

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED
कोची / COCHIN - 682 015

पोत निर्माण प्रभाग / SHIP BUILDING DIVISION

आउटसोर्सिंग विभाग
OUTSOURCING DEPARTMENT



निविदा दस्तावेज़ / TENDER DOCUMENT

TENDER NO. SB-OSD/ASW/948/2025 Dtd 24-04-2025

**SUPPLY OF AIR CONDITIONERS ON RENTAL
BASIS FOR ASW VESSEL BY 524**



APRIL - 2025

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**TENDER ENQUIRY NOTICE - SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS
FOR ASW VESSEL**

Cochin Shipyard Ltd 3

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED

**पोत निर्माण प्रभाग / SHIP BUILDING DIVISION
आउटसोर्सिंग विभाग/ OUTSOURCING DEPARTMENT**

SB-OSD/ASW/948/2025

24th April - 2025

निविदा सूचना / TENDER NOTICE

संक्षिप्त विवरण / BRIEF DETAILS:

निविदा जांच संख्या और तारीख Tender enquiry No. and date	SB-OSD/ASW/948/2025 Dtd 24-04-2025
कार्य का नाम Name of work	SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS FOR ASW VESSEL
निविदाएं प्राप्त करने की अंतिम तिथि और समय Last date & time of receipt of Tenders (भाग/Part I – तकनीकी-वाणिज्यिक बोली और भाग - II मूल्य बोली/ Techno-Commercial Bid & Part II- Price Bid)	09 th May – 2025 at 15:00 Hrs IST
पूर्व बोली बैठक की तारीख Date of Pre bid meeting	NA
भाग I (तकनीकी-वाणिज्यिक) बोली खोलने की तिथि और समय Date & time of opening of Part I (Techno – Commercial) Bid	09 th May – 2025 at 15:30 Hrs IST
संपर्क व्यक्ति Contact Person	<i>For Commercial queries:</i> Mr. Rajeev Kumar S, SM (Outsourcing) Mob No: 9995804310 E mail : rajeevkumar.s@cochinshipyard.in <i>For Technical queries:</i> Mr. Aneesh T K, SM (IAC & DP), Mob. No: 8129270899 E mail : aneesh.tk@cochinshipyard.in



नोट: इस निविदा के खिलाफ उद्धृत करने से पहले, संभावित बोलीदाता से अनुरोध है कि वे निविदा जांच दस्तावेज़ (और अनुलग्नक, यदि कोई हो) को पूरी तरह से और सावधानी से पढ़ लें। निविदा के नियमों और शर्तों में विचलन अत्यधिक हतोत्साहित किया जाता है। इसलिए, निर्धारित किसी भी नियम और शर्तों, योग्यता मानदंड, ईएमडी जमा करने से छूट के लिए पात्रता, दस्तावेज़ीकरण/प्रक्रियात्मक आवश्यकताओं आदि के संबंध में स्पष्टीकरण, यदि कोई हो, के संबंध में उत्पन्न होने वाले किसी भी संदेह को संभावित बोलीदाता द्वारा बोली जमा करने से पहले निरपवाद रूप से उपरोक्त सूचित व्यक्तियों के माध्यम से अनिवार्य रूप से स्पष्ट किया जाएगा।

Note: Before quoting against this Tender, the prospective bidder is requested to go through the Tender Enquiry document (& Annexes, if any) thoroughly & carefully. Deviations to the Terms & Conditions of the Tender are highly discouraged. Therefore, any doubts arising in respect of any of the Terms & Conditions stipulated, Qualification Criteria, Eligibility for exemption from submission of EMD, clarification if any w.r.t. Documentation / Procedural requirements, etc. shall get clarified by the prospective bidder through above noted contact persons invariably before the submission of the Bid.

1. कोचीन शिपयार्ड लिमिटेड, एक प्रमुख पोत निर्माण और पोत मरम्मत उद्योग और वैश्विक पोत निर्माण के मोर्चे पर विख्यात, इच्छुक, प्रतिष्ठित, संसाधन संपन्न और वित्तीय रूप से सक्षम कंपनियों/ठेकेदारों को एकल चरण दो भाग बोलियों को प्रस्तुत करने हेतु आमंत्रित करता है।

Cochin shipyard Limited, a leading Ship Building & Ship Repair industry and also well known player on the global ship building front, invites interested, reputed, resourceful and financially solvent firms/contractors to submit single stage two part bids.

2. निर्धारित प्रपत्र में मुहरबंद प्रतिस्पर्धी निविदाएं निविदा जांच के अनुलग्नक में उल्लिखित नियम और शर्तों के अनुसार होनी चाहिए।

The Sealed competitive tenders in the prescribed form should be as per the terms and conditions as mentioned in the annexure to tender enquiry.

3. निविदाएं दो बोली प्रणाली में प्रस्तुत की जानी हैं; भाग I: तकनीकी वाणिज्यिक बोली और भाग II: सॉफ्ट कॉपी के रूप में मूल्य बोली और निर्धारित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी के पास पहुंच जानी चाहिए:
The tenders are to be submitted in two bid system; **Part I: Techno Commercial Bid** and **Part II: Price Bid** as Soft copy and should reach the undersigned on or before the date and time as stipulated:

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4. MODE OF SUBMISSION OF BIDS

- a. निविदा केवल ई-मेल के माध्यम से सॉफ्ट कॉपी में प्रस्तुत की जानी चाहिए। सीएसएल किसी अन्य प्रकार की निविदा स्वीकार नहीं करेगा।

Tender should be submitted in soft copy via E-mail only. CSL will not accept any other mode of tender.

- b. ई-मेल के विषय में स्पष्ट रूप से निविदा पृष्ठताछ संख्या और जमा करने की देय तिथि का उल्लेख होना चाहिए। मूल्य बोलियों को पासवर्ड से सुरक्षित किया जाना चाहिए और जब तक मांगा नहीं जाता तब तक पासवर्ड अग्रेषित नहीं किया जाना चाहिए।

The subject of the E mail should clearly state the tender enquiry number and due date of submission. **Price bids have to be password protected, and passwords are not to be forwarded unless asked for.**

- c. निविदा दस्तावेज़ पीडीएफ प्रारूप में प्रस्तुत किया जाना चाहिए और पीडीएफ प्रारूप से सीधे खोला जा सकता है। उपरोक्त का अनुपालन न करने वाले प्रस्तावों को बिना किसी सूचना के सरसरी तौर पर खारिज कर दिया जाएगा।

Tender Documents should be submitted in PDF Format and directly openable from the PDF format. Offers not complying with the above shall be summarily rejected without further intimation.

- d. निविदाएं, तकनीकी - वाणिज्यिक बोली (भाग-I) और मूल्य बोली (भाग-II) अलग से ई-मेल के माध्यम से **“SB-OSD/ASW/948/2025”** विषय के साथ प्रस्तुत की जाएगी।

Tenders, Techno- commercial bid (Part-I) and Price bid (Part -II) shall be submitted separately via email , with subject as **“ SB-OSD/ASW/948/2025”** to:

- (i) rajeevkumar.s@cochinshipyard.in
(ii) adarsh.s@cochinshipyard.in

प्रतिलिपि / Copy to:

- (i) madhu.pk@cochinshipyard.in
(ii) philip.thomas@cochinshipyard.in

5. बोलियां दिनांक 09 मई - 2025 को अपराह्न 15:00 बजे या उससे पहले कोचीन शिपयार्ड लिमिटेड में प्राप्त की जाएंगी और भाग I तकनीकी - वाणिज्यिक बोली उसी दिन अपराह्न 15.30 बजे खोली जाएगी।

The Bids shall be received at Cochin Shipyard Ltd on or before 15:00 Hrs on 09th May – 2025 and Part I Techno-Commercial Bid will be opened at 15:30 Hrs on the same day.

6. देर से आनेवाली निविदाएं/शर्तों वाली निविदाएं सरसरी तौर पर खारिज कर दी जाएंगी।

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Late tenders / tenders with conditions will be summarily rejected.

7. सीएसएल ई-मेल द्वारा भेजी गई निविदाओं के विलंब, खो जाने या प्राप्त न होने की कोई ज़िम्मेदारी नहीं लेगा।

CSL takes no responsibility for delay, loss or non-receipt of tenders sent by e-mail.

8. मूल्य बोली खोलने के लिए केवल तकनीकी रूप से योग्य बोलियों पर विचार किया जाएगा। तकनीकी पहलुओं और वाणिज्यिक शर्तों दोनों के लिए बोलियों का मूल्यांकन करने के बाद, तकनीकी-व्यावसायिक रूप से योग्य बोलीदाताओं को भाग-II

Only technically qualified bids will be considered for price bid opening. After evaluating the bids for both technical aspects and commercial terms, the techno-commercially qualified bidders will be intimated regarding the date and time of opening of Part II - Price Bid.

9. केवल तकनीकी - वाणिज्यिक बोली खोलने को अनुबंध देने के लिए प्रस्ताव की स्वीकृति के रूप में नहीं माना जा सकता है।

Merely opening of Techno-Commercial Bid cannot be construed as acceptance of offer for awarding of contract.

10. भाग I (तकनीकी-वाणिज्यिक) बोली के साथ निम्नलिखित प्रस्तुत किया जाएगा:

The following shall be submitted along with Part I (Techno-commercial) Bid:-

i. अनुलग्नक I, II, III, IV, V, VI, VII और परिशिष्ट - A, B में रखे गए पृष्ठताछ के नियम और शर्तें, समान्य शर्तें, तकनीकी विनिर्देश और आरेखण सहित सभी पृष्ठों पर विधिवत हस्ताक्षरित मूल निविदा दस्तावेज़।

Original tender document duly signed on all pages - including Terms & conditions of enquiry, general conditions, technical specification and drawings placed at Annexure I, II, III, IV, V, VI, VII & Appendix- A, B

ii. अनुलग्नक IV में तकनीकी वाणिज्यिक जांच सूची पूरी तरह से भरी हुई है और विधिवत हस्ताक्षरित है। विधिवत भरी हुई तकनीकी वाणिज्यिक जांच सूची प्रस्तुत न करने पर बोलियों को अस्वीकार कर दिया जाएगा।

The Techno-Commercial Check List at Annexure IV filled up completely and duly signed. The non submission of duly filled techno commercial checklist will lead to the rejection of the bids.

iii. गैर-मूल्य बोली प्रारूप की प्रतिलिपि (कीमत/अंकों के बिना मूल्य बोली)।

Copy of un-priced bid format (price bid WITHOUT prices/numerals)

iv. निविदा पृष्ठताछ नियम और शर्तों से विचलन/बहिष्करण की सूची (यदि कोई हो)।

List of deviations/exclusions from the tender enquiry terms and conditions (if any).

11. पूर्व अनुबंध अखंडता संधि / PRE-CONTRACT INTEGRITY PACT

निविदा में भाग लेने वाले बोलीदाताओं को पूर्व अनुबंध अखंडता समझौते पर हस्ताक्षर करना होगा, यदि बोली 1 करोड़ रुपए से अधिक है।

The bidders who are participating in the tender shall sign the pre-contract integrity pact, in case the bid is above Rs 1 Crore.

12. एमएसएमई - विशेषाधिकार / MSME- PRIVILEGES

सीएसएल वेबसाइट (www.cochinshipyard.in) के अनुसार एमएसएमई, स्टार्ट-अप आदि से संबंधित भारत सरकार की सार्वजनिक खरीद नीति पहल इस निविदा के लिए लागू होगी।

Public procurement policy initiatives of Govt. of India, pertaining to MSME's, Start-up etc. as per CSL website (www.cochinshipyard.in) shall be applicable for this tender.

13. कोचीन शिपयार्ड लिमिटेड (सीएसएल) ने ट्रेड्स पोर्टल अर्थात आरएक्सआईएल, एम1 एक्सचेंज और इनवॉयस मार्ट में पंजीकरण कराया है। वे विक्रेता जिन्होंने ट्रेड्स पोर्टल में पंजीकरण कराया है, वे ट्रेड्स पोर्टल के ज़रिए भुगतान को संसाधित करने के लिए संबंधित निष्पादन अधिकारी को सूचना के तहत संबंधित पोर्टल में चालान अपलोड कर सकते हैं। आपूर्तिकर्ताओं से अनुरोध है कि ट्रेड्स पोर्टल में चालान अपलोड करने से पहले, जहां भी लागू हो, गुणवत्ता निरीक्षण स्थिति के संबंध में संबंधित निष्पादन अधिकारी से जांच करें।

Cochin Shipyard Limited (CSL) has registered in the TReDS Portal viz., RXIL, M1xchange and Invoice Mart. Those vendors who have registered in the TReDS portal may upload the invoice in the respective portal under an intimation to concerned executing officer for processing the payment through TReDS portal. Suppliers are requested to check with the concerned executing officer regarding the Quality inspection status, where ever applicable, before uploading the invoices in TReDS portal.

14. सीएसएल के पास पूरा ऑर्डर देने या ऑर्डर की मात्रा का कुछ हिस्सा देने या काम को दो या दो से अधिक फर्मो/उपठेकेदारों में विभाजित करने या किसी भी निविदा को स्वीकार या अस्वीकार करने/, या निविदा खोलने की तारीख बढ़ाने, और या कुल निविदा प्रक्रिया को रद्द करने और सभी को अस्वीकार करने का अधिकार सुरक्षित है। अनुबंध प्रदान करने से पहले किसी भी समय निविदाएं। सीएसएल प्रभावित फर्मों के प्रति कोई दायित्व नहीं (फर्मों) निभाएगा, सीएसएल की कार्रवाई के आधार के बारे में प्रभावित फर्मों को सूचित करने का कोई दायित्व नहीं (फर्मों) बोलीदाताओं से अनुरोध है कि वे नोट करें और तदनुसार बोली लगाएं। होगा।

CSL reserves the right to place order whole or part of order quantity or split the work on two or more firms/subcontractors or to accept or reject any tender, or extend the tender opening

date, and or to cancel the total tender process and reject all tenders at any time prior to award of the contract. CSL will not incur any liability to the affected firm(s), any obligation to inform the affected firm(s) of the grounds for CSL's action. Bidders are requested to note and quote accordingly.

15. मुख्य महाप्रबंधक, पोत निर्माण प्रभाग, कोचीन शिपयार्ड लिमिटेड, निविदा या उसके हिस्से को स्वीकार करने हेतु अधिकृत व्यक्ति है, जो न्यूनतम निविदा को स्वीकार करने हेतु स्वयं को बाध्य नहीं करता है और बिना कोई कारण बताए प्राप्त किसी या सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

General Manager, Ship Building Division, Cochin Shipyard Limited, is the authorized person to accept the tender or part thereof, who does not bind himself to accept the lowest tender and reserves the authority to reject any or all of the tenders received without assigning any reason.



कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE I

जांच की नियम और शर्तें / TERMS & CONDITIONS OF ENQUIRY
SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS FOR
COMPARTMENTS IN ASW VESSEL BY 524

1. कार्य का विवरण / DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for **Supply of Air conditioners on rental basis for compartments onboard ASW vessel BY 524** as per the following documents:
- 1.1.1. Cochin Shipyard Ltd - Terms and conditions (Annexure I)
- 1.1.2. Cochin Shipyard Ltd - General conditions (Annexure II)
- 1.1.3. Enquiry specification (Annexure III)
- 1.2. The work includes Supply of Air conditioners on rental basis for compartments onboard ASW vessel BY 524 with the available infrastructure facilities and Equipment/materials/consumables provided by Cochin Shipyard Ltd (CSL) in accordance with the enclosed Specifications and drawings, delivery schedule, CSL - Terms and conditions in all respects.
- 1.3. The work is to be carried out in situ area (Onboard the ship) allotted to the contractor (s) inside CSL premises.
- 1.4. *Bidders* are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and CSL, before submitting their offer.

2. विक्रेताओं के लिए पात्रता मानदंड / QUALIFICATION CRITERIA FOR VENDORS

The Bidder should qualify the following PQ Criteria:

2.1. GENERAL

- 2.1.1. Bidder shall be a single firm.
- 2.1.2. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by CSL or by any of the Public Sector Undertaking or Government department etc. The declaration of eligibility at Annexure VII shall be submitted in this regard.

2.1.3. All the qualifying documents indicated in the tender shall be strictly in the name of bidding firm. Qualifying documents submitted in the name of any other than bidding firm will not be considered for bidding firm's qualification.

2.2. OTHER CONDITIONS

2.2.1. The bidding firm shall have key personnel having single point of contact with contract details. He/she shall have adequate and specialized experience capable of discharging their responsibilities.

2.2.2. The bidding firm should have valid PAN and GSTIN and details of PAN / GST Registration Number and current valid Tax Clearance Certificate shall be submitted along with the offer.

2.2.3. If required, 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.

2.2.4. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to CSL in support of its claim of experience.

2.2.5. **RIGHT TO VERIFICATION:** CSL has the right to verify the authenticity of bidder/ documents submitted by them and/or inspect the facilities if felt necessary. Based on this CSL reserves the right to accept and reject any and all bids, which in its opinion, appears to be most advantageous to CSL.

3. प्रस्ताव की वैधता / VALIDITY OF OFFER

3.1. The offer shall be valid for acceptance for a period of 90 days from the date of opening of the Part-I Techno-Commercial Bid.

4. अनुबंध प्रदान करने का तरीका / METHOD OF AWARDING CONTRACT

4.1. Contract will be concluded with the Bidder qualifying techno-commercial conditions and emerging as L1 bidder.

- 4.2. CSL reserves the right to place order in part/ full on L1 firm or retender the requirement if required depending upon project schedule, priorities, etc.
- 4.3. CSL reserves the right to reduce/ increase the percentage work based on the performance at site. The performance shall be assessed based on Appendix B which shall be evaluated by Officer in-charge monthly. CSL reserves the right to reduce the work if the performance rating is less than 50 for a month. CSL reserves the right to re-allocate such work to other parallel contractor found suitable by CSL.
- 4.4. CSL reserves the right to accept / reject any or all offers in part / full without assigning any reasons whatsoever. In case of any dispute, our decision in this matter shall be final and legally binding on the bidder/ subcontracted Inspection Agency/ Agencies.
- 4.5. CSL reserves the right to cancel the tender at any stage without assigning any reasons whatsoever based on CSL requirement. The decision of CSL regarding the same shall be final and conclusive.
- 4.6. CSL reserves right to cancel the work order partially or fully if the firm's performance is not satisfactory at site.

5. अनुबंध की वैधता / VALIDITY OF CONTRACT

- 5.1. Once the contract is awarded, the price offered and mutually agreed shall remain firm (Contract concluded price as per Annex-V) till completion of work and no escalation in rate shall be allowed by CSL on whatsoever reason thereafter.
- 5.2. Contract Validity: Contract completion date will be 6 months from the date of award of contract. Exact date of commencement will depend upon award of contract. The contract may be extended for a further period of 3 months on mutual agreement with the same Terms & Condition if found necessary.
- 5.3. The firm has to cater for any future AC requirements in the same ship or other sister ships without changing the terms & conditions on a mutual agreement.
- 5.4. Post issue of PO/LOI mobilization instruction shall be issued separately by CSL and contractor should be capable of mobilizing the team within 7 days from date of mobilization request issued by CSL. During this mobilization period, contractor should arrange entry passes for their employees and no excuse for delay in commencing work on this account will be entertained.
- 5.5. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, and labour dispute with their workers, poor safety records etc., and

other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.

5.6. CSL shall have the right to discontinue the contract at any point of time without assigning any reason.

6. बोलियां जमा करने के लिए दिशानिर्देश / GUIDELINES FOR SUBMISSION OF BIDS

6.1. Technical Bid (Part -I)

6.1.1. The following shall be submitted along with technical Bid, failing which the bid may be summarily rejected :-

6.1.1.1. The technical bid as specified in the scope of work (Annexure III) duly signed shall be submitted along with the offer.

6.1.1.2. Original tender document general Terms & conditions and technical specifications placed at Annexure I, II & III duly signed on all pages.

6.1.1.3. The commercial Check List at Annexure IV filled up completely and duly signed.

6.1.1.4. Copy of un-priced bid format of each category of works at Annexure V.

6.1.1.5. The declaration of eligibility at Annexure VI

6.1.1.6. All other documents relevant to this tender.

6.1.2. The non-submission of duly filled commercial checklist will lead to the rejection of the bids.

6.2. Price Bid (Part-II)

6.2.1. The bid shall be comprehensive of the nature of for **Supply of Air conditioners on rental basis in compartments onboard ASW vessel BY 524** shall be inclusive for all the applicable charges envisaged under the scope of the contractor as specified in the technical specification Annexure III and other terms & conditions of this tender.

6.2.2. The rates quoted by the contractor are deemed to include for all costs and expenses, taxes, duties except GST in connection with the works under contract. No additional payment whatsoever shall be paid by CSL at any stage of this work. The payment of GST shall be paid as applicable.

6.2.3. Bidders shall quote total amount in figures and in words. Corrections and additions if any must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the rate quoted will be considered as correct and the amount will be

calculated accordingly. Conditional rebates & discounts, incomplete/ ambiguous offer will be rejected.

6.2.4. The price bid shall be all inclusive of scope of contractor on lump sum basis and any rates on variable basis will not be accepted within the price bid and thereafter throughout the period of the contract. Any variable rates if deemed inevitable and applicable only in special cases/situations (not in the normal course of execution of contract) will only be considered for mutual agreement.

6.2.5. Price Bid Format: The price bids shall be prepared as per the format given in Annexure V to the enquiry. The bidder must quote all line items as per price bid format any failure in this regard will lead to the rejection of bid.

6.2.6. Rates of individual line items for the overall L1 is considered as L1 rate irrespective of lower rates in case of the line items of other bidders.

6.2.7. Currency: The price bids shall be prepared in Indian National Rupees (INR) for all bidders. Any deviation in this regard will not be acceptable.

6.2.8. The bids which are not conforming above requirements shall be summarily rejected without any further notice.

7. असामान्य रूप से कम उद्धृत दरें / ABNORMALLY LOW QUOTED RATES:

In case the price of L-1 Bidder is found to be unreasonably low and/ or bidder expresses desire to withdraw from the tender after opening of price bid, then tender will be cancelled and suitable penal action as per CSL procedure shall be taken against the firm.

8. कर / TAXES

8.1. GST shall be applicable extra on the prescribed work. Bidders should indicate the applicable GST percentage and HSN code of the category in the offer. Bidders are also requested to furnish the following details in the invoice/Bill.

8.1.1. Applicable rate of GST/SAC Code

8.1.2. Firms GST Reg. No.

8.1.3. Service accounting code (SAC) as prescribed by statutory authorities.

8.1.4. GST Reg. No. of Cochin Shipyard Ltd (**32AAACC6905B1ZD**).

8.2. Any new tax/duty that may be made effective by the government for this work and paid by the contractor shall be reimbursed on production of documentary evidence.

9. **भुगतान की शर्तें / PAYMENT TERMS**

9.1. Subcontractor should maintain the log book for the operation of equipment on rental. Log book should be signed from authorized persons of CSL on a daily basis and the same shall be taken as final document for the purpose of billing. Payment shall be based on log book entries on a monthly basis.

9.2. The contractor shall prepare and submit Work Completion Certificate (WCC); Payment will be made based on completed works certified by the officer-in-charge.

9.3. All claims for payment for the work/additional work shall be submitted by the subcontractor within one month of completion of work.

9.4. An invoice upload facility by vendor is established through the Vendor Invoice Management (VIM) Portal is currently available for supply as well as service vendors including subcontractors so as to facilitate transparency and timely payment. The portal can be accessed at: <https://apps.cochinshipyard.in:446/vim/Home/.jsp>

The same can also be accessed via Cochin Shipyard Website (<https://cochinshipyard.in>) as below;

Path: Cochin Shipyard Website --> Related Links --> Vendor Payment Info

9.5. All invoices above 10 Lakhs (including GST) are required to be digitally signed by the vendors and uploaded in VIM portal. The direct submission of invoices value above 10 Lakhs will not be accepted. Once the invoices are digitally signed and uploaded, there is no need to submit the hard copy for processing the payment.

9.6. Service Acknowledge Number (SAN) to be obtained from the Executing Officer at the time of certification of Work Completion Certificate (WCC) for the above process.

9.7. The invoice can be tracked using the generated Invoice Tracking Number till the payment.

9.8. Payment will be made by RTGS/NEFT to the account of contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the contractor in the proforma of CSL.

9.9. In case of non-availability of any supplied AC units, a pro-rata amount will be deducted from the bill for the period for which the unit is not available. Similarly, no charge will be paid towards the operator charges in case of absence of the operator.

10. **बयाना राशि / EARNEST MONEY DEPOSIT (EMD)**

10.1. Bidders shall furnish Earnest Money Deposit (EMD) equivalent to Rs.50,000/- by way of RTGS/NEFT to the following account of Cochin Shipyard Ltd, Kochi

Bank	State Bank of India
IFSC	SBIN0004062
Account No.	10319928321 of Cochin Shipyard Ltd.

- 10.2. The bidder shall submit the proof of such transfer along with the submission of technical bid.
- 10.3. This shall be returned after finalization of contract and upon receipt of Security deposit in accordance with clause 15 below, with respect to successful bidders; With respect to unsuccessful bidders, the same shall be returned within 15 days of issuance of PO/Contract.
- 10.4. Bidders belonging to Micro and Small Enterprises (MSE's) category are exempted from furnishing EMD subject to the bidders producing valid UDYAM Certificate and shall be duly verified by CSL. Bidders who fail to submit UDYAM Certificate along with the Techno-Commercial Offer shall not be considered eligible for EMD exemption.
- 10.5. In case the offer validity is extended on mutual consensus, the validity of EMD shall be mutually extended, EMD may be forfeited in the following cases:
- Bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the period of validity of his offer.
 - Non-acceptance of order.

11. प्रतिभूति जमा / SECURITY DEPOSIT

- 11.1. The successful tenderer shall remit 5% of the value of the contract (excluding applicable taxes) as security deposit within 15 days of receipt of the work order. This amount has to be remitted by way of demand draft or bank guarantee (in approved proforma of CSL) from any of the nationalized banks/ Scheduled Indian Bank, valid till the satisfactory completion of the entire work. The Security Deposit will be released after satisfactory completion of the contract. The Security Deposit will not bear any interest.

12. परिसमापन क्षतिपूर्ति / LIQUIDATED DAMAGES

- 12.1. The progress of work will be monitored against the mutually agreed detailed schedule referred in clause. Liquidated damages for delays in execution of the work envisaged as per

this order on account of the contractor, for any reason other than force majeure conditions, will be recovered at the rate of ½% (half percent) per week or part of the week of the total basic price of delayed work thereof, subject to a maximum of ten (10%) percent of the basic value of the delayed work.

13. आदेश रद्द करना और जोखिम अनुबंध / CANCELLATION OF ORDER AND RISK CONTRACTING

13.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond the agreed schedule, CSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

13.2. In addition to above tender holiday will be imposed against the firm as per discretion of CSL.

14. कार्मिकों की सुरक्षा और प्राथमिक चिकित्सा/SAFETY OF PERSONNEL AND FIRST AID

14.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with SB-Outsourcing department for reference.

14.2. The Contractor may arrange to suitably insure all his workmen/ other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.

14.3. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.

14.4. The Contractor shall provide and maintain, so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.

14.5. The entire work force under the contractor shall always follow all instructions from CSL safety personal

14.6. The contractor shall allocate safety officer / supervisor as per prevailing safety rules / office orders of CSL

15. अप्रत्याशित घटना / FORCE MAJEURE

15.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of Govt. or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, CSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

15.2. The occurrence / cessation of force majeure situation have to be informed with documentary evidence within 15 days from the date of occurrence / cessation.

16. मध्यस्थता / ARBITRATION

16.1. Any disputes arising during 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.

16.2. 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.

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

17. क्षेत्राधिकार / JURISDICTION

17.1. All questions, disputes or differences arising under/out of or in connection with this contract shall be subject to the jurisdiction of the Courts in Cochin.

18. श्रम कानून और विनियम /LABOUR LAWS AND REGULATIONS

18.1. The Contractor shall undertake and execute the work with contract Labour only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.

18.2. The Contractor 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 him and his workmen employed by him. The Contractor shall inform CSL his license number from the Central Labour Commissioner.

18.3. 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 in the Company. 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.

18.4. The Contractor shall submit the Compliance Certificate by means of uploading relevant documents such as Electronic Challan cum Receipt, Challans etc. as having remitted the contributions towards EPF/ESI in respect of their workers, in the goggle form provided for the purpose, every month so as to reach Welfare Section on or before 22nd of every month. Google form link: <https://forms.gle/3GidCgsP4jHhXDjt9>

18.5. The Contractor shall submit the Labour Reports>Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Personnel Department by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.

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- 18.6. The Contractor shall maintain the records viz. Muster Roll, Acquaintance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 18.7. If the Contractor fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, CSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by CSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by CSL.
- 18.8. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by CSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by CSL.
- 18.9. The Contractor shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 18.10. All person who are engaged for various works in CSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 18.11. Passport/attested copy of passport with photo and address particulars. OR
- 18.12. Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)
- 18.13. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.
- 18.14. Contractors are requested to familiarize themselves with the labour rules & regulations prevailing in CSL including the labour wage pattern of contract labour as per the settlement between the trade unions & contractors.

19. आईएमएस दिशानिर्देश /IMS GUIDELINES

- 19.1. CSL has implemented an Integrated Management System (IMS) consisting of Environmental Management system (EMS), Occupational Health and Safety Management System (OHSMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of CSL.
- 19.1.1. Meeting or exceeding customer requirements.
 - 19.1.2. Assuring quality of the products and service.
 - 19.1.3. Preventing occupational ill health & injuries.
 - 19.1.4. Ensuring safe work sites.
 - 19.1.5. Conserving natural resources.
 - 19.1.6. Preventing / minimizing air, water & land pollution.
 - 19.1.7. Handling and disposal of Hazardous wastes safely.
 - 19.1.8. Complying with statutory & regulatory and other requirements.
 - 19.1.9. Developing skills and motivating employees.
- 19.2. Occupational Health, safety & Environmental requirements of CSL shall also include the following.
- 19.3. The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational health, safety and environmental policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.
- 19.4. The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to occupational health, safety and environment effective in the state of Kerala.
- 19.5. It is the sole responsibility of the contractor to assure that any sub-contractor/s who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the health/safety/environmental Rules effective in the state.
- 19.6. The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract, in their activities/at their work sites, which shall be required according to the IMS of the company or that required by the health/safety/environmental Rules established and effective in the state, at their own cost.

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- 19.7. If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
- 19.8. Upon completion of the work, contractor shall clear the area and shall not leave any Occupational health/safety/environmental liabilities to the company, from their activities at the worksites.
- 19.9. Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the DGM (EOF-IAC) or the authorized representative of the contract, prior to the commencement of work.

20. बिजली नियम और विनियमन / ELECTRICITY RULES AND REGULATION

- 20.1. The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

21. गोपनीयता खंड / SECRECY CLAUSE

- 21.1. The CONTRACTOR shall be responsible to ensure that all persons employed by them in the execution of any work in connection with this contract are aware of the provisions of the official secrets act 1923 and to comply with the same. The CONTRACTOR shall also ensure secrecy of design, construction, equipment and completion of the vessel. Any information provided to you under this contract is to be treated as strictly confidential and is not to be disclosed to any person or persons not concerned therewith.
- 21.2. All documents under this Contract transferred between the parties shall be treated as UNCLASSIFIED unless explicitly marked.
- 21.3. The CONTRACTOR shall ensure that their organization, suppliers/ installation agency/test and trials teams etc. shall not communicate for use in advertising, publicity, sales release or in any other medium, system details, photographs and reproduction of equipment and their fitment on board.
- 21.4. SECRECY, Titles: Maps, layouts and photographs of the unit/plant including its

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surrounding regions showing vital installation for national security of CSL country shall not be published or disclosed to the third parties or taken out of the country without prior written approval of the CSL and upon execution of confidentiality agreements satisfactory to the CSL with such third parties prior to disclosure.

21.5. Smart phones are generally not permitted inside CSL however same may be allocated on special request as per IAC&DP mobile issue protocols.

**22. HEALTH, SAFETY & ENVIRONMENT CONTRACT GUIDELINES FOR OEMS/
TURNKEY JOBS / SUB CONTRACT WORKS INSIDE CSL**

INTRODUCTION

22.1. CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

22.2. CSL is committed to provide safe and healthy work environment for the prevention of work-related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety management System and Environmental Management system under ISO standards/international standard.

22.3. Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractors personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractor's personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.

22.4. CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

23. GENERAL GUIDELINES

23.1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.

23.2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/QMS/S&F/SOP 02 – Refer CSL Website) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same

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shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.

- 23.3. OEMs/Turnkey jobs/Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
- 23.4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.
- 23.5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
- 23.6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
- 23.7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
- 23.8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.
- 23.9. HSE Plan to be submitted to S&F Dept while commencing the work in CSL and shall be resubmitted in every year.

24. HSE REQUIREMENTS

- 24.1. The Contractor shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
- 24.2. The Contractor shall provide and maintain all type of lights, guards, fencing, warning

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signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.

- 24.3. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
- 24.4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Department in charge and approval obtained from CSO before start of work. The work shall be executed through Notification Control Procedure (NCS).
- 24.5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F Department and approved by respective HOD.
- 24.6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
- 24.7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.
- 24.8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
- 24.9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
- 24.10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
- 24.11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

25. सामान्य शर्ते / GENERAL CONDITIONS

- 25.1. Quality of workmanship shall conform to the specification/ standards laid down by CSL
- 25.2. CSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the scheduled requirements.
- 25.3. Compliance of all statutory safety requirements and other safety rules stipulated by CSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at CSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.
- 25.4. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 25.5. Any material/ fitting/ equipment fitted on board the vessel is Yard property. Any requirement of removal of such item shall be reported to the officer concerned.
- 25.6. Cochin Shipyard Limited reserves the right to terminate the Contract at short notice in case the Contractor's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records etc., and other contractual obligations. No claim whatsoever will be entertained by Cochin Shipyard Limited on this account.
- 25.7. Contractor shall be responsible for safety and welfare of all its employees employed for construction, and shall be responsible for payment of all salaries to their employees and other statutory dues and for all provisions of statues governing them.
- 25.8. The Contractor is expected to have full knowledge and understanding of the Labour rates, conditions, practices etc. prevalent in the Yard and premises. The contractor shall be entirely responsible for all matters related to manpower and labour engagement for the subject contract.
- 25.9. Issues related to availability and utilization of manpower shall be dealt by the Contractor. Availability of competent labour with requisite skills for the specified jobs shall be ensured by the contractor.
- 25.10. The contractor shall execute the work in every area under instruction/intimation to CSL personnel at site. Clearance from CSL in terms of permits/internal regulations etc. as applicable from time to time shall be obtained. The contractor shall obtain necessary sanctions, permission to work in confined areas, safety clearance for scaffolding done by the contractor, electrical related provisions etc. as per CSL safety rules.
- 25.11. The Contractor shall indemnify CSL and CSL's personnel against any claims arising out of

**TENDER ENQUIRY NOTICE - SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS
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accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at CSL.

- 25.12. It is also to be understood by the Contractor that Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of CSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 25.13. The Contractor shall also be governed by the General Conditions of Contract of CSL, General Safety Rules and other relevant labour laws.
- 25.14. The contractor shall arrange to collect and clean up every day all waste, scraps; debris, etc. generated by the work men while working on-board the vessel and other locations and dispose the same suitably at his cost to the full satisfaction of CSL. In case any failure on his part to comply with this requirement, CSL will arrange the required cleaning entirely at the contractors cost.
- 25.15. The upper age limit of all workers and supervisors employed by the contractor and those contractors who do or supervise the job themselves shall be as per the prevailing rules of CSL.
- 25.16. Any material which needs to be taken out of CSL after completion of the work must be declared in the Material Declaration Form (MDF) available with CISF, South Gate. CSL cannot permit to take out any material not reflected in MDF.
- 25.17. Every person entering CSL for work has to undergo Safety Induction training before getting an entry pass. ID proof and a Police Verification Certificate are mandatory for obtaining the entry pass
- 25.18. General Manager (SB) or his authorized representative will be the Officer-in-charge of this Contract.
- 25.19. Withdrawal of the quotation after it is accepted or failure to make contract execution within the stipulated completion period will entail cancellation of the order and forfeiture of EMD/ Security Deposit, if any/ and or risk purchase.
- 25.20. 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.
- 25.21. 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.

25.22. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.

25.23. Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purposes. However the same will be considered at the time of placement of purchase order if the firm turns out to be lowest bidder.

26. अधिलेखन और सुधार / OVERWRITING & CORRECTIONS

26.1. Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer.)

26.2. All terms and conditions, other than those mentioned above, contained in the Enquiry specification and drawings (Annexure I), Cochin Shipyard Ltd - General Terms and conditions (Annexure II) and other annexure pertaining to this tender shall also be attested by the bidder as a token of acceptance.

26.3. CSL reserves the right to reject any or all bids without assigning any reasons whatsoever and or based on the past unsatisfactory performance by the bidders at CSL/other PSE's/Government Departments. After issuing the work order, CSL reserves the right to terminate the contractor if the performance of the contractor is not found satisfactory. The decision of CSL regarding the same shall be final and conclusive.



**कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department**

ANNEXURE-II

कोचीन शिपयार्ड लिमिटेड / COCHIN SHIPYARD LIMITED
कोच्ची / KOCHI-682015

आउटसोर्सिंग विभाग / OUTSOURCING DEPARTMENT
सामान्य शर्तें / GENERAL CONDITIONS

1. The complete work to be carried out with the highest degree of workmanship under the inspection of CSL, Classification Society (when specifically indicated in the technical specifications), Ship owner, or any other agency nominated by the Shipyard.
2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, to be carried out by the Contractor free of cost. In case of rework/modification/additional work, written consent is to be obtained from the Officer-in-charge before commencement of the work.
3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
4. Contractor shall execute, during or after completion of the work, any minor job connected with the work, should it be considered necessary by Shipyard and/or Classification Society
5. The contractor shall be responsible for any damage caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
6. Contractors are required to work round the clock / Sundays/ holidays as per the requirement of concerned department in order to complete the work in time.
7. Any particulars/literature/information/certificates required by the Shipyard in connection with the work is to be forwarded free of cost.
8. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.



कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE III

कार्य क्षेत्र / SCOPE OF WORK

**SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS FOR
COMPARTMENTS ONBOARD ASW VESSEL BY 524**

1. INTRODUCTION

Cochin Shipyard Ltd (CSL) is constructing 08 numbers of Anti-Submarine Warfare (ASW SWC) vessels for Indian Navy. As per current requirement, CSL intends to outsource requirement of supply of air conditioners on rental basis for compartments onboard ASW vessel BY 524.

2. VESSEL PARTICULARS

Length O.A.	78.00 M
Breadth MLD.	11.36 M
Depth MLD.	5.80 M

3. SCOPE OF WORK

- 3.1. The work includes providing air conditioners on rental basis for the compartments on board ASW SWCs BY 524 as directed by CSL officer in charge.
- 3.2. Contractor should provide 20 Nos. 2 Ton capacity split air conditioner units (05 Nos – Tower AC + 15 Nos. Split AC Units) inside the compartments as detailed below. The names of compartments are indicative. The location will be confirmed during installation of AC Units. The outdoor units to be kept in the passage area of respective compartments. Necessary flexible ducts are to be installed by the vendor between indoor and outdoor units. Suitable collection trays/arrangements to be placed below the outdoor units. Metallic stands with rubber bushes at the base should also be supplied for fixing the split AC Units

**TENDER ENQUIRY NOTICE - SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS
FOR ASW VESSEL**

and the outdoor units. The temperature inside the compartments should be maintained between 20 to 22 Deg. Contractor has to measure and show the compartment temperature as and when requested by Yard. Responsibility lies with the contractor to replace the AC unit in case the temperature is found not satisfactory.

SL No	NAME OF COMPARTMENT	Capacity	Qty (nos)
1	BRIDGE - 02 Deck (Tower AC)	2 Ton	2
2	OPS Room - 02 Deck (Tower AC)	2 Ton	2
3	MCR - 1 Deck	2 Ton	1
4	DCHQ - 1 Deck	2 Ton	1
5	SDN Room No.1 - 1 Deck	2 Ton	1
6	SDN Room No.2 - 01 Deck	2 Ton	1
7	LFVDS TECH ROOM - 1 Deck (Tower AC)	2 Ton	1
8	AFT MSB - 2 Deck	2 Ton	1
9	FWD MSB - 2 Deck	2 Ton	1
10	EW POST - 02 Deck	2 Ton	1
11	Tx Room - 02 Deck	2 Ton	1
12	MCO - 02 Deck	2 Ton	1
13	SATCOM - 02 Deck	2 Ton	1
14	Aux. Equip Room - 01 Deck	2 Ton	1
15	MSO Room - 01 Deck	2 Ton	1
16	IRL FDU POST - 1 Deck	2 Ton	1
17	HMS Room - 4 Deck	2 Ton	1
18	ELECTRICAL EQUIPMENT WORKSHOP – 2 Deck	2 Ton	1

- 3.3. The requirement is for a period of **six months** from the date of awarding the contract. Contractor shall ensure that the items mobilized are in good condition throughout the contract period.
- 3.4. Mobilization / De mobilization to / from CSL is to be done within 7 days from the date of awarding of contract/ expiry of contract.
- 3.5. Power supply available at CSL is 3 phase 415V, 50 Hz, contractor should mention the supply requirements in the submitted offer.
- 3.6. Installation/ De installation shall be in scope of contractor.

- 3.7. Contractor should depute competent technician for 8 hours operation and maintenance of equipment including draining of water condensate from the outdoor units at regular intervals. However, he should be able to provide the service for 24 hours based on yard requirement.
- 3.8. The Contractor shall ensure sufficient stock of materials / equipment and spares for the continuous operation of AC units.
- 3.9. The temporary items (cables, ducts / tubing and outdoor units) should be positioned in a manner in which it does not cause obstruction to passages or other works.
- 3.10. Subcontractor should maintain the log book for the operation of equipment on rental. Log book should be signed from authorized persons of CSL on daily basis and the same shall be taken as final document for the purpose of billing.
- 3.11. All electrical connections/disconnections shall only be done by qualified personnel.
- 3.12. Upkeeping of the items deployed will be the responsibility of contractor and if any issues related to the same arises it has to be brought to the attention of CSL officer in charge.
- 3.13. The contractor shall be responsible for any damage attributable to them caused to the material supplied by CSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
- 3.14. All the tools required for the work and all measuring instruments shall be under the scope of contractor.
- 3.15. All items required for the successful completion of the job other than that under CSL scope is to be procured by the contractor. The works shall be carried out to the total satisfaction of CSL.
- 3.16. Any item to be returned after completion of work shall be declared in the Material Declaration Form (MDF) available at CISEF, South Gate. The copy of MDF marked for the executing officer shall be handed over to him. It may be noted that CSL cannot permit to take out any items without a valid MDF.
- 3.17. Contractor should be capable of mobilizing additional units up to 3 nos. within the contract period as per the same rates quoted. CSL shall intimate 10 days in advance for mobilization if such requirements arises.
- 3.18. Contractor should carry out shifting of already fixed AC unit and accessories within the compartment / to outside compartment / to other ships based on requirement.

4. SCOPE OF CSL

- 4.1. Services of CSL cranes and forklifts for mobilizing items within CSL will be provided subject to availability.
- 4.2. 3 phase 415V, 50 Hz Power supply outlet at the required compartments

**TENDER ENQUIRY NOTICE - SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS
FOR ASW VESSEL**

5. METHODOLOGY OF WORKING

- 5.1. The contractor has to handle the CSL properties and materials issued to the contractor with due care. CSL reserves the right to recover any losses due to damage/ loss occurred in this regards.
- 5.2. All equipment/ portable electric tools, plug boards etc. used by the contractor should have tally plated/ tags for easy identification.

6. कार्य पूर्ण होने का प्रमाण पत्र / WORK COMPLETION CERTIFICATE

The contractor shall prepare and submit Work Completion Certificate (WCC) after completion of each stage of work. Stage payment shall be made based on duly signed WCC.

7. सुरक्षा / सांविधिक दायित्व / SAFETY/STATUTORY RESPONSIBILITY

- 7.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he should adopt all the required safety measure and strictly comply with the safety regulations in force. A copy of CSL's "Safety Rules for Contractors (Revised)" is available with SBOC Department for reference.
- 7.2. Any safety violation will be viewed seriously and dealt with prevailing safety rules of CSL at the time of such violation.
- 7.3. The Contractor should arrange to suitably insure all his workmen/other personnel in this regard. CSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 7.4. In this regard, the Contractor will have to fully indemnify CSL against any claims made by his workmen/other personnel.
- 7.5. The Contractor shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labour for executing the works.
- 7.6. The entire work force under the contractor shall always follow all instructions from CSL safety personal.
- 7.7. The contractor shall assign /appoint one Safety coordinator per vessel who will act as single point contact for all safety and security related matters.
- 7.8. Contractor shall issue all necessary PPEs to its workmen at his cost


कृते उप महाप्रबंधक / For Deputy General Manager
आउटसोर्सिंग विभाग / Outsourcing Department

ANNEXURE- IV

तकनीकी वाणिज्यिक जांच सूची / TECHNO COMMERCIAL CHECK LIST

(To be submitted by the bidder)

TENDER NO. SB-OSD/ASW/948/2025 Dtd: 24-04-2025

**(Bidders may confirm acceptance of the Tender Conditions/deviations if any
to be specified)**

No	Tender Enquiry Requirements	Confirmation from bidder (<u>strike off whichever is not applicable</u>)	Specific comments /Remarks
1	Scope of work as per Technical Specification/Drawings/ General Terms & conditions (Annexure III)	Agreed as per tender /Do not agree	
2	Whether technical bid & two price bids are submitted in separate PDFs?	Yes / No	
3	Schedule of work as specified in technical specification/ price bid of this tender is acceptable	Yes/ No	
4	Submission of Information/Documents with offer	Submitted/Not submitted	
5	Submission of MSME and NSIC registration document with offer	Submitted/Not submitted	
a	Specify the current status of the firm	MSME/MSE/Startup	
6	Offer Validity (date)	90 days - Agreed as per tender/Do not agree	
7	Completion period as mentioned in the tender enquiry is acceptable	Yes/ No	
8	Taxes & Duties	Specified/included in Price	
9	Payment terms - confirm		
a	Any others (Specify details)		
10	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	

11	Termination of contract/risk purchase as per relevant clause in the terms & conditions of tender enquiry is acceptable	Yes / No	
12	Force Majeure	Agreed as per tender/Do not agree	
13	EMD	Agreed as per tender/Do not agree	
14	SD	Agreed as per tender/Do not agree	
15	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
16	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
17	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
18	Confirm, un-priced price bid (price bid without price) is submitted with Part – I bid	Confirmed/Not confirmed	
19	Mode of submission of tender	Direct / Email	
20	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass eligibilities.	Yes / No	
21	Is your firm registered under TReDS	Yes/No	
22	Is your firm registered as vendor in CSL	Yes/No	
23	Do your firm have valid registration under statutory schemes such as ESI / EPF	Yes/No	
24	Deviations from Tender conditions	No Deviations /Deviations are specified	

हस्ताक्षर / Signature:

ठेकेदार का पता / Address of the Contractor

मुहर / Seal:

ANNEXURE-V

मूल्य बोली प्रारूप / PRICE BID FORMAT

TENDER NO. SB-OSD/ASW/948/2025 Dtd: 24-04-2025

**SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS FOR
COMPARTMENTS IN ASW VESSEL BY 524**

SL. No.	Description	Unit Rate in INR	Total Quantity	Total Amount for 6 months In INR
1	Rental charge for AC units (20 Nos)	-----per day per unit	20 AC units	
2	Operator charge (1 No., from 08:00 to 16:00 Hrs)	-----per day	1 operator	
3	Mobilization Charge of AC unit (to and fro)	----- per AC unit	20 AC units	
4	SUB TOTAL AMOUNT EXCLUDING GST (SUM OF SL. NO.1 to 3)			
5	GST ----- % HSN CODE:			
6	LANDED COST (SUM OF SL. NO.4 & 5)			



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FOR ASW VESSEL**

Grand Total amount (in words) Rupees.....
.....
.....

NOTE:

- A. L1 will be determined based on Sub total Amount at **SL. No. 4** excluding GST.
- B. GST as per the prevailing rate will be paid.
- C. Rate quoted should include labour charge, handling charge, equipment, tools & tackles, consumable charges and any other cost included for the satisfactory completion of all works as per drawings and scope of work mentioned at Annexure III.
- D. The estimated duration of the requirement is approx. 6 months, however actual requirement may vary slightly. Payment will be done for actual duration of engagement.



APPENDIX-A

COMPLIANCE MATRIX

<u>Clause No.</u>	<u>Compliance/ Deviation</u>

Notes:

1. If offer is not fully conforming to the requirements given in any clause of this specification, the deviation shall be stated in detail against the particular clause in the Compliance matrix.

APPENDIX-B

PERFORMANCE EVALUATION FORM

Parameters	Evaluation Grade Points Awarded (Grade Points X Weightage)					
	Grade	Excellent	Good	Average	Bad	Very Poor
	Weightage	5	4	3	2	1
Timely Completion as per Project schedule	10					
Work Planning & Coordination	2					
House Keeping and HSE	2					
Responsiveness to critical and complex works	2					
Overall Quality Management	2					
Integrity and Professionalism	2					
Total Grade Points (sum of points in each grade)	20					

Grand total of grade points awarded (Max 100)	
-----------------------------------------------	--

Points to be considered during evaluation

Timely Completion as per Project schedule	Completion of work within stipulated time, including class surveys & till submission of proper quotation. (No Reworks/Survey failures)
Work Planning & Co-ordination	Planning of (material, labour & machinery) for smooth execution of work, coordination with multiple agencies/stakeholders, Pro-active approach in avoiding hindrance of work, Supervisory skills, communication etc.
Responsiveness to critical and complex works	Willingness to execute complex works understanding the importance of the work for CSL, deployment of adequate workers in time & round the clock in critical tasks.
Overall Quality Management	Quality of Work, No of QC/Class survey points, Re-works, RT/Survey Failures, quality of manpower, supervisors etc. to be considered



**TENDER ENQUIRY NOTICE - SUPPLY OF AIR CONDITIONERS ON RENTAL BASIS
FOR ASW VESSEL**

House Keeping and HSE	Adherence to CSL HSE policies and instructions, use of PPEs, commitment & continuing practises for good housekeeping at site, daily tool box meetings at site.
Integrity and Professionalism	Responsiveness & commitment to work, uniforms to workers, appropriate & polite behaviour at site, ethics in preparation of quotations, corrections in quotation, proper documentation.
	Signature (CSL Officer in-Charge)
	Name & Design

