TENDER ENQUIRY

Dt. 19.05.2025

Tender Ref. No: MP1/Procurement of PPE/CMSRU

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 **Procurement of PPE at CMSRU.**

1 The offers as above should reach the undersigned on or before the last date and time shown. Tenders should be addressed to "The Deputy General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".

2. Techno - Commercial offers can also be made by e-mail, with price bid duly Locked with password, before <u>11.00 hrs (IST) on 31 May 2025</u>, if delivery of sealed offers cannot be ensured at CSL 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 3 months.

5. Quotation can be submitted by email as a password protected document (price part only) to the following email address.

gokul.rk@cochinshipyard.in

sembian.p@cochinshipyard.in

cmsru.m2@cochinshipyard.in

cmsru.materials@cochinshipyard.in

OR

In a sealed envelope addressed to "The Deputy General Manager (CMSRU), Cochin Shipyard Ltd-Mumbai Ship Repair Unit, Mumbai Port Trust, Mumbai-400001".

Last Date & Time of Receipt of Tender: <u>31May 2025 at 11.00 Hrs IST.</u>

Last Date & Time of Clarification 30 May 2025 at 17.00 Hrs IST.

Tender Opening date & time: <u>31 May 2025 at 11.30 Hrs IST.</u>

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 <u>www.cochinshipyard.com</u> and the CPP portal <u>www.eprocure.gov.in</u> regularly. Such amendments shall be binding upon them.

Enclosures: -

- 1. Special Instruction for Two Bid Systems
- 2. Scope of supply
- 3. Price bid
- 4. Specific Terms & conditions
- 5. Compliance Matrix
- 6. General Terms & conditions
- 7. Unprice bid

Signed copy of following documents shall be submitted along with <u>unpriced Price bid format</u> <u>clearly</u> <u>indicating quoted/not quoted</u> against each job scope as per CSL P- bid format (Un priced bid no need to protect with password, if send as soft copy in E mail).

- 1. Scope of supply
- 2. Price bid
- 3. Specific Terms & conditions
- 4. Compliance matrix
- 5. General Terms & conditions

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 will not be considered.

In case of technical queries, please contact Mr. SREENATH CHANGAROTH M(SAFETY) (Mob No.9321510314)

Yours faithfully,

Deputy General Manager (CMSRU)

CSL-MUMBAI SHIP REPAIR UNIT (CMSRU) Mumbai SPECIAL INSTRUCTION FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers super scribed in capital letters as **PART-I "TECHNO-COMMERCIAL" & PART-II "PRICE"** indicating the tender number, due date and name & address of the tenderer.

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 (Encl 2),Rules for engaging contractor's workmen in CSL-MSRU(Encl 4), Specific terms & Conditions (Encl 5), General Terms and Conditions (Encl 6), Compliance Matrix (Encl 7).

IV. Deviation list, if any

V. <mark>Price bid without price clearly indicating quoted/ not quoted against each line item/ DL(Encl:8).</mark>

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS: -

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

4. CSL/CMSRU reserves the right to alter, modify the scope of supply at themdiscretion and consistent with the Navy Policy 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 forcorrecting/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, 4,5, 6,7,8 &9 along with their bid as token of acceptance of terms & Conditions.

14. An Integrity Pact as per CSL/CMSRU 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)

COCHIN SHIPYARD LIMITED- MUMBAI SHIP REPAIR UNIT

SCOPE OF SUPPLY

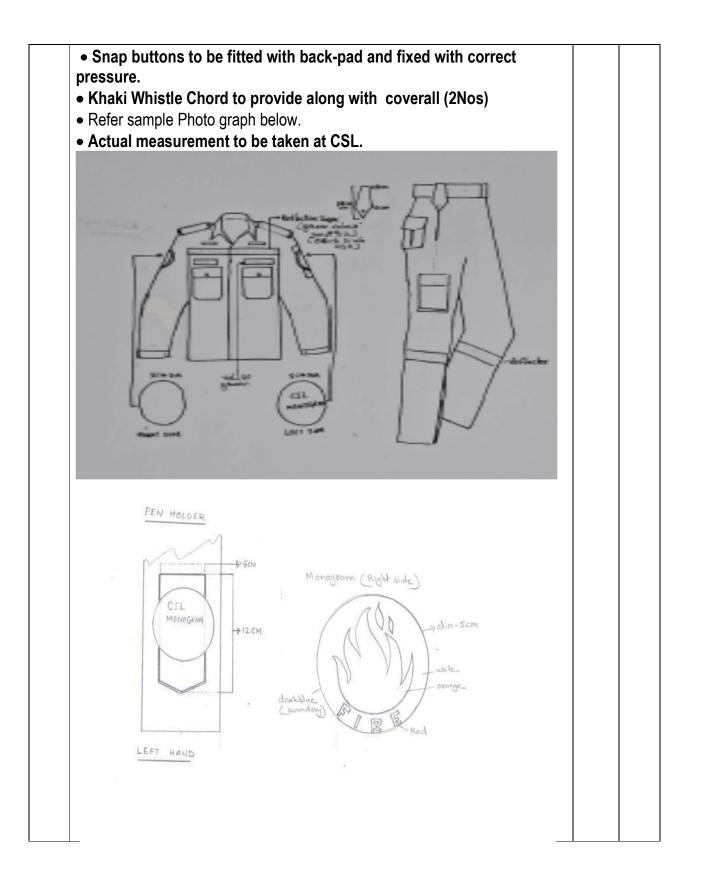
MP1	Procurement of PP	PE/CMSRU		
ENC	L.2			
SI No	ltem	Spec of item	Qty	Unit
1	EAR MUFF	 SPECIFICATION FOR HELMET MOUNTED EAR MUFF Product Requirements 1. NRR – 25dB, SNR-30dB 2. Type - Safety helmet mountable/ attachable. 3. Conforming Standards - IS/ CE/ ANZI/EN 4. Weight-Not more than 290grams 5. Cushion-Foam with PVC black lid 6. All metal elements to be made of stainless steel 7. Ear cups – Dual mould and slim ABS cup Other requirements 1. Supplier shall submit authorization letter from manufacturer along with the offer. 	80	Nos
2	HEAD MOUNTABLE WELDING HELMET/SHIELD	 Certification: IS 1179, IS 5983 /EN 175, EN 169/EN 166 Requirements a. Flip up facility for the shield and for welding lens holder. b. Suitable for welding in all positions and offers superior protection to head, face, neck and ear c. Flip shall accommodate 3 lenses (DIN glass in the centre with protective glasses on both sides) with lock for avoiding glass movement. d. Shielding glass shall be of DIN 11 and 2mm thickness (Thickness shall be uniform throughout to avoid power variation). e. Shielding lens shall be certified with IS 5983/EN 169/EN166. f. Shall provide lens manufacturer details and certification details. 	50	Nos

		 g. Clear lens shall be made of glass with minimum thickness of 2mm–Frame and flipping arrangement shall not get damaged on frequent opening and closing. h. Weight shall not be more than 450g without shielding and plane glass. 3. Other requirements a. One sample to be submitted along with the offer for evaluation. b. Additional 25 %(of total welding helmet quantity) number of shielding glass shall be supplied on initial delivery. c. Additional 50 %(of total welding helmet quantity) number of plane glass shall be supplied on initial delivery. d. Additional 10 %(of total welding helmet quantity) number of internal fittings shall be supplied on initial delivery. 		
3	Safety Helmet (Yellow)	 Standard- Safety Helmet shall be as per IS 2925-1984 & EN 397:1995 standard. Shell material – i. The material shall be Acrylonitrile Butadiene Styrene (ABS) with 3 cooling vents on both side of the crown for air circulation. ii. Hi-viz reflective tape must provide on top of the shell for high visibility in the darkness. Weight- Not more than 367grams Constructions - It shall be provided with an integral brim for excellent water management & short peak for better upward vision. ii)It should have universal slot at Brim (at diametrically opposite place on Brim) to accommodate Safety Face Shield and Ear Muff. 	400	Nos
		Harness- i. Helmet should have a Ratchet type suspension Harness with pull push technology. The sizing of the suspension is adjusted via a pull & turn ratchet knob into the appropriate size, holding the position securely in place and push to lock. ii. The extended lower nape strap should be movable type to appeal		

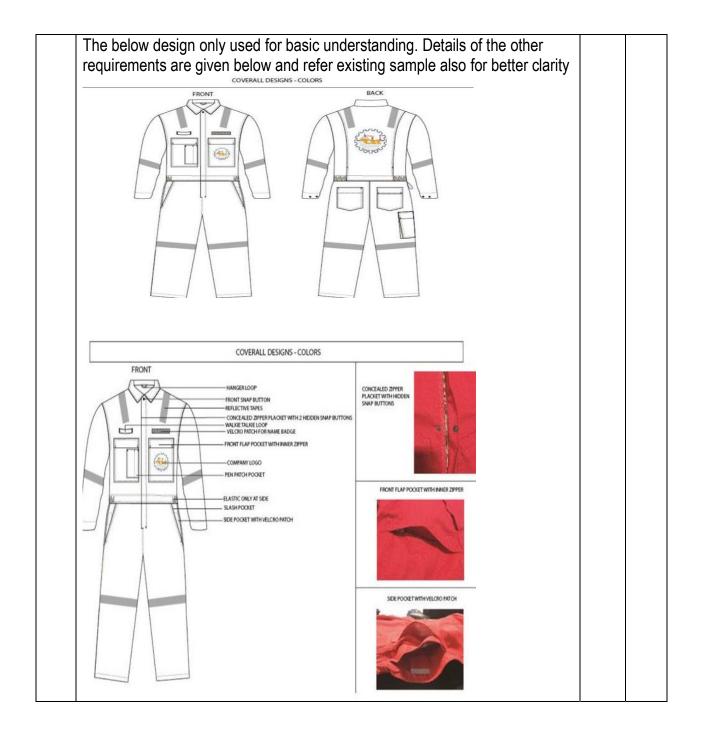
		cradle for more Head Band- Sweatband - Chin strap- Approvals- Other require at the front por	universal head size to prevent dislodging. Helmet shall be provided with 8 points anchoring. i. The textile/nylon assembly type comprising of anti-concussion tapes. ii. A cushion pad should be there on the comfort. LDPE material made adjustable head band to suit head circumference from size 520 – 640 mm. The material of sweat band shall be sweat resistant and non-irritant soft fabric.It should be Brushed cloth on Foam An adjustable 'Y" strap that fits under the chin to secure the helmet on the head. Material of chin strap should be polypropylene and chin strap should be polypropylene and chin strap clip should be nylon Manufacturer should upload their BIS License, Test report as per IS 2925 from any NABL accredited laboratory, EN certificate, with Offer, failing which the Offer shall be rejected. Material will be supplied along with batch test report. ments -CSL logo shall be screen printed tion and table on the right side of the ing Name, Code No: and Date of Issue		
4	Dip tray	b. Size -1300X c. Sump Capa d. Load capaci	•	2	Nos
5	Spill Kit	 a. Universal at b. Universal at c. Universal At d. Dust Pan ar e. Chemical sp f. Nitrile Gloves g. Emergency 	psorbent Pads -37 nos (size15 in X19 in) psorbent Socks- 3 nos (size 3 in X 4 feet) psorbent Pillow (size 10in X10 in) nd Wiper 1 No each plash Safety goggles -1 No	4	Nos

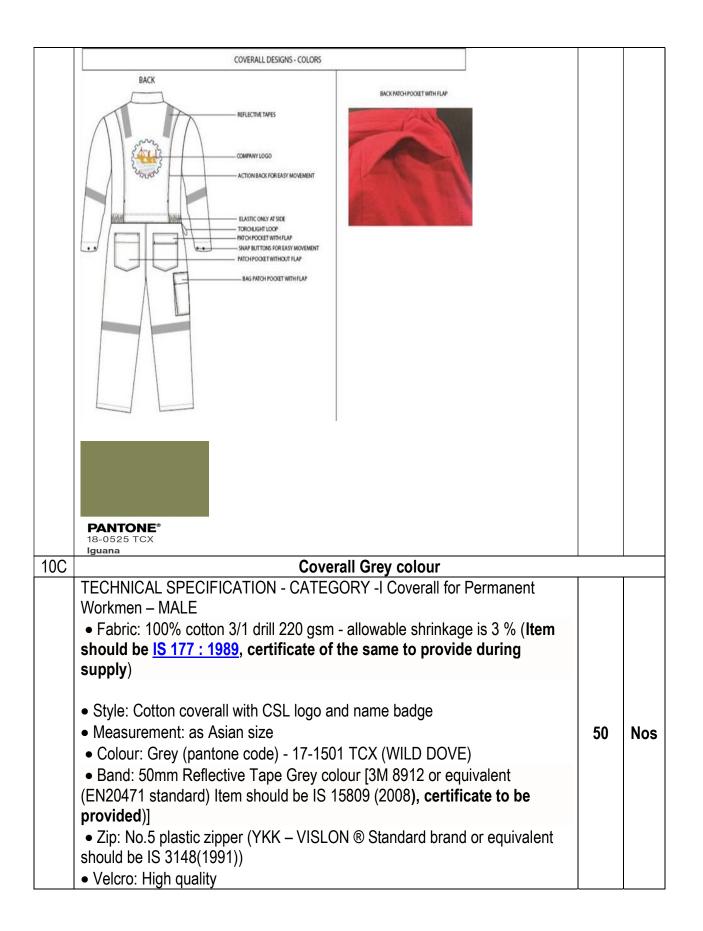
6	<u>HOSE RAMP</u> FOR FIRE HOSE	 i. Disposable bag with tie– 5 Nos j. Absorbent Granular 50 Grams -1 No k. Anti-Static Chemical Resistant shoe cover- 1pair l. Mutigas Dual Cartridge Reusable Half Face Respirator -1 set Material - Rubber Number of Channel-2 Nos Size - 838mmx300mmx90mm Weight - 12Kg Channel size - 75mm Color - Black with yellow reflective stripes Load bearing-8 Tons 	3	Nos
7	<u>CANVAS</u> GLOVES 300MM	 Have uniform thickness not less than 400GSM as per IS 1424 - 1983 They shall be five fingers type of Clute pattern and should have shape of finger. The stitches shall be 2.5 mm with the end of all stitching securely back stitched. The cotton sewing thread conforming to Variety No. 23 of IS:1720- 1969 shall be used. The size of the gloves shall be 300mm. 	300	Nos
8	Rechargeable rigging Safety Led Batten Light	Lighting TypeIncandescentBody MaterialABS PlasticColorRed and BlackUsage/ApplicationRiggingIP RatingIP33Battery TypeRechargeableVisual Distance300 mCountry of OriginMade in IndiaLength25 cm	2	Nos
9	Cotton Hand Gloves	TECHNICAL SPECIFICATION FOR COTTON KNITTED SEAMLESS WEAVING DOTTED HAND GLOVES: i) The Hand Gloves shall be made of Cotton Knitted Seamless weaving in 7 gauge, superior finishing, and strength with 2" seamless tightly Weaved cuff for better grip and comfort. ii) Soft rubber dots well protruded in uniform pattern at grip side up to fingers shall be provided. iii) SPECIFICATION : i) Size: 9" with 2" Cuff length; ii) Colour: Dark blue/ Black;	2000	Pair

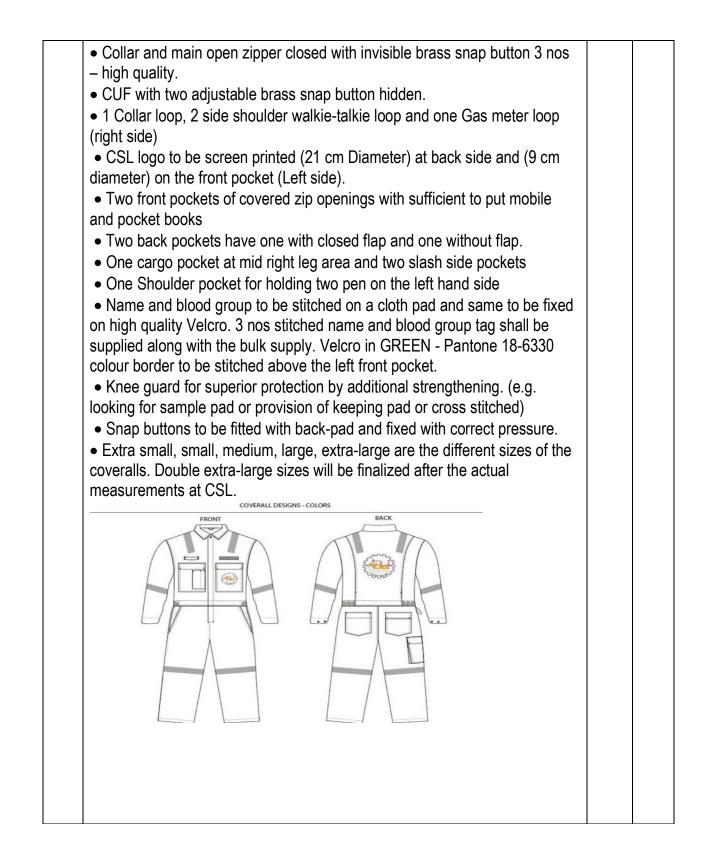
	iii) Dots: soft rubber; iv) Weight: 70 grams per pair (Approx.)		
10A		<u> </u>	
	 TWO PIECE (SHIRT & PANT) FOR PERMANENT FIREMAN (Full Sleeve) Fabric: 100% cotton 3/1 drill 220 gsm - allowable shrinkage is 3 % (Item should be <u>IS 177 : 1989</u>, certificate of the same to provide during supply) Style: Cotton coverall with CSL logo and name badge 		
	 Measurement: as Asian size Colour: Khaki (pantone code) - 17-0935 TCX (DULL GOLD) Band: 50mm Reflective tape green colour [3M 8912 or equivalent (EN20471 standard)]- Upper chest above name badge and on the backside. (Item should be IS 15809 (2008), certificate to be provided) Shoulder straps to be provided at both sides. 		
	 Zip: No.5 plastic zipper (YKK – VISLON ® Standard brand or equivalent, should be IS 3148(1991)) Velcro: High quality 	6	Nos
	 Main open zipper closed with invisible brass snap button 3 nos – high quality. Shoulder flaps(loop) with khaki buttons on the left and right shoulders. Collar loop above name badge level on the left and right chest for walkie-talkie loop (left side) and one Gas meter loop (right side) CSL logo to be screen printed (21 cm Diameter) at back side. Logo "FIRE" Embroidery (5 cm diameter) with Velcro on the right shoulder. CSL Logo- screen printed (9 cm diameter) with Velcro on the left shoulder. Two standard front pockets with flap cover and one khaki button at the centre and two snap buttons on the corner. 		
	 Name and blood group to be stitched on a cloth pad and same to be fixed on high quality Velcro. Velcro in GREEN - Pantone 18-6330 colour border to be stitched above the left front pocket. One Shoulder pocket for holding two pen on the left hand side shoulder. Standard Trouser with zipper, two hooks and three open loops (length-10 cm) & khaki button for firemen belt- one at centre back and one on each at sides. One back pocket with closed flap on the trouser. One cargo pocket at mid right leg area on the right and two slash side 		
	 One cargo pocket at mid right leg area on the right and two slash side pockets on the trouser Knee guard for superior protection by additional strengthening. (eg looking for sample pad or provision of keeping pad or cross stitched with double clothing) 		

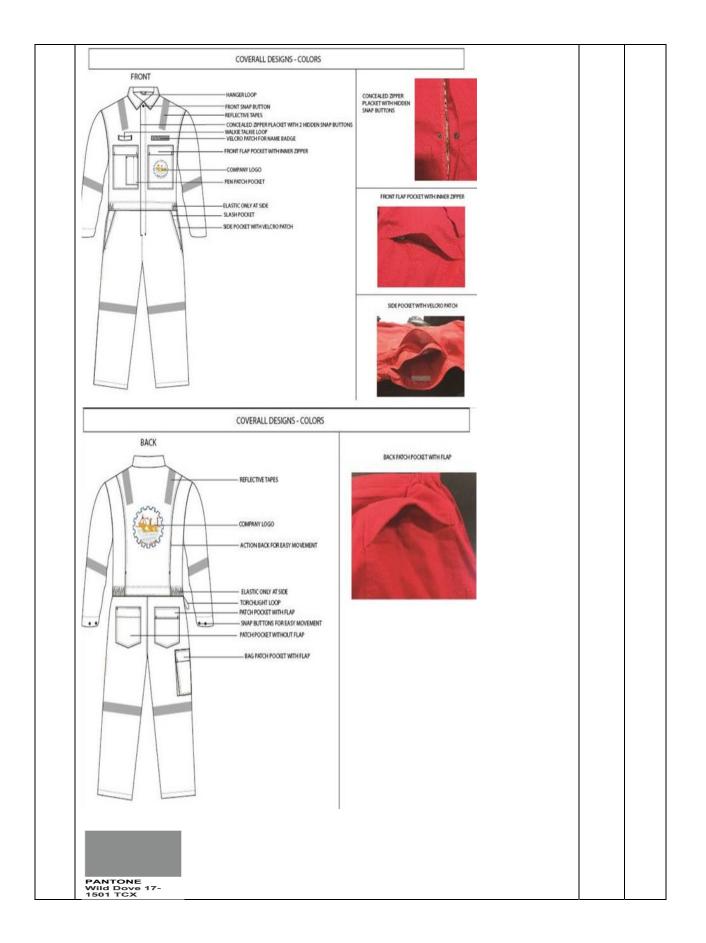


	PANTONE Dull Gold 17- 0935 TCX					
10B	3 Coverall Olive green					
	TECHNICAL SPECIFICATION - CATEGORY -I Coverall for On Contract Workmen / Comm. Asst MALE	44	Nos			
	• Fabric: 100% cotton 3/1 drill 220 gsm - allowable shrinkage is 3 % (Item should be IS 177 : 1989, certificate of the same to provide during supply)					
	 Style: Cotton coverall with CSL logo and name badge Measurement: as Asian size 					
	 Colour: Olive Green (pantone code) -: 18-0525 TCX (IGUANA), Band: 50mm Reflective Tape Grey colour [3M 8912 or equivalent (EN20471 standard) Item should be IS 15809 (2008), certificate to be provided)] 					
	• Zip: No.5 plastic zipper (YKK – VISLON ® Standard brand or equivalent should be IS 3148(1991))					
	 Velcro: High quality Collar and main open zipper closed with invisible brass snap button 3 nos high quality. 					
	 CUF with two adjustable brass snap button hidden. 1 Collar loop, 2 side shoulder walkie-talkie loop and one Gas meter loop (right side) 					
	• CSL logo to be screen printed (21 cm Diameter) at back side and (9 cm diameter) on the front pocket (Left side).					
	• Two front pockets of covered zip openings with sufficient to put mobile and pocket books					
	 Two back pockets have one with closed flap and one without flap. One cargo pocket at mid right leg area and two slash side pockets 					
	 One Shoulder pocket for holding two pen on the left hand side Name and blood group to be stitched on a cloth pad and same to be fixed 					
	on high quality Velcro. 3 nos stitched name and blood group tag shall be supplied along with the bulk supply. Velcro in ORANGE - Pantone 15-1164 TPX Bright Marigold colour border to be stitched above the left front pocket.					
	 Snap buttons to be fitted with back-pad and fixed with correct pressure. Extra small, small, medium, large, extra-large are the different sizes of the coveralls. Double extra-large sizes will be finalized after the actual measurements at CSL. 					









11	First Aid Box (First aid box with content as per rule 76 of Maharashtra factory act and rules Shall confirm to IS 13115 : 1991(R2001))	 a. 24 small sterilised dressings b. 12 medium size sterilised dressings c. 12 large size sterilised dressings d. 12 large size sterilised burn dressings e. 12 (15gm) packet of sterilised cotton wool f. One (200ml) bottle of cetrimde solution (1 per cent) or suitable antiseptic solution g. One (200 ml) bottle of mercurochrome solution (2 percent) in water h. One (120ml) bottle of salvolatile having the dose and mode of administration indicated on label. i. One pair of scissors j. One roll of adhesive plaster (6cmsX1 meter) k. Two rolls of adhesive plaster (2cmsx1meter) l. 12 piece of sterilised eye-pads in separate sealed packets m. A bottle containing 100 tablets (each 5 grains) of aspirin or any other analgesic n. One polythene wash bottle (500 cc) for washing eye o. 12 roller bandages 10 cms wide p. 12 roller bandages 5 cms wide q. 6 triangular bandages r. One tourniquet s. A supply of suitable splints t. 2 Packet of safety pins u. Kidney tray v. Snake bite Lancet w. One 30 ml bottle containing potassium permanganate crystals x. Ointment for burns y. First Aid leaflet issued by the Directorate General of Factory Advice Service and Labour Institutes, Bombay. 	1	Nos
12	First Aid item	 Antiseptic Dusting Powder 15gms Belladonna Plaster Absorbent cotton wool I P 20gms Providine Iodine Ointment USP 15 gms Antiseptic Solution 100ml Tube of burn ointment Roll bandage F-II 5cm x3mtr Roller bandage F-II 7.5 cm X3 mtr Adhesive Tape 2.5 cmX1 mtr Band Aid Strip/ Adhesive Dressing 	20	SET

11. Triangle Shape Bandage Cloth F-II	
12. Safety Pin	
13. Cold Ointment 20gm	
14. Pain Relief Ointment 10gm	
15. wooden Sticks	
16. 12 piece of sterilised eye-pads in separate sealed	
packets	
17. 24 small sterilised dressings	
18. 12 medium size sterilised dressings	
19. 12 large size sterilised dressings	
20. Book of Instruction on First Aid.	

	PRICE BID					
MP1/P	rocurement of PPE/CMSRU/CMSRU	ENCL.3				
SL NO	Material Description	Qty	UoM	Unit rate	Total rate	GST%
1	EAR MUFF	80	Nos			
2	HEAD MOUNTABLE WELDING HELMET/SHIELD	50	Nos			
3	Safety Helmet (Yellow)	400	Nos			
4	Dip tray	2	Nos			
5	Spill Kit	4	Nos			
6	HOSE RAMP FOR FIRE HOSE	3	Nos			
7	CANVAS GLOVES 300MM	300	Nos			
8	Rechargeable rigging Safety Led Batten Light	2	Nos			
9	Cotton Hand Gloves	2000	Pair			
10A	Coverall Khaki-TWO PIECE (SHIRT & PANT) FOR PERMANENT FIREMAN (Full Sleeve)	6	Nos			
10B	Coverall Olive green	44	Nos			
10C	Coverall Grey colour	50	Nos			
11	First Aid Box (First aid box with content as per rule 76 of Maharashtra factory act and rules Shall confirm to IS 13115 : 1991(R2001))	1	Nos			

Specific Terms & Conditions

Enq No: MP1/Procurement of PPE/CMSRU

- Payment 100% after delivery and final acceptance of material at CMSRU store. Payment shall be released against invoice certified by store officer/executing officer And other Mandatory documents as per purchase order within 45 days from the date of Submission of invoice.
- 2) Since it is an urgent requirement, we prefer offer with ex-stock or minimum Delivery period.
- 3) Since it is an urgent requirement, CMSRU reserves full right to accept/reject the Offer based on the delivery period. Delivery period shall be clearly indicated in the Offer.
- 4) CSL/CMSRU has the full right to withdraw the tender in partial or full during the course of this tender without giving any prior notice / clarifications to vendors.
- 5) Supply time period within **30 days** after receiving PO/LOI.
- 6) Liquidate Damages: LD at the rate of 0.5 % of the contract value per week or part thereof subject to a maximum ceiling of 10 % of the contract value, will be deducted from the

contractor's bill, in the event of failure of the contractor to complete the work within the

stipulated completion period or by the expiry of any extension period granted by CSL.

- 7) Quote is required along with SAC/HSN code. CMSRU will issue Purchase order as Per the offer.
- 8) All items shall be delivered at CMSRU stores (MbPA) on door delivery basis to Hughes Dry

Dock (Indira Docks), Mumbai Port Trust, Mazagon, Mumbai.

- 9) Loading, unloading, transportation and any other expenses etc. shall be at supplier Scope.
- 10) Qty projected may vary according to site requirement.
- Tender shall be issued on Two bid OTE basis and processed based on Line item wise
 L1. However, final decision shall be under CMSRU.
- 12) All the items against this enquiry shall be accepted after inspection only. Inspection shall be done at CMSRU site.
- 13) The materials supplied shall be free from surface defects.
- 14) In case of rejection, the rejected item shall be taken back by the supplier from CMSRU site and replace the same with new without any additional cost. The Replacement has to be completed within 24 hours from the date of intimation.
- 15) Final amount shall be calculated on the basis of actual supply against certified invoice by CSL executing officer/store officer.
- 16) Vendors are requested to submit the bid in the attached price bid format for avoiding discrepancies/confusions during the comparison stage.
- 17) Vendors are requested to submit a signed copy of Encl: 1, 3, 4, 5, 6 along with the Bid as a token of acceptance.
- 18) All documents submitted against this tender shall be signed and sealed by authorized persons. Otherwise it may be rejected without prior notice.
- 19) Original makers certificate for spares to be provided.
- 20) Only genuine spares will be accepted.

Seal & Sign of Authorized Person

COMPLIANCE MATRIX

(TO BE SUBMITTED WITH THE "Technical" BID)

SL.NO.	DESCRIPTION	REMARK	
1.	ACCEPT THE ENTIRE SCOPE OF WORK AS PER ENQUIRY	YES / NO	
2.	IF THE ANSWER TO QUESTION 1 ABOVE IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/ NOT ATTACHED	
3.	ACCEPT THE GENERAL TERMS AND CONDITIONS AND TENDER TERMS & CONDITIONS INDICATED IN THE ENQUIRY.	YES / NO	
4.	IF THE ANSWER TO QUESTION 3 ABOVE IS NO, LIST THE DEVIATIONS AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM GTC.	
5.	PAYMENT TERMS AS INDICATED IN ENQUIRY IS ACCEPTABLE.	YES / NO	

(Signature of the Contractor)

Seal of the firm.

General Terms and Conditions

- 1. Tenderers are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Deviations, if any, shall be separately listed and specifically brought out in the offer. CSL reserves the right to accept / reject the deviations.
- 2. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected.
- 3. In case of bids sent through email, then the documents should be password protected and the passwords should be passed on to the concerned officer while attending the bid opening or by email / SMS immediately before the tender opening against the request from officer.
- 4. Indigenous tenderers should quote prices for delivery of materials at CSL/CMSRU stores
- 5. Prices should be valid for acceptance for a period of three months (03 months) from the date of opening of tender.
- 6. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase.
- 7. Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bid.
- 8. Delivery term and delivery time / work completion time required for completing the job scope should be indicated in the offer.
- 9. CSL/CMSRU terms of payment is 100% payment after delivery of items and in case of service after satisfactory completion of job, within 30 days from the date of submission of Invoice along with all mandatory documents.
- 10. The firm/ bidder winning the contract shall sign an agreement with Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with CSL/CMSRU
- 11. Manufacturer's name, their trademark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars etc., should be attached to the offer.
- 12. Materials supplied shall be new and unused and shall confirm to CSL/CMSRU specifications and drawings.
- 13. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials, Material Safety Data Sheet may be furnished along with the material.
- 14. Samples are to be supplied free of cost in the event of requirement by CSL/CMSRU. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.
- 15. The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders.
- 16. Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL/CMSRU may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/

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

- 17. LD Clause: In case of delay in supply of ordered materials / delay in completion of work beyond the stipulated delivery / completion period which is not attributable to CSL, vendor is to pay liquidated damages (and not by way of penalty) a sum equivalent to ½%(half percent) per week or part of the week of the order value (basic price) in the case of machinery/equipment and of the value of materials / services delayed in the case of all other items/services subject to a maximum of 10% of the order value (basic price). For service orders, completion date as confirmed by the executing officer shall be reckoned for LD calculation.
- 18. Risk Purchase: If the supplier fails to supply the items ordered/complete the job scope within the delivery/completions date or violate any of the terms and conditions of the contract, CSL/CMSRU shall have the following rights.
 - (1) To terminate the contract with 15 days' notice forfeiting the security deposit.
 - (2) To initiate alternate procurement action at the risk and cost of the vendor.
- 19. Guarantee: The equipment supplied shall be guaranteed for satisfactory performance for 12 months from the date of commissioning or 18 months from the date of delivery of items whichever is earlier against faulty design, defective materials and bad workmanship. Supplier should supply and install free of cost immediately any part found to be defective for the above reasons within the guarantee period. The Services shall be guaranteed for a minimum period of 06 months from the date of successful commissioning/final acceptance.
- 20. Suppliers are generally allowed to depute their authorized representative to be present at the time of opening of the price bid. However this will be subject to the discretion/SOP of CSL, in view of the restrictions imposed by Govt/local body/CSL due to Covid-19 outbreak. At present, in view of COVID-19 pandemic, Vendors are not allowed inside CSL to attend opening of the price bid.
- 21. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.

- 22. Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Ernakulum, Kerala, India.
- 23. In case advance payment is sought, interest at prime lending rates prevailing in India will be charged. In addition, a Bank Guarantee in the CSL format equivalent to advance amount is to be executed to cover the period till the advance payment is adjusted. Normally Advance payments are not encouraged.
- 24. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purposes. However the same will be considered while placement of purchase order if the firm turns out to be L1.
- 25. After submission of tender, no unsolicited correspondence will be entertained.
- 26. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
- 27. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.
- 28. Public Procurement Policy initiatives of Govt. of India, pertaining to MSME's, startup etc as per CSL website (www.cochinshipyard.in) 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

٦

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.

Г

	onditions for Restriction of bidders sharing land border with India vide Office memorandum dt 020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020			
Α	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. 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)			
В	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.
С	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	 "Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	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
	Beneficial Owners- as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No.F.No.6/18/2019-PPD dated 23 rd July, 2020.Details of all beneficial owners having entitlement of more than 01% of shares or capital or profitto be given, in the format as given in Annexure-I duly certified by practicing Chartered Accountin India.

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	
В	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	

с	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 form 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.

UNPRICE BID						
MP1/P	MP1/Procurement of PPE/CMSRU/CMSRU ENCL.7					
	Mention:Quoted/Not quoted against					
SL NO	Material Description	Qty	UoM	Unit rate	Total rate	GST%
1	EAR MUFF	80	Nos	ХХ		
2	HEAD MOUNTABLE WELDING HELMET/SHIELD	50	Nos	хх		
3	Safety Helmet (Yellow)	400	Nos	XX		
4	Dip tray	2	Nos	XX		
5	Spill Kit	4	Nos	xx		
6	HOSE RAMP FOR FIRE HOSE	3	Nos	хх		
7	CANVAS GLOVES 300MM	300	Nos	ХХ		
8	Rechargeable rigging Safety Led Batten Light	2	Nos	ХХ		
9	Cotton Hand Gloves	2000	Pair	ХХ		
10A	Coverall Khaki-TWO PIECE (SHIRT & PANT) FOR PERMANENT FIREMAN (Full Sleeve)	6	Nos	хх		
10B	Coverall Olive green	44	Nos	xx		
10C	Coverall Grey colour	50	Nos	xx		
11	First Aid Box (First aid box with content as per rule 76 of Maharashtra factory act and rules Shall confirm to IS 13115 : 1991(R2001))	1	Nos	хх		

12	First Aid items Note: One number unit include below 20 items 1. Antiseptic Dusting Powder 15gms 2. Belladonna Plaster 3. Absorbent cotton wool I P 20gms 4. Providine Iodine Ointment USP 15 gms 5. Antiseptic Solution 100ml 6. Tube of burn ointment 7. Roll bandage F-II 5cm x3mtr 8. Roller bandage F-II 5cm x3 mtr 9. Adhesive Tape 2.5 cmX1 mtr 10. Band Aid Strip/ Adhesive Dressing 11. Triangle Shape Bandage Cloth F-II 12. Safety Pin 13. Cold Ointment 20gm 14. Pain Relief Ointment 10gm 15. wooden Sticks 16. 12 piece of sterilised eye-pads in separate sealed packets 17. 24 small sterilised dressings 18. 12 medium size sterilised dressings 19. 12 large size sterilised dressings	20	SET	XX	
	18. 12 medium size sterilised dressings				
	20. Book of Instruction on First Aid. TOTAL AMOUNT				
	TOTAL AMOUNT INCLUSIVE OF GST				