

TENDER ENQUIRY

Dt. 10.07.2025

Tender Ref. No: MP1/ARC/Ambulance with Driver/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 **ARC Ambulance with Driver 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 11.00 hrs (IST) on 22 July 2025, 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

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: 22 July 2025 at 11.00 Hrs IST.

Last Date & Time of Clarification 21 July 2025 at 14.00 Hrs IST.

Tender Opening date & time: 22 July 2025 at 11.30 Hrs IST.

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

Enclosures: -

1. Special Instruction for Two Bid Systems
2. Scope of work
3. A Prequalification criterion
4. Price bid format
5. Rules & Regulations
6. Specific Terms & conditions
7. General Terms & conditions
8. Compliance matrix
9. Unprice bid
10. HSE Guidelines

Signed copy of following documents shall be submitted along with unpriced Price bid format clearly indicating quoted/not quoted 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 work
2. Price bid format
3. A Prequalification criteria
4. Rules & Regulations
5. Specific Terms & conditions
6. General Terms & conditions
7. Compliance matrix
8. HSE Guidelines

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 Shri. Venkataraman B (SM – HR&Admin) (Mob No.9840012761)

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

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 them discretion 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 for correcting/changing amending the data/conditions already submitted with the tender.
11. Price should be quoted separately for each item. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.
12. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
13. The bidder shall submit a signed & sealed copy of the tender document including Encl 2, 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 (CMSRU)

Scope of work

MPI/ARC/AMBULANCE WITH DRIVER/CMSRU ENCL.2

Requirement:

01 Basic Life Support Ambulance Service for 24 Hours for one year as follows.

Ambulance Type	Ambulance Type	Unit	Quantity
Basic Life Support Ambulance (BLS) (24×7×365)	(A). Monthly Fixed rates for deputing a vehicle in the yard round the clock. (vehicle shall be minimum of len 3675 mm x breadth1475mm)	Month	12
	(B). Rates for emergency usage-KM/Month Charges per km. (Km computation only for emergency usage)	Km	1

GENERAL CONDITIONS

- The vehicle(s) offered should be in fit condition as per applicable laws of the Govt. and it should have all the facilities/potentialities supposed to be available in a standard Ambulance:
 - Stretcher benefit
 - Emergency light with hooter
 - Hygienic washable vinyl flooring
 - Foldable attendant and doctor seat
 - Durable oxygen cylinder bracket with holder
 - Exhaust fan and normal fans for patients
 - Small drug cabinet
 - Stand for intravenous fluid
 - 12 volts plug point for connecting monitors
 - Provision for connecting transport ventilator
 - Any other facilities as specified by the Govt. for Ambulances.
- All personnel engaged for the Ambulance Service should be registered under ESI and EPF and should be provided with valid ESIC Cards and EPF numbers, if applicable to the contractor.
- The drivers engaged should have valid driving license and should be co-operative and amiable in nature.
- The drivers provided should not have any history of criminal records or Alcoholism or Drug Addiction.
- No money should be demanded from the employee/ patient and If any instances came to the knowledge of this firm, then the contract itself will be subjected to cancellation or necessary action as deemed fit by the competent authority would be taken.
- The bidder/bidder would manage shift timings of drivers in such a manner that the 24 hours service should not be interrupted.
- The starting Kilometre and Time of each trip will be from the reporting location informed by CMSRU. Similarly, closing kilometre and time will only be considered till the destination of the particular trip as informed.
- The vehicle usage for commutation to & fro from garage shall not be considered.
- The drivers employed by the bidder/bidder shall always be ready for duty during duty hours.
- The driver(s) employed by the bidder/bidder shall have proper and valid driving licenses and physical fitness certificate for driving as required by law and shall have mental fitness and satisfy all conditions as required by Transport Authority and should also have experience of driving four wheelers.

11. The drivers supplied should not be above 60 years of age.
12. The drivers should always wear uniform while on duty.
13. The persons provided by the contractor shall be the employee of the contractor only and there is no Master and Servant or Employer and Employee relationship between the persons provided by the contractor and this firm and further the said persons of the contractor shall not claim any employment, engagement or absorption in this firm, in future.
14. The persons provided by the contractor shall not claim any benefit/compensation/absorption/regularization of service from/in this firm under the provision of industrial Disputes Act,1947 or Contract Labour (Regulation and Abolition) Act 1970. Undertakings from the persons to this effect shall be required to be submitted by the contractor to this firm.
15. CSL shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. CSL does not recognize any employee- employer relationship with any of the workers of the contractor.
16. The bidder has to indemnify the CSL against all claims, damages or compensation under the provisions of Central Minimum Wages Act,1948 and other labour laws in force from time to time and Payment of Wages Act, 1936, Employer's Liability Act, 1938; the Workman Compensation Act,1923, Industrial Disputes Act,1947; Maternity Benefit Act,1961; Bonus Act; Contract Labour (R & A) Act 1970, or any modification thereof, Child labour (Prohibition & Regulation) Act, 1986 or any re-enactment or modification of the same and any other Social Security benefits including prescribed number of leave/holidays and prescribed hours of work Schedule to the personnel deployed and all Acts related to Social Security(ESIC & EPF etc), GST wherever applicable & other Labour legislations, and such statutory orders from time to time CSL will not own any responsibility in this regards and the Contractor will be liable for any consequences resulting from violation of any such rule/provision.
17. The bidder will get the vehicles registered as an Ambulance with the appropriate authority. The vehicles should have proper Registration Certificate, Road tax payment certificate, Fitness, Comprehensive Insurance and shall be in good running condition/roadworthy without any trouble at all.
18. The vehicles offered should conform to the Emission norms laid down by Pollution Control Board and should possess the certificate "Pollution under Control" issued from the authorities concerned.
19. The vehicles offered for hire should be free from litigation as regards ownership is concerned and should possess no tainted history as rash driving, negligence or violation of traffic rule etc.
20. The vehicles should be kept ready for 24 hours a day, seven days a week without any kind of break and accordingly the bidder should arrange for replacement of vehicles in case of normal wear and tear/temporary out of service. Any expenditure towards wear and tear, repairing would be borne by the bidder.
19. One (1) BLS (Type C) Ambulance vehicles service 24×7×365 basis with requisite man power requirements for movement of patients should be provided. **The actual distance covered by BLS Ambulance van (24×7×365) for commutation of patients/employees for emergency usage shall be provided in kms, the payment will be on per km basis.**
20. Good engine condition for regular use and adequate quantity of fuel should be provided by the bidder himself at his own cost.
21. The Vehicles offered should have seats in the patient's cabin for transporting more than one patient, if necessary and permitted by the Safety Officer / HR & Administration department CMSRU.
22. In case of non-availability of the vehicle, the CSL would make its own arrangement for shifting of patients and the expenditure incurred in this and full amount would be recovered from the monthly bill of the bidder, including initiating proper action.
23. In case the ambulance van breaking down en-route, the bidder shall immediately arrange alternate ambulance van for transportation of patients. Any failure to provide alternate transportation within a reasonable time will be considered as failure of service and hence breach of contract.
24. The legal liability arising out of Accident, if any, during the period of engagement would be borne by the bidder.

25. Any loss of property caused by the driver would be recovered from the monthly bill of the bidder.
26. The bidder should provide a mobile phone to its drivers and the number would be intimated to the Safety Officer / HR & Administration department on duty, without exception.
27. The bidder shall maintain a logbook keeping records of the movement and such record will be certified by the Officer designated by HR & Administration department. (The service provider shall maintain a complaint register in the vehicle for the complaints by the employees/passenger travelling in the ambulance)
28. The bidder may note that in case of any failure or breach of the terms and conditions of contract which results in defects in delivery of medical care of patients in the ambulance van, including emergencies which has resulted due to deficiencies in services provided by the bidder thus leading to failure of providing services, the cost will be recoverable from the bidder in additions to attracting penalty.
29. Payment of wages and statutory obligations such as minimum wages etc. are to be observed by the bidder statutory liability viz ESI/EPF etc. will be solely borne by the bidder and no extra payment would be made on these accounts. (Payment will be made through bank transfer only. In no circumstance cash/cheque payment will be made)
30. The bidder should provide uniform to the driver so that the patients/staff can easily identify them.
31. The bidder should keep the ambulance ready for inspection whenever called for.
32. The Contractor should ensure the availability of ambulance with drivers to maintain adequate service and in case of any breach of terms and conditions penalty of Rs.1000/- (Rupees One thousand only) per incident shall be levied and deducted from the bill.

Penalties & Fine

Sr. No	Nature of Default	Default Details	Penalties		
			1st Instance	2nd instance	3rd instance
	Non-deployment of vehicle/driver(no replacement provided)	Non-deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a penalty of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 10% of monthly vehicle hiring cost
	Non-deployment of vehicle/driver(replacement provided)	Non-deployment for 30 min or more, replacement provided within 2 hours	Warning	Penalty of 3% of particular vehicle hiring cost	Penalty of 5% of particular vehicle hiring cost
	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party and a Penalty of 3% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a Penalty of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 8% of monthly vehicle hiring cost

	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a penalty of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a penalty of 4% of monthly vehicle hiring cost
	Delay in arrival of vehicle/driver EMT	For 10 mins or more	Warning	Penalty of 1% of vehicle hiring cost	Penalty of 2% of vehicle hiring cost
	Misbehavior by driver/ unacceptable behavior by driver	Any instance	Penalty of Rs.1000	Penalty of Rs.2000/-	Penalty of Rs.3000/-
	Driver in intoxicated state	Any instance	Penalty of Rs.2500/-	Penalty of Rs.3000/-	Penalty of Rs.4000/-
	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Penalty of Rs.500/-	Penalty of Rs.800/-	Penalty of Rs.1000/-
	Ambulance Driver not having valid driving license / Uninsured vehicle (ambulance) or expired insurance.	License / Insurance	Penalty of Rs.1000/-	Penalty of Rs.1200/-	Penalty of Rs.1400/-
	Seat belts not available, dis-functional or not used in ambulance.	Seatbelts to be working condition	Penalty of Rs.1000/-	Penalty of Rs.1200/-	Penalty of Rs.1400/-

33. Any deduction due because of Contractors/Service Providers obligation under the contract and subject to such deductions as may be necessary for making of CSL's claim against the Service Provider. The HR & Administration Department reserved the right to affect all such deduction.
34. Deduction of any liability/damages incurred by HR & Administration Department, CSL – Mumbai Ship Repair Unit(CMSRU), on behalf of the service provider/ Contractor in the discharge of his/their obligations under this Tender. The HR & Administration Department reserve the right to affect such deduction.
35. For any dispute regarding quality/service and rates the decision of the DGM-CMSRU shall be final and binding to the Contractor.
36. Failure of the successful bidder to comply with the requirements of above clauses shall constitute enough grounds for the annulment of the award and forfeiture of Bid security.

37. The security deposit amount will be refunded to the contractor within 60 days of completion of the contract subject to satisfactory performance of the contract.
38. The Security Deposit Bank guarantee will be forfeited if the bidder violates any of the conditions of this contract.
39. The selected Service Provider shall be required to start the services in accordance with the time schedule specified in the work order issued by CSL after acceptance of Tender. Extension will not be given except in exceptional circumstances. In case the services the right to cancel the work order and forfeit the EMD and/or Security Deposit.
40. Bills will be submitted by the contractor for the service provided on the basis of the indents raised for Ambulance on a monthly basis and should be supported by the Indent duty signed by the Sr Manager – HR & Administration, CMSRU, Mumbai or any other Officer authorized by the DGM-CMSRU for the purpose, the Name and Code number of the employee and signature of the Employee/Attendant, the distance covered/trip sheet, Vehicle number, time and place of visit and other documents as instructed for verification of the bill.
41. In case the service Provider/contractor discontinues the contract before the expiry of the period of contract, his Security Deposit shall be forfeited.
42. The contract is for a period of one year and for another one-year subject to satisfactory performance to be recorded by a Committee of heads of user Departments and accepted by the DGM-CMSRU.

Details of the services needed are as mentioned below;

Basic life support Ambulance Service:

- a) One Basic Life support ambulances should be permanently stationed (24×7×365) with requisite manpower requirements.

Ambulance van is authorized to have up to three drivers and six stretchers bearers.

- b) The basic life support ambulance vehicle shall not be more than 3 years old as on the date of opening of the tender. The ambulances should be equipped with stretcher. Emergency light with hooter. Hygiene washable vinyl flooring. Foldable attendant and doctor's seat. Durable oxygen cylinder bracket with holder. Exhaust fan and normal fans for patients. Small drug cabinet, stand for intravenous fluid, 12 volts plug point for connecting monitors, Provision for connecting transport ventilator, any other facilities as specified by the Govt. For Ambulances.

List of Equipment/Medicine to be made available in the Ambulance is attached herewith.

The bidder shall bear all the costs including maintenance of medicine/equipment as supplied in the Ambulance

Sr. No.	Patient Handling Equipment	No.
	Main Stretcher	1
	Pickup Stretcher	1
	Vacuum Mattress	1
	Transfer mattress	1
	Long Spinal Board complete with head immobilizer and securing straps and spine immobilizer	1
	Type of Immobilization Equipment	
	Traction Device	1
	Immobilization set of fractures	1
	Cervical upper Spinal Immobilization devices	1

	Extended upper spinal Immobilization extrication devices or short spinal Board (one of these)	1
	Type of Life SOT Equipment	1
	Stationery Oxygen	Minimum 2 Nos of 10L water capacity cylinders at maximum 150kgf/cm ² filling pressure manufactured as per IS:7285 and certified by chief controller Explosive, Nagpur
	Portable Oxygen	Minimum 1 No. of 2.2L Water capacity aluminum cylinder Maximum 150kgf/cm ² filling pressure manufactured as per IS:7285 and certified by chief controller of explosives, Nagpur
	Valve for Cylinders at 1 & 2 above	3/8' bull nose valve as per IS:3224
	Resuscitator with oxygen inlet and masks and airways for all age's oxygen reservoir	1
	Mouth to mask ventilator with oxygen inlet	Optional/1
	Electric portable suction aspirator with air flow of at least 30L/min and a vacuum level of at least 600mm HG (ISO 10079-1-1999)	1
	Portable suction aspirator manual	1
	Type of Diagnostic Equipment	
	Manual B.P. Monitor cuff size: 10cm- 66cm	Either 1
	Automatic B.P. Monitor, Cuff Size 10cm-66 cm	Either 1
	Oximeter	1
	Stethoscope	1
	Thermometer	1
	Device for blood sugar determination	1 Glucometer with compatible strips
	Diagnostic Light	1
	Type of Drug	
	Pain Relief Drug	1
	Type of infusion material or equipment	
	Infusion solution, liter	4 (one each of RL, NS, DNS, Iso-P)
	Equipment for injections infusion set	2
	Infusion mounting	2
	Pressure infusion device	-
	Type of Equipment for management of life-Threatening problems Two or More (unction's can be used in one device)	
	External cardiac pacing	Optional
	Defibrillator with rhythm and patient data recording	Optional

	Cardiac Monitor	Optional
	Portable airways care system(p.a.c.s) manual resuscitator mount to mask ventilator with oxygen inlet airways oro- or nasopharyngeal airway Aspirator	1
	Nebulization apparatus	1
	Thorax drainage Kit	-
	Volumetric Infusion Device	-
	Bandaging and Nursing	
	Material for treatment of wounds	1
	Material for treatment of Burns and corrosives	1
	Re-plantation container to maintain the internal temperature at (4+2) C for at least 2 h	Optional
	Kidney bowl	1
	Vomiting bag	1
	Bed pan	1
	Non-Glass Urine bottle	1
	Sharps container	1
	Gastric tube with accessories	1
	Sterile Surgical Gloves	5
	Non- Sterile Surgical Gloves for Single use	100
	Emergency Delivery Kit	1
	Waste bag	1
	Clinical Waste Bag	1
	Non-Woven Stretcher sheet	1
	Personnel protection equipment (For Each Member of the crew for protection and to identify the staff as road ambulance personnel-Numbers are quoted per	
	Basic protective clothing including high visibility reflective jacket or tabard	
	Advanced Protection wear	1
	Safety/Debris Gloves, pair	1
	Safety shoes, pairs	1
	Safety helmet	1
	Personnel protection Equipment against infection	1
	Rescue and protection material	
	Cleaning and disinfection material	1
	Seat belt cutter	1
	Wearing triangle lights	2
	Spotlight	1
	Fire Extinguisher Type (Minimum 2 kg capacity complying with IS:13849 or IS:2171	2
	Communication	

	Access to the public telephone e.g. via the network radio transmitter or by mobile(cellular) telephone	1
	Internal communication between driver patient compartment	1

List of Medicines for BLS Ambulance Type C

Medicines	Type C
Medicines as per standard norms in ambulance BLS	

- C. There should be drivers, stretcher bearers to operate ambulance service round the clock.
- d. The Ambulance vans should be available for service round the clock without any disruption.
- e. The Ambulance to be provided should be in excellent condition equipped with oxygen cylinder and oxygen facility . The oxygen should be filled by the service provider himself.
- i. The monthly package rate to be offered for round the clock service for ambulance service (24×7×365) with oxygen, drivers and stretcher bearers any be quoted along with kms rates separately by the service provider.
- g) The trip distance of ambulance shall be counted as emergency usage which shall be calculated for “to and from” journey from the CSL-Mumbai Ship Repair Unit, Mumbai - 1 to the destination.

Ambulance Driver’s Responsibilities:

1. Inspecting the ambulance before each shift, checking the fuel, oil, transmission fluid, wiper fluid, and coolant, and reporting any needed repairs.
2. Checking the first aid and medical supplies inventory levels before each shift and ensuring the ambulance is well-stocked.
3. Assisting patients onto Journeys and assisting them into the ambulance.
4. Driving an ambulance as quickly and as safely as possible to transport patients to the hospital.
5. Providing first aid or administering oxygen if the patient requires care before reaching the hospital.
6. Sanitizing the ambulance and safely disposing of any medical waste and soiled linens.
7. Maintaining driving log with daily entries and noting patients' names and addresses, travel times, mileage, and service performed.
8. Reporting accident facts to medical personnel and police officers, when necessary.
9. Ambulance Drivers should be present at site with proper uniform & batch- Cleaning of uniform will be under Service Provider’s scope
10. Driver must maintain vehicle in good & hygienic condition. Daily pre start inspection checklist must be available.

Other Clause

The contractor shall always have stand by arrangement for carrying out the work under the contract, in case of any failure of the existing arrangement, **CSL reserves the right to terminate of the contract at any time without any prior notice.** If the services are found unsatisfactory then also CSL has the right to award the contract to any other selected bidder at the post, risk and responsibilities of the contractor and excess expenditure incurred because of this will be recovered by CSL from the contractor's Security deposit or pending bill by arising a separate claim further

- A. All necessary report and other information will be supplied on a mutually agreed basis and regular meetings will be held with the CSL.
- B. Contractor and its staff shall take proper reasonable precaution to preserve from loss. Destruction or misuse of the area/space allotted to them by CSL & shall not knowingly lend to any person or company any of the effects or assists.
- C. In the event of loss/damage of equipment etc. at the premises of the CSL due to negligence/carelessness of contractor staff, then the contractors shall compensate the loss to CSL.
- D. The contractor shall in seeming its part of the agreement, ensure the safety of the building and the persons working in or visiting the CSL's premises and shall indemnify CSL any loss or damage caused by any act of the contractor or its employees or staff, movable and immovable property of CSL etc.
- E. The contractor shall not assign or sublet agreement or any part thereof to any third party.

Termination Clause:- During the period of agreement if it is found that the agency is not providing proper services or charging by fraudulent manner or otherwise, the Security Deposit , deposited with CSL or part thereof shall be forfeited in favor of CSL and agreement will be terminated after giving 30 days' notice in such situations, tender can be allotted to second lowest bidder.

However DGM-CMSRU may terminate the contract without assigning any reasons at any time.

Seal&Sign of authorized person

PRICE BID							
MP1/ARC/AMBULANCE WITH DRIVER/CMSRU				ENCL.3			
S/No	Type	Description	Quantity	Unit	Unit Rate	Total Rate	GST%
1	Basic Life Support Ambulance (BLS) (24×7×365)	Monthly Fixed rates for deputing a vehicle in the yard round the clock. (vehicle shall be minimum of len 3675 mm x breadth1475mm)	12	Months			
2		Rates for emergency usage- KM/Month Charges per km. (Km computation only for emergency usage)	1	Km			
TOTAL AMOUNT							
TOTAL AMOUNT INCLUSIVE OF GST							

Contractor's Seal & Signature

Rules for engaging contractor's workmen in CSL-MSRU

- I) The following labour statutory compliance measures should be followed by contractors working in CSL Mumbai Ship Repair Unit;
 - 1. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under EPF.
 - 2. If the contractor is engaging 10 or above contract workmen, their firm must have independent establishment registration under ESI.
 - 3. If the contractor is engaging less than 10 contract workmen and they are exempted under ESI/EPF, their workmen should be covered under Employee Compensation policy.
 - 4. The wage payment for workers should be disbursed through bank payment only and contractor have to submit monthly Challan for ESI Remittance ,EPF Remittance and bank statement of wage disbursement along with their monthly bills.
 - 5. If the contractor is engaging 20 or above contract workmen, they should take the Labour Licence under Contract Labour Contract Act.
- II) The contractor is solely responsible for complying ESI & EPF rules for contract workmen engaged by them for the work.
- III) It is mandatory to submit police clearance from Mumbai Police station to issue gate entry pass. Hence all the workmen belong to other states shall have to take police clearance from their respective home station to submit application form for obtaining police clearance from Mumbai Police Station.
- IV) Employee/worker deputed for the work shall not be over 58 Years of age.

Seal & Sign of Authorized Person

Specific Terms & Conditions

Enq no: MP1/ARC/Ambulance with Driver/CMSRU

1. Payment – 100% payment shall be released against invoice certified by Executing officer supported by service report and WCC and other mandatory documents, within 30 days from the date of submission of invoice after successful completion of the job scope.
2. Manpower has to be mobilized against CMSRU LOI/WO and work has to be commenced immediately as per the instruction of executing officer.
3. Vendors are strongly advised to visit work site prior to quoting.
4. Vendors should be able to carry out and complete the work at CMSRU yard, Mumbai and all the necessary passes to be arranged accordingly by the vendor
5. Any loose items, if needed, shall be delivered at CMSRU(MbPT) on door delivery basis to Hughes Dry Dock (Indira Docks), Mumbai Port Trust, Mazagon, Mumbai.
6. Entire scope of work is one year as per ARC Terms and conditions.
7. CMSRU reserves the full right to change the work scope/amend the work scope according to the site condition
8. CMSRU reserve the right to offload the job to more than one subcontractor (parallel contract) to meet the schedule against this tender.
9. CMSRU have the full right to modify (Deletion) the work scope in line with the final requirement, time lines of repair project, availability and spares.
10. CMSRU will place composite work order against this tender which includes the cost of material as well as service.
11. Tender shall be issued on **Two bid OTE** basis and processed based on **overall L1**. However, final decision shall be under CMSRU.
12. L1 firm has to provide detailed price split up (if required) within 03 days from the date of confirmation from CMSRU.
13. Firm to provide necessary valid certificates (wherever required).
14. Firms should have related similar experiences as per the work scope mentioned and the supporting documents as a proof to match the work experiences shall be submitted to CMSRU, if requested.
15. 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.
16. CSL/CMSRU has the right to accept or reject any or all of the offers.
17. Vendors are requested to submit the bid in the attached price bid format **(in Two Bid)** for avoiding discrepancies/confusions during the comparison stage.
18. **Vendors are requested to submit a signed copy of Encl. 1, 2,4, 5, 6, 7, 8, 9 along with unpriced bid format clearly indicating quoted/not quoted against each job scope with the Tech. bid for verification.**

Seal & sign authorised person

19. All documents submitted against this tender shall be signed and sealed by authorized persons and the compliance matrix shall be submitted in the company letter head of the vendor. Otherwise it may be rejected without prior notice.
20. All tools and tackles for successful completion of the job shall be arranged by the contractor.
21. Contractor shall abide by the CSL safety rules.
22. All consumables for the job shall be in the scope of vendor.
23. Job completion period has to be mentioned in the unpriced priced bid format.
24. All Material passes and Man entry Passes to be arranged by contractor. Required authorization letter only will be issued from CMSRU.
25. Forward offers and communications from mail IDs starting with words as highlighted in below message, since the message will be blocked and may not necessarily reach the indented ID, as indicated in below.

info
support
admin
sales
customersupport
helpdesk
mail
mailadmin
billing
hello
careers

26. Safety Measures that are to be ensured by contractors are :

- 1.Db IP44 type with ELCB
- 2.Blower with guard on both side
- 3.24 volt lamp with wire and DB
- 4.Flash back and non return valve for Cylinder (DA and Oxygen is allowed)
- 5.welding machine with ELCB of 30 mA to provided
- 6.Power tools like Grinding Machine should have handle and guard
- 7.Proper PPEs need to provided by the contractor to workers
- 8.Induction class need to attend by the new workers

Dy.General Manager (CMSRU)

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, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL/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

in receipt of documents, the bill of entry late filing fine shall be adjusted from the vendors payment.”

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

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

1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.
C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	"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 profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in 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	
B	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
1	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
2	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
3	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	

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

53. ARBITRATION :

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

2. If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute

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

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

_____ ○ _____

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.

UNPRICE BID							
MP1/ARC/AMBULANCE WITH DRIVER/CMSRU ENCL.3							
Mention:Quoted/Not quoted against XX							
S/No.	Type	Description	Quantity	Unit	Unit Rate	Total Rate	GST%
1	Basic Life Support Ambulance (BLS) (24×7×365)	Monthly Fixed rates for deputing a vehicle in the yard round the clock. (vehicle shall be minimum of len 3675 mm x breadth1475mm)	12	Months			
2		Rates for emergency usage- KM/Month Charges per km. (Km computation only for emergency usage)	1	Km			
TOTAL AMOUNT							
TOTAL AMOUNT INCLUSIVE OF GST							

Contractor's Seal & Signature

Health, Safety & Environment Contract Guidelines for OEMs /Turnkey jobs / Sub contract works
inside CSL **Encl: 9**

Introduction

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.

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.

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 contractors 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.

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.

I. General guidelines

1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/ QMS/S&F/SOP 02) 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 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.
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.
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.
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.
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.
7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
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.

II. HSE requirements

1. The OEMs/Turnkey jobs /Contractors 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.
2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning 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.
 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.
 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 Dept in charge and approval obtained from CSO before start of work.
 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 dept and approved by respective HOD.
 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.
 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.
 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.
 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.
 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.
 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.