

TENDER ENQUIRY

Tender Ref No: MP1/LOGISTIC COORDINATION/CMSRU

Dt. 20.03.2026

Dear Sir,

1. Tender in **Two bid system**, Part I - **Techno - Commercial** & Part II - **Price** for **Rate contract for Logistic Coordination for CMSRU** can be submitted by Email only, with price bid duly Locked with password to the following Email address;

cmsru.materials@cochinshipyard.in

Part I- Techno Commercial bid: The Techno Commercial bid shall contain all the technical details, commercial terms, conditions of supply, unpriced price format stating "Quoted" or "Not Quoted" BUT WITHOUT MENTIONING PRICES against each item in the format, deviations taken if any on tender conditions, details of **payment of EMD**, terms of payment. All the above documents shall be duly signed and stamped by authorised person(s) in each page.

Part II Price Bid: The price bid shall contain only the price against each item in the price format provided in the tender duly stamped and signed by authorized person(s).

Following documents in respect of technical bid 'Part I' to be send by Email and submitted strictly as per tender schedule.

- i. Scope of work
- ii. Un-price Bid
- iii. Rules for engaging workmen in MSRU
- iv. General terms and conditions
- v. Compliance Matrix
- vi. H&S Contract Guidelines
- vii. Specific Terms & Conditions
- viii. Prequalification Criteria

Price bid as per price bid format 'Part II' should be signed and stamped and submitted strictly as per tender schedule.

Last Date & Time of Receipt of Tender: 10 April 2026 at 11:00 Hrs IST.

Last Date & Time of Clarification: 08 April 2026 at 14.00 Hrs IST.

Tender Opening date &time: 10 April 2026 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.

Signed copy of tender 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)

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. Gokul R Krishna \(SM - Materials\)](#) (Mob No.9321353956) & Email ID gokul.rk@cochinshipyard.in.

Yours faithfully,

Deputy General Manager (CMSRU)

Scope of Work

MP1/LOGISTIC COORDINATION/CMSRU

ENCL.1

1. CMSRU is undertaking ship repair operations inside Mumbai Port Authority. Movement of materials in and out of the Entry/Exit gates of MbPA is required for managing the ship repair operations at CMSRU. A competent agency shall be engaged for providing logistics and service coordination support for assisting the material movement. The work shall involve co-ordination with MbPA, Customs and CISF for clearing the passes generated by CMSRU.
2. Brief description of scope of work shall be as below:
 - a) Passes for material IN/OUT shall be generated by CMSRU and shall be handed over to the firms' representative. The firm shall coordinate with MbPA, Customs and CISF for obtaining necessary permissions for facilitating smooth IN/OUT material movement including undertaking necessary discussions with Senior Officials on need basis. Vehicle for movement inside MbPA shall be provided by Yard. Arranging of material handling equipment, loading / unloading shall not be in the scope of bidder.
 - b) The firm shall provide services to CMSRU during 09:00 hrs to 18:30 hrs for 6 days a week. The firm shall deploy a minimum of 1 personnel of suitable experience on daily basis at CMSRU for managing the requirements. The personnel deployed shall be holding a valid Diploma or Degree.
 - c) The firm shall engage a retired senior official on need basis not below the rank of Deputy Conservator / Harbour Master / Traffic Manager. A minimum of three visits at CMSRU shall be considered every month.
 - d) The firm shall provide necessary assistance to CMSRU in undertaking discussions with Senior Officials of MbPA, Customs and CISF for streamlining material movement.
 - e) Up keeping of material passes generated as per instructions from Supervisor / Officer in-charge of CMSRU

Seal&Sign of authorized person

MP1/LOGISTIC COORDINATION/CMSRU

PRICE BID ENCL.2

| SI No | Description of manpower | Qty | UoM | Unit Rate | Total Rate |
|--------------------------|---|-----|--------|-----------|------------|
| 1 | Providing assistance to CMSRU for generation of material passes as per the scope of work on monthly basis | 6 | LS | | |
| 2 | Services of retired senior official on need basis (Minimum 3 visits considered per month) | 18 | Visits | | |
| Total Rate | | | | | |
| GST% | | | | | |
| Total Rate including GST | | | | | |

| MP1/LOGISTIC COORDINATION/CMSRU | | | | | |
|--------------------------------------|---|-----|--------|-----------|------------|
| Unprice Bid Encl.3 | | | | | |
| Mention:Quoted/Not quoted against XX | | | | | |
| SI No | Description of manpower | Qty | UoM | Unit Rate | Total Rate |
| 1 | Providing assistance to CMSRU for generation of material passes as per the scope of work on monthly basis | 6 | LS | xx | |
| 2 | Services of retired senior official on need basis (Minimum 3 visits considered per month) | 18 | Visits | xx | |
| Total Rate | | | | | |
| GST% | | | | | |
| Total Rate including GST | | | | | |

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

Annexure – 2

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. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected. No overwriting /corrections. If so to be attested.
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 stores and in the case of foreign bidders the same shall be on Ex Works / FOB basis only. C&F prices shall also be indicated in the offer. Insurance in all cases shall be arranged by CSL, unless it is specifically mentioned.
5. Prices should be valid for acceptance for a period of four months (04 months) from the date of opening of tender.
6. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase clause.
7. Taxes, duties and other charges, 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 terms of payment is 100% within 45 days from the date of receipt & acceptance of items at CSL and in case of service after satisfactory completion of job, within 45 days from the date of submission of Invoice along with all mandatory documents.
10. Any clarifications, technical or commercial shall be sought at least 24 hours prior to bid submission date. CSL reserve the right entertain / pass such clarifications that are sought late. Also, request for extension of bid submission date if required shall be informed in advance but not later than 24 hours prior to bid submission. CSL reserve the right to accept / reject such extension requests based on the urgency of item tendered and the number of bids received so far.
11. Upon submission of offer, it is presumed that the work has been completely understood by the bidder and quoted accordingly. Bidders cannot claim ignorance of any aspect of work after submission of the offer. In case of site visit required, the same shall be informed in advance so as to arrange the same.

12. 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.

13. Vendor should follow all statutory requirements of the products offered.

14. 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.

15. Materials supplied shall be new and unused and shall conform to CSL specifications and drawings.

16. 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.

17. Samples are to be supplied free of cost in the event of requirement by CSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.

18. The quantities of each item to be purchased may vary according to actual requirement at the time of placing orders.

19. 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 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.

20. 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.

21. Guarantee: The equipment/item supplied shall be guaranteed for satisfactory performance for 12 months from the date of arrival at CSL 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.

22. Integrity Pact: All bids of value above 1 crore shall include a duly signed integrity pact. (Format attached herewith)

23. 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.

24. 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 agent 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.

25. Participation by a bidding firm or any of its affiliates that are either:

- a) Involved in the consultancy contract to which this procurement is linked; or
 - b) If they are part of more than one bid in the procurement; or
 - c) If the bidding firm or their personnel have relationships or financial / business transactions with any official of Procuring Entity who are directly or indirectly related to tender or execution process of contract; or
 - d) Improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the procurement process or for personal gain;
- are not permitted to participate in the tender.

26. 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.

27. As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted a Grievance Redressal Committee. The following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.

- a) Mrs. Anjana KR, GM (Design)
- b) Mr Shibu John, General Manager (Finance)
- c) Mrs Bindu Krishna, AGM (Legal)

28. 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 lowest bidder.

29. After submission of tender, no unsolicited correspondence will be entertained.

30. 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.

31. 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.

32. 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.

33. 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.

34. Asbestos should not be part of any material / packing material supplied to CSL.

35. 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.

36. 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). For determining EPF/ESI liability, the attached format to be duly filled and submitted to our welfare department before commencement of work & before 5th of every month. 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.

37. 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 eco-friendly. 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.

38. 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.

39. Sub-contracting 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.

40. 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.

41. Vendors shall take back rejected products, if any, and immediately supply new product/rectified product at vendor's expense, including all freight costs.

42. 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.

43. 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.

44. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.

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

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. Invoice submission:

- (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 instalments, 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.

As a digital initiative to increase the transparency and to streamline vendor payment cycle, an online invoice submission portal has been setup for CSL vendors. The soft copy of invoices and supporting documents for material supply to be uploaded in the portal. Also, payment tracking can be effectively done by vendors logging in to the portal. Hence, supplier shall upload the invoice and supporting documents in CSL website portal after delivery of the material at the earliest. Payment will not be processed, if the invoice is not uploaded to the portal.

54. "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 Cochin Airport basis. 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 vendor's 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.

REGARDING 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 alongwith 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 | |

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| C | Local content requirement to categorise a supplier as Class I/ClassII/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 vau 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/ClassII local supplier is to provide a certificate from statutory auditor/cost auditor(for companies) /practising 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. | |

REGARDING RESTRICTION OF BIDDERS SHARING LAND BORDER WITH INDIA

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| 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 alongwith 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). |
| 3 | Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting |
| | I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting 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. |

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| 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. |

All other terms & conditions of the tender remain unchanged.

For Deputy General Manager(SRM)
Cochin Shipyard Limited

MP1/LOGISTIC COORDINATION/CMSRU

Specific Terms and Conditions

Encl.6

1. **Period of Contract:** Period of contract shall be for 6 months.
2. **Payment Terms** – Payment shall be released **on monthly basis** on submission of Invoice along with supporting documents (Work done certificate duly certified by Execution Officer, attendance details, ESI/EPF documents) **within 45 days** of submission of invoice. Invoice shall be submitted through vendor invoice management system.
3. All line items shall be quoted as per the price bid format. L1 shall be determined based on **Overall L1**. If any line item found not quoted shall be considered ineligible.
4. **Offer Validity:** The offer should be valid for a minimum period of four months from the date of opening of tender.
5. **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.
6. Firms shall mention their PAN No. and GSTIN No in the offer.
7. Indemnity: Notwithstanding that all reasonable and proper precautions may have been taken by the contractor at all times during the progress of the work, the contractor shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other property or to the lives or persons or property of others during the progress of the works and period of contract.
8. CSL safety procedures to be followed for entire period of work by contractor.
9. **The contractor shall get familiarize with exact scope before quoting for the same. Once offer received, it is deemed that the bidder has assessed the exact quantum of work and accepted all terms and condition for the subject work.**
10. **Safety Provision:** Attention is invited regarding safety provisions and adheres to the same while executing the work. In addition to the instructions stipulated therein, contractor should note that it is compulsory that every worker employed by the contractor/successful tenderers shall use PPE while the contract work is in progress, at CMSRU premises / site. The contractor should take necessary safety measures to carry out the job, without causing any accident, and shall not cause any Loss to CMSRU either directly or indirectly. However,

if any such incident took place while carrying out the work, loss to the CMSRU properties will be borne by the contractor.

11. All applicable taxes, duties etc. should be included in the rate quoted, unless specified otherwise.
12. 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"**.
13. **After submission of quotation/price bid opening, no unsolicited correspondence will be entertained.**
14. **The tender shall be issued on Two bid basis.**
15. **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.**
16. The firm should not subcontract the work in part or full if awarded the contract by CSL – MSRU.
17. CSL – Mumbai ship repair unit reserves the right to award the contract to one or more firms during the pendency of this contract, depending upon the actual necessity.
18. CSL – Mumbai ship repair unit reserves the right to reject any or all the offers without assigning any reason whatsoever.
19. All relevant clauses of general conditions of contract prevalent in CSL – Mumbai ship repair unit will be applicable to this contract also. HSE guidelines issued by CSL – Mumbai ship repair unit from time to time shall be followed by the firm.
20. The Invoices to be raised on Officer –in-charge, CSL-Mumbai Ship Repair Unit (CMSRU), HDD Office Building, Green Gate, Shoorji Vallabhdas Road, Fort, Mumbai, Maharashtra – 400001. GST Registration no. of CSL-MSRU is GSTN - **27AAACC6905B1Z4** which is to be indicated on each bill raised. **Invoice shall be submitted through Vendor Invoice Management system.**
21. Any loss/damage sustained by CSL – Mumbai ship repair unit on account of any negligent act of the personnel engaged by the firm will be fully recovered from the firm.
22. It is clarified that the firm cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Cochin Shipyard Ltd. has a grievance redressal cell and all un-resolved disputes shall be referred to the nodal officer, Company Secretary, Cochin

Shipyards Ltd in the specified format. All questions, disputes, differences or differences arising under, out of, or in connection with the contract after hearing by Cochin Shipyards Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi.

23. **The tenderer has to pay Rs.10000/- (Rupees Ten Thousand only) (Refundable) as EMD for participating in the tender in the form of DD in favour of the Cochin Shipyards Limited, Cochin -15. Tenders without the Earnest Money deposit will not be considered. The Earnest Money Deposit received from the unsuccessful tenderers will be refunded only after the finalization of the contract. Original DD to be submitted as per tender schedule to the address "The Deputy General Manager (CMSRU), Cochin Shipyards Ltd- Mumbai Ship Repair Unit, Mumbai Port Trust, and Mumbai-400001".**
24. **Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption.**
25. The bidder has to submit necessary documentary proof along with bids in support of their registration under MSME and NSIC to be eligible for above privileges. Firms not registered under MSME are required to submit EMD.
26. EMD is refunded after finalization of the contract in respect of successful bidder. In respect of unsuccessful bidders EMD/Bid bond will be returned within 30 days after placement of order.
27. CSL shall have the right to forfeit the EMD for the following reasons: -
 - a) Tenderer withdrawing the tender during the validity period.
 - b) Successful tenderer, may not accept the order/fails to sign the contract within stipulated period.
 - c) Tenderer after accepting the work order fails to provide services.
28. **A recovery of 10% will be made from the firm's bill towards security deposit upto 3% of PO value (excluding taxes & duties) and will be returned only one (1) month after expiry of the contract.**
29. CSL – MSRU reserves the right to terminate the contract at short notice in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by CSL – MSRU on this account.

30. During the evaluation of tender SM(CMSRU) may at his discretion ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.
31. The acceptance of a tender will rest with DGM (CMSRU) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.

For Cochin Shipyard Limited

Deputy General Manager (CMSRU)

Signature and Seal of the Contractor (s)

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.

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.

Pre-qualification criteria: Encl.9

- a) Bidder shall be a registered company preferably conversant with Port procedures. Copy of valid registration document shall be submitted along with the offer.
- b) Bidder shall be able to engage a retired senior official on need basis for any required coordination for undertaking the scope of work. The official engaged shall have served with any Major Ports in India not below the rank of Deputy Conservator / Harbour Master / Traffic Manager. Details of the official proposed to be engaged shall be communicated in the technical offer.

Seal&Sign of authorized person