

TENDER ENQUIRY

Dt. 12.08.2025

**Tender Ref. No: MP1/SUPPLY&INSTLLATION OF SOLAR POWER
PANEL/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 **SUPPLY & INSTALLATION OF SOLAR POWER PANEL 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 29 August 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 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

ashutosh.pande@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: 29 August 2025 at 11.00 Hrs IST.

Last Date & Time of Clarification 28 August 2025 at 14.00 Hrs IST.

Tender Opening date & time: 29 August 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. Price bid
4. Rules for engaging workmen in MSRU
5. Specific Terms & conditions
6. General Terms & conditions
7. Compliance matrix
8. Unprice bid
9. H&S Contract
10. Declaration
11. Guidelines & Eligibility Criteria
12. Special Term and Conditions
13. Technical Specifications
14. Techno-Commercial Checklist
15. Unconditional acceptance
16. Undertaking

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
3. Rules for engaging workmen in MSRU
4. Specific Terms & conditions
5. General Terms & conditions
6. Compliance matrix
7. H&S Contract
8. Declaration
9. Guidelines & Eligibility Criteria
10. Special Term and Conditions
11. Technical Specifications
12. Techno-Commercial Checklist
13. Unconditional acceptance
14. Undertaking

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. SARAVANAKUMAR S (DM - Electricals) (Mob No.9025286646)

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)

COCHIN SHIPYARD MUMBAI SHIP REPAIR UNIT

SCOPE OF WORK

MP1/ SUPPLY & INSTLLATION OF SOLAR POWER PANEL /CMSRU ENCL.2

1. The scope of work includes site study, design, supply, installation, testing and commissioning of **30kWp on grid solar power plant at Hughes Dry Dock Substation (East) of Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai.** This is a **turnkey job**; all the materials required for the satisfactory completion of the project should be supplied and installed by the contractor.

Sl. No.	Location	Capacity	Type of roof
1	HDD East Substation, CSL-Mumbai Ship Repair Unit, Hughes Dry Dock, Mumbai Port Authority	30kWp	Concrete roof

2. The scope includes supply and installation of **Mono PERC** solar panels at roof top of HDD East Substation, CSL-Mumbai Ship Repair Unit, Mumbai Port Authority, power conditioning units (PCU), module mounting structures, maintenance platforms, junction boxes, DCDB, ACDB, cables and accessories, net metering facility, data logging system, cleaning system, earthing & lightning protection including connected civil works and testing, commissioning of the plant, etc. The work has to be carried out as complying with the technical requirements/ standards for SPV systems/ power plants, defined under the programmes of Ministry of New and Renewable Energy (MNRE).
3. The bidder should note that the specifications furnished in the tender is of general nature only and it is the responsibility of the bidder to design, supply, install, commission and put in operation the equipment and services required for the satisfactory performance of the solar power system. The Solar PV system shall be synchronized with existing power system.
4. Supply of solar meters, bi-directional energy meters and testing and calibration of these meters in approved laboratories, obtaining all statutory clearances/ approvals from Electrical Inspectorate/ CEA etc., as required for the new grid connected solar power plant to be installed on roof top of HDD East Substation, CSL-Mumbai Ship Repair Unit, is under the scope of the contractor/bidder. Application and registration fees for solar power plants to Electrical Inspectorate / approval authorities will be borne by CSL. **Modification if any in the existing system suggested by Electrical Inspectorate / approval authorities / CEA (metering, reverse power relay, shunt trip etc.) shall be done by contractor without any extra cost.**
5. Before establishing connectivity with grid, the system has to be tested in the presence of the representative of statutory agencies as required and clearance has to be obtained. The responsibility for conducting pre-commissioning test lies with the contractor who installed the system. The installation shall be considered as completed only after testing and commissioning of the system.

The cost or fees if any, for the testing after completion of installation for establishing connectivity has to be met by the contractor.

6. All the necessary details, drawings and submission of application shall be furnished by the contractor for verification.
7. Wherever necessary or required, the Supplier shall furnish the test and/ or inspection certificates from the appropriate authorities as per statutory regulations and the cost for obtaining these certificates shall be included in the Contract price.
8. As the work is to be done above HDD East Substation, CSL-Mumbai Ship Repair Unit, sufficient safety measures have to be adopted. The safety precautions for the work of solar power plant at the roof top of buildings for affixing module mounting structure and solar modules are as follows.
 - A safe means of access to the work area/ roof top shall be ensured. They shall be kept free from obstructions, substances and materials.
 - The supervisor of the contractor must ensure the workers are provided with the necessary Personnel Protective Equipment before the work starts. He shall also ensure that they use it appropriately.
 - The contractor shall inform the workers about CMSRU HSE requirements through Toolbox Talk.
9. The contractor shall supply a portable pressure washer (Karcher or Bosch make) of operating pressure not less than 125 bar with pressure hose of length not less than 20 meter, heavy duty rubber hose of length 20 meter and necessary power supply extension board with 30 meter length of cable for washing and cleaning the PV modules and cost for same shall be included in Contract price.
10. Contractors are expected to visit CMSRU site to design the mounting structure and other related parameters for the solar power plant to be installed on rooftop of HDD East Substation, CSL-Mumbai Ship Repair Unit for site study.
11. The work involves:
 - a) Supply and installation of Solar PV modules, Power Conditioning Units, array junction boxes, AC distribution board, power and control cables including terminations, net metering, earthing & lightning protection system, data acquisition system with remote monitoring facilities, water pipeline system, etc.
 - b) Transportation, loading, unloading, loading and storage of all equipment/ materials is also under the scope of the contractor.
 - c) The Contractor shall be liaison with CSL for obtaining all statutory clearances / approvals if required while Installation/commission.

Note: Unless otherwise indicated/ specified, the quantity required shall be shown as per the design parameters/ requirement projected by the contractor for the plant. Any other items other than the above required for the successful commissioning and satisfactory performance of the system must be explicitly mentioned.

APPROVAL OF SYSTEM DESIGN:

The bidder to ensure proper system designing that would include his own independent studies on peak sunshine data, resulting in the correct sizing of equipment for the solar energy system. It is therefore very important to form proper design procedures and component sizing before actual implementation. The design procedures and component sizing shall be as per internationally acceptable standards. The concept plan/ design of each subsystem shall be submitted to CSL for prior approval. Quality Assurance Plan should include design control, process control, quality control, testing of sub-system, integration and bill of material intended to be used.

Errors and Omissions:

- a) The contractor shall be responsible for all discrepancies, errors and omissions in the drawings, documents or other information submitted by him, irrespective of whether these have been approved, reviewed or otherwise accepted by CSL or not.
- b) The contractor shall take all corrective measures arising out of discrepancies, errors and omissions in drawings and other information within the time schedule and without extra cost.
- c) The contractor shall also be responsible for any delay and/ or extra cost if any, in carrying out engineering, and site works by other agencies arising out of discrepancies, errors and omissions stated in above as well as of any late revisions of drawings and information submitted by the contractor.

INSTALLATION & COMMISSIONING:

- a) The installation shall be done by the contractor, who is responsible for its performance and direction of installation & ensures structural stability. The contractor shall conduct a detailed site assessment. The PV installer shall obtain data specific to the site, rather than relying on general data. While making foundation design, due consideration shall be given to weight of the module assembly, maximum wind speed at the site etc.
- b) The supporting structure should incorporate only corrosion resistant hardware for all external connections.
- c) Sufficient ventilation/space should be provided at the time of PCU installation and as per the instruction manual of the item.
- d) Laying of cable/ earth strip through wall/floor by providing SS saddles/clamps at a distance of 400mm and inter connection should be provided as per drawing, IEA & CEA regulation.

- e) Giving connection, testing and commissioning of cable as per IEA.
- f) Installation of the maintenance free earth electrode after drilling/digging pit, refilling, providing earth pit chamber with bricks/RCC, cover etc. is also to the contractor's scope.
- g) Installation of earthing and lightning protection as per IEA.
- h) All materials required for successful completion of the work are under the scope of contractor.

INSPECTION AND TESTING:

- a) The contractor shall bear all costs of all inspections and tests.
- b) In case any equipment fails in inspection/tests or the test reports are not satisfactory, CSL shall reject or demand rectification/re-inspection. Re-inspection/retest shall be carried out only after necessary rectification work/replacement by the Contractor.
- c) On completion of the work all materials and temporary structure of any sort or kind used for the purpose or connected with the erection/installation work shall be removed by the contractor and all pits and excavations to be filled up and handover the site in a tidy and workmanlike condition.

TRAINING:

- a) The Contractor shall arrange training for CSL persons about working procedures and systems covering working norms and quality standards.
- b) The Contractor shall supply all training manuals, instructions and other connected literature in 3 copies to CSL in English language along with the detailed training program.

WARRANTY:

The contractor has to provide 2 years comprehensive warranty for the 30 kWp solar power plant.

- a) In case of any deviation observed during operations from the performance guarantee parameters cited, the contractor shall be informed in writing by CSL. The contractor shall be responsible to rectify the same within 5 days of notification without any extra cost to CSL.
- b) The Power Conditioning Units (PCU), whole part of mounting structures, data logging system, electrical cables, junction boxes, AC & DC distribution boards, bidirectional & unidirectional energy meters, water sprinkler system, circuit breakers, switchgear etc. and all materials included in the solar power plant/systems must be warranted against any manufacturing/design/installation defects for a minimum period of 2 years. In case of any deviation observed during operations from the warranty cited, the contractor shall be responsible to rectify the same within 5 days of notification without any extra cost to CSL.
- c) The systems offered shall be warranted (including consumables) by the manufacturer for use and services for a period of 2 years from the date of commissioning. Free replacement warranty should be provided on spare parts against manufacturing defects for 2 years.

- d) The respond time to commence the rectification work shall be within 24 Hours on receipt of intimation either by telephone/e-mail/letter.
- e) If the contractor does not commence the rectification either by repair or replacement/does not complete the said rectification of such defects within the stipulated time from the date of notice, CSL may, at their option, rectify the defects at the contractor's expense and the entire expenditure to that will be realized from the security deposit.

The contractor should provide direct warranty certificates from the manufacturer/agency, those materials used in the solar power plants.

MAINTENANCE DURING WARRANTY PERIOD:

After successful commissioning of the solar power plant contractor must do the following maintenance works **once in Two months.**

- a) Cleaning of the SPV module, inverters and all electrical equipment.
- b) Tightening of the connections & structure bolts.
- c) Checking of all equipment/materials of the entire system.

The entire work should be done to the full satisfaction of the engineer in charge deputed for this work from CSL.

SUB-CONTRACTS:

The contractor shall not sub-contract the work in whole to third parties for the performance of this contract.

REJECTION OF DEFECTIVE PLANT:

If the completed plant, or any portion thereof, before final take over, is found to be defective or fails to fulfill the requirements of the contract, CSL shall give the contractor notice setting forth particular of such defects or failure and the contractor shall forthwith make the defective plant good, or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a period of time as deemed reasonable by CSL and stated in the said notice, CSL may reject and replace at the risk and cost of the contractor, the whole or any portion of the plant, as the case may be, which is defective or fails to fulfill the requirements of the contract. However, such rejection/replacement by the CSL shall not absolve the contractor of any of his responsibilities under this contract.

For Cochin Shipyard Limited – Mumbai Ship Repair Unit

Deputy General Manager (CMSRU)

Signature and Seal of the Contractor(s)

PRICE BID							
MP1/SUPPLY & INSTLLATION OF SOLAR POWER PANEL/CMSRU ENCL.3							
NAME OF WORK: DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 30 KWP GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PLANTS AT HDD EAST SUBSTATION OF CMSRU							
S/No.	Description of Work	Quantity	Unit	Supply Amount		Installation Amount	
				Unit Rate	Total Rate	Unit Rate	Total Rate
1	Design, Supply, Installation, Testing and Commissioning of 30kWp On Grid Solar Power Plant at Hughes Dry Dock Substation (East) of Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai as per technical specification, scope of work, special & general terms and conditions attached.	1	LS				
TOTAL AMOUNT							
GST %							
TOTAL AMOUNT INCLUSIVE OF GST							
GRAND TOTAL AMOUNT INCL. GST IN RS. (SUPPLY + INSTALLATION)							

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/ SUPPLY & INSTLLATION OF SOLAR POWER PANEL /CMSRU

1. Payment – Payment will be released in three parts against submission of invoice in triplicate as follows:
 - a) 70% of the supply value as per work order will be released after receipt and acceptance of the entire quantity of materials at Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai.
 - b) Balance 30% of the supply value and 60% of the installation charges will be released after satisfactory completion of solar power plant installation and acceptance by CMSRU.
 - c) Balance 40% of the installation charge will be released after energizing the solar plant and executing necessary agreements with statutory authorities as required and completion of liaison works with CEA / Electrical Inspectorate / Any statutory bodies as required.
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 has to be finished as per the special terms and conditions after receiving PO/LOI.
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. CMSRU have the full right to issue the work order based on **Overall L1**. Final decision shall be done by 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.

Seal & sign authorised person

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.**
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)

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 confirm 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 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.

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	

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 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/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

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.

C	Competent authority and Procedure for registration
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.
D	Definition of Bidder and Bidder from a country sharing land border with India
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
2	<p>"Bidder from a country which shares a land border with India" for the purpose of this Order means:-</p> <ul style="list-style-type: none"> a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.
3	<p>Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation</p>
	<p>Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.</p>

All other terms & conditions of the tender remain unchanged.

For Deputy General Manager(SRM)
Cochin Shipyard Limited

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the “PRINCIPAL”) of the First part and M/s..... (hereinafter called the “BIDDER/Seller”) of the second part.

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

- 3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

(i) Bank Draft of Pay Order in favor of CSL.

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation / recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitors

8.1 The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- 1) Dr. Rajan S Katoch, IAS (Retd)
A-91, Alkapuri, Bhopal (MP) - 462022.
Mobile: 8800919222; Email: rkatoch@nic.in
- 2) Dr. Vinod Bihari Mathur, IFoS (Retd.)
D302, Arborea Luxury Homes,
Tarla Nagal, Near Doon Helidrome,
Dehradun, Uttarakhand – 248001.
Mobile: 9412054648; Email: vbm.ddn@gmail.com

- 8.2** The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3** The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction

- 10.1** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact aton

For & on behalf of PRINCIPAL
Cochin Shipyard Limited
(Office Seal)

For & on behalf of BIDDER
(Office Seal)

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

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/SUPPLY & INSTLLATION OF SOLAR POWER PANEL/CMSRU					ENCL.8		
Mention:Quoted/Not quoted against XX							
NAME OF WORK: DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 30 KWP GRID CONNECTED SOLAR PHOTOVOLTAIC POWER PLANTS AT HDD EAST SUBSTATION OF CMSRU							
S/No.	Description of Work	Quantity	Unit	Supply Amount		Installation Amount	
				Unit Rate	Total Rate	Unit Rate	Total Rate
1	Design, Supply, Installation, Testing and Commissioning of 30kWp On Grid Solar Power Plant at Hughes Dry Dock Substation (East) of Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai as per technical specification, scope of work, special & general terms and conditions attached.	1	LS	xx		xx	
TOTAL AMOUNT							
GST %							
TOTAL AMOUNT INCLUSIVE OF GST							
GRAND TOTAL AMOUNT INCL. GST IN RS. (SUPPLY + INSTALLATION)							

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.

UNCONDITIONAL ACCEPTANCE LETTER

(Unconditional acceptance to be given by in letter head)

ACCEPTANCE OF TENDER CONDITIONS

Tender Document for Design, Supply, Installation, Testing and Commissioning of 30kWp On Grid Solar Power Plant at Hughes Dry Dock Substation (East) of Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai, has been downloaded by me/us and I/We hereby unconditionally accept the tender conditions of tender documents in its entirety for the above work.

Yours faithfully,

(Signature of the tenderer) with rubber stamp

Date:

TECHNO - COMMERCIAL CHECK LIST

SL. No.	Description	Compliance		Remarks or Deviation if any
		Yes	No	
1	Whether technical bid & price bid are submitted separately?			
2	Schedule of work as specified in technical specification/ price bid of this tender is acceptable			
3	Completion period as mentioned in the tender enquiry is acceptable			
4	Payment terms as mentioned in the tender enquiry is acceptable			
5	General working of the system will be proved to the satisfaction of CMSRU before signing of the commissioning report			
6	Warranty clause as per tender is acceptable			
7	Are you fully agreeable to furnish Security Deposit/Performance guarantee as per terms and conditions?			
8	LD payable as per relevant clause in the special terms and conditions of enquiry is acceptable			
9	100% turnkey job as explained in the detailed tender specification is conceived in its full meaning and the same is acceptable without any deviation.			
10	Detailed technical brochures/catalog/test certificates etc. of relevant sub-units are submitted along with the offer.			
11	Confirm all other special, general terms and conditions of tender are acceptable			
12	Necessary training/documents after commissioning will be provided.			
13	Offered items are meeting to the minimum specification declared by CMSRU and are the latest proved version/model only.			
14	Fully aware about the safety, general rules, regulations, standards, validity of offers and price, entry pass, eligibilities.			

For Cochin Shipyard Limited – Mumbai Ship Repair Unit

Deputy General Manager (CMSRU)

Signature and Seal of the Contractor (s)

(Self declaration to be given by in letter head)

1. Reference No. & Date :
2. Bidder's Name & Address :
3. Person to be contacted :
4. Designation :
5. Telephone No. :
6. Fax No. :
7. E-mail :

SELF DECLARATION

We do hereby declare that we have not been debarred/black listed by CSL or by any of the Public Sector Undertaking or Government Department etc.

If CSL finds that, we have been blacklisted/de-barred by any of the Public Sector Undertaking or Government department, and then CSL can reject the offer or terminate the contract at any point of time. In such case, we are aware that, EMD, Security Deposit, Performance Guarantee etc. will be forfeited by CSL. Further we are confirming herewith that, any loss that has happened to CSL due to this will be compensated by us.

For and on behalf of the firm

(Firms Name & Address)

(Signature of Authorized Signatory)

Name :
Designation :
Phone No. :
Seal :
Date :
Place :

GUIDELINES & ELIGIBILITY CRITERIA

The documents to prove minimum eligibility criteria as given below should be submitted in a separate envelope super scribing "Documents related to minimum eligibility criteria" in the technical bid. However, a single set of eligibility documents is to be submitted by the bidders. The following criteria shall be eligible to apply:

1. The bidder should have service center operational for past 2 years in Maharashtra state to provide necessary after sales service to CSL – Mumbai Ship Repair Unit during the warranty period. Documentary evidence for the details of service centers in Maharashtra operational for past 2 years should be enclosed with the offer.
2. The bidder should have had an average annual financial turnover of Rs. 6 Lakhs during the last 3 consecutive financial years.
3. The bidder should submit the list of manufacturers, type, size and other technical data of the equipment as specified in technical specification for the plant along with the offer. Offers without such information will not be eligible for consideration. A team of CSL official may at their discretion visit the facilities of the bidders and the projects executed for verification.
4. Bidder should have experience in design, manufacture, supply, installation and commissioning of Solar PV power plant and having successfully completed similar works during the last 7 years ending last day of month previous to the one in which tenders are invited should be either of the following:
 - a) Three similar completed works of capacity not less than 12 kWp each
OR
 - b) Two similar completed works of capacity not less than 15 kWp each
OR
 - c) One similar completed work of capacity not less than 24 kWp

Details of orders executed along with completion certificate (self-attested copy) from the client indicating the performance, capacity and the value of work executed should be submitted along with the technical bid.

5. The following documents shall be submitted along with the tender:

1. Eligibility Criteria & Technical Documents

- a) Document related to eligibility criteria.
- b) All technical documents duly filled and sealed in all pages including un-priced bid.
- c) Eligibility Criteria of the offer will be evaluated first. The techno commercial evaluation will be carried out only for those tenderers fulfilling the eligibility criteria. The Price Bid of non-eligible bidders (those who are not fulfilling minimum eligibility criteria, technical specification and commercial terms) shall not be opened. CSL reserves the right to reject any or all offers without assigning any reason whatsoever.

2. Price Bid

- a) Quoted price bid duly signed and sealed.

Tender document duly filled and signed along with official seal must be put in the proper envelope, duly sealed with clear recording of the tender notice number and due date on the envelope and should be submitted to this office as per the date stipulated.

INSTRUCTION TO BIDDER

1. The bidder shall be deemed to have carefully examined the technical specifications, special & general terms and conditions, work schedules and also to have satisfied himself as to the nature and character of the plant and equipment to be supplied and installed under the contract, the site conditions and all relevant matters & details. The bidder must visit the site and take firsthand information related to the contract before submission of tender.
2. The bidder shall note that any conditional offer will not be considered.
3. All pages of offers including bids, technical specifications, supporting documents etc. are to be signed by authorized signatory in each page and company seal should be affixed on each page. In case of non-compliance, offer is liable for rejection.

For Cochin Shipyard Limited – Mumbai Ship Repair Unit

Deputy General Manager (CMSRU)

Signature and Seal of the Contractor(s)

UNDERTAKING BY CONTRACTOR

Name of work: - **DESIGN, SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF 30KWP ON GRID SOLAR POWER PLANT AT HUGHES DRY DOCK SUBSTATION (EAST) OF COCHIN SHIPYARD LIMITED, MUMBAI SHIP REPAIR UNIT (CMSRU), MUMBAI**

1. "I / WE COMPLY WITH ALL CONDITIONS OF TENDER BY CSL AND CONFIRM THAT RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES AND DUTIES INCLUDING SERVICE TAX IF APPLICABLE. I / WE ALSO CONFIRM THAT PRICE BID DO NOT CONTAIN ANY CONDITIONS".
2. "I / WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID."

Signature:

Name & address of the contractor:

SPECIAL TERMS & CONDITIONS

Enq no: MP1/SUPPLY & INSTLLATION OF SOLAR POWER PANEL/CMSRU

1. **Validity:** The offer should be valid for a minimum period of 4 months from the date of tender opening.
2. **Completion Period:** The entire work should be completed and commissioning the system within 90 days after the mobilization period as per the following.
 - a) Completion of the entire work (supply & installation) including the submission of documents required for the statutory approval/energisation – 60 days
 - b) Commissioning /energisation of the solar power plant subject to the statutory inspection and approval – 30 days
3. **Mobilization Period:** 7 days from date of acceptance of work order.
4. **Payment terms:** Payment will be released in three parts against submission of invoice in triplicate as follows:
 - a) 70% of the supply value as per work order will be released after receipt and acceptance of the entire quantity of materials at Cochin Shipyard Limited, Mumbai Ship Repair Unit (CMSRU), Mumbai.
 - b) Balance 30% of the supply value and 60% of the installation charges will be released after satisfactory completion of solar power plant installation and acceptance by CMSRU.
 - c) Balance 40% of the installation charge will be released after energizing the solar plant and executing necessary agreements with statutory authorities as required and completion of liaison works with CEA / Electrical Inspectorate / Any statutory bodies as required.
5. **Security Deposit:** The successful bidder has to furnish a security deposit equal to 3% of the contract value within 15 days of receipt of the work order. This can be furnished in the form of Bank Guarantee from a nationalized bank as per CMSRU format/Demand draft drawn/ FDR endorsed in favour of Cochin Shipyard Ltd. The EMD can be adjusted towards security deposit at the request of the contractor.
6. **Performance Guarantee:** The contractor has to guarantee the work for satisfactory performance against defective workmanship/inferior quality of materials used for a minimum period of **TWO YEARS** from the date of commissioning of the system. Any defect developed during this period has to be rectified by the contractor at his own expenses. Towards the above guarantee, 3% of the order value (rounded off to next fifty rupees) deducted from the payment. The SD furnished by the contractor can be converted as performance guarantee on request
7. **Liquidated Damages:** In case any delay in works beyond the stipulated completion period, the contractor has to pay Liquidated Damage (LD) a sum equivalent to ½ % (half percentage) per week or part of the week of the order value subjected to

maximum of 10% of the order value. In case of reasons attributed to CMSRU, ie., site non readiness, non availability of power shutdown etc., LD can be waived proportionately.

8. Any violation of Safety rules by the contractor, Safety department will impose penalty of Rs 1000/- to Rs 5000/- depending on the gravity of violation. Action for debarring the contractor also will be taken in case of repeated violation. Any accident caused due to safety violation and any damage to the company property suitable penalty will be imposed by CMSRU including termination of contract, if required.
9. **Transportation (to and fro)& storage clause** To and fro transportation of all materials under the scope of contractor. Loading, unloading, arranging all necessary clearances for gate pass for man and material with Mumbai Port Authority and storage of all the material for the successful completion of work is under the scope of the contractor.
10. **Agreement:**
 - a) The contractor has to execute an agreement in a stamp paper worth Rs. 200/- within 10 days of receipt of work order for execution of work.
 - b) The contractor has to execute an agreement in a stamp paper worth Rs. 200/- within 10 days after the successful commissioning of the solar power plants valid for five years warranty period as per CMSRU prevailing format.
11. The Contractor shall be liaison with CSL for obtaining all statutory clearances / approvals if required while Installation/commission.
12. CMSRU reserves the right to reject any or all bids without assigning any reasons whatsoever and or based on the past unsatisfactory performance by the bidders at CMSRU/other PSE's/Government Departments. After issuing the work order, CMSRU reserves the right to terminate the contractor if the performance of the contractor is not found satisfactory. The decision of CMSRU regarding the same shall be final and conclusive.
13. The contractors shall strictly follow the make and technical details specified in the tender. However, CMSRU shall have the right to make minor changes in the specification/make/model number based on improvement in the technology.
14. The security of the items supplied is the responsibility of the contractor. Contractor has to make his own arrangement for keeping the items under safe custody. No storage space shall be given by CMSRU.
15. Commissioning will be considered as completed when 30kWp SPV power plant has been interconnected to the LT bus of the local grid & duly tested and proven.
16. Contractor shall indicate duration of all activities in activity chart in conformity with the overall schedule of project completion. Contractor shall submit the activity chart in form

of Bar Chart which shall be discussed and finalized with CMSRU and same shall form part of order for progress monitoring.

17. During execution of work, contractor shall ensure that a responsible person with authority to take decisions is available at site. Such person deputed by contractor shall report to CMSRU Officer - in-charge for smooth execution and timely completion of work. Contractor shall be responsible for any misconduct/indiscipline by his employees or sub contractor. Contractor shall abide by instructions of CMSRU Officer - in-charge as given in this regard. Contractor shall submit the manpower chart with hierarchy that would be deployed at site for daily progress monitoring.
18. Utmost care shall be taken by contractor during installation of supporting structure. Contractor has to ensure that under any circumstances no water leakage occurs inside the substation due to puncturing of roof. Water proofing of such areas shall be undertaken by the Contractor within the quoted cost.
19. Contractor should take all necessary safety precautions while working on roof top during installation & other work. Contractor should provide proper personal protective equipment & other safety equipment to his work team. Contractor should ensure that safety gear such as safety belts, roof/ safety ladder/s, safety helmets etc., are used by his work team at all times during execution of work.
20. **Termination of Services of Contractor's Personnel:** In the event any of the contractor or his sub-contractors, personnel, agents, sub-agents, assistants, or other employees shall be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or it is undesirable for any administrative reasons for such person to be employed, the contractor, if so directed, shall immediately remove' such person or persons from employment for this project thereon. Any person or persons so removed shall not again be employed in connection with this contract without the written permission of CMSRU. Any person so removed shall immediately be replaced by a qualified and competent substitute at the contractor's cost and expenses. Should the contractor be requested to repatriate any person he shall do so and shall bear all costs and charges in connection therewith.
21. The contractors shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.
22. The Contractor must perform the work so that it meets the requirements of the project and applicable design, construction and other standards of Indian Electricity Rules, Electricity Acts of Central and State Governments and good modern International & Indian engineering principles and practices, which are defined as those practices, methods, and equipment, in effect at the time of performance of the work that are commonly used in electrical utility engineering.
23. All the materials used shall be got approved by the Engineer in Charge deputed for the work before being used for the timely completion of the project.

Annexure-1

24. The work should conform to relevant IEA and CEA regulation wherever necessary/applicable.

Note: Bidder shall see the General Terms and Conditions pertaining to above aspects for full clarity

For Cochin Shipyard Limited

Deputy General Manager (CMSRU)

Signature and Seal of the Contractor (s)