#### COCHIN SHIPYARD LIMITED MATERIALS DEPARTMENT TENDER ENQUIRY

Dear Sirs,

SEALED TENDERS IN DUPLICATE, SUPERSCRIBING THE ENQUIRY NUMBER AND LAST DATE FOR RECEIPT OF QUOTATIONS ON THE ENVELOPE, are invited in two separate covers as 'Part I Techno-Commercial' and 'Part II Price' for the supply of following materials so as to reach the undersigned on or before the last date and time shown. Tenders should be addressed to THE DEPUTY GENERAL MANAGER (MATERIALS), COCHIN SHIPYARD LTD., P.B. NO. 1653, COCHIN - 682 015, KERALA, INDIA. Tenders will be considered subject to the General Terms and Conditions attached.

Enquiry No.	Last date for receipt of tender			Tender opening date				
MAT/ENS/6170/21-R1	18.05.2022		18.05.2022					
Enquiry date: 26.04.2022 Dept: Materials/Purchase			Time : 15.30 Hrs IST					
Description		Unit Qty Delivery date						
FIELD-RECHARGABLE TYPE MODEL NO. DS12DVF3	DRILL- MAKE HITACHI,	EA	10	Immediate				
ARMATURE RECHARGABLE TYPE DRILL- MAKE HITACHI, MODEL NO. DS12DVF3		EA	10	Immediate				
CARBON BRUSH RECHARGABLE TYPE DRILLMAKE HITACHI, MODEL NO. DS12DVF3		EA	50	Immediate				
SWITCH RECHARGABLE TY HITACHI, MODELNO. DS12D		EA	20	Immediate				
GEAR FOR RECHARGABLE 1 HITACHI, MODEL NO. DS121		EA	10	Immediate				
ARMATURE FOR HITACHI C DRILLINGMACHINE (MODEL		EA	10	Immediate				
FIELD FOR HITACHI CORDLESS DRILLING MACHINE (MODEL NO. :- DS14DFL)		EA	10	Immediate				
CARBON BRUSH FOR HITACHI CORDLESSDRILLING MACHINE (MODEL NO. :- DS14DFL)		EA	25	Immediate				
	BRUSH HOLDER FOR HITACHI CORDLESSDRILLING MACHINE (MODEL NO. :- DS14DFL)		10	Immediate				
GEAR FOR HITACHI CORDL (MODELNO. :- DS14DFL)	GEAR FOR HITACHI CORDLESS DRILLING MACHINE (MODELNO. :- DS14DFL)		10	Immediate				
ARMATURE FOR HITACHI G	P2 S2 PENCILGRINDER	EA	20	Immediate				
FIELD FOR HITACHI GP2 S2	PENCILGRINDER	EA	20	Immediate				
BRUSH FOR HOLDER HITACHI GP2 S2 PENCIL GRINDER		EA	50	Immediate				
ON/OFF SWITCH FOR HITA( GRINDER	DN/OFF SWITCH FOR HITACHI GP2 S2 PENCIL RINDER		30	Immediate				
SWITCH HANDLE FOR HITACHI GP2 S2 PENCIL GRINDER		EA	20	Immediate				
SPINDLE FOR HITACHI GP2	S2 PENCIL GRINDER	EA	20	Immediate				

SPINDLE COVER ASSEMBLY FOR HITACHI GP2 S2 PENCIL GRINDER	EA	20	Immediate
CIRCLIP FOR HITACHI PDA 100M GRINDER	EA	200	Immediate
ARMATURE FOR HITACHI G-10 SS GRINDER	EA	100	Immediate
FIELD HITACHI FOR G-10 SS GRINDER	EA	50	Immediate
FIELD FOR HITACHI PDA 100M GRINDER	EA	20	Immediate
ARMATURE FOR HITACHI G10SS2 , DISC GRINDER,230-240V, PART NO.361007E	EA	15	Immediate
STATOR FOR HITACHI G10SS2 , DISC GRINDER,240V, PART NO.340908F	EA	15	Immediate
CARBON BRUSH FOR HITACHI G10SS2 DISC GRINDER,6.5X7.5X14, PART NO.999067	EA	100	Immediate
BRUSH HOLDER FOR HITACHI G10SS2 , PART NO.333844	EA	10	Immediate
PUSHING BUTTON SWITCH FOR HITACHI G10SS2, 230V, PART NO.370025	EA	10	Immediate
GEAR COVER ASSY FOR HITACHI G10SS2, PARTNO.339146	EA	5	Immediate
RETAINING RING FOR D11 SHAFT FOR HITACHI G10SS2, PART NO.316487	EA	5	Immediate
PACKING GLAND FOR HITACHI G10SS2 PARTNO.338849	EA	5	Immediate
GEAR AND PINION SET FOR HITACHI G10SS2, PART NO.328178	EA	10	Immediate

Indent No. 1060001726 dtd 27.11.2018, 1060001689 dtd 23.10.2018, 1060001628 dtd 04.09.2018, 1060001872 dtd 03.06.2019 & 1060002088 dtd 23.12.2019 File No. MAT/ENS/6170/21-R1

Annexures:

1. Technical Specification

2. Price bid format

3. General Terms & Conditions of Enquiry4. Make in India Declaration

5. Compliance with office order OM No. 6/18/2019- PPD dated 23rd July 2020

Yours faithfully, For COCHIN SHIPYARD LIMITED Vidhun Vijayan Project Officer (Materials) For DEPUTY GENERAL MANAGER (MATERIALS)

For Clarification Please Contact: E-mail: matens@cochinshipyard.in Phone: 0484 2501344

#### **TECHNICAL SPECIFICATION**

#### (MAT/ENS/6170/21-R1)

#### SPARES FOR SMALL TOOLS – HITACHI

- 1. FIELD-RECHARGABLE TYPE DRILL- MAKE HITACHI, MODEL NO. DS12DVF3 (QTY: 10 EA)
- 2. ARMATURE RECHARGABLE TYPE DRILL- MAKE HITACHI, MODEL NO. DS12DVF3 (QTY: 10 EA)
- 3. CARBON BRUSH RECHARGABLE TYPE DRILL- MAKE HITACHI, MODEL NO. DS12DVF3 (QTY: 50 EA)
- 4. SWITCH RECHARGABLE TYPE DRILL- MAKE HITACHI, MODELNO. DS12DVF3 (QTY: 20 EA)
- 5. GEAR FOR RECHARGABLE TYPE DRILL- MAKEHITACHI, MODEL NO. DS12DVF3 (QTY: 10 EA)
- 6. ARMATURE FOR HITACHI CORDLESS DRILLING MACHINE (MODEL NO. :- DS14DFL) (QTY: 10 EA)
- 7. FIELD FOR HITACHI CORDLESS DRILLING MACHINE (MODEL NO. :- DS14DFL) (QTY: 10 EA)
- 8. CARBON BRUSH FOR HITACHI CORDLESS DRILLING MACHINE (MODEL NO. :- DS14DFL) (QTY: 25 EA)
- 9. BRUSH HOLDER FOR HITACHI CORDLESS DRILLING MACHINE (MODEL NO. :- DS14DFL) (QTY: 10 EA)
- 10. GEAR FOR HITACHI CORDLESS DRILLING MACHINE (MODELNO. :- DS14DFL) (QTY: 10 EA)
- 11. ARMATURE FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 20 EA)
- 12. FIELD FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 20 EA)
- 13. BRUSH FOR HOLDER HITACHI GP2 S2 PENCIL GRINDER (QTY: 50 EA)
- 14. ON/OFF SWITCH FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 30 EA)
- 15. SWITCH HANDLE FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 20 EA)
- 16. SPINDLE FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 20 EA)
- 17. SPINDLE COVER ASSEMBLY FOR HITACHI GP2 S2 PENCIL GRINDER (QTY: 20 EA)
- 18. CIRCLIP FOR HITACHI PDA 100M GRINDER (QTY: 200 EA)
- 19. ARMATURE FOR HITACHI G-10 SS GRINDER (QTY: 100 EA)
- 20. FIELD HITACHI FOR G-10 SS GRINDER (QTY: 50 EA)
- 21. FIELD FOR HITACHI PDA 100M GRINDER (QTY: 20 EA)
- 22. ARMATURE FOR HITACHI G10SS2 , DISC GRINDER,230-240V, PART NO.361007E (QTY: 15 EA)
- 23. STATOR FOR HITACHI G10SS2, DISC GRINDER,240V, PART NO.340908F (QTY: 15 EA)
- 24. CARBON BRUSH FOR HITACHI G10SS2 DISC GRINDER,6.5X7.5X14, PART NO.999067 (QTY: 100 EA)
- 25. BRUSH HOLDER FOR HITACHI G10SS2 , PART NO.333844 (QTY: 10 EA)
- 26. PUSHING BUTTON SWITCH FOR HITACHI G10SS2, 230V, PART NO.370025 (QTY: 10 EA)
- 27. GEAR COVER ASSY FOR HITACHI G10SS2, PART NO.339146 (QTY: 5 EA)
- 28. RETAINING RING FOR D11 SHAFT FOR HITACHI G10SS2, PART NO.316487 (QTY: 5 EA)
- 29. PACKING GLAND FOR HITACHI G10SS2 PART NO.338849 (QTY: 5 EA)
- 30. GEAR AND PINION SET FOR HITACHI G10SS2, PART NO.328178 (QTY: 10 EA)

#### PRICE BID FORMAT

S1. No	Description	HSN Code	Quantity	Rate	Amount
110					
10	FIELD-RECHARGABLE TYPE DRILL- MAKE		10		
	HITACHI, MODEL NO. DS12DVF3				
20	ARMATURE RECHARGABLE TYPE DRILL-		10		
	MAKE HITACHI, MODEL NO. DS12DVF3				
30	CARBON BRUSH RECHARGABLE TYPE		50		
50	DRILLMAKE		50		
	HITACHI, MODEL NO. DS12DVF3				
40	SWITCH RECHARGABLE TYPE DRILL- MAKE		20		
	HITACHI, MODELNO. DS12DVF3				
50	GEAR FOR RECHARGABLE TYPE DRILL-		10		
60	MAKE HITACHI, MODEL NO. DS12DVF3		1.0		
60	ARMATURE FOR HITACHI CORDLESS		10		
70	DRILLINGMACHINE (MODEL NO. :- DS14DFL) FIELD FOR HITACHI CORDLESS DRILLING		10		
70	MACHINE (MODEL NO. :- DS14DFL)		10		
80	CARBON BRUSH FOR HITACHI CORDLESS		25		
00	DRILLING MACHINE (MODEL NO. :- DS14DFL)		23		
90	BRUSH HOLDER FOR HITACHI CORDLESS		10		
	DRILLING MACHINE (MODEL NO. :- DS14DFL)				
100	GEAR FOR HITACHI CORDLESS DRILLING		10		
	MACHINE (MODELNO. :- DS14DFL)				
110	ARMATURE FOR HITACHI GP2 S2 PENCIL		20		
120	GRINDER FIELD FOR HITACHI GP2 S2 PENCILGRINDER		20		
120	FIELD FOR HITACHI GP2 52 PENCILGRINDER		20		
130	BRUSH FOR HOLDER HITACHI GP2 S2		50		
	PENCIL GRINDER				
140	ON/OFF SWITCH FOR HITACHI GP2 S2		30		
1.70	PENCIL GRINDER				
150	SWITCH HANDLE FOR HITACHI GP2 S2		20		
160	PENCIL GRINDER SPINDLE FOR HITACHI GP2 S2 PENCIL		20		
100	GRINDER		20		
170	SPINDLE COVER ASSEMBLY FOR HITACHI		20		
170	GP2 S2 PENCIL GRINDER		20		
180	CIRCLIP FOR HITACHI PDA 100M GRINDER		200		
100			100		
190	ARMATURE FOR HITACHI G-10 SS GRINDER		100		
200	FIELD HITACHI FOR G-10 SS GRINDER		50		
210	FIELD FOR HITACHI PDA 100M GRINDER		20		
220	ARMATURE FOR HITACHI G10SS2, DISC		15		
	GRINDER,230-240V, PART NO.361007E		1.5		
230	STATOR FOR HITACHI G10SS2 , DISC		15		
	GRINDER,240V, PART NO.340908F		_		
240	CARBON BRUSH FOR HITACHI G10SS2 DISC		100		
	GRINDER, 6.5X7.5X14, PART NO.999067				
250	BRUSH HOLDER FOR HITACHI G10SS2,		10		
260	PART NO.333844 PUSHING BUTTON SWITCH FOR HITACHI		10		
200	G10SS2, 230V, PART NO.370025		10		
I	010004, 2007, 111(11(0.070020		1		

270	GEAR COVER ASSY FOR HITACHI G10SS2, PARTNO.339146	5		
280	RETAINING RING FOR D11 SHAFT FOR HITACHI G10SS2, PART NO.316487	5		
290	PACKING GLAND FOR HITACHI G10SS2 PART NO.338849	5		
300	GEAR AND PINION SET FOR HITACHI G10SS2, PART NO.328178	10		
а	PACKING & FORWARDING CHARGES, IF ANY			
b	FREIGHT CHARGES	LS		
с	GST (If GST is applicable on P&F the same should be mentioned)	%		
d	INSURANCE		By CSL	
f	UNLOADING CHARGES, IF ANY	By CSL		
II	TOTAL F.O.R/CSL STORE PRICE			
III	DELIVERY PERIOD REQUIRED AT FOR CSL STORE		·	

Signature : Name & Address of the firm :

(<u>Note:</u> Unpriced bid to be submitted along with Techno Commercial Bid with details like percentage of taxes & duties applicable and details like Quoted/Nil/Included to be mentioned for each line item.)

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1.	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. CSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	YES NO
2.	In the case of E-tender offers shall be submitted only through CSL E- procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	YES NO
3.	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non-receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	YES NO
4.	<b>SPECIFICATIONS</b> :- a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	YES NO
	b) Materials offered shall conform to CSL specifications and drawings.	YES NO
	c) 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.	YES NO
5.	Packing materials should be eco friendly.	YES NO
6.	Supplier should follow the statutory requirements of product offered.	YES NO
7.	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	YES NO
8.	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	YES NO

9.	MSEs, Startups and Make in India	
	a) Local Suppliers (Make In India), MSME firms and Startups will be	
	eligible for various Relaxations in pre-qualification criteria and other	
	Benefits as per the orders promulgated by Government of India.	YES NO
	Bidders are advised to refer the details of various Benefits and	
	Relaxation in pre-qualification criteria as published at CSL website	
	(www.cochinshipyard.com) under the Tenders tab for further	
	reference.	
10.	Delivery time required for supplies should be indicated in the offer	
	(including time frame for drawing preparation, manufacture etc.).	Days /Weeks
11.	CSL payment term is 100% within 30 days of receipt and acceptance	
	of materials at CSL stores after inspection.	YES NO
12.	a) Payment mode shall be Electronic Clearing System (ECS)/cheque	
	/NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard	
	payment terms. Variations from standard terms, if any, shall be	· · · · · · · · · · · · · · · · · · ·
	appropriately loaded for tender comparison purposes for arriving the	YES NO
	lowest bid. Bank charges (including LC charges, if any) inside India	· · · · · ·
	will be to CSL account and outside India to supplier's account (In the	
	case of import shipments). The charges for LC amendment, if any,	
	shall be borne by the parties by whom the same is attributed/	
	necessitated.	
	b) For deviation in Payments terms from CSL standard terms, if any,	
	interest will be loaded on quoted item prices, for tender comparison	YES NO
	purposes for arriving lowest bid.	
	c) Part payment shall be considered only if specifically agreed against	YES NO
	partial supplies.	
13.	Security Deposit/ Warrantee Bank Guarantee:	
	i).The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties, ) in the form of demand	
	draft drawn in favour of Cochin Shipyard Ltd towards the satisfactory	
	performance of the contract, if an order is placed on them.	YES NO
	Alternatively, a Bank Guarantee equivalent to above % of the total	
	order value (excluding taxes, duties) as per CSL format from an	
	International Bank as per approved list of banks available in CSL	
	website (for overseas supplier) & Scheduled Indian bank for Indian	
	supplier is to be submitted, if an order is placed towards satisfactory	
	performance of the contract.	
	ii)The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.{	
	Delete this clause in the case of items where WBG is not applicable}	
	iii) The Bank Guarantee /DD as above should be initially valid till 90	
	days after completion of supplies in terms of SD and later revalidated	
	(within the validity of initial BG) to cover the guarantee period	

16.	LiquidatedDamage:	
	In case of delay in supply of ordered materials beyond the stipulated	
	delivery period, which is not attributable to CSL, supplier is to pay	
	Liquidated Damages (and not by way of penalty) a sum equivalent to	
	$\frac{1}{2}$ % (half percent) per week or part of the week of the total basic price	VES NO
	in case of Machinery/Equipment and of basic price of materials	YES NO
	delayed in all other cases, subject to a maximum of 10% of the total	
	basic price of undelivered material/10% of total basic price of	
	machinery/equipment (Total basic price is the order value excluding	
	freight, taxes, other charges etc.). Further GST will be applicable upon	
	LD and the same also will be deducted along with LD. However LD	
	applicability is without prejudice to CSL right to terminate contract for	
1.7	delayed delivery or other actions as per clause 16.	
17.	Guarantee	
	a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials,	
	and bad workmanship for 12 months from the date of final	
	acceptance of item at CSL. Should such damage/failure occurred	YES NO
	within the Guarantee period, the Supplier should immediately rectify	
	the failure by repair/replacement of any such part found to be under	
	performing/ defective, at his own expenses.	
18.	b) Further to equipment guarantee, replaced/repaired items shall be	
	guaranteed for 12 months from date of repair/replacement.	YES NO
19.	Jurisdiction:	
19.	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in	
19.	All questions, disputes or difference arising under, out of, or in	YES NO
19.	All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction	YES NO
19.	All questions, disputes or difference arising under, out of, or in	YES NO
19. 20.	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 Cochin, India. Alternate dispute resolution	YES NO
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise	YES NO
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of	YES NO
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal	YES NO YES NO
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: 	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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	
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.	
	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.Indian Agent:	YES NO
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.Indian Agent: a) Cochin Shipyard Ltd, prefers to deal directly with the supplier.	
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.Indian Agent: a) Cochin Shipyard Ltd, prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Cochin	YES NO
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.Indian Agent: a) 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	YES NO
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: Should failure in performance of the contract or part thereof arise from war insurrection, restrain imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL 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.Indian Agent: a) 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.	YES NO YES NO
20.	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 Cochin, India. Alternate dispute resolution mechanism can also be considered.Force Majeure condition: 	YES NO

NO
NO
NO
NO
NO
NO
<u> </u>
NO
NO
NO
NO
NO

	i. If, in the price structure quoted for the required material/ item,	
	there is discrepancy between the unit price and the total price (which	
	is obtained by multiplying the unit price by the quantity), the unit	
	price shall prevail and the total price corrected accordingly. If there is	YES NO
	an error in a total corresponding to the addition or subtraction of	
	subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words	
	of respective figures shall prevail. If the bidder does not agree to the	
	observation of the CSL, the tender is liable to be rejected and the	
	same shall be intimated.	
	j. After submission of quotation/price offer no unsolicited	YES NO
	correspondence will be entertained.	IES NO
	k. 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	YES NO
	of any tender at its discretion.	
	L.CSL reserves the right to place order to the techno-commercially	
	qualified lowest bidder in full or individual items to the respective	
	lowest bidders in the tender.(except in cases where basis of L1 arrival	YES NO
	is declared specifically in enquiry). Also please refer loading applicable	
	for split order of value less than 20 lakhs	
	m. In the case of part quantity order, the quoted freight charges	YES NO
	applicable for the entire quantity as per enquiry shall be apportioned	
0.4	and allocated.	
24.	<b>Integrity Pact</b> : As per Government of India (Central Vigilance Department), CSL and	
	the SUPPLIER have to sign an Integrity Pact for the high value	
	contracts, for ensuring transparency, equity and competitiveness in	YES NO
	public procurement. The Tenderer has to sign Pre-Contract Integrity	
	Pact as per format enclosed and to submit along with your offer.	
	The above is applicable when the total basic price is above Rs. 100.0	
	lakhs. (present limit)	
25.	Grievance Redressal Committee:	
	As an alternate dispute redressal or reconciliation mechanism (other	
	than arbitration clause), Cochin Shipyard has constituted Grievance	YES NO
	Redressal Committee. Currently following executives of the committee	
	may be contacted for the settlement of disputes, if any, arising out of all contracts.	
	an contracts.	
26.	SUB CONTRACTING AND ASSIGNMENT	
	Supplier shall not contract with any subcontractor and/or vendor	YES NO
	without the prior written consent of CSL. Such consent shall not	IES NO
	relieve the Supplier from any of his responsibilities and liabilities	
	under the Purchase Order. In addition, Supplier shall ensure that the	
	terms and conditions of any such contract shall comply with and	
	correspond to the terms and conditions of the Purchase Order.	
27.	General: a. Prior to price bid opening, CSL is at liberty to take the	
41.	credit rating of bidders at our cost on case to case basis, and to	YES NO
L	secure rating of practice at our cost on case to case pasis, and to	

	• • • • • • • • • • •	
	include the same during the evaluation of the tender.	
	b. Deviations, if any in the techno-commercial offer 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	YES NO
	presumed that all the terms and conditions are acceptable.	
	b. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the	
	price part will be intimated to those firms whose Techno-	YES NO
	commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to	
	be present at the time of opening of Price Bid of their tender only. In case of E-Tender , suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price-bid	
28.	<b>P.O</b> :- a.In the event supplier's offer leads to an agreement to effect	
40.	supplies, a formal purchase order shall be issued by CSL on the basis	YES NO
	of agreed terms and conditions of tender.	
	c. Upon placement of order (by post or mail) the supplier shall submit	
	the acknowledgement (ie: signed and stamped original/ scanned	r
	soft copy by mail) as a token of acceptance of order within 15 days. In case CSL doesn't receive the above, it will be deemed as accepted.	YES NO
29.	<b>SUPPLY</b> : - a) CSL reserve the right to inspect the goods after receipt at	
	CSL store / prior to dispatch ( by CSL or CSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items	
	/ those not meeting agreed / contractual specification/ Items failing	YES NO
	during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at CSL store. The customs clearance charges of above shall be to supplier account.	
	b) Replacements during guarantee period to be sent on Duty and all	
	taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	YES NO
30.	c. Defective items, if any, after receipt shall be sent back on cost,	
	carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier)to be arranged by supplier. Defective	
	items shall be returned after receipt of replacement item. The	YES NO
	tenderer, shall replace all/ part of items as applicable , in case of	
	rejection, within 4 weeks of reporting the defect, without any	
	additional cost to CSL. In case the defective materials are not taken back within the said period, CSL reserves the right to dispose	
	the same without further intimation.	

31.	<ul> <li>d. The supplier shall compensate CSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the CSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the CSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.</li> <li>CSL reserves the right to alter, modify the scope of supply at its</li> </ul>	
	discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	YES NO
32.	PREFERENCE TO MAKE IN INDIA	
32.1	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 ,16.09.2020 and as amended from time to time shall be applicable as per below	YES NO
32.2	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	YES NO
32.3	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores , only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
33	PURCHASE PREFERENCES FOR CLASS I LOCAL SUPPLIE	RS
33.1	In the procurement of goods/works covered under Para 3 b of Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/-B.E -II dt ,16.09.2020r and which are divisible in nature , Class I local supplier shall get purchase preference over Class II/Non local supplier as per following procedures	YES NO
33.2	Among all qualified bids, the lowest bid will be termed as L1 if L1 is class 1 local supplier, the contract for full quantity will be awarded to L1	YES NO
33.3	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 margin of purchase preference and 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 margin of purchase preference shall be invited to match the L1 price for the remaining qty and so on and contract shall be awarded accordingly. In case some quantity is left uncovered on	YES NO

	Class I local supplier, then such balance quantity shall be ordered on L1 bidder.	
33.4	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	YES NO
33.5	Among all qualified bids, the lowest bid will be termed as L1 if L1 is class 1 local supplier, the contract for full quantity will be awarded to L1	YES NO
33.6	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 margin of purchase preference and contract shall be awarded to such class-I local supplier subject to matching the L1 price.	YES NO
33.7	In case such lowest eligible Class I local supplier fails to match L1 price, the class I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.	YES NO
33.8	Class II local supplier will not get purchase preference in any procurement undertaken by procuring entities	YES NO
33.9	Local content requirement to categories a supplier as Class I/Class II/Non local supplier shall be as per below . Definition of local content shall be as per order dt 16.09.2020 i.e. 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.	YES NO
33.10	Margin of purchase preference shall be 20%	
33.11	Class I -Local content is minimum 50%	
33.12	Class II-Local content minimum 20%	
34	DECLARATION OF LOCAL CONTENT	
34.1	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 Class I/Class II as applicable including details of locations at which local value addition is made.	YES NO
34.2	False declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the GFR for which a bidder or its successors can be debarred for up to two years as per rule 151 (iii) of the GFR along with such other actions as may be permissible under law.	YES NO

34.3	A supplier who has been debarred by any procuring entity for		
	violation of above order shall not be eligible for preference under this	YES	NO
	order for procurement by any other procuring entity for the duration		
	of the debarment.		
35	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANC	IAL RU	JLES
<u></u>	(GFRS), 2017		
35.1	Certificate shall be submitted by the bidders as per the below format		
	along with their offer, stating compliance with office order OM No.		
	6/18/2019-PPD dated 23 <sup>rd</sup> July 2020 (as amended from time to time		
	shall be applicable) regarding restrictions under rule 144 (ix) of the		·
	General Financial Rules (GFRs).	YES	NO
	"I have read the clause regarding restrictions on procurement		. <u> </u>
	from as 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 sub contract any work to a		
	competent authority and will not sub contract any work to a contractor from such countries unless such contractor is		
	registered with competent authority. I hereby certify that this		
	bidder fulfills all requirement in this regard and is eligible to be		
	considered"		
	Where applicable, evidence of valid registration by the competent		
	authority shall be attached.		
35.2	Any bidder from a country, which shares a land border with India, will		
00.2	be eligible to bid in this tender only if the bidder is registered with the	YES	NO
	Competent Authority. 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 long with tender documents for consideration of		
	offer(Wordings are as per Clause below) .If such certificate given by a		
	bidder whose bid is accepted is found to be false, this would be a		
	ground for immediate termination and further legal action in		
	accordance with law		
35.3	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	YES	NO
	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		
05.4	contract execution.		
35.4	The competent authority for the purpose of registration under the		
	order shall be Registration committee constituted by the Department	YES	NO
	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.		
35.5	"Bidder" (including the term 'tenderers', 'consultant' or 'Service		
00.0	provider' in certain contexts) means any person or firm or company,		
	including any member of a consortium or joint venture (that is an		
	association of several persons, or firms or companies), every artificial	YES	NO
	juridical person not falling in any of the descriptions of bidders stated		
	hereinbefore, including any agency branch or office controlled by such		
35.6	person, participating in a procurement process.		
35.0	"Bidder from a country which shares a land border with India" for the		
	purpose of this Order means:-		
	a) An entity incorporated, established or registered in such a country;		
	Or	YES	NO
	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		
	g) A consortium or joint venture where any member of the consortium		
	or joint venture falls under any of the above		
35.7	The beneficial owner for the purpose of 56.4 above will be as under:		
	1. In case of a company or Limited Liability Partnership, the		<u> </u>
	beneficial owner is the natural person(s), who, whether acting	YES	NO
	alone or together, or through one or more juridical person, has a		
	controlling ownership interest or who exercises control through		
	other means.		
	Explanation-		
	a. "Controlling ownership interest" means ownership of or		
	entitlement to more than twenty-five per cent of shares or		
	capital or profits of the company.		
	b. "Control" shall include the right to appoint majority of the		
	directors or to control the management or policy decisions		
	including by virtue of their shareholding or management rights		
	or shareholders agreements or voting agreements.		
	2. In case of a partnership firm, the beneficial owner is the natural		
	person(s) who, whether acting alone or together, or through one or		
	more judicial person has ownership of entitlement to more than		
	fifteen percent of capital or profits of the partnership.		
	3. In case of an unincorporated association or body of individuals,		
	the beneficial owner is the natural person(s), who, whether acting		
	1 (7) 5		
	position of senior managing official;		
35.7	<ul> <li>e) An Indian (or other) agent of such an entity; or</li> <li>f) A natural person who is a citizen of such a country; or</li> <li>g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above</li> <li>The beneficial owner for the purpose of 56.4 above will be as under: <ol> <li>In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> <li>Explanation- <ol> <li>"Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.</li> <li>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.</li> </ol> </li> <li>In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of capital or profits of the partnership.</li> </ol></li></ul>	YES	NO

	5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.	
35.8	An Agent is a person employed to do any act for another, or to represent another in dealings with third person.	YES NO
35.9	The successful bidder 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 the Competent Authority.	YES NO
35.10	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	
36	The above agreed CSL commercial terms and conditions will be incorporated in the Purchase order and no deviations are acceptable after price bid opening/ order placement.	YES NO

# Format for Self Certification under Preference to "MAKE IN INDIA" Policy

### CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of Submission of tender, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (.....%) as defined in above orders for the material against Tender No\_\_\_\_\_\_

Details of location at which local value addition will be made is as follows:

.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

(Letter Head)

# Compliance with office order OM No. 6/18/2019- PPD dated 23rd July 2020 (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRS).

"I have read the clause regarding restrictions on procurement from as bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries;

I certify that M/s ..... is not from such a country or, if from such a country, has been registered with the competent authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with competent authority.

I hereby certify that M/s ..... fulfills all requirement in this regard and is eligible to be considered"

# Format for Self Certification under Preference to "MAKE IN INDIA" Policy

### CERTIFICATE

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of Submission of tender, we hereby certify that we M/s\_\_\_\_\_ (supplier name) are local supplier meeting the requirement of minimum Local content (.....%) as defined in above orders for the material against Tender No\_\_\_\_\_\_

Details of location at which local value addition will be made is as follows:

.....

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rule for which for which a bidder or its successors can be debarred for up two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Authorized Signatory

(Letter Head)

# Compliance with office order OM No. 6/18/2019- PPD dated 23rd July 2020 (as amended from time to time shall be applicable) regarding restrictions under rule 144 (ix) of the General Financial Rules (GFRS).

"I have read the clause regarding restrictions on procurement from as bidder of a country which shares a land border with India and on sub- contracting to contractors from such countries;

I certify that M/s ..... is not from such a country or, if from such a country, has been registered with the competent authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with competent authority.

I hereby certify that M/s ..... fulfills all requirement in this regard and is eligible to be considered"