



TENDER NOTICE

सीएसएल – कोलकाता पोत मरम्मत यूनिट (सीकेएसआरयू, कोलकाता की ओर से निम्न सूचित कार्य के लिए अनुभवी फर्मों से मुहरबंद प्रतिस्पर्धी निविदाएं आमंत्रित की जाती हैं, ताकि निम्न सूचित तिथि और समय पर या उससे पहले अधोहस्ताक्षरी तक पहुँच सकें। कृपया संलग्न तकनीकी विनिर्देश, सामान्य नियम और शर्तें एवं अन्य अनुदेशों का संदर्भ लें।

Sealed competitive tenders are invited on behalf of CSL-Kolkata Ship Repair Unit (CKSRU), Kolkata from experienced firms for the under mentioned work, so as to reach the undersigned on or before the date and time mentioned below. Please refer to the Technical Specification, General Terms and Conditions and other instructions attached.

निविदा सं. व तिथि Tender No. & date	सीएसएल/सीकेएसआरयू/टीईएन/402/01/2023-24 दिनांक 04 Jan 2024 CSL/CKSRU/TEN/402/01/2023-24 dated 04 Jan 2024
कार्य का नाम Name of Work	सीकेएसआरयू कोलकाता में 12 मीटर ऊँचे मस्तूल की आपूर्ति, स्थापना और कमीशनिंग। (विस्तृत विनिर्देश अलग से संलग्न है) Supply, installation and commissioning of 12m High Mast at CKSRU, Kolkata (Detailed specification is enclosed separately)
निविदा का प्रकार Type of Tender	दो बोली Two Bid
जमा करने के लिए बयाना राशि Earnest Money to be deposit	रु. 10,000/- Rs.10,000/-
निविदा प्रपत्र की लागत Cost of Tender Form	रु. 1,000/- Rs.1,000/-
निविदा प्राप्ति की अंतिम तिथि एवं समय Last date & time of receipt of tender	दिनांक 23 Jan 2024 को 16:00 बजे तक 23 Jan 2024 at 16:00 hrs.
निविदा खोलने की तिथि एवं समय Date & time of opening of tender	दिनांक 23 Jan 2024 को 16:30 बजे तक 23 Jan 2024 at 16:30 hrs.
कार्य पूर्ण करने की अवधि। Work completion period	04 महीने (कार्यदिश जारी होने की तिथि से) 04 months (from the date of issue of work order)

लिफाफे के ऊपर निविदा संदर्भ स्पष्ट रूप से सूचित किया जाना चाहिए।

Tender reference should be clearly indicated on top of the envelope.



कोचीन शिपयार्ड लिमिटेड

(भारत सरकार का श्रेणी 1 मिनि रत्न कंपनी, पोत परिवहन मंत्रालय)



COCHIN SHIPYARD LIMITED

(A Government of India Category-1 Miniratna Company, Ministry of Shipping)

उप महाप्रबंधक (सीकेएसआरयू) को संबोधित मुहरबंद निविदाएं सीएसएल- कोलकाता पोत मरम्मत यूनिट (सीकेएसआरयू), ड्राई डॉक ऑफिस बिल्डिंग, गेट नं. 9, नेताजी सुभास डॉक, सर्कुलर गार्डन रीच रोड, कोलकाता – 700024 में स्थित 'सीकेएसआरयू निविदा बॉक्स' में नियत तारीख एवं समय तक डाली जाएंगी।

Sealed tenders addressed to **The Deputy General Manager (CKSRU)** shall be dropped in the 'CKSRU Tender Box' kept at the office of **Gate No. 9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata – 700024, West Bengal, West Bengal** by the due date and time.

उपरोक्त कार्य के लिए प्रभारी अधिकार
Officer - in - Charge for the above work

नाम /Name: आसिफ़ इक़बाल/Asif Ikbal
पदनाम/Designation: उप प्रबंधक/Deputy Manager
संपर्क सं. (मोब.)/ Contact No (M): 9735521074
ई-मेल/E-mail: asif.ikbal@cochinshipyard.in

कृते कोचीन शिपयार्ड लिमिटेड
For Cochin Shipyard Limited

For

ठेकेदार का हस्ताक्षर एवं मुहर
Signature and Seal of the Contractor (s)

उप महाप्रबंधक (सीकेएसआरयू)
Deputy General Manager (CKSRU)



पंजीकृत कार्यालय: प्रशासनिक भवन, पी.ओ. बैग सं. 1653, पेरुमानूर पी.ओ., कोच्ची - 682 015
Registered Office: Administrative Building, P.O. Bag No. 1653, Perumanoor P.O., Kochi - 682 015
फोन / Phone: +91 (484) 2361181/2501200. फाक्स / Fax: +91 (484) 2370897/2383902
वेबसाइट / Website: www.cochinshipyard.com CIN: U63032KL1972GOI002414

Tender No: CSL/CKSRU/402/01/TEN/2023-24

TABLE OF CONTENTS

Sl. No.	Description	Annexure
1	Scope of work & eligibility criteria	1
2	Price bid format	2
3	Terms and conditions	3&4
4	Vendor Details	5

SCOPE OF WORK & TECHNICAL SPECIFICATION**1. SCOPE:**

The scope of work under this tender specification covers the following:

- Design, manufacture, supply, installation and commissioning of 12 meter long High Mast with all its accessories as per Technical Specification, complete in all respect.
- Design and construction of R.C.C. foundation for 12 meter long High Masts including foundation bolts as per Technical Specification, complete in all respect.

Note: CSL shall provide the feeder cable (incoming cable for high mast panel) of required size up to Feeder Pillar of the high mast.

2. TECHNICAL DATASHEET FOR 12 METER HIGH MAST LIGHTING SYSTEM

Sl. No.	REQUIREMENTS	
1.	HIGH MAST SYSTEM-	
	Height of mast	12 Meter
	Make	Vendor to specify
	Wind speed	Suitable for 55 m/sec wind speed as per IS 875 part-3-2015
	Material construction	Hot Rolled Steel Sheet as per IS 2062 or Equivalent
	Material Certificate	Test certificate to be submitted
	Cross section of Mast	Polygonal (12-sided polygon)
	Type of joints	Slip-stress-fit method
	No. of Sections	Vendor to specify.
	Length of overlap	Minimum overlap distance shall be 1.5 times the diameter at penetration
	Metal protection treatment for Mast Section	Hot Dipped Galvanized
	Type of door locking arrangement	Weatherproof door provided with a heavy-duty double internal lock with special paddle key.
	Lightning protection	G.I single spike of length 1200 mm
2.	FOUNDATION	
	Foundation design	L1 Bidder to submit foundation design within 7 days from the receipt of Work Order.
	Soil bearing capacity at site	3.25 MT/Sq. meter
3.	LUMINARIE	
	No. of Luminaries	8 Nos
	Specifications	400 W, 230V, 50Hz, Lumen output : >= 34000 lumens, Light Colour: White, Body material: Aluminium, Input power factor: > 0.9, IP rating: IP66 or better
	Luminaries control	Timer based automatic control (Time adjustable) and manual control.
		Preferred make of LED Lights: Philips, Osram, Crompton greaves, Wipro, Bajaj or any equivalent IS

		approved make. Note: LM 79 / 80 report of the fitting complying the technical specifications from NABL/UL accredited labs should be submitted along with tender document
4.	LUMINARIE CARRIAGE	
	Material of Construction	Ring type MS tubular construction
	Load capacity	Suitable for 8 No 400W luminaries (Minimum 500 Kg)
	Number of fittings / Type of fittings & fixtures.	8 Nos. 400 Watts LED Integral type Flood Light Fittings and 2 Nos. Cast Aluminium weatherproof (IP-65) Junction Boxes to be fitted radially and symmetrically.
5.	HEAD FRAME	
	Pulley material	Die cast Aluminium Alloy (LM-6).
	Shaft of Pulley	Stainless Steel
	Bearing of Pulley	Maintenance Free self-lubricating type Bush
	Head Frame Cover	MS galvanized both internally and externally
	Bolts and Accessories	Stainless Steel
6.	CABLE	
	Type	Trailing Cable
	Material	The cable shall be of 1100 Volts grade, EPR insulated and PCP sheathed as per IS: 9968 (Part-1)-1988. Stranded Copper conductor.
	Conductor size & No. of core	As per the design requirement
7.	WINCH	
	Number of drums/winches	Double drum winch
	Worm gear ratio	53:1 minimum
	Capacity	350 Kg.
	Method of operation	Manual/ Electrical
	Lubrication	Permanent oil bath
8.	STAINLESS STEEL WIRE ROPE	
	Grade	AISI 304 grade Stainless Steel wire rope
	Material Certificate	Manufacturer's Test Certificate to be submitted
	Number of ropes	2 wire rope system
	Construction	7/19
	Central Core Material	Stainless steel core
	Diameter (mm)	5 mm
	Thimbles	SS Thimbles
	Braking load capacity	Minimum. 1450kgs. X 2
9.	POWER TOOL	
	Type	Integral motor
	Input supply	3 Ph 50Hz 415V AC
	HP/Number of Poles	0.75 HP / 6 Pole
	Reversible/Non reversible	Reversible
10.	TORQUE LIMITER	
	Adjustable/Non-adjustable	Adjustable
	Tripping device	Mechanical

3. HIGH MAST

3.1 Structure:

The High mast shall be of continuously tapered, polygonal cross section, 12 sided, presenting a good & pleasing appearance and confirming to the above data sheet to give an assured performance and reliable service.

3.2 Construction:

Each section shall be fabricated out of individual plate duly folded and welded. There shall be only one longitudinal seam weld per section. Section fabricated out of multiple plates or with more than one weld shall not be accepted.

Each mast shaft section shall be without any circumferential weld joint except base flange. The mast base flange shall be free from any lamination or incursion and provided with supplementary gussets between the bolt-holes to ensure elimination of helical stress concentration. Exposed portion of bolt, nuts & washer shall be hot dip galvanised.

3.3 Door opening:

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch.

3.4 Luminaire carriage:

The luminaire carriage shall be fabricated out of MS pipes and finished with hot dipped galvanization. There shall be suitable number of arms to mount the required nos. of luminaires as per the above data sheet enclosed. The system shall also make sure that lateral movement of the luminaire carriage is arrested considerably.

The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operation of the carriage. The entire Lantern carriage shall be hot dip galvanized after fabrication. All hardware used shall have necessary corrosion protection provision.

There shall be 02 Nos. of latching pins fixed at the top of luminaire carriage equally spaced, which shall move along latching barrels to fix the luminaire carriage with the head frame. These latching pins shall have independent rotation. These pins shall be spring loaded and wire ropes shall pass through these pins towards end termination. There shall be indicators on the two latching pins to indicate correct latching of the luminaire carriage. Each latching pin shall be capable of supporting the weight of the entire luminaire carriage.

3.5 Raising and lowering mechanism:

3.5.1 Winch:

The double drum winch shall be completely self-sustaining without the need for brake shoe, springs or clutches and self-lubricating type by means of an oil bath. The drums are to be grooved to provide perfect seat for stable and tidy rope lay and arrangement for distortion free rope end termination. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be marked on each winch.

Manufacturer's Test Certificate for the winch will have to be provided. A test certificate shall be furnished by the contractor for each winch in support of the maximum load operated by the winch.

Latching head frame system is to be designed in order to take the load off the wire ropes once the luminaire carriage is latched in head frame.

3.5.2 Head Frame:

The latching head frame shall be fabricated out of MS sections and finished with hot dipped galvanization to protect from environmental factors. The head frame shall house pulleys made of non-corrosive aluminium alloy, gunmetal bush bearing and stainless-steel shaft to make the pulley operation maintenance free for a longer time. These pulleys shall be of diameter large enough to accommodate stainless steel wire ropes and trailing cable. The pulley assembly shall be fully protected by a canopy, galvanized internally and externally. Close fitting guides and sleeves shall be provided to ensure that the ropes and cables do not get dislodged from their respective positions in the grooves.

There shall be two numbers of latching barrels on the bottom part of the head frame through which the latching pins move. There shall be cam profiles built in these barrels to guide the movement of latching pins. Lightning finial is to be fixed on top of the headframe.

3.5.3 Stainless Steel Wire Ropes:

The stainless-steel wire ropes shall be in 7/19 construction with central core in the same material of grade, diameter and breaking load as given in data sheet.

Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No intermediate joints/terminations, either bolted or else, shall be provided on the wire ropes between winch and lantern carriage.

The end construction of wire rope for the winch drum shall be fitted with copper talurit, the other end of the wire ropes are taken through two pulleys in head frame and terminated at latching carriage with wire termination clamp and with bulldog grips. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads.

3.6 Electrical System, Cable and Cable Connections

The multi core trailing cable from base compartment to junction box at luminaires carriage shall be 1.1 KV grade and type as specified in the data sheet of copper conductor with male female connectors.

Wiring from junction box to luminaries is to be done using 3 core 1.5 sq. mm PVC/ XLPE insulated, PVC sheathed, copper conductor flexible cable (shall be a part of erection activity of the high mast).

Suitable arrangement is to be provided in the base compartment to receive and terminate incoming power cable and MCB in a box for isolation of incoming power supply.

3.7 Power Tool for the Winch:

Three phase, single speed, 6 pole high-powered, certified motor of rating suitable to lift the load mounted on adjustable plate to adjust the length of winch motor coupling chain is to be provided in base compartment.

Tender No: CSL/CKSRU/402/01/TEN/2023-24

Mechanical torque limiter is to be mounted on motor shaft to stop transmission of motion from motor to winch in case of excess load and thus prevent the damage to winch and breakage of rope.

Earth terminal using 12 mm diameter hot dip galvanized bolts shall be provided on the door stiffener of the mast for lightning and electrical earthing of the mast.

3.8 Lightning Finial

One number heavy duty 1.2 m long hot dip galvanised lightening finial shall be provided for mast on the head frame to get a direct conducting path to the earth through the mast.

3.9 Earthing Terminals:

Separate earth terminals using 12 mm diameter GI Bolts shall be provided at convenient locations on the base of the High Mast for connection with suitable size GI Flat, for lightning protection and earthing of electrical accessories installed on the High Mast.

3.10 Feeder Pillar

Mast shall be provided with a feeder pillar housing Suitable TPN MCB incomer, single dial time switch and outgoing contactor for automatic switching on and off luminaries, raise lower push buttons for motor operation, incoming terminals and outgoing terminals for power cable and for motor.

Power cable of suitable size up to the feeder pillar/ base compartment of high mast from supply point shall be provided by CSL.

3.11 Incoming Power Cable

1.1 KV grade, XLPE insulated, PVC sheathed, Aluminium conductor, armoured cable for power supply of suitable size shall be provided from feeder pillar to the base compartment of the high mast. Cable shall be taken to the base compartment of the high mast through the provision made in the foundation. Power cable of suitable size up to the feeder pillar from supply point shall be provided by CSL.

3.12 Civil Work

All the civil work including foundations, earth pit etc. is in bidder's scope.

4. ELIGIBILITY CRITERIA:

Experience having successfully completed similar works (Supply and installation of high mast tower lights) during the last 5 years ending last day of month previous to the one in which tenders are invited should be either of the following:

Three similar completed works each costing not less than the amount equal to Rs.3 Lakhs.

OR

Two similar completed works each costing not less than the amount equal to Rs.4 Lakhs.

OR

One similar completed work costing not less than the amount equal to Rs. 6.5 Lakhs.

(Details of orders executed along with completion certificate from the client indicating value of work executed and performance shall be submitted in this regard. The similar work should have been executed in India.).

5. The average annual financial turn over should be at least 8 Lakhs during the last 3 consecutive financial year (FY 2022-23, FY 2021-22 & FY 2020-21). (Copy of audited balance sheets showing turnover profit & loss account of the firm for the preceding 3 FY's should be submitted).
6. The bidder should possess valid 'A' grade/ 'B' grade electrical contractor's license issued by West Bengal State Govt or should associate with an electrical contractor having above license. A certified copy of contractor's license shall be submitted along with the tender document. All the works shall be carried out in the presence of a full-time supervisor with a valid supervisory license. Contractor should ensure to follow the rules and regulations of Central Electricity Authority of India (CEA).

PRICE BID**Annexure 2****Tender No.: CSL/CKSRU/TEN/402/01/2023-24****Name of work : Supply and installation and commissioning of 12 M High Mast at CKSRU, Kolkata**

Sl. No.	Description	Qty	Unit	Unit rate (INR)	GST (%)	HSN/SAC Code
1	High Mast 12 M					
1.1	Supply, installation and commissioning of 12 M High Mast as per the attached technical specifications.	1	No.			

TERMS AND CONDITIONS

1. Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for
2. Offer shall be submitted in the prescribed form in the 'CKSRU Tender Box' located at CSL-Kolkata Ship Repair Unit, Gate No.9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata - 700024, and has to be addressed to The Deputy General Manager (CKSRU), Cochin Shipyard Limited, CSL-Kolkata Ship Repair Unit, Kolkata - 24.
3. In case of bid sent through e-mail, 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 e-mail or SMS immediately before the tender opening against the request from concerned officer.
4. **Validity:** The offer should be valid for a minimum period of four months from the tender closing date.
5. **Earnest Money Deposit (EMD):** Rs.10,000/- (Rupees Forty Thousand only)
EMD for a valid bid has to be submitted by the bidder in the form of demand draft / FDR / Bank Guarantee (Encl.2) drawn in favour of Cochin Shipyard Limited from scheduled bank except Co-operative bank in case of indigenous bidders and from international bank as per the CSL approved list in case of foreign bidder. Cheques are not acceptable. Bids submitted without EMD will be rejected. No interest shall be paid for the EMD, Security Deposit or Performance guarantee. EMD will be returned to the unsuccessful bidder's post finalization of tender and issue of Work Order to the L1 bidder.
6. **Cost of Tender Form:** Rs.1000/- (Rupees One Thousand only)
Tender form cost has to be submitted by the bidder in the form of demand draft while submitting the technical bid, drawn in favour of Cochin Shipyard Limited from scheduled bank except Co-operative bank in case of indigenous bidders and from international bank as per the CSL approved list in case of foreign bidder. Cheques are not acceptable. This is a non-reimbursable amount.
7. **Mode of tender:** The tender for the work will be based on Two Bid system. The tender shall consist documents as indicated at Annexure-4.
8. Bidders can contact Officer-in-Charge of the work which is indicated in the tender notice for any clarification before submitting the offer. If clarifications/details are not obtained before the offer is submitted, no claim on this account will be admitted.
9. Bidders to note that no advance payment will be made by CSL against work order/ supply order issued.
10. Corrections and additions if any in the bid must be attested/ duly signed by the bidder. In the case of error in multiplication/addition in amount calculated, the unit rate quoted will be considered as correct and the amount will be calculated accordingly. Conditional rebates & discounts, incomplete/ambiguous offers are likely to be rejected.
11. L1 will be arrived based on the lowest total amount quoted for the entire work excluding GST. Bidder has to quote for all line items. Partially quoted bid will be rejected.
12. Normally CSL will award the contract to the Bidder whose bid has been substantially responsive to the bidding documents and who has offered lowest evaluated total amount. However, if in the opinion of CSL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, CSL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by CSL shall provide the analysis of rates/break – up of amount quoted by him for any or all items of Schedule of Rates/ prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted price.
13. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed.

14. GST/Duties, if any, payable extra is to be indicated in the techno-commercial part for two bids.

15. Payment terms:

- a) 100% payment shall be released after completion of total scope of the work and acceptance by CSL representative at CKSRU site.
- b) Supplier shall indicate details like PAN, GST details etc. required for processing payment. Payments will be made through NEFT/RTGS/Cheque mode and necessary details shall be furnished by the supplier in the format at Enclosure-1.
- c) CSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- d) The invoice to be raised on Officer in-charge, Cochin Shipyard Limited, CSL-Kolkata Ship Repair Unit, Dry Dock Office Building, Netaji Subhas Dock, Gate No.9, Circular Garden Reach Road, Kolkata – 700024.
- e) GST No. of CSL-Kolkata Ship Repair Unit is 19AAACC6905B1Z1.
- f) Payment will be released tentatively within 30 days from the date of submission of bill duly certified by the authorized CSL representative at Kolkata. Delay in submission of bills will lead to delay in processing of payment.

16. RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017

- a. 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 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 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 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.

- b. 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 the 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.
- c. 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.

- d. 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.
- e. "Bidder" (including the term 'tenderers', 'consultant' or 'Service 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 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.
- f. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - a. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- g. The beneficial owner for the purpose above will be as under:
 - 1. 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.

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 alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals,
 - 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - 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.

- h. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- i. 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.

17. Definitions:

- a) Local Content: Local content means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
 - b) Class I Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 50% local content
 - c) Class II Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum 20% local content
 - d) Non-Local Supplier: It means a supplier or service provider, whose goods, services or works offered for procurement, has less than that pre-scribed for class II local supplier.
18. This tender is not a Global tender enquiry and only Class I and Class II local suppliers as defined above shall be eligible to bid in this tender.
19. 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.
20. A supplier who has been debarred by any procuring entity for violation of above order shall not be eligible for preference under this order for procurement by any other procuring entity for the duration of the debarment.
21. **DECLARATION OF LOCAL CONTENT:** Class I/ Class II local supplier at the time of tender shall provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content.
22. 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.
23. **Security Deposit/ Bank Guarantee:**
An amount of 10% of total amount shall be deducted from the final invoice amount towards Security Deposit / Performance guarantee. Same shall be returned 1 month after satisfactory completion of guarantee period.
24. 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 (GFR or other relevant rules). 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.
25. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department are exempted from submission of EMD & Tender cost.
26. The rate quoted shall remain firm throughout the period including extension if any.
27. The firm should not subcontract the work in part or full.
28. **Guarantee Period:** The goods supplied shall be guaranteed for workmanship and satisfactory performance for a period of 12 months from the date of receipt of the materials at CKSRU yard and acceptance of the

materials. Supplier should replace the defective materials without cost implication to CSL/CKSRU immediately after intimation of any such defects noticed during the Guarantee period.

29. **Risk Purchase:** If the supplier fails to supply the items ordered within the delivery date or violate any of the terms and conditions of the purchase order, CSL/CKSRU shall have the following rights.

- a) To terminate the contract with 15 days' notice forfeiting the security deposit.
- b) To initiate alternate procurement action at the risk and cost of the supplier.

30. **Liquidated Damage:** In case any delay in completion period or in the Supply of ordered materials beyond the stipulated completion period / delivery period, the contractor has to pay Liquidated Damage (LD), a sum equivalent to ½% (half percentage) of the order value per week or part of the week subjected to maximum of 10 % of the order value.

31. **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.

32. Transportation and Transit insurance shall be in the scope of supplier and unit prices quoted are to be inclusive of the same.

33. Packing Material should be eco-friendly.

34. Supplier should follow the statutory requirements of products offered.

35. Products supplied shall be nontoxic and harmless to health. In the case of toxic materials Material Safety Datasheet may be furnished along with the material.

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

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

Cntd.....

**COCHIN SHIPYARD LIMITED
CSL-KOLKATA SHIP REPAIR UNIT (CKSRU)
KOLKATA – 700 024**

SPECIAL INSTRUCTIONS FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers superscribed 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

- a. Documents for minimum eligibility criteria
- b. Drawings & Technical Literature, if any
- c. Copy of unpriced Price bid (Price bid without price & with percentage of taxes & duties and details like quoted /Nil/Included need to be mentioned for each line item.)
- d. Complete set of tender documents duly signed and sealed on all pages as a token of acceptance.

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Duly filled price bid as per the tender document.
- b. The quoted rate shall include rate for material, service engineer if required, transportation, loading etc. to deliver the items to the location as mentioned in the tender document.
4. CKSRU/CSL reserves the right to alter, modify the scope of supply at their discretion and consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.
5. 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. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. Tenderers shall not be allowed to attend the Techno-commercial bid opening.
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. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
8. 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.
9. Price part should be submitted in the Price Bid format provided. Price should be quoted separately for

each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. In case if there is any ambiguity in the price bid, unit rate quoted will be considered as base and L1 will be arrived accordingly.

10. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.

Enclosure - 1

Electronic Payment Mandate Form

(Mandate for receiving payments through RTGS/NEFT Cochin Shipyard Ltd)

- 1) Vendor Name
- 2) Vendor Address with Phone No

- ### 3) Vendor Code

- 4) Permanent Account Number (PAN)

[illegible]

- ### 5) Particulars of Bank Account

- a. Name of the Bank

[illegible][illegible]

- b. Name of the Branch

[illegible][illegible]

- c. Branch Code:

- d. NEFT Code of the Bank:

- e. City Name:

- f. Branch Location:

- g. Branch Telephone No.:

- #### h. Bank IFSC Code:

- i. 9-Digit MICR Code

--	--	--	--	--	--	--	--	--

(where MICR is starting with "0". Please take the correct code from your bank for proper identification of city, bank, branch)

- j. Type of the Account (S.B,Current or Cash Credit) with code (010/011/013)

--	--	--

- k. Account Number (as appearing on the cheque book)

[illegible]

- 6) Email Address of Vendor:

- 7) Date of Effect of RTGS/NEFT in your Bank:

(Please enclose a cancelled un-signed cheque leaf to enable us to verify the details mentioned above)

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, we would not hold the company responsible.

$$(\dots)$$

Signature of Employee

Bank Certificate

We certify that_____ has an Account No._____ with us and we confirm that the details given above are correct as per our records.

Date:

Place:

(.....)
Authorized official of Bank

BANK GUARANTEE TOWARDS EMD

To
COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

This deed of Guarantee made on Day ofTwo Thousandbetween CSL on one part and (Name and address of the bank) of the other part is as follows:

In consideration of CSL having allowed M/s.(herein after referred to as 'the Contractor') to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as 'the bank') undertake to pay to CSL on demand the sum of money payable as Earnest Money in respect of the Tender Number.....made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by CSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by CSL or otherwise commits any breach of the terms and conditions of the tender.

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the following documents:

Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till CSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 6 months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the bank within 3 months after the said period in which case the same shall be enforceable.

We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and CSL or any neglect, indulgence or forbearance by CSL.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed -----only).
2. This Bank Guarantee shall be valid up to (date) (9 months from the date of issuing the BG)
and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before(validity date).

Any demand for payment under this Guarantee must be received by us at this office during working hours on or before the validity Date. Should we receive no claim from you by the validity Date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the

guarantor:.....

Name of

Bank:.....

Address:

Date:.....

VENDOR DETAILS

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm	
3	Registered office Address of Company/Firm in Kolkata	
4	Telephone No./Fax No./Mobile No	
5	E-mail address	
6	Names of the contact person & designation	(i) (ii) (iii)
7	Type of Entity-Proprietorship/Partnership firm/Company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
8	PAN Card Number	
	GST Registration Number (GST certificate to submitted along with the technical bid)	
	EPF registration no. (EPF registration certificate to be submitted along with the technical bid) Note: In case firm does not have EPF registration reasons thereof to be indicated	
	ESI Registration No. (ESI registration certificate to be submitted along with the technical bid). Note: In case firm does not have ESI registration reasons thereof to be indicated	
	Copy of License if applicable	
9	Whether the Agency has been blacklisted/debarred or given tender holiday or contract terminated before expiry of the contract period by any 'Govt./autonomous bodies/ organizations where bidder has provided services earlier due to deficiencies in service or misconduct etc.	Yes/No (please tick as applicable) If yes, please furnish details on a separate sheet

Sign & seal of contractor: