



CSL/SRP/170/2023

28th June 2023

TENDER NOTICE

Dear Sir,

Tenders by password protected email are invited for **hiring services of forklift with operator at Cochin Shipyard Limited – International Ship Repair Facility** so as to reach the undersigned on or before the last date and time given below.

Enquiry no & date	CSL/SRP/170/2024 2021
Name of work	Hiring services of forklift with operator for at Cochin Shipyard Limited - International Ship Repair Facility
Nature of bid process	Two bid
Earnest money to be deposited (EMD)	Nil
Validity of Bid	90 days from the last date of submission of tender
Last date & time for submission of quotation	05 th July 2024 before 1100 hrs
Technical bid opening date & time (Attachment A)	05 th July 2024, 1400 hrs
Price bid opening date & time (Attachment B)	Price bid opening date shall be intimated
Correspondence details for pre-bid queries and any other information	sureshabutc@cochinshipyard.in julianjose.pj@cochinshipyard.in sroffice@cochinshipyard.in

Thanking you


Yours faithfully,

सुरेश बाबु टी सी
SURESH BABU T C (For Cochin Shipyard Ltd)
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोच्ची / Kochi-682014
Asst. General Manager (SRP)



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A. Scope of work

1. Hiring services of one 5 Ton Forklift with operator for a tentative duration of 04 months tentatively starting from mid-July 2024 for usage at CSL – International Ship Repair Facility (ISRF) located inside Cochin Port Authority (CoPA) premises.
2. Methodology of work execution
 - a) Forklift with operator should be available for use on all days of the year except Sundays, closed holidays of CSL and National Holidays. An approximate usage of 26 days in a month is estimated.
 - b) Working hours shall be from 06 AM to 10 PM in two shifts of 08 hours each inclusive of lunch/dinner break. However, the timings may vary depending upon site requirements.
 - c) If the forklifts along with operator are required to be used on Sundays, National Holidays and beyond normal working hours then fixed overtime rates (inclusive of all miscellaneous cost for daily operation including fuel) will be applicable for the duration of use in hours. Overtime charges per hour shall be calculated as monthly charges/26 X 16 and will be paid at actuals.
 - d) In case if the forklift is not utilised for a whole month during the last month of the contract, then payment shall be made for the actual number of days the forklift is utilised for which per day rate shall be applicable and will be calculated as monthly charges/26.

B. Prequalification Criteria –

SI No	Particulars	Eligibility Criteria	Proof/Documents Required
1	Experience in relevant field	The firm should be in the business of operating/providing forklift for a minimum of 03 years (to be supported by necessary documents and submitted along with technical bid) as on date of publishing this tender.	Work order/work completion certificates
2	Financial capability	The firm should have an average minimum annual turnover of Rs. 25.00 lakhs during the two financial years FY 2021-22 and 2022-23.	Profit and loss account statement for the respective financial year


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C. Terms & conditions

1. Services of forklift with operator shall be required tentatively by mid July 2024 and should be deployed at site within one week from the date of issue of LOI/work order.
2. Forklifts should have all valid and proper documents. All statutory conditions to be fulfilled by firm at their cost.
3. The manufacturing year of forklifts should be of the year 2014 or higher.
4. Documents related to statutory requirements such as registration certificate of the equipment, load testing certificate of equipment, license of operation (s), pollution control related requirements shall be submitted before deploying the equipment at site.
5. Forklifts to be positioned (with operator) at CSL as per timings stipulated by officer in charge. Forklifts while reporting at site should have sufficient quantity of fuel (fuel is under firm's scope) and other consumables for meeting the day's work. The hire charges shall apply from the time when the forklift with operator satisfying conditions mentioned at para 2, 3 and 4 above, reaches CSL premises.
6. Forklifts shall be utilised at work stations at ISRF New facility, inside/outside of the ship lift area, onboard vessels etc.
7. In case of breakdown or any other blockage due to the failure of forklift that may occur during work, the firm shall provide alternate forklift immediately at their cost. If the firm fails on this, CSL has the right to engage other forklift and the cost incurred shall be borne by the firm. In such cases pro rata reduction will be effected on monthly payment for which per day charges shall be calculates as monthly charges/26 and per shift charges as monthly charges/26 X 2.
8. Forklift operator should hold a valid license issued by the statutory/licensing authority and should have a minimum experience of 03 years in any industry and should be covered under ESI/EPF. The age of the operator should be below 50 years.
9. Quote should be for per forklift with operator per month basis and should include all operational cost, consumables cost, fuel, loading and unloading, transportation, oil, spare cost, etc. GST should be indicated separately and shall be paid extra as per govt. rules.
10. Food, accommodation and other facilities for the operator shall be vendor's scope.
11. CSL has the right to reject the forklift if it is found to be not in good condition.
12. CSL will not take any responsibility for any liabilities caused by the firm in respect of the forklift tax, insurance, road permit, accident, penalties by authorities etc. or will not compensate part or full whatever may be the reasons.

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13. CSL reserves the right to short close the contract if the requirement of the equipment does not exist due to any circumstances include Force Majeure events with the hiring charges payable upto the end of the calendar month in which the contract is closed.
14. Payment shall be made on monthly basis with overtime as certified by the Officer in Charge of CSL or his representative.
15. The firm should be ready to provide additional forklifts if required by CSL within 10 days of notice as per the same rate, terms and conditions.
16. Bid should be valid for a period of 90 days from the date of submission of tender.
17. The bidders may contact Shri. Julian Jose P J, Assistant Engineer email id: julianjose.pj@cochinshipyard.in mob: 9995804359 for any clarifications regarding scope of work.

D. Entry and Exit of personnel

1. Temporary entry/exit passes for the personnel to work inside CSL shall be arranged by the agency after completing necessary formalities of CSL at the contractors cost.
2. All personnel are required to produce a valid police clearance certificate to avail gate passes.

E. Safety rules

1. The firm shall ensure that the personnel employed by them are working in complete compliance with CSL HSE rules. All personnel deployed at site shall wear PPE at all times when working within the factory premises of CSL. PPE is to be provided by the contractor/firm including, overall, safety shoes, safety helmet, gloves, safety glasses, full body harness etc. The firm/contractor shall be entirely responsible for the safety of all personnel employed by him on the work and should ensure that the personnel are adequately covered under insurance.
2. The firm shall be solely responsible for any consequences arising out of any loss, damage or accident caused to the personnel engaged by him on duty. Any labour issues with employees have to be settled by the contractor or firm themselves. CSL will not have any responsibility for any issue between firm and the employees, for any injury or illness to firm's workmen/other personnel during execution of work. In this regard firm will have to fully indemnify CSL against any claim made by his workmen/other personnel.

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F. Payments terms

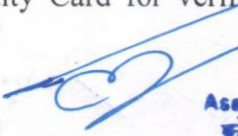
1. Payment shall be made on a monthly basis by NEFT to the account of the firm within 30 days from the date of submission of invoice in triplicate duly supported by work completion certificate certified by officer in charge of CSL and ESI/EPF remittance documents in respect of the firms employees engaged for work. In case ESI/EPF remittance documents are not submitted with invoice, reasons thereof to be submitted. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL. Following documents to be submitted along with the invoice for payment.
 - a) Work completion certificate/log sheet for the month duly certified by the officer in charge.
 - b) Documents related to remittance of ESI and EPF and payment of salary.
2. The Invoices to be raised on AGM (SRP), Ship Repair Division, Cochin Shipyard Limited. GST Registration no. of CSL is GSTN - **32AAACC6905B1ZD** which is to be indicated on the invoice.
3. Invoices are to be submitted online through vendor invoice management portal of CSL.

G. Deviation list

1. Deviations if any, in the offer submitted from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations".

H. Statutory conditions and labour laws

1. The firm must comply with statutory requirements, ESI/EPF, and other labour laws/regulations in force and as amended from time to time by Govt. of India. The firm must abide by minimum wages act as governed by Govt. of India rules in force and as amended in future.
2. The firm shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to them and their workmen employed.
3. All contract workmen, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as contract workmen at CSL. All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract


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workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.

4. The firm shall be solely responsible for the payment of wages, salaries and other legal dues of its personnel who are employed or deployed by it from time to time. The firm shall promptly pay all due salaries and wages to its personnel providing service and salary has to effect before 10th of every month preceding the wage month. CSL reserves the right to ask the firm to submit satisfactory evidence of payment due, salaries etc. In any event, CSL shall not be liable for any payments, dues, wages and salaries of the personnel employed by the firm.

I. Arbitration

1. It is clarified that the firm cannot go for arbitration for any disputes arising out of the agreement related to this contract work. Cochin Shipyard Ltd. has a grievance redressal cell and all un-resolved disputes shall be referred to the nodal officer Shri. Syamkamal N, Company Secretary, Cochin Shipyard Ltd in the specified format. All questions, disputes difference or differences arising under, out of, or in connection with the contract after hearing by Cochin Shipyard Ltd Grievance Redressal committee shall be subject to Indian Laws in force and at the exclusive jurisdiction of the courts at Kochi.

J. Indemnity clause

1. The firm shall indemnify CSL and keep harmless against any or all claims, liabilities, damages, losses, costs, charges, expenses, proceedings and actions of any nature whatsoever made or instituted against CSL directly or indirectly by reason of:
 - i. Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
 - ii. Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

K. Security deposit

1. A recovery of 3 % will be made as interest free deposit from the contractor's bill towards Security Deposit to a maximum of Rs. 1.00 Lakhs (One Lakh only) and will be returned one (1) month after expiry of the contract. No interest shall be payable on SD for the period of its pendency. SD will be forfeited where the contractor fails to meet the contractual obligations.

Or

2. The vendor can furnish a Performance Bank Guarantee for an amount of 3% of order value

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valid till 90 days after expiry of the contract. In such a case no recovery will be undertaken.

3. Bidders with valid registration under NSIC/MSME category are also entitled for all privileges, concessions, relaxations etc. stipulated by relevant Govt. orders in this regard. However guarantee of the items supplied/service provided has to be ensured through a bank guarantee (BG).

L. Contract Validity

1. The contract shall be valid for a period of 04 months which is extendable upto a further period of 02 months at the discretion of CSL without any changes in rates, contract terms and conditions on mutual agreement.

M. General conditions

1. All relevant clauses of general conditions of contract prevalent in CSL will be applicable to this contract also. HSE guidelines issued by CSL from time to time shall be followed by the firm.
2. L1 shall be determined based on the lowest rate quoted per forklift per month.
3. The contract shall be on a principal to principal basis and it will not create any employer, employee relationship between CSL and the firm or its employees/personnel. This contract shall also not be deemed to create any partnership, joint venture or any association between CSL and the firm.
4. The bidders are expected to familiarize themselves about labour situation, wages and benefits applicable to labourers, working hours etc. prior to quoting. The submission of a bid by bidder implies that he has made himself aware of all the above situations and conditions. Any subsequent claim on this account will not be entertained.
5. CSL reserves the right to award the contract to one or more firms or may split the scope of work, depending upon the actual necessity, as deemed fit.
6. CSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
7. The rates agreed upon as per quotation remain firm and fixed and will not be changed till conclusion of contract including extended period, if any.
8. The contractor or the employee engaged by the contractor are strictly banned from use of any kind of Narcotics drugs/Alcohol/smoking etc. inside CSL premises and any illegal activity by the work men should be reported to the Officer-in-Charge without delay and the contractor shall remove such persons from Yard premises.
9. During the evaluation of tender AGM (SRP) may at his discretion may ask the bidders for clarification in writing. Response for clarification shall be given in writing and no change in

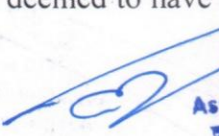
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prices or substance of the bid shall be sought, offered or permitted. No post bid clarification on the initiative of the bidder will be entertained.

10. The acceptance of the tender will rest with GM (SR) who does not bind himself to accept the lowest tender and reserves the right to himself the authority to reject any or all of the tenders received without assigning any reason.
11. CSL reserves the right to terminate the contract at short notice in case the firm's performance is found not satisfactory with regard to progress of work, quality, time factor, labour dispute with their workers, poor safety records and other violation of any contract conditions. No claim whatsoever will be entertained by CSL on this account.
12. Amendment if any will be notified on CSL/Govt. website. The bidders are requested to keep themselves informed of the development by visiting CSL website www.cochinshipyard.in and the CPP portal www.eprocure.gov.in regularly. Such amendments shall be binding upon them.

N. Instruction to bidder for submission of quote:

1. Tenders are to be submitted in password protected email and should reach CSL on or before the last date and time for submission of tender. Email address for submission of tender is sroffice@cochinshipyard.in with a copy to julianjose.pj@cochinshipyard.in and sureshababutc@cochinshipyard.in. Bidder should make sure that they get an acknowledgement by return mail after submission of tender. CSL shall not be responsible for non receipt of e mail sent by the firm.
2. Bid is to be submitted in two bid system [in two attachments with password protection- Technical bid (attachment A) & Price bid (attachment B).
3. Following documents in respect of technical bid to be included in attachment A.
 - i. Tender document duly signed on all pages (including scope of work, general terms & conditions and annexures).
 - ii. Vendor details (annexure II).
 - iii. Copy of un-priced bid format as per annexure III (price bid without prices/numerals).
 - iv. Undertaking (annexure IV).
 - v. Documents required as per Pre-qualification criteria.
4. Price part of technically acceptable offers only will be considered for opening.
5. Price bid is to be submitted with password protection in a separate file (attachment B – price bid).
6. The bidder is expected and deemed to have read, understood and agreed to all instructions,


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- forms, terms and specifications etc. in the tender document while bidding.
7. Failure to furnish all information required or False/ambiguous information or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
 8. All pages of the offer (including all supporting documents/attachments) should be signed by the authorized signatory of the bidder in acceptance of tender conditions. Scanned copy of the same may be attached in the bid. Unsigned and unstamped bids shall be summarily rejected.
 9. The firm should indicate "quoted"/ "not quoted" against each line item as applicable in the unpriced price format. Any ambiguity may entail rejection of the offer.
 10. Tender documents, downloaded from the CSL website/Central Procurement Portal, shall be downloaded in Toto and no change, whatsoever shall be made. If any alteration is made in the tender document submitted by the Bidder and if found out (be it at any stage of the tender processing and even after award of the contract), it will be viewed seriously by CSL and CSL has the right to reject the offer if required.
 11. All documents, instructions, catalogues, brochures, pamphlets, design data, norms and calculations, drawings, operation, maintenance and safety manuals, reports, labels on deliveries and any other data shall be in English language.

Thanking You,

Yours Sincerely,

For Cochin Shipyard Ltd

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VENDOR DETAILS (to be submitted along with TECHNICAL BID)

1	Name of the Bidder/Firm	
2	Registered office Address of Company/Firm	
3	Telephone No./Fax No./Mobile No	
4	E-mail address	
5	Names of the contact person & designation	(i) (ii) (iii)
6	Type of Entity-Proprietorship/Partnership firm/Company/NSIC/MSME Category etc. (Please attach registration certificate of Firm/Partnership agreement/proprietorship documents)	
7	PAN Card Number (Self attested copy of PAN card has to be submitted)	
	GST Registration Number (Self attested copy has to be submitted)	
	EPF Registration No. (Self-attested copy to be submitted). Note: In case firm does not have EPF registration reasons thereof to be indicated in remarks column.	
	ESI Registration No. (Self-attested copy to be submitted). Note: In case firm does not have ESI registration reasons thereof to be indicated in remarks column.	
	Copy of License applicable (Self attested copy to be submitted)	


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8	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
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- Certified that the above information is true to the best of our belief and information.


Signature of firm or authorised personnel:

Name of authorised personnel

Designation:

Address:

കോച്ചിൻ ഷിപ്പ്യാർഡ് ലിമിറ്റഡ്
കോച്ചിൻ ഷിപ്പ്യാർഡ് ലിമിറ്റഡ്
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 സുരേഷ് ബാബു ടി സി
 SURESH BABU T C
 സഹായക മഹാ പ്രബന്ധക
 Assistant General Manager
 കോച്ചിൻ ഷിപ്പ്യാർഡ് ലിമിറ്റഡ്
 Cochin Shipyard Ltd.
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RATE FORMAT

Sl. No	Description	Rate per forklift with operator per month (Rs.) (before GST)	GST%
1	Services of forklift with operator as per scope of work		
	Amount in words		


Signature of authorised personnel:

Name of firm or authorised signatory:

Designation:

Address:

Contact No:


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UNDERTAKING

I, Shri in my capacity as Managing Partner/Chairman & Managing Director/Proprietor of M/s do hereby give an undertaking that we shall not subcontract the work or part of work to any other agency if awarded the contract by CSL.


Signature of firm or authorised personnel:

Name of authorised personnel

Designation:

Address:

Contact No:


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