



CSL/SRP/084/2023

15th May 2023

## TENDER NOTICE

Dear Sir.

Tenders by password protected email are invited for removal of slop from an Indian Naval Vessel so as to reach the undersigned on or before the last date and time given below.

Enquiry no & date	CSL/SRP/084/2023				
Name of work	Removal of slop from an Indian Naval Vessel				
Nature of bid process	Single 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	29th May 2023 before 1100 hrs				
Price bid opening date & time	29 <sup>th</sup> May 2023 before 1400 hrs				
Email address for submission of bids and for pre-bid queries/any other information	sureshbabutc@cochinshipyard.in julianjose.pj@cochinshipyard.in sroffice@cochinshipyard.in				

Thanking you

Yours faithfully,

(For Cochin Shipyard Ltd)

SURESH BABUT C सह्ययक महा प्रचन्धक Assistant General Man

सुरेव बाव टी सी

कोचीन शिषयाउँ जि

Cochin Ship कोच्यी / भः

Asst. General Manager (SRP)



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सुरेष बाजु टी सी SURESH BABU T C अहर्यक महा प्रबन्धक Assistant General Manager कोचीन शिषयार्ड लिमिटेड Cechin Shipyard Ltd. कोच्ची / Kocni-682015

## A. Scope of work

- Hiring services of barge having capacity of 100 to 200 ton for a tentative duration of 30 days
  for removal of approximate 500 ton dirty oil (fuel, sludge and un-pumpable volume in POL
  tanks) from an Indian Naval Vessel located inside CSL and transportation of the same to Naval
  Ship Repair Yard, Kochi (NSRY (K)).
- 2. Necessary positive displacement pump, hoses for removal of dead volume of liquid and necessary manpower for operation is to be arranged by the contractor.

# 3. Methodology of contract

- a) Indian Naval vessel, shall be berthed at CSL quay. The barge shall be utilised for transporting approximate 500 tons of dirty oil (fuel, sludge and un-pumpable volume in POL tanks) from onboard vessel to a designated location inside NSRY (K) or to a vessel berthed at NSRY (K).
- b) One sullage barge having capacity of 100 to 200 ton shall be required on a daily basis based on prior intimation from CSL for which per day rate shall be applicable.
- c) The barge should be available for use on all days neluding Sundays and holidays on need basis.
- d) An approximate usage of 30 days may be estimated and the same may vary. However payment shall be made for the actual number of days the sullage barge is utilised.
- e) Total working hours per day shall be limited to 12 hours starting from 08 AM to 08 PM. However the work timings are liable to change depending upon the site requirements. In case of usage beyond normal working hours then fixed overtime rates will be applicable for the duration of use in hours. Overtime charges per hour shall be calculated as per day charge/12 and will be paid at actuals on pro rata basis.
- f) Hire charges shall commence from the time the barge report at CSL.

#### B. Terms & conditions

- Work should be commenced immediately after issue of LOI/work order. Tentative date of commencement of work shall be from end June 2023.
- 2. The firm should issue certificate to the vessel as per MARPOL.
- The sale of Hazardous Waste items will be governed by Hazardous and Other Wastes (Management & Transboundary Movement) Rules, 2016 and its amendments (if any). The

SURESH BABLI C सहायक मुझ प्रबन्धक Assistant General Manager लेचीन शिपयार्ड लिमिटेड Cochin Shipyard Ltd. कोच्ची / Nochi-682015

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firm shall have all facilities/registration/licenses as stipulated by prevalent guidelines/notifications issued by central pollution control board (CPCB)/Ministry of Environment & Forest (MoEF) and shall comply to all such rules/Notification/ Guidelines pertaining to handling/sale of slop that is accumulated.

- 4. The firm shall be registered under Cochin Port Trust, should have customs authorization and relevant license/permission for undertaking the scope of work. The firm should also have necessary certificate from pollution control board. Copy of above documents is to be submitted along with the bid.
- Obtaining necessary permission for operation of barge, payment of any statutory charges to Cochin Port Authority and all statutory permissions for transportation of slop as applicable shall be under the contracts scope.
- 6. All tools & tackles, machinery, loading/unloading, labour, mobilization, demobilization, transportation or any other resources shall be the firm's scope.
- 7. The firm should arrange necessary pumps for pumping the sludge from ship to the barge and from barge to the designated location inside NSRY (K) or to the vessels located in NSRY (K) berths.
- The firm should be ready to organize the work on short notice including holidays, as required by CSL officer in charge/supervisor.
- Quote should as per the rate format provided at annexure III and should include all
  operational cost, consumables cost, transportation, mobilization, demobilization, salaries etc.
   GST should be indicated separately and shall be paid extra as per govt. rules.
- 10. During the pendency of the contract CSL reserves the right to terminate the contract forthwith by issuing notice to the contractor, should be fails in his performance to adhere to the agreed terms & conditions of the contract.
- 11. CSL reserves the full right to change the work scope/amend the work scope according to the site condition.
- 12. Vendor details to be submitted along with the technical bid as per annexure II.
- 13. The firm should not subcontract the work or part of the work to any other agency if awarded the contract. An undertaking as per annexure IV to be submitted along with the technical bid.
- 14. Bid should be valid for a period of 90 days from the date of submission of tender.
- 15. The bidders may contact Shri. Rasaludeen A K, Manager (Marine) email id: rasaludeen.ak@cochinshipyard.in, mob: 7994441189 through email to seek any

सुरेष बाबु टी सी SURESH BABU T C सहायक महा प्रबन्धक Assistant General Manager कोचीन शिपयार्ड स्निम्टेड Cochin Shipyard Ltd.

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clarifications regarding scope of work with a copy of the email to <a href="mailto:sureshbabutc@cochinshipyard.in">sureshbabutc@cochinshipyard.in</a> and <a href="mailto:julianjose.pj@cochinshipyard.in">julianjose.pj@cochinshipyard.in</a>

## C. Entry and Exit of personnel

- Temporary entry/exit passes for the personnel to work inside CSL and NSRY (K) 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.

#### D. Safety rules

by the care

- 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 themself. 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.
- 3. The firms has to take necessary measures to prevent any type of spillage during the shifting of oil from INS Vikrant to the barge and during the transportation to NSRY. In case of any spillage in the land or in the sea they should have the necessary spill control measures such as chemical dispersants or spill control floating device or any other method which is deemed fit to prevent any land or sea pollution.
- The firm should have adequate firefighting equipments such as foam or chemical to prevent oil fires.
- 5. The hoses and couplings used should be static electricity proof and properly earthed during the transfer of oil.

#### E. Payments terms

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

सूरिय बाबु टी सी SURESH BABU 1 ( सहायक महा प्रबन्धक Assistant General massager कोचीन शिषियांड लिथिडेंड Cochin Shipyard Ud. कोची / Koche-82915

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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.
- 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.
- Invoices are to be submitted online through the official website of Cochin Shipyard Limited.
   Guidelines for uploading the invoice and necessary assistance shall be provided on award of work order.

### F. Deviation list

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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".

# G. Statutory conditions and labour laws

- 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 workmen without a valid ESI Identity Card for verification by the authorities will be

सुरेष बाबु टी सी SURESH BABU T C सहायक महा प्रबन्धक Assistant General Manager कोचीन शिपयार्ड लिमिटेड Çochin Shipyard Ltd.

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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 10<sup>th</sup> 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.

### H. Arbitration

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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.

## I. Indemnity clause

- 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.

#### J. General conditions

- 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 total cost on CSL.
- 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.

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SURESH BABUT C
सहामक महा प्रबन्धक
bssistant General Manager
कोचीन शिपयार्ड लिगिने Cochin Shipyard Ltd.
कोच्ची / Kochitya

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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.

- 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 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.

## K. <u>Instruction to bidder for submission of quote</u>:

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 <a href="mailto:sroffice@cochinshipyard.in">sroffice@cochinshipyard.in</a> with a copy to <a href="mailto:julianjose.pj@cochinshipyard.in">julianjose.pj@cochinshipyard.in</a> and

सुरेष बानु टी सी SURESH BABUT C सहायक महा प्रबन्धक Assistant General Manager कोचीन शिपयार्ड लिगिटेड Cochin Shipyard Ltd. <u>sureshbabutc@cochinshipyard.in</u>. Bidder should make sure that they get an acknowledgement by return mail after submission of tenders. CSL shall not be responsible for non-receipt of email sent by the firm.

- 2. Bid is to be submitted with password protection.
- The bidder is expected and deemed to have read, understood and agreed to all instructions, forms, terms and specifications etc. in the tender document while bidding.
- 4. 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.
- 5. 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.
- 6. Any ambiguity in the quote may entail rejection of the offer.
- 7. 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 and CSL has the right to reject the offer if required.

Thanking You,

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Yours Sincerely,

For Cochin Shipyard Ltd

स्रोष बाबु टी सी SURESH BABU T C

सहायका महा प्रबन्धक

कोचीन शिपयाँड लिप्पेट Cochin Shipyard Lte

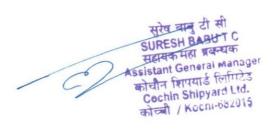
Asst. General Manager (SRP)

कोच्यी / Kochi-682015

# VENDOR DETAILS (to be submitted along with TECHNICAL BID)

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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)	
	PAN Card Number ( Self attested copy of PAN card has to be submitted)	
	GST Registration Number ( Self attested copy has to be submitted)	
7	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)	



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:



# **RATE FORMAT**

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SL. No	Description	Approximate hire duration	Rate per day (before GST)	GST%
1	Hiring services of barge having capacity of 100 to 200 ton	30 days		



# **UNDERTAKING**

I,	Shri		ir	my	capacity	as	Managing	Partner/Cha	airman &	£
Managing Director/Proprietor of M/s							e			
an undertaking that we shall not subcontract the work or part of work to any other agency if										
awarded the	contra	ict by CSL.								

Signature of firm or authorised personnel:

Name of authorised personnel

Designation:

Address:

Contact No:

सुस्य बाबु टी सी
SURESH BABUT C
सहायक्तमहा प्रवन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोच्यी / Kochi-682015