



CSL/SRP/116/2023

15th November 2023

TENDER NOTICE

Dear Sir,

Tenders by password protected email are invited for **removal of slop from the vessel Swarna Kalash** so as to reach the undersigned on or before the last date and time given below.

Enquiry no & date	CSL/SRP/116/2023
Name of work	Removal of slop from the vessel Swarna Kalash
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	27 th November 2023 before 1100 hrs
Price bid opening date & time	27 th November 2023 before 1400 hrs
Email address for submission of bids and for pre-bid queries/any other information	sureshbabute@cochinshipyard.in julianjose.pj@cochinshipyard.in sroffice@cochinshipyard.in

Thanking you

Yours faithfully,

(For Cochin Shipyard Ltd)
सुरेश बाबु टी सी
SURESH BABU T C
सहायक महा प्रबन्धक
Assistant General Manager
कोचीन शिपयार्ड लिमिटेड
Cochin Shipyard Ltd.
कोची / Kochi-682015
Asst. General Manager (SRP)



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A. Scope of work

1. Removal of approximate 400 ton slop from the vessel MT Swarna Kalash using barge and disposal of the same as per applicable rules. The vessel shall be berthed at outer anchorage.

B. Terms & conditions

1. Work should be commenced immediately after issue of LOI/work order. Tentative date of commencement of work shall be from early December 2023.
2. Suitable barge for slop removal is to be arranged by the firm.
3. The entire scope of work is to be completed within 03 days from the date of commencement of work.
4. The firm should issue certificate to the vessel as per MARPOL.
5. 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 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 with all such rules/Notification/ Guidelines pertaining to handling/sale of slop that is accumulated. Also the firm should comply with other relevant environment regulations, if any.
6. 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.
7. 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 contractor's scope.
8. The firm should deploy trained and experienced personnel for safe and efficient operation.
9. All tools & tackles, machinery, loading/unloading, labour, mobilization, demobilization, transportation or any other resources shall be the firm's scope.
10. The firm should arrange necessary pumps for pumping the slop from ship to the barge and from barge to the designated location.
11. The firm should be ready to organize the work on short notice including holidays on round the clock basis, as required by CSL officer in charge/supervisor.
12. Quote should as per the rate format provided in 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.

Note

The bidders may contact Shri. Julian Jose P J, Assistant Engineer email id: julianjose.pj@cochinshipyard.in, mob: 9995804359 through email to seek any clarifications regarding scope of work with a copy of the email to sureshbabutc@cochinshipyard.in and sroffice@cochinshipyard.in

C. Entry and Exit of personnel

1. Temporary entry/exit passes for the personnel to work inside CSL shall be arranged by the firm after completing necessary formalities of CSL at the firms cost.
2. All personnel are required to produce a valid police clearance certificate to avail gate passes.
3. The firm should coordinate with the ship staff for arranging necessary permission for entry to the vessel.

D. 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.
3. The firms has to take necessary measures to prevent any type of spillage during the shifting of slop to the barge and during transportation. In case of any spillage in land or at sea, the firm should be able to deploy 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.

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4. The firm should have adequate firefighting equipments such as foam or chemical to prevent oil fire.
5. The hoses and couplings used should be static electricity proof and properly earthed during the transfer of oil.

E. 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. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL.
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 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

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

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 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.

H. 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.

I. 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.

J. 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 ton.
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

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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 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 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. 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.

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16. 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. 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 sureshbabutc@cochinshipyard.in. 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.
3. 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,

Yours Sincerely,

For Cochin Shipyard Ltd

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Asst. General Manager (SRP)

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:

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RATE FORMAT

SL. No	Description	Rate per ton (before GST)	GST%
1	Removal of approximate 400 tons of slop		

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Cochin Shipyard Ltd,
दणेच्ची / Kochi-682010

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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