





#### CSL/CKSRU/PROJ/606/2025-26

02 Aug 2025

#### **TENDER NOTICE**

सीएसएल – कोलकाता पोत मरम्मत यूनिट (सीकेएसआरयू), कोलकाता की ओर से निम्न सूचित कार्य केलिए 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<br>Tender No. & date | सीएसएल/सीकेएसआरयू/प्रोजे/606/2025-26 दिनांक 02 Aug<br>2025<br>CSL/CKSRU/PROJ/606/2025-26 dated 02 Aug 2025   |
|--|--|
| कार्य का नाम                           | कोचीन शिपयार्ड लिमिटेड - कोलकाता शिप रिपेयर यूनिट (CKSRU) में डॉक ब्लॉक सेटिंग और संबंधित सेवाओं के लिए वार्षिक दर अनुबंध। (विस्तृत विनिर्देश अलग से संलग्न है।)               |
| Name of Work                           | Annual Rate Contract for Dock block setting and allied services at Cochin Shipyard Limited - Kolkata Ship Repair Unit (CKSRU). (Detailed specification is enclosed separately) |
| निविदा का प्रकार                       | दो बोली  |
| Type of Tender                         | Two Bid  |
| जमा करने केलिए बयाना राशि              | रु. 10,000/-   |
| Earnest Money to be deposit            | Rs. 10,000/-   |
| निविदा प्रपत्र की लागत                 | शून्य  |
| Cost of Tender Form                    | Nil  |
| निविदा प्राप्ति की अंतिम तिथि एवं समय  | दिनांक 16 Aug 2025 को 16:00 बजे तक   |
| Last date & time of receipt of tender  | 16 Aug 2025 at 16:00 hrs.  |
| निविदा खोलने की तिथि एवं समय           | दिनांक 16 Aug 2025 को 16:30 बजे तक   |
| Date & time of opening of tender       | 16 Aug 2025 at 16:30 hrs.  |

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

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









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। पासवर्ड से सुरक्षित निविदाएं निर्धारित प्रारूप में ईमेल के माध्यम से amitkumar.das@cochinshipyard.in पर नियत तारीख और समय तक भेज दी जाएंगी।

Sealed tenders addressed to The Deputy General Manager (CKSRU) shall be dropped in the "CKSRU Tender box" located at CSL-Kolkata Ship Repair Unit (CKSRU), Dry Dock Office Building, Gate No. 9, Netaji Subhas Dock, Circular Garden Reach Road, Kolkata -700024 by the due date and time. Password protected tenders shall be send via email in prescribed format to <a href="mailto:amitkumar.das@cochinshipyard.in">amitkumar.das@cochinshipyard.in</a> by the due date and time.

उपरोक्त कार्य केलिए प्रभारी अधिकारी Officer In-Charge for the above work नाम/ Name : अमित कुमार दास/Amit Kumar Das पदनाम/ Designation: सहायक प्रबंधक/Assitant Manager

संपर्क सं. (मोब.)/Contact No (M): 9832597168 ई-मेल/ E-mail: amitkumar.das@cochinshipyard.in

> कृते कोचीन शिपयार्ड लिमिटेड For Cochin Shipyard Limited

For

F. Amit humar Das.

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

उप महाप्रबंधक (सीकेएसआरयू) Deputy General Manager (CKSRU)

## **TABLE OF CONTENTS**

| SI. No. | Description                          | Annexure |
|---------|--------------------------------------|----------|
| 1       | Scope of Work & Eligibility Criteria | 1        |
| 2       | Price Bid Format                     | II       |
| 4       | Vendor Details                       | III      |
| 5       | Undertaking                          | IV       |

#### **SCOPE OF WORK & ELIGIBILITY CRITERIA**

#### A. **SCOPE OF WORK:**

#### 1. Keel Block Arrangement & Securing as per docking plan of ship including the following activities.

- a) Arrangement of keel blocks including both aft and fwd reference blocks (C.I /Steel blocks, Concrete blocks and/or combination of both) as per docking plan.
- b) Installation and securing soft wood/hardwood on top of keel block to achieve desired height as per docking plan.
- c) Final securing of keel block assembly in such a way that block assemblies should not get disturbed/ dislocate/ fall during docking and undocking operations.
- d) All consumables such as softwood of required size & shape, MS flat bar and angles (if required), wooden wedges, nylon ropes, nails locking wire and u clamps etc. shall be under contractor's scope.
- e) Contractor shall arrange all tools/ tackles/ welding equipment/ cutting tool and measuring instrument, if required.
- f) Provide additional /relocation of keel blocks (if required)
- g) Packing of keel blocks post docking (if required)
- h) Installation and securing of soft wood /hard wood on top of already placed keel block (if required)
- i) Remove and refit keel blocks during docking period (if required)
- j) Maintenance of wooden block and dock blocks as instructed by CKSRU officer in charge/designated personnel
- k) Installation and removing of plumb and float as instructed by CKSRU officer in charge/designated personnel
- I) Reference marking on Dock wall, jetties and ship (if required)

#### 2. Side Block Arrangement & Securing as per docking plan of ship including the following activities.

- a) Arrangement of side blocks (C.I /Steel blocks, Concrete blocks and/or combination of both) as per docking plan
- b) Shaping, Installation and securing of soft wood/Hardwood on top of side block to achieve desired height as per docking plan.
- c) Final securing of side block assembly in such a way that block assemblies should not get disturbed/ dislocate/ fall during docking and undocking operations
- d) All consumables like softwood of required size & shape, MS flat bar, angles (if required), and wooden wedges, nylon ropes, nails locking wire and u clamps etc. shall be under contractor's scope.
- e) Contractor shall arrange all tools/ tackles/ welding equipment/ cutting tools and measuring instrument if required.
- f) Provide additional /relocation of side blocks (if required)
- g) Packing of side blocks post docking (if required)
- h) Shaping, Installation and securing of soft wood/Hardwood on top of already placed side block (if required).
- i) Remove and refit of side blocks during docking period (if required).
- Maintenance of wooden block and dock blocks as instructed by CKSRU officer in charge/designated personnel

# 3. <u>Positioning, securing of SHORES as per docking plan of ship and removal and restoring at designated place.</u>

- a) Positioning, securing as per docking plan of ship and removal and restoring of shores at designated place.
- b) CSL shall supply the shore pipes as required
- c) Cutting, machining, and securing shore as per requirement.

- d) All consumables like MS flat bar and angles (if required), soft wood of various sizes & shape, wooden wedges, nylon ropes, nails, wedges, locking wire etc. shall be under contractor's scope.
- e) Contractor shall arrange all tools/ tackles/ welding equipment/ cutting tool and measuring instrument, if required.

#### 4. Services of unskilled manpower

Contractor shall provide service of unskilled manpower for the various activities as listed below, as per the requirement and intimation from officer in charge,

- f) Rope handling during docking and undocking
- g) Centering of the vessel with respect to dock block arrangements/setting.
- h) Dock clearing, washing & cleaning immediately after docking / undocking of the vessel to facilitate ship repair / dock block setting respectively. Fire hoses and water for dock washing shall be provided by CSL. Contractor shall carry out connection and disconnection of hoses.
- i) Mooring/Unmooring or any other associated support as instructed by officer in charge
- j) Services of unskilled labour shall be required on need basis for which the officer in charge of CSL shall provide prior intimation. Normal working hours in a day is limited to 09 hrs including 01-hour lunch break. However, for the activities such as dock cleaning, rope handling etc., the manpower should be deployed round the clock including night shifts as per the site requirement including on holidays.
- k) If the services of the personnel are availed beyond normal working hours, then fixed overtime rates will be applicable for the duration in hours. Overtime charges per hour shall be calculated as rate per head per day/8 and will be paid at actuals.

#### 5. Services of Scuba Divers

Contractor has to provide the service of Scuba Diver on as and when requirement basis, especially during the docking / undocking of the vessel.

- a) The rate of scuba divers shall be considered per visit for each docking / undocking activity.
- b) All the necessary arrangements including support staffs, tools and tackles, diving apparatus etc. are also in the contractor scope.

#### B. PREQUALIFICATION CRITERIA (Supporting documents to be submitted along with technical bid)

| SL no | Particulars                       | Eligibility Criteria  | Proof/Documents Required  |
|-------|-----------------------------------|---|---|
| 1     | Experience in relevant field      | The firm should have sufficient experience for dock block setting and allied services within a duration of last 03 years as on date of publishing this tender   | Work order issued, WCC to prove the experience.                     |
| 2     | Registered office in West Bengal. | Firm should have registered functional office in West Bengal and address proof of office should be submitted along with technical bid. If the firm does not have an office in West Bengal, they shall open a local functional office within 01 month of awarding the contract and an undertaking as per annexure IV to be submitted along with technical bid. | Address proof of the office<br>Or<br>Undertaking as per annexure IV |
| 3     | Financial capability              | The firm should have an average minimum annual turnover of Rs. 25.00 lakhs during the three financial years (FY 2022-2023, 2023-2024 & 2024-2025).  | Profit and loss account statement for the respective financial year |

#### C. SPECIAL TERMS AND CONDITIONS

- 1. **Work location:** Cochin Shipyard Limited, CSL-Kolkata Ship Repair Unit (CKSRU), Gate No.9, Netaji Subhas Dock (NSD), Circular Garden Reach Road, Kolkata 24.
- 2. Job should be done as and when required on intimation of by officer in charge. The contractor should arrange resources to undertake work round the clock as required in order to complete the work within the stipulated time.
- 3. Docking plan shall be provided by yard for preparation of dock blocks.
- 4. Final dock block shall be inspected and verified by CSL officials and any observation during inspection shall be attended immediately.
- 5. Following materials/services shall provide by the yard.
  - a) Dock blocks (C.I /Steel block, concrete block) and hardwood
  - b) Crane facility for lowering of tools and tackles
  - c) Forklift (3ton)
  - d) Electricity & general lighting
- 6. All personnel should have adequate knowledge and competency for undertaking works as detailed in the scope of work. They shall carry out work as instructed by CKSRU officer in charge/designated personnel.
- 7. All personnel should have good communication skills and ability to communicate in Bengali and Hindi. Knowledge of English language is desirable.
- 8. CSL reserves the right to reject the services of personnel provided by the firm if:
  - a) Is unable to meet the requirements of job profile mentioned or is incompetent for the job.
  - b) Misbehaves or disobeys supervisor or employee of CKSRU or any other type of misconduct.
- 9. All personnel deployed at site should be less than 58 years of age.
- 10. Any type of Intermediary/any type of agency/third party on behalf of a firm or a group of firms are not eligible to participate in tender. Firm shall directly submit bid for a contractual agreement with CSL directly.
- 11. Quote should be as per rate format at annexure III. GST should be indicated separately and shall be paid extra as per Govt. of India rules. The rate quoted should include all the expenses of salary etc. payable to employees, ESI/EPF remittance of employees, other statutory payment and any oter miscellaneous cost etc. Rate agreed upon as per quotation shall remain firm and fixed and will not be changed till conclusion of contract.
- 12. 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.
- 13. CSL reserves the right to reject any or all the offers without assigning any reason whatsoever.
- 14. CSL reserves the right to award the contract to one or more contractors/firms or may split the scope of work, depending upon the actual necessity, as deemed fit.
- 15. The firm should submit vendor details as per annexure II.
- 16. The firm should submit an undertaking that they shall not subcontract the work or part of work to any other agency if awarded the contract. An Undertaking as per annexure V to be submitted.
- 17. Bidders may contact Shri. Amit Kumar Das, Assistant Manager Email id: amitkumar.das@cochinshipyard.in , mob: 9832597168 for any clarifications regarding scope of work.
- 18. Period of Contract: The period of contract will be TWO YEARs from the date of issue of work order. Cochin Shipyard Limited reserves the right to extend the contract period for a further period of ONE YEAR on the same rates, terms and conditions, if situations so warrant on mutual agreement on completion of the contract period. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).

#### 19. **EMD**:

a) Earnest Money Deposit (EMD) of Rs. 10,000/- (Ten Thousand Only) shall be remitted in the form of Demand Draft from Scheduled Banks in favour of "Cochin Shipyard Limited" payable at Kochi. Cash, Cheque, Bank

Guarantee, Postal orders etc., are not acceptable. No interest will be payable to EMD. EMD of unsuccessful bidders will be returned only after awarding the work to the successful bidder.

Earnest Money Deposit remitted by the successful bidder shall be adjusted against the Security Deposit or refunded separately as decided by CSL.

- b) The Earnest Money Deposit (EMD) may be forfeited if:
  - i) The bidder withdraws, amends, impairs, or derogates from the tender or agreed conditions in any respect within the period of validity of their offer.
  - ii) Non-acceptance of work order.
  - iii) Bidder after accepting the work order fails to provide services.
- c) 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 Organization or the concerned Ministry or Department are exempted from submission of EMD.
- 20. Security Deposit: A recovery of 5% will be made as interest free deposit from the contractor's quarterly bill towards Security Deposit 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.

#### 21. Payment Terms:

- a) Payment shall be made after completion of individual dock block setting activities at actuals for the number of blocks positioned, repositioned, soft wood replaced/ secured, shore positioned/ removed, personnel deployed for all other job mentioned in scope of work, and preparation of dock block setting within 30 days of receipt of invoice in triplicate at CSL. The bank name, account number, IFSC code and other bank details shall be furnished by the firm in the prescribed format of CSL.
- b) Following documents are to be submitted along with certified invoice for payment.
  - i) Work completion certificate/ attendance log book for the month duly certified by the officer-in-charge.
  - ii) Documents related to remittance of ESI, EPF and payment of salary if necessary.
- c) The Invoices to be raised on Officer–in-charge, CSL-Kolkata Ship Repair Unit (CKSRU), Netaji Subhas Dock Office Building, NSD, Gate No. 9, Garden Reach, Kolkata, West Bengal 700024.
- d) Payments will be made through NEFT/ RTGS Mode only and necessary details shall be furnished to the finance department and submit bill in quadruplicate and indicating details like PAN.HSN/SAC Code, GST details etc required for processing payment
- e) 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.
- f) GST No. of CSL-Kolkata Ship Repair Unit is 19AAACC6905B1Z1.
- 22. Logbook / Register of blocks positioning/repositioning/soft wood machining and replacement and personnel engaged for the jobs duly certified by officer-in-charge of CKSRU to be maintained.
- 23. All the materials used shall be got approved by the officer-in-charge deputed for the work before being used for the timely completion of the project.
- 24. Constant attention of the experienced technicians of the contractor is to be ensured for the smooth and trouble-free operation. Contractor's workmen having required technical experience / skill shall be present during working hours of the company. An attendance register shall be kept in officer-in-charge's office and to be signed by each technician/ supervisor.
- 25. In addition to the above Technicians, at least one qualified and experienced Technical Supervisor of the Contractor shall be deployed for co-ordinating the job. In case of emergencies contractor shall attend duty as Sundays/ Company holidays/ after normal working hours without any extra cost.
- 26. The entire works should be carried out as per the direction of the officer-in-charge deputed for the work.
- 27. If the contractor fails to carry out the work as per terms and conditions, the Security Deposit will be forfeited to the company and the work will be arranged through some other agencies, as may be decided by the company at the risk and cost of the contractor. Any loss sustained to the company by any such failure on the part of the contractor shall be realized from him.

- 28. The date of commencement of work and the date of completion of work as per given schedule shall be strictly adhered to by the contractor.
- 29. Speed limit inside CKSRU premises is Max.10 Km/Hr
- 30. CSL will not take any responsibility for any liabilities caused by the firm in respect of tax, insurance, road permit, penalties by authorities etc. or will not compensate part or full whatever may be the reasons.
- 31. CSL reserves the right to short close the contract if the requirement does not exist due to any circumstances include Force Majeure events with the charges payable as per actual work done.
- 32. CSL reserves the full right to change the work scope / amend the work scope according to the site condition.
- 33. Vendor details to be submitted along with the technical bid as per annexure III.
- 34. Bid should be valid for a period of 120 days from the date of submission of tender.
- 35. The bidders may contact Shri. Amit Kumar Das, Assistant Manager (CKSRU) email id: amitkumar.das@cochinshipyard.in, mob: 9832597168 for any clarifications regarding scope of work.

#### D. GENERAL CONDITIONS

- 1. 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 by the due date and time. Password protected tenders shall be send via email in prescribed format to amitkumar.das@cochinshipyard.in by the due date and time.
- 2. In the case of tenders floated in website, all corrigenda, addenda, amendments and clarifications to tender specifications will be hosted in the website www.cochinshipyard.in and not in the newspaper. Bidder shall keep themselves updated with all such developments from CSL web site till the last date and time of submission of tender. However, it is advised to contact the officer-in-charge of the work for any clarifications before the due date of the tender.
- 3. All documents, instructions, catalogues, brochure, pamphlets, norms, reports, labels on deliveries and any other data shall be in English language.
- 4. L1 shall be arrived based on lowest quoted total amount excluding GST. Price Bids shall be evaluated based on L1 cost as per the price bid format. Normally CSL will award the contract to the Bidder who 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 to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted price.
- 5. Corrections and additions if any in the rate quoted 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.
- 6. The contract shall be on a principal-to-principal basis and it will not create any employer, employee relationship between CSL/CKSRU 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/CKSRU and the firm.
- CSL/CKSRU 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.
- 8. CSL/CKSRU reserves the right to reject any or all the offers without assigning any reason whatsoever.
- 9. 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.
- 10. CSL/CKSRU 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/CKSRU on this account.

- 11. The bidders are expected to inspect the site to know the nature of work and site condition with prior intimation to the officer in charge. Bidders can contact officer-in-charge of the work which is indicated in the tender document for any clarification before submitting the offer. If clarifications/ details are not obtained before the tender is submitted, no claim on this account will be admitted. The submission of a tender by tenderer implies that he has read this notice and General Conditions of Contract and has made himself aware of the scope and specifications and other factors bearing on the tender
- 12. The bidders are expected to familiarize himself, labour situation, wages and benefits applicable to labours, working hours, prior to quoting the rates. 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.
- 13. All taxes, duties, transportation and insurance etc applicable should be included in the rate quoted, unless specified otherwise. CSL reserves the right for the deduction of taxes and duties as applicable from the bill or invoice.
- 14. Bidders to note that no advance payment will be made by CSL against work order/ supply order issued.
- 15. Tender documents issued are not transferable. Tender documents issued/ downloaded shall be submitted wholly without altering any part.
- 16. The bidder shall not have been debarred/ black listed by CSL or by any of the Public Sector Undertaking or Government department etc.
- 17. Bidders are to carefully go through the tender documents and shall agree to CSL terms and conditions, specifications, scope of work etc and quote their offer accordingly. All the pages of tender documents shall be signed and duly sealed by the bidder as a token of the acceptance of conditions stated therein.
- 18. No interest shall be paid for Security Deposit or Performance guarantee.
- 19. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall Any attempt on the part of the bidders or their agents to influence the officers, supervisors, employees of CSL in their favour by means of canvassing or any other means will entail disgualification/ rejection of the bidder & bid.
- 20. Acceptance of a bid will rest with the competent authority, who does not bound himself to accept the lowest tender and reserves the right to reject any or all of the tenders received, without assigning any reason for the same
- 21. Bringing in new conditions after the tender opening will not be allowed. Under no circumstances, will an enhancement of quoted rate be allowed, once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply/execution within the stipulated delivery/completion period will entail cancellation of the order and forfeiture of EMD/Security Deposit, if any/ and or risk purchase.
- 22. Cochin Shipyard Ltd. shall without prejudice to any right or remedy is at full liberty to blacklist the bidder or the bidder will be suspended till the time specified in the tender if the bidder withdraws his tender before the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to CSL. After the issue of work order by CSL, failing /refusing to execute the agreement/ start the work, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to and be construed as the contractors calculated and the wilful breach of the contract, CSL shall have full right to take suitable action against the firm.
- 23. Unless and until formal agreement is prepared and executed, this tender together with your written acceptance there of shall constitute a binding contract between the bidder and CSL.
- 24. Security deposit will be released one month after completing the contract period satisfactorily.
- 25. The contractor is expected to acquaint himself with the site conditions, labour situation, wage and benefits applicable to labourers, working hours, out turn of work by labour and the fluctuations which are likely to happen till the work is completed on all the above aspects prior to quoting the rates.
- 26. The work shall be inspected by the Officer -in-charge, his authorised representative or any other third party deputed by the Officer-in-charge. Officer-in-charge will have full liberty to impose penalties for the violation of any of the agreement clauses.
- 27. Cochin Shipyard Limited reserves the right to make minor alterations, additions or substitutions to the existing specifications/ scope of work, if found necessary during the progress of work and the contractor is bound to carry out the work without any additional cost, as per such altered specifications.

28. Force Majeure Condition: Should failure in performance of the contract or part there of arise from war insurrection, restrain imposed by Government, Act of Legislature of other statutory Authority or illegal strike (event like local strike/ harthal etc in the yard, state or national), riot legal lock out, flood, fire, explosion, Act of God of any inevitable or unforeseen beyond human capacity which may be constructed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed. to be jusified 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 or cessation.

#### 29. Tax Elements:

- a) The tax rate of the goods and services would be as per the Govt of India published GST rate schedule for goods & services. The rates have been mapped with HSN & SAC in the rate notification issued by the government. The rate schedule should be referred to identify the applicable rate.
- b) Permanent Account Number (PAN) obtained from Income Tax Department should be mentioned in the invoice for inclusion of PAN in the TDS returns filed by CSL.
- c) GST ld should be mentioned.
- d) The invoices should be as per the provisions of GST law. The invoices should mandatorily contain the HSN code/SAC and GSTIN number along with other particulars. The GST charged (CGST & SGST or IGST) should be separately indicated in the invoice.
- e) Tax inclusive invoices will not be accepted.
- f) All correction/rectification in the invoices should be done through Debit note/ Credit note only.
- 30. Any disputes or differences arising under, out of, or in connection with the contract shall be subject to the exclusive jurisdiction of courts at Ernakulum, Kerala, India.

#### 31. Entry and Exit of Personnel:

- a) Entry/exit passes for the personnel to visit CKSRU, if required, shall be arranged by the agency after completing necessary formalities without any additional cost.
- b) Vendor representatives are required to produce a valid police clearance certificate to avail gate passes for entering CKSRU premises, if required.

#### 32. Safety Rules:

- a) The firm shall ensure that the personnel employed by them are working in complete compliance with CKSRU HSE rules. All personnel deployed at site shall wear PPE at all times when working within the factory premises of CKSRU. PPE is to be provided by the contractor/firm including, coverall, 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.
- b) 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/CKSRU 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/CKSRU against any claim made by his workmen/other personnel.
- c) Additional safety provision: For the work carried out within dock area the contractor shall abide by all provisions of the dock workers (Safety, Health and Welfare) Regulation 1990 without causing any damage / accident in the work premises which will be ultimately causing loss to CKSRU either directly or indirectly. The Contractor has to take all the necessary safety measures to prevent any damage/ accident at site during the execution of work.

#### 33. Statutory Conditions and Labour Laws:

- a) 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.
- b) 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, 195 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.

- c) 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 CKSRU. 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.
- d) 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/CKSRU shall not be liable for any payments, dues, wages and salaries of the personnel employed by the firm.
- 34. **Arbitration:** 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 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.
- 35. **Indemnity Clause:** The firm shall indemnify CSL/CKSRU 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/CKSRU directly or indirectly by reason of:
  - a) Any wrongful, incorrect, dishonest, criminal, fraudulent or negligent work, misfeasance, disregard of duties by personnel of the firm; and/or
  - b) Any theft, robbery, fraud or wrongful act or omission by personnel of the firm.

#### 36. Instruction to Bidder for Submission of Quote:

- a) Tenders are to be submitted in password protected email and should reach CSL on or before the last date for and time for submission of tender. Email address submission of tender is amitkumar.das@cochinshipyard.in with harikrishnan.n@cochinshipyard.in copy to and sreejith.s@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.
- b) Bid is to be submitted with password protection in the rate format provided at annexure III.
- c) Details of services offered shall be provided along with the bid.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

#### 37. Special Instructions for Two Bid Systems:

#### a) 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.

#### b) Techno-commercial part should contain following details-

- i) Details as per the minimum eligibility criteria.
- ii) EMD as per the tender document
- iii) Other conditions, if any
- iv) Deviation list, if any
- v) 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.)
- vi) Complete set of tender documents duly signed and sealed on all pages as a token of acceptance of tender terms and conditions.

#### c) Price part should contain following details-

- i) Duly filled price bid with signature and stamp as per the tender document.
- ii) 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.
- iii) 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. Tenerers shall not be allowed to attend the Techno-commercial bid opening.
- iv) After submission of quotation / price opening, no unsolicited correspondence will be entertained.
- v) 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.
- vi) 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 anv corrections/ multiplication or calculation error / ambiguity in the price bid, unit rate quoted will be considered as base and calculation will be done accordingly.
- vii) Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected. In case if there is any ambiguity, unit rate will be taken as base and calculation will be done accordingly.

#### **ANNEXURE-II**

#### **RATE FORMAT**

| SI.<br>No | Description of service   | Estimated quantity (A) | Unit | Unit Rate (Rs)<br>(excl. GST) (B) | Total cost (Rs)<br>(excl. GST) (A X B) | GST<br>% |
|-----------|--|------------------------|------|-----------------------------------|--|----------|
| 1         | Positioning & securing of keel block as per docking plan of ship (as per scope of work at A - 1) - Upto 2m height                            | 350                    | Nos  |                                   |  |          |
| 2         | Positioning & securing of keel block as per docking plan of ship (as per scope of work at A - 1) - Above 2m height                           | 50                     | Nos  |                                   |  |          |
| 3         | Remove and refit of keel blocks during docking period (as per scope of work at $A-1$ ) - Upto 2m height                                      | 25                     | Nos  |                                   |  |          |
| 4         | Positioning & securing of side block as per docking plan of ship (as per scope of work at A - 2) - Upto 2m height                            | 250                    | Nos  |                                   |  |          |
| 5         | Positioning & securing of side block as per docking plan of ship (as per scope of work at A - 2) - Above 2m height                           | 40                     | Nos  |                                   |  |          |
| 6         | Remove and refit of side blocks during docking period (as per scope of work at A - 2) - Upto 2m height                                       | 25                     | Nos  |                                   |  |          |
| 7         | Positioning and securing of shores as per docking plan of ship and removal and restoring at designated place (as per scope of work at A - 3) | 30                     | Nos  |                                   |  |          |
| 8         | Services of unskilled labour (SL No. B of scope of work)   | 500                    | Nos  |                                   |  |          |
| 9         | Services of Divers (Scuba) for Ship setting  | 20                     | Nos  |                                   |  |          |
| Total     | cost excl. GST (Rs.) (Item no 01+02 +03 +04 +05+0  | 6+07+08+09)            |      |                                   |  |          |

#### Note:

- a) L1 bidder shall be arrived based on the total cost for all line items excl. GST.
- b) The quantity mentioned for items above is indicative and is only for estimation purpose. Actual quantity may vary depending upon site requirements.
- c) Quoting for all line items as per the price bid is mandatory. Partially quoting for few line items shall result in rejection of the bid.
- d) Though the L1 bidder will be decided based on the overall L1 cost, CSL has the rights to negotiate with L1 bidder on individual item basis. Also, CSL has the rights to split the scope as suitable after negotiation among multiple vendors.

Signature of authorized personnel:

Name of firm or authorised signatory:

Designation:

Address:

Contact:

## **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)<br>(ii)<br>(iii)   |
| 7 | Type of Entity – Proprietorship / Partnership firm / Company / NSIC / MSME Category etc. (Please attach registration certificate of Firm / Partnership agreement / proprietorship documents)   |  |
|   | PAN Card Number  |  |
| - | GST Registration Number (GST certificate to submitted along with the technical bid)  |  |
| 8 | 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<br>(please tick as applicable)<br>If yes, please furnish details on a separate<br>sheet |

Sign & seal of contractor:

## **ANNEXURE-IV**

### **UNDERTAKING**

| I, Shri/Smt   | in my     | capacity    | as    | Managing    | Partner/Ch  | nairman &  | Managing    |
|---|-----------|-------------|-------|-------------|-------------|------------|-------------|
| Director/Proprietor of M/s                            |           |             |       | do her      | eby give a  | n undertak | ing that we |
| shall not subcontract the work or part of work to any | other a   | gency if a  | ward  | ed the cont | ract by CSI | _/CKSRU.   |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
|   |           |             |       |             |             |            |             |
| Sig   | ınature d | of authoris | ed p  | ersonnel:   |             |            |             |
| Na  | me of fir | m or auth   | orise | d signatory | :           |            |             |
| De  | signatio  | n:          |       |             |             |            |             |
| Ad  | dress:    |             |       |             |             |            |             |
| Co  | ntact No  | ١.          |       |             |             |            |             |