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COCHIN SHIPYARD LIMITED

(A Government of India Enterprise)
P.O. BAG NO.1653 COCHIN-682 015 INDIA

No. CIV/125/2011/AGM(CE)

18.01.2012

TENDER NOTICE

Sealed competitive tenders in the prescribed forms are invited on behalf of Cochin Shipyard Limited from experienced contractors for the under mentioned work so as to reach the undersigned on or before the date and time mentioned below:

- Name of work : Collecting, taking away and disposal of discarded mixed waste dumped at Quay-I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge for the year 2011 to 2012.
- Earnest Money to be deposited : Rs.50,000/-
- Cost of tender form : Rs.200/- + KGST (4%)
(Those who download the tender form from website also will be required to remit the cost along with tender)
- Last date and time of issue of tender forms : 06.02.2012 upto 15.00 Hrs
- Last date and time of receipt of tender : 07.02.2012 upto 14.00 Hrs
- Date and time of opening of tender box : 07.02.2012 at 14.30 Hrs
(Price bid of those tenderers who have submitted EMD and certificate signed by the contractor will be opened on a later date)
- Time of completion of work : One year
- Short description of work : Collecting, loading, taking away and disposal of all discarded industrial waste mixed with soil, garbage waste, scrap wood, plastic waste, garden waste, swept waste, dismantled rubble, concrete and masonry waste, slushy material collected from RD & BD pump pits and dock floors in dried form etc. dumped at the north east corner of quay - I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge including cost of all labour, cost of fuel & hire charges of tools & tackles, loading equipments, JCB, trucks, lorries & other sundries etc. complete. (The amount quoted is to be remitted to CSL by the tenderer)

Tenderers have to submit proof of remittance of EMD in a separate sealed cover, which has to be kept outside the cover containing the tender. The tenders of only those contractors who have submitted proof of remittance of EMD as above will be opened. Adjustment of EMD amount against any amount payable to contractor by CSL will be accepted only on prior written approval of Asst. General Manager (Civil Engineering).

All the tender documents (NIT, General Conditions of Contract, Special Conditions & Tender Schedule) are available on Cochin Shipyard's website www.cochinshipyard.com. and also Govt. Website <http://tenders.gov.in/departments.asp> .Tenderers can download the forms and use the same for submission of the tenders.

Sd/-
Asst. General Manager (Civil)

COCHIN SHIPYARD LIMITED
KOCHI - 15
CIVIL ENGINEERING DEPARTMENT

No.CIV/125/2011/AGM(CE)

Name of work: Collecting, taking away and disposal of discarded mixed waste dumped at Quay-I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge for the year 2011 to 2012

TENDER SCHEDULE

(In both figures and words)

Sl.No.	Description of items	Quantity	Unit	Rate per m ³	Total Amount for work
1	Collecting, loading, taking away and disposal of all discarded industrial waste mixed with soil, garbage waste, scrap wood, plastic waste, garden waste, swept waste, dismantled rubble, concrete and masonry waste, slushy material collected from RD & BD pump pits and dock floors in dried form etc. dumped at the north east corner of quay-I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge including cost of all labour, cost of fuel & hire charges of tools & tackles, loading equipments, trucks, lorries & other sundries etc. complete. The work is to be carried out and completed as per the direction of Engineer-in-charge.(The amount quoted along with ST has to be remitted to CSL by the tenderer)	20,000.00	m ³		

Sd/-
Assistant General Manager (CE)

Signature, Name and Address of Contractor

Date:

CIVIL ENGINEERING DEPARTMENT

No.CIV/125/2011/AGM (CE)

Name of work: Collecting, taking away and disposal of discarded mixed waste dumped at Quay-I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge for the year 2011 to 2012

SPECIAL CONDITIONS

1. The conditions enumerated below are in addition to the General conditions of contract given in “Conditions of contract and instructions to Tenderers of CSL” and will have precedence over them.
2. “General Conditions of Contract (GCC) and Instructions to Tenderers ” is available in the CSL website. The tenderer shall submit his tender document including GCC. Although, it is permissible to submit the tender without the copy of GCC, while entering into agreement by the successful tenderer, the GCC shall be duly signed by both the parties and form part of the agreement. As such, it is deemed that the tenderer has made reference to the GCC in the website or otherwise, and has full knowledge of its contents, although it is not signed and attached with the tender.
3. In the General Conditions of Contract DGM (Civil) should be read as AGM (Civil) who will be the Engineer- in- charge.
4. All corrigenda, addenda, amendments and clarifications to Tender Specifications will be hosted in the website www.cochinshipyard.com and not in the newspaper. Bidders shall keep themselves updated with all such developments till the last date and time of submission of tender.
5. The tender for the work will be based on Single Bid system. The tender has to be submitted in two covers.

5.1 Cover A:

Cover A shall contain the following Certificates signed by the contractor (Annexure-I).

1. **“ I / WE COMPLY WITH ALL CONDITIONS OF TENDER BY CSL AND CONFIRM THAT RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES AND DUTIES INCLUDING SERVICE TAX IF APPLICABLE. I / WE ALSO CONFIRM THAT COVER B (PRICE BID) DO NOT CONTAIN ANY CONDITIONS ”**
2. **“ I / WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS**

AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.”

Cover B:

Financial /price bid - shall contain the rates and amount for each item of work. There shall not be any clause, added by the tenderers in the price bid.

- 5.2 The cover A & cover B shall then put together in another cover marked Cover C, which shall be sealed and superscribed with name of work, the address & Contact number of contractor.
 - 5.3 Cover C shall be opened at 14:30 hrs on 07-02-2012 at the office of AGM (Civil). At first cover A containing EMD and certificates from the contractor shall be opened.
 - 5.4 Price bid (cover B) of those tenders who have submitted EMD and undertaking that Cover B do not contain any conditions shall only be opened on a later date after giving notice either by post / email/ telephonic information to the tenders.
6. Late tenders and tenders with conditions will be summarily rejected.
 7. The acceptance of a tender will rest with AGM (Civil) who does not bind himself to accept the lowest tender and reserves to himself the authority to reject any or all of the tenders received without assigning any reason. CSL has the liberty to cancel the work without assigning any reason.
 8. The tenderer should keep open the validity of the tender normally for 60 days from the date fixed for its opening. However, it is also obligatory for the tenderer to keep the validity open for another 30 days for which request in writing / telegram by the AGM (civil), before the expiry of the original validity, would be intimated. The receipt of the intimation of the AGM(civil) should be acknowledged.
 9. **Rates shall be quoted both in figures and words.** Rates quoted should be inclusive of all taxes and duties, including service tax if any, in accordance with the tender schedule.
 10. The rate shall be inclusive of labour required for collecting, taking away and disposing of discarded mixed industrial waste dumped at north east corner of Quay-I waste dumping yard at any lead, loading, cost and hire charges of tools, tackles, lifting equipments and devices like JCB's, transportation trucks/ lorries and other vehicles, cost of fuels, other sundries etc.
 11. **The tenderes are expected to inspect the site conditions and understand the nature of work before quoting for the work.**

12. An Earnest Money Deposit (EMD) of Rs.50,000/- should be furnished in the form of Demand Draft from a scheduled Bank drawn in favour of Cochin Shipyard Ltd. and should be submitted in a separate sealed cover . The tenders of only those tenderers who have submitted proof of remittance of EMD & certificates at Annexure-I as above will be opened.
13. EMD of the successful tenderer will be converted as security deposit after issue of work order, and the same will be retained until completion of the contract. After successful completion of the contract the SD will be released to the contractor. In case the contractor fails to take the scheduled quantity SD of the tenderer will be forfeited.
14. CSL is having liberty to award the work to more than one contractors at a time at the accepted rates of highest tenderer (H1). For awarding the work preference will be given to the tenderers in the order of H2, H3, H4 etc. In this connection the tenderers other than the highest tenderer (H1) have freedom to retain the EMD up to the contract period. Those tenderers who have withdrawn the EMD will not be given preference for the award of work.
15. The tenderer should read the conditions thoroughly and understand the work in all respects. Clarification if any may be obtained from the Assistant General Manager (CE) before the tender is submitted. No claim on any account will be admitted.
16. The contractor has to follow safety, security and labour rules and regulations (in force during the period of contract) of CSL. Any violation of the same will attract penal action.
17. **The volume of waste collected will be ascertained by measuring the volume of loading compartment of the Lorry/ Truck.**
18. Sales tax at 4.04% (it may vary as per prevailing rates) will be applicable for the purchase in addition to the quoted rate.
19. 50% of the quoted amount +4.04% tax has to be remitted within 10 days of acceptance of sale order and after 180 days of start of work, the quantum of waste removed will be assessed and the amount in credit will be worked out. Before starting the work for the next 180 days the required amount has to be remitted to CSL to make the total amount in the credit equal to 50% of the contract amount.
20. The period of contract is one year from the date of issue of sale order or handing over the site.
21. The quantity given in the tender schedule is approximate and it may vary based on actual requirement at site.

22. Incentive in the form mentioned below will be given to the vendors

Average Quantity of waste taken out for the period of three months.	Rate applicable
(a) Upto 1200m ³ per month	Quoted rate (agreed rate) is applicable
(b) Above 1200 upto 1800m ³ per month	80% of agreed rate for the entire quantity taken for the period of three months.
(c) Above 1800 upto 2400m ³ per month	60% of agreed rate for the entire quantity taken for the period of three months.
(d) Above 2400 upto 3000m ³ per month	40% of agreed rate for the entire quantity taken for the period of three months
(e) Above 3000 to 3600m ³ per month	20% of agreed rate for the entire quantity taken for the period of three months
(f) Above 3600 upto 4000m ³ per month	10% of agreed rate for the entire quantity taken for the period of three months

23. Occupational Health, Safety & Environmental requirements

- a) The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational health, safety and environmental policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.
- b) The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to occupational health, safety and environment effective in the state of Kerala.
- c) It is the sole responsibility of the contractor to assure that any sub-contractor/s who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the health/safety/environmental Rules effective in the state.
- d) The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract, in their activities/at their

work sites, which shall be required according to the IMS of the company or that required by the health/safety/environmental Rules established and effective in the state, at their own cost.

- e) If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
 - f) Upon completion of the work, contractor shall clear the area and shall not leave any Occupational health/safety/environmental liabilities to the company, from their activities at the worksites.
24. The contractor should arrange sufficient number of trucks, lorry, JCB's, labours, tools tackles, lifting equipments etc. for collecting and taking away Industrial waste as per CSL requirement.
25. **The waste shall be collected from the designated areas assigned by the engineer-in-charge.** The road leading to the collecting spot should be kept free from any blockage due to wastes. Contractor is not allowed to dump or unload the waste anywhere in CSL premises.
26. Contractor has to provide plastic / tarpaulin sheet covering over the lorry compartment while transporting the waste so as to avoid slippage of waste. In case if waste from lorry is spread on CSL roads, the contractor has to clean the roads to the satisfaction of engineer-in-charge.
27. **Loading of waste shall be made only in presence of civil engineering department representative, and CISF personnel.** Certification of the above persons with date and time shall be obtained for each lorry/ truck trip.
28. **It is the primary duty of the contractor to ensure that the waste collected or taken away shall not contain any value items, steel scraps. If any such items are found in collected/ taken away waste, contractor alone will be responsible.**
29. It is the responsibility of the contractor to dispose off all collected waste safely without causing any infringement to public health and satisfying all rules and norms of Government, Pollution Control Board, local authorities, and all statutory regulatory bodies etc. If any lapse happen from the part of the contractor CSL will not be responsible.

30. All labour, skilled or unskilled shall be provided by the contractor. Settling any dispute with the labour/ subcontractor will be contractor's responsibility.
31. CSL shall not be liable for, or in respect of, any damages or compensation payable as per law in respect or in consequence of any accident or injury to any workmen or other person in the employment of the contractor or any sub-contractor. The contractor shall indemnify and keep CSL indemnified against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
32. The contractor shall insure against such liability and shall continue such insurance during the whole of the time that any persons are employed by him on the works. Provided that, in respect of any persons employed by any sub-contractor, the contractor's obligations to insure as aforesaid under this sub-clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that CSL is indemnified under the policy, but the contractor shall require such sub-contractor to produce before CSL, such policy of insurance and the receipt for the payment of current premium.
33. The contractor shall report to the Engineer-in-Charge details of any accidents as soon as possible after its occurrence. In the case of any fatal or serious accident, the contractor shall in addition, notify the local police authorities immediately by available means.
34. **The tenderers shall have to sign in each page of the tender documents as a token of his acceptance of the conditions stated therein.**
35. Tenders duly filled shall be deposited in the Tender Box kept in the office of the AGM (Civil), Cochin Shipyard Ltd. before the date and time as specified in the Tender Notice.

Sd/-
Assistant General Manager (CE)

Signature,
Name and address of the Tenderer

Date:

CERTIFICATE

Name of the work: Collecting, taking away and disposal of discarded mixed waste dumped at Quay-I waste dumping yard or any other locations within the yard as instructed by the engineer-in-charge for the year 2011 to 2012.

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2. “ I / WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID.”

Signature,

Name &Address of contractor:

Phone/Mobile number:

Date: