

TENDER ENQUIRY**APPOINTMENT OF AIR CONSOLIDATION AGENTS FOR AIR FREIGHTING
CONSIGNMENTS FROM VARIOUS COUNTRIES TO COCHIN
INTERNATIONAL AIRPORT (NEDUMBASSERY)**

Dear Sirs,

Sealed Tenders super scribing the Enquiry No. and last date of receipt of offers on the Envelope, are invited in three separate covers as **“PART-I: TECHNO COMMERCIAL”** and **“PART II -Price”** for appointment of Air consolidation Agents for the work, as captioned above for a period of TWO YEARS. Tenders should be addressed to General Manager (Materials), Cochin Shipyard Limited, Cochin – 682015. Tenders will be considered subject to the terms and conditions attached herewith.

CSL Tender Enquiry No:	CNS/ARC04/AIR FREIGHT/23	DATE	02.03.2023
Description of Work	AIR FREIGHT OF CONSIGNMENTS FROM VARIOUS COUNTRIES TO COCHIN INTERNATIONAL AIRPORT ON CONSOLIDATION BASIS		
Contract Period	2 Years		
Bid Security(EMD)	Rs.10,000/- through NEFT		
No. of Covers/ Type of Bid	2 Covers/2 Bid		
Department	Materials		
Tender Publishing date	02.03.2023		
Technical Bid Opening	23.03.2023		

Details of contracts are given in the bidding documents. Bid documents can be downloaded from the CSL website and CPP portal.

Enclosure:

1. Tender Document
2. Price Bid

For Clarification:

Kiran V R – Senior Project Officer (Materials)
email: kiran.vr@cochinshipyard.in, Phone: 7994446192

For COCHIN SHIPYARD LTD

GENERAL TERMS AND CONDITIONS	
SL NO.	DESCRIPTION
1	<p>Scope of work: The scope of work is to arrange airfreight of materials from the countries listed at Annex.I to Cochin International Airport on consolidation basis. The Freight forwarder/contractor should collect the item from the shipper on FOB Basis (Loading Airport) of each destination indicated at Annex.I and arrange the Air-freight upto Cochin International Airport and hand over the consignment to CSL's authorized Customs House Agent (CHA) with all relevant documentation as required.</p>
2	CSL Vendor Code (If available)
3	<p>Submission of Tender: The tenderers may submit the offer duly typed in their letterhead and signed and sealed in each page by a competent authority in three separate covers as 'Part I - Techno-Commercial' and 'Part II- Price' part so as to reach the below address on or before the last date and time shown. Tenders should be addressed to</p> <p>The Cheif General Manager (Materials), Attn: Mini kk (S M) /KIRAN V R, (S P O) Materials Department P.B. No. 1653, Cochin Shipyard Ltd., Cochin-682 015, Kerala, India.</p>
4	<p>Consignment consolidation from 44 locations : Out of the 44 locations, the tenderers must quote for minimum of 35 locations The unpriced bid should clearly mention quoted locations. If not quoted it must be indicated in the unpriced bid. The offer without fulfilling the above conditions will not be considered.</p>
5	<p>Period of Contract: The contract will be for a period of two years . CSL reserves the right without prejudice, to extend the period of contract for a further period of One year if necessary, on mutually agreeable basis.</p>
6	<p>Validity of Offer: Rates quoted should be valid for acceptance for a period of 4 months (120 days) from the date of opening of technical bid</p>
7	<p>The purchase orders for supply of materials/equipments are normally placed by CSL on FOB terms. The tenderers are expected to quote the air freight forwarding rates from airports of each country (e.g. For Japan-Tokyo, Osaka) to Cochin International Airport. In the event of ex-works delivery, tenderers may quote additional charges till completion of FOB formalities</p>
8	<p>The Freight forwarder/contractor shall solely be responsible for the following</p> <p>a. Arrangements for airfreight at the loading airport within 5 days from the date of intimation of readiness of the item from CSL</p> <p>b. Follow-up at the transshipment points.</p> <p>c. Presentation of Cargo Arrival Notice on the same day of arrival of consignment at Cochin Airport. One copy of the CAN shall be faxed/emailed immediately on arrival of the consignment.</p> <p>d. Handing over of delivery challan and all relevant documents for its clearance from the customs, on the same day of arrival of the consignment at Cochin Airport to enable CSL to clear the consignment.</p>
9	<p>Consolidation Agents who commit delays in submission of Cargo Arrival Notice and delivery challan will be responsible for the payment of the demurrage/detention charges as applicable at CIAL. The demurrage/detention charges will be deducted from the consolidation agent's payment which is due, if the delay has occurred from their end. This shall be applicable for penalty charges on account of late filing of Bill of Entry due to the above issue.</p>
10	<p>No enhancement of rates for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal from the contract after it is accepted or failure to carry out the work will entail cancellation of the order. Such firms will not be considered for execution of any future jobs for Cochin Shipyard Ltd, and will be blacklisted as per CSL procedures.</p>

11	The tenderers shall indicate the facilities available with them, to arrange airfreight from various countries. They may also mention about similar jobs undertaken by them for any Government or Public Sector Enterprises.
12	Payment Term: CSL Payment term is “payment within 30 days after receipt of the item at CSL Store” against Original invoice and all supporting documents from Freight forwarder/contractor. All payment against this invoice shall be made in Indian Rupees based on quoted foreign Currency at the exchange rates prevailing on the date of arrival of the air consignment at CIAL.
13	Earnest Money Deposit(EMD) of Rs 10,000/- should be furnished either in the form of a demand Draft drawn in favor of Cochin Shipyard Limited, Kochi-15 or in the form of a Bank Guarantee from a nationalized Indian Bank which is to be valid for a minimum period of four months from the date of opening of the tender. The offer without EMD would be considered as unresponsive and rejected. EMD remitted directly in CSL Current account and Receipt/ UTR No to be submitted along with Technical Bid. Beneficiaries Name: Cochin shipyard Ltd CSL Current account no: 10319928321 Bank: State Bank of India IFSC Code: SBIN0003229
14	Security Deposit: The Successful Tenderer must remit a security deposit of Rs. 4 Lakhs by way of Bank Guarantee as per CSL Format from a Nationalized or Scheduled Indian Bank if an order is placed on him towards satisfactory performance of the contract and for enforcement of agreed performance guarantee. The Bank Guarantee should be valid till end of the contract i.e. two years from the date of contract plus a grace period of 28 days. In case the order is extended for further period, the BG should be extended suitably.
15	Risk Purchase Clause: If the Freight forwarder/contractor fails to execute the freight forwarding as per the terms of Work Order or violate any of the terms and conditions of the Work Order, CSL have the following rights. a) To terminate the contract with 15 days notice forfeiting the Security Deposit/EMD. b) To initiate alternative arrangements at the risk and cost of the Freight forwarder/contractor.
16	The order will normally be based on the lowest rate against each airport loading. However, Cochin shipyard Ltd., does not bind itself to accept the lowest or any other tender but reserves to itself the right to reject any or all or part of any tender at its discretion.
17	Tenderers shall be intimated regarding Tender opening
18	CSL Reserves the right to place order in parallel on more than one firm based on their lowest rate for each location.
19	Pre Contract Integrity Pact: All the bidders are requested to sign the Integrity Pact as per the attached format. Integrity Pact duly signed in plain paper to be submitted along with the offer. On receipt of Order the firm has to submit the integrity pact in Rs. 100/- Non Judicial Stamp Paper duly signed and stamped.
20	Jurisdiction: All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the courts at Ernakulam, Kerala, India.
21	The Work Order placed on Freight forwarder/contractor will be binding to the Indian Contract Act.
22	HSN code and GST details should be furnished.
23	Grievance Redressal Committee: As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts. a) Smt. Anjana K. R., GM (Design) b) Shri. Shibu John, General Manager (Finance) c) Smt. Bindu Krishna, AGM (Legal)
24	The bidder shall be operating at Cochin area for a period of minimum 3 years.
25	The bidders should have full-fledged office with adequate operating staff, at Cochin office, Proof to be submitted along with technical bid.

26	Bidders turn over shall be minimum of Rs.25lakhs in each year for the last 3 years. Statement of IT return for the last 3 years to be submitted along with Technical Bid
27	Details of Work Orders, preferably annual contracts, issued by Government firms/PSU or any other reputed firms that you have handled for the last 2 years
28	Are you an ISO certified company.
29	Have you operated Airfreight contract for any FMCG companies
30	MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.com) under the Tenders tab for further reference. Valid Udyam Aadhar Certificate to be submitted if available
31	SPECIAL PRIVILEGES FOR MICRO & SMALL ENTERPRISES (MSEs) as per Public procurement Policy for MSEs order 2012 A. The following benefits are extended for all Micro and Small Enterprises (MSEs) holding a valid Entrepreneurs Memorandum (EM) Part II certificate or Udyog Aadhar certificate and who have declared their Udyog Aadhar Memorandum (UAM) number in Central Public Procurement Portal (CPPP). i) Tender forms shall be issued free of cost. ii) Payment of Earnest money Deposit (EMD) is exempted.

SPECIFIC TERMS & CONDITIONS (Confirmed STC to be submitted along with technical bid)		
SI No	DESCRIPTION	YES/NO
1	CSL Vendor Code (If available)	
2	Do you have full-fledged office (Required Clerical staff , Supervisors/ Managers) at Cochin	
3	Have you been operating at Cochin area for a period of minimum 3 years.	
4	Statement of IT return for the last 3 years	
5	Your turn over shall be minimum of Rs.25lakhs in each year for the last 3 years.	
6	Details of Work Orders, preferably annual contracts, issued by Government firms/PSU or any other reputed firms that you have handled for the last 2 years	
7	Are you an ISO certified company.	
8	Have you operated Airfreight contract for any FMCG companies	
9	Consignment Consolidation from 44 countries : Out of the 44 locations, the tenderers must quote for minimum of 35 locations. The unpriced bid should clearly mention quoted locations. If not quoted it must be indicated in the unpriced bid. The offer without fulfilling the above conditions will not be considered.	
10	Period of Contract: The contract will be for a period of two years . CSL reserves the right without prejudice, to extend the period of contract for a further period of One year if necessary, on mutually agreeable basis.	
11	Validity of Offer: Rates quoted should be valid for acceptance for a period of 4 months (120 days) from the date of opening of technical bid	
12	Bidder shall make Arrangements for airfreight at the loading airport within 5 days from the date of intimation of readiness of the item from CSL	
13	Consolidation Agents who commit delays in submission of Cargo Arrival Notice and delivery challan will be responsible for the payment of the demurrage/detention charges as applicable at CIAL. The demurrage/detention charges will be deducted from the consolidation agent's payment which is due, if the delay has occurred from their end. This shall be applicable for penalty charges on account of late filing of Bill of Entry due to the above issue.	
14	No enhancement of rates for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal from the contract after it is accepted or failure to carry out the work will entail cancellation of the order. Such firms will not be considered for execution of any future jobs for Cochin Shipyard Ltd, and will be blacklisted as per CSL procedures.	
15	Payment Term: CSL Payment term is "payment within 30 days after receipt of the item at CSL Store" against Original invoice and all supporting documents from Freight forwarder/contractor. All payment against this invoice shall be made in Indian Rupees based on quoted foreign Currency at the exchange rates prevailing on the date of arrival of the air consignment at CIAL	

Sl No	DESCRIPTION	YES/NO
16	<p>Earnest Money Deposit(EMD) of Rs 10,000/- should be furnished either in the form of a demand Draft drawn in favor of Cochin Shipyards Limited, Kochi-15 or in the form of a Bank Guarantee from a nationalized Indian Bank which is to be valid for a minimum period of four months from the date of opening of the tender. The offer without EMD would be considered as unresponsive and rejected.</p> <p>EMD remitted directly in CSL Current account and Receipt/ UTR No to be submitted along with Technical Bid.</p> <p>Beneficiaries Name: Cochin shipyard Ltd CSL Current account no: 10319928321 Bank: State Bank of India IFSC Code: SBIN0003229</p>	
17	Rent agreement deed/ copy of building tax receipt	
18	Local Office Address :	
19	<p>NAME AND ADDRESS OF THE SUPPLIER:</p> <p>PHONE NUMBER: MOBILE NUMBER: E-MAIL ID:</p>	

UN PRICED BID

APPOINTMENT OF AIR CONSOLIDATION AGENTS FOR AIR FREIGHTING CONSIGNMENTS FROM VARIOUS COUNTRIES TO COCHIN INTERNATIONAL AIRPORT (NEDUMBASSERY)												
Sl No	Name of Country	AIR PORT		Currency	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
		From	To		Minimum upto 25kg	Above 25 to 50kg	Above 50 to 100 kg	Above100 to 200kg	Above 200 to 300 kg	Above 300 to 500 kg	Above 500 to 1000 kg	Above 1000kg
					QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED	QUOTED/ NOT QUOTED
1	Austria	Vienna	Cochin	EUR								
2	Belgium	Brussels	Cochin	EUR								
3	Canada	Montreal	Cochin	CAD								
4	Canada	Toronto	Cochin	CAD								
5	China	Beijing	Cochin	USD								
6	China	Shanghai	Cochin	USD								
7	Denmark	Copenhagen	Cochin	DKK								
8	Finland	Helsinki	Cochin	EUR								
9	France	Paris	Cochin	EUR								
10	Germany	Frakfurt	Cochin	EUR								
11	Germany	Hamburg	Cochin	EUR								
12	Hongkong	Hongkong	Cochin	HKD								
13	Italy	Milan	Cochin	EUR								
14	Italy	Rome	Cochin	EUR								
15	Japan	Tokyo	Cochin	JPY								
16	Japan	Osaka	Cochin	JPY								
17	Korea	Seoul	Cochin	USD								
18	Korea	Pusan	Cochin	USD								
19	Kuwait	Kuwait	Cochin	USD								
20	Malaysia	Kualalampur	Cochin	MYR								
21	Netherlands	Amsterdam	Cochin	EUR								
22	Newzealand	Christchurch	Cochin	NZD								

Sl No	Name of Country	AIR PORT		Currency	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)
		From	To		Minimum upto 25kg	Above 25 to 50kg	Above 50 to 100 kg	Above100 to 200kg	Above 200 to 300 kg	Above 300 to 500 kg	Above 500 to 1000 kg	Above 1000kg
23	Norway	Oslo	Cochin	NOK								
24	Norway	Bergen	Cochin	NOK								
25	Norway	Aalesund	Cochin	NOK								
26	Poland	Warsaw	Cochin	USD								
27	Romania	Bucharest	Cochin	EUR								
28	Russia	Moscow	Cochin	USD								
29	Russia	St Petersburg	Cochin	USD								
30	Singapore	Singapore	Cochin	SGD								
31	Spain	Madrid	Cochin	EUR								
32	Sweden	Stockhom	Cochin	SEK								
33	Sweden	Gothenburg	Cochin	SEK								
34	Switzerland	Geniva	Cochin	CHF								
35	Switzerland	Zurich	Cochin	CHF								
36	Taiwan	Keellog	Cochin	TWD								
37	UAE	Dubai	Cochin	USD								
38	UK	Heathreow	Cochin	GBP								
39	UK	Southampton	Cochin	GBP								
40	UK	London	Cochin	GBP								
41	USA	Newyork	Cochin	USD								
42	USA	Losangeles	Cochin	USD								
43	USA	Chicago	Cochin	USD								
44	USA	Houston	Cochin	USD								

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To

COCHIN SHIPYARD LTD

(GOVT. OF INDIA ENTERPRISE,)

PO BAG No. 1653, PERUMANOOR P O, COC HIN 682 015.

WHEREAS (Name & Address of Supplier) (hereinafter called "**theSupplier**") **has** undertaken, in pursuance of Contract.....No.....
Dated:.....toexecute (Nameof Contract and brief description of works) (hereinafter called "**the Contract**").AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter called "**CSL**") in the said contract that the Supplier shallfurnish**CSL** with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the ContractAND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOWTHEREFOREwe..... (NameoftheBank)havingitsHeadOfficeat..... (Address of Head Office) and acting through its branch officeat..... (Address of the executing branch) (Hereinafter called "the Bank") hereby affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of (Amount ofGuarantee)..... In words}.

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the Guarantee Amount upon receipt by us of your demand in writing accompanied by the followingdocuments:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under the Contract and the respect in which the Supplier is inbreach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by email from you to make good the aforesaid breach and that the Supplier still failed to fulfill the Contract within 30 daysofsuchnotice.AcopysuchnoticegivenbyemailtotheSupplier shall be attached to the demand forpayment.

Any demand for payment should contain your authorized signatures which, must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **Cochin Shipyard Ltd** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our - **liability** hereunder.

Notwithstanding anything contained herein :

1. Our liability under this Bank Guarantee shall not exceed
 { only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **CSL** serve upon us a written claim or demand on or before (validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the

Guarantor:.....

Name of Bank:.....

Address:

Date:

~~¹²¹ An amount shall be inserted by the Guarantor, representing the~~

percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between Cochin Shipyard Ltd (CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the “PRINCIPAL”) of the First part and M/s..... (hereinafter called the “BIDDER/Seller”) of the second part.

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
 - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

3. Commitments of BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract

or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

- 3.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:
- (i) Bank Draft of Pay Order in favor of CSL.
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which any be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitor

8.1 The PRINCIPAL has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

(i) Shri. Jagadip Narayan Singh, IAS (Retd.),
C-54, Bharatendu Harischandra Marg,
Anand Vihar, Delhi – 110092.
Mobile: 9978405930
Email: jagadipsingh@yahoo.com

(ii) Shri. Om Prakash Singh, IPS (Retd.),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,
Uttar Pradesh – 201301
Mob: 9818564455
Email: Ops2020@rediffmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction

- 10.1** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact aton

For & on behalf of PRINCIPAL
Cochin Shipyard Limited
(Office Seal)

For & on behalf of BIDDER
(Office Seal)

Witness

Witness

1.....

1.....

2.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

**COCHIN SHIPYARD LIMITED
COCHIN-682 015**

SPECIAL INSTRUCTIONS FOR TWO BID SYSTEMS

1. MODE OF SUBMISSION OF TENDERS

Tenders should be submitted in two separate sealed covers superscribed in capital letters as “**PART- TECHNO-COMMERCIAL**” & “**PART-II:PRICE**” indicating the tender number, due date and name & address of the tenderer.

2. TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Unpriced price bid (i.e. price bid without price). All bidders are requested to put “X” mark
Wherever quoted.
- b. Address of overseas office wherever quoted.
- c. Deviation list, if any

3. PRICE PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Price to various locations as per PRICE BID
 - b. Delivery order fee(At actuals)
 - c. Charges collect fee(in %)
 - d. Break Bulk fee(At Actuals)
 - e. GST and other statutory charges
 - f. War Risk and security Charges (At actuals)
 - g. Fuel Surcharge(At actuals)
 - h. Dangerous goods/cold storage/shelf life cargo/over dimensional cargo/ urgent/ essential items
4. CSL reserves the right to alter, modify the scope of locations 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.
5. 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. **Tenderers shall not be allowed to attend the Techno commercial bid opening.**
6. Supplier should depute only persons who are entitled for exemption from income tax in India. In case the supplier does not depute such persons, the tax liability will be in the supplier’s account.
7. 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”.

8. After submission of quotation / price opening, no unsolicited correspondence will be entertained.
9. 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.
10. Price part should be submitted in the Price Format provided. Price should be quoted separately for each location and categories shown in the format.
11. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.

GENERAL MANAGER (MATERIALS)

**TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)**

Date:

To,
DGM MATERIALS
COCHIN SHIPYARD LTD
COCHIN -682015

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No/ID:

Name of Tender / Work: -

.....
.....

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:
.....

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

CNS/ARC04/AIR FREIGHT/23

CHECK LIST			
SL NO	ITEMS	YES/NO	
1	GENERAL TERMS & CONDITIONS DULY SIGNED		PART I TECHNO COMMERCIAL BID
2	CONFIRMED SPECIFIC TERMS & CONDITIONS		
3	UNPRICED BID		
4	EMD REMITTANCE DETAILS (NEFT)		
5	UDYAM AADHAR ,IF AVAILABLE		
6	PRE CONTRACT INTEGRITY PACT		
7	TENDER ACCEPTANCE LETTER		
8	IT RETURN OF LAST 3 YEARS		
9	RENT AGREEMENT DEED/ BUILDING TAX RECEIPT		
1	PRICE BID		PART II PRICE BID

Seal and Signature

APPOINTMENT OF AIR CONSOLIDATION AGENTS FOR AIR FREIGHTING CONSIGNMENTS FROM VARIOUS COUNTRIES TO COCHIN INTERNATIONAL AIRPORT (NEDUMBASSERY)**PRICE BID FORMAT****All Applicable Taxes and Duties prevailing in India to be quoted separately indicating the Percentage**

Sl No	Name of Country	AIR PORT		Currency	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
		From	To		Minimum upto 25kg	Above 25 to 50kg	Above 50 to 100 kg	Above 100 to 200kg	Above 200 to 300 kg	Above 300 to 500 kg	Above 500 to 1000 kg	Above 1000kg	Average
1	Austria	Vienna	Cochin	EUR									
2	Belgium	Brussels	Cochin	EUR									
3	Canada	Montreal	Cochin	CAD									
4	Canada	Toronto	Cochin	CAD									
5	China	Beijing	Cochin	USD									
6	China	Shanghai	Cochin	USD									
7	Denmark	Copenhagen	Cochin	DKK									
8	Finland	Helsinki	Cochin	EUR									
9	France	Paris	Cochin	EUR									
10	Germany	Frakfurt	Cochin	EUR									
11	Germany	Hamburg	Cochin	EUR									
12	Hongkong	Hongkong	Cochin	HKD									
13	Italy	Milan	Cochin	EUR									
14	Italy	Rome	Cochin	EUR									
15	Japan	Tokyo	Cochin	JPY									
16	Japan	Osaka	Cochin	JPY									
17	Korea	Seoul	Cochin	USD									
18	Korea	Pusan	Cochin	USD									
19	Kuwait	Kuwait	Cochin	USD									
20	Malaysia	Kualalampur	Cochin	MYR									
21	Netherlands	Amsterdam	Cochin	EUR									

22	Newzealand	Christchurch	Cochin	NZD									
23	Norway	Oslo	Cochin	NOK									
24	Norway	Bergen	Cochin	NOK									
25	Norway	Aalesund	Cochin	NOK									
26	Poland	Warsaw	Cochin	USD									
27	Romania	Bucharest	Cochin	EUR									
28	Russia	Moscow	Cochin	USD									
29	Russia	St Petersburg	Cochin	USD									
30	Singapore	Singapore	Cochin	SGD									
31	Spain	Madrid	Cochin	EUR									
32	Sweden	Stockhom	Cochin	SEK									
33	Sweden	Gothenburg	Cochin	SEK									
34	Switzerland	Geniva	Cochin	CHF									
35	Switzerland	Zurich	Cochin	CHF									
36	Taiwan	Keelog	Cochin	TWD									
37	UAE	Dubai	Cochin	USD									
38	UK	Heathreow	Cochin	GBP									
39	UK	Southampton	Cochin	GBP									
40	UK	London	Cochin	GBP									
41	USA	Newyork	Cochin	USD									
42	USA	Losangeles	Cochin	USD									
43	USA	Chicago	Cochin	USD									
44	USA	Houston	Cochin	USD									

The following also to be quoted apart from above

SI No.	Description		Compliance
1	Charges collect fee	To be quoted in %	
2	GST & other statutory charges	% of GST	
3	Deliver order fee per consignment	At actual against supporting Documents	
4	Break bulk fee per consignment	At actual against supporting Documents	
5	War risk & Security charges	At actuals	
6	Fuel surcharge	At actuals	
7	Dangerous goods/cold storage/shelf life cargo/overdimensional cargo/urgent/ essential items.	At actuals	

L1 Methodology:

1. Lowest in each line item(SI No.1 to 44) will be arrived by average column(a) to (h)
2. Charges collect fee will be subject to further negotiation.
3. The firms should be willing to match the rates of the lowest bidder in each line items.

Name & Address of the Firm:

Signature: