TENDER ENQUIRY

AIR CLEARANCE AND TRANSPORTATION OF IMPORTED CONSIGNMENTS FROM COCHIN INTERNATIONAL AIRPORT TO WAREHOUSES IN COCHIN SHIPYARD LTD

Dear Sirs,

Sealed Tenders super scribing the Enquiry No. and last date of receipt of offers on the Envelope, are invited in Two separate covers as "PART-I: TECHNO COMMERCIAL" and "PART II -PRICE" for AIR CLEARANCE AND TRANSPORTATION OF IMPORTED CONSIGNMENTS FROM COCHIN INTERNATIONAL AIRPORT TO WAREHOUSES IN COCHIN SHIPYARD LTD, for a period of TWO YEARS with a provision to extend for further ONE more year. Tenders should be addressed to The Chief General Manager (Materials), Cochin Shipyard Limited, Cochin – 682015. Tenders will be considered subject to the Tenderrequirements attached herewith (Tender Documents).

CSL Tender Enquiry No:	CNS/ARC05/AIR CLEARANCE/2023	DATE	20.03.2023
Title	AIR CLEARANCE OF CONSIGNMENTS		
Description of Work	AIR CLEARANCE AND TRANSPORTATION OF IMPORTED CONSIGNMENTS FROM COCHIN INTERNATIONAL AIRPORT TO WAREHOUSES IN COCHIN SHIPYARD LTD		
Contract Period	2 Years		
Bid Security(EMD)	Rs.50,000/- through NEFT		
No. of Covers/ Type of Bid	2 Covers/2 Bid		
Department	Materials		
Tender Publishing date	20.03.2023 Time: 11.30Hrs		
Technical Bid Opening	11.04.2023 Time: 11.30Hrs		

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

SCOPE OF WORK

SL NO	DESCRIPTION		
1	SCOPE	E OF WORK	
		cope of Work includes Clearance of Consignments received by Air at	
		International Airport and Transportation to Cochin Shipyard Ltd	
	(CSL) including all charges in connection with clearing activities such a		
	Bill of Entry charges, Loading/Unloading at Airport and at CSL premises		
	Filing	Bill of Entry with Customs and getting the same passed by	
	Custor	ns, complying with all the necessary Customs formalities for	
	bonded	d and non-bonded consignments, lodging and settlement of	
	custon	ns duty, refund claims arising out of bill of entry etc. including the	
	followi	ng operations:	
	(a)	Preparation of Bill of Entry including Bill of Entry for bonded	
		consignments and Bill of entry corrections, when received. All	
		extra expenditures towards Bill of Entry amendment due to	
		failure of CHA will be purely to CHA's account.	
	(b)	Manifest amendments, if any.	
	(c)	Noting	
	(d)	Examination 1st check and 2nd check, if any	
	(e)	Appraising	
	(f)	License auditing	
	(g)	Arrangement of duty payment	
	(h)	Execution of indemnity bond, if necessary	
	(i) Obtaining delivery orders from the agents after paymen		
	Party charges which will be reimbursed by CS		
		documentary proof.	
	(j)	Obtaining shortage certificates whenever necessary.	
	(k)	Lodging of all claims with Customs, Carriers, Cochin International	
		Airport, Insurance Co., Carrier agents etc and follow up and final	
		settlement of claims submitted to the Customs, municipal	
		authorities, local bodies etc.	
	(1)	Arranging survey and lodging provisional claim on carriers,	
		insurance company, carrier's agents etc., and follow up and final	
		settlement of claim submitted to customs, Municipal authorities,	
	_	Local bodies etc.	
	(m)	Deputing representatives to CSL to collect the original/copy	
		documents for clearance activities on a daily basis.	
	(n)	CHA should be responsible for safe and careful handling of the	

- consignments (Load contains critical equipments and spares which need to be handle with extreme care).
- (o) Transportation of items from Airport to CSL including loading/unloading wherever applicable.

Bidders may quote the rate for the above in price format:

- A. Lump sum Rate in INR per Consignment weight up to 1000 Kg **PRICE BID PART 1**
- B. Rate per Kg in INR for Consignment weighingabove 1000 Kg **PRICE BID PART-2**

2 TYPE OF WORK

Obtaining delivery and dispatching materials from Cochin International Airport by road withCustoms escorts wherever necessary to Cochin Shipyard Bonded warehouse/Premises as per instructions from the authorized officers of Cochin Shipyard.

The operations involve the following:

- a) Locating and tracing of packages
- b) Completion of shed formalities
- c) Insurance surveys
- d) Arrangement for payment of CIAL dues
- e) Opening, repacking and sealing of packages
- f) Finalization of out-turns and obtaining short landing/landed but missing certificates.
- g) Adjustment of the CIAL dues and obtaining receipts.
- h) Obtaining remission charges
- i) Shifting/Titling and segregation of packages
- j) Loading and Unloading whenever necessary at Airport, clearing agent's godown or at CSL site.
- k) Arranging and using cranes and other materials handling equipment and laborers whenever necessary as part of the fulfillment of work awarded as per the contract.
- 1) Arranging customs escorts for bonded consignments and bonding in CSL premises.
- m) Transportation of packages from the places where they are lying to the loading point for loading in vehicles.
- n) This includes obtaining delivery order from the agents/Airlines, after paying their charges against receipt. (No extra charges for conveyance, repacking and sealing of packages or any other incidental expenses will be paid. For each Airway bill the clearing agents are required to file a separate Bill of Entry).

The transportation arrangement for Cargo during Clearance and post clearance till Delivery, shall comply regulations applicable and as imposed by Customs/Local statutory authorities from time to time. Irrespective of mode of Clearance (DPD/RMS including/Excluding open Inspection), the rates as per price bid shall be fixed.

3 DUTIES AND RESPONSIBILITIES OF THE CLEARING AGENTS

- i. The clearing agents will have to start work immediately on receipt of instructions from the authorized officers of the Cochin Shipyard Limited and shall be responsible for the submission of necessary documents to Customs authorities and finalization of all Customs formalities within the specified time declared by these authorities.
- ii. The clearing agents on receiving information from Airport authorities or the authorized office of CSL of the arrival or expected date of arrival of the airline carrying company's cargoes, promptly prepare and obtain clearance documents from the Airport authorities, Customs or airline agents concerned and take delivery of the cargoes. If the papers in respect of stores carried by the agents which the clearing agents are expected to clear, have not been forwarded or received by the clearing agents, they will execute indemnity bonds or submit other documents necessary for the immediate clearance of the cargoes.
- iii. The clearing agents shall carefully check the consignments immediately after unloading from Aircraft with the invoices and measurements/packing lists and they shall notify shortages/damages, if any, to the airlines within the prescribed time limit and obtain shortage certificate survey reports etc from the agents. The cargo shall be transported immediately after clearance to the shipyard site, where it should be kept at proper places as directed by the authorized officer of Cochin Shipyard Limited.
- iv. It shall be the responsibility of the clearing agents to arrange clearance and dispatch of cargoes during the tenure of the contract and also to complete all formalities relating thereto within six months from the expiry date of the contract. The clearing agents shall file necessary claims to the customs authorities, airport authorities, initially and forward all the connected papers to the Cochin Shipyard Limited for further follow-up and final settlements. The refund when received by the clearing agents

- against any claim filed by them shall be remitted to CSL within one week of its receipt. If any packages are misplaced either in the airport or elsewhere, the clearing agents are required to pursue it with the appropriate authorities.
- The clearance instructions shall be issued by The Chief General v. Manager (Materials) or his authorized officer of Cochin Shipyard Limited, giving particulars of the cargo to be cleared, name of the Airline, place of delivery/dispatch etc along with the shipping documents wherever available. Immediately on receipt intimation/documents, the clearing agents shall have to take all steps necessary to complete handling and clearing work and all allied responsibilities thereto such as to produce required certificates, reports, claim wherever survey papers etc discrepancies/shortages/damages are observed to enable Cochin Shipyard to realize compensation from the carrier/airport authorities/Customs/Agents/Insurance Companies or agencies within the time prescribed under the law. On receipt of instructions, clearing agent shall prepare the Bill of Entry for presenting to Customs; obtain delivery of the consignment within the free period allowed for clearance. If the particulars furnished are not adequate, the clearing agents shall take steps that are necessary for obtaining the required particulars from authorities or bodies concerned. If the documents furnished are not sufficient to complete Customs/Airport formalities, the clearing agents shall arrange for Indemnity Bonds or guarantees or other documents necessary for immediate clearances. In all cases, the clearing agents will have to take adequate steps for obtaining delivery of cargoes from the authorities at the earliest possible time. After obtaining delivery, the clearing agents shall deliver the cargoes by Road or arrange dispatch by Road, Airport up to the point of destination within the shortest possible time, as specified in the instructions from the authorized officer of Cochin Shipyard Limited.
- vi. The entire operation shall also comply with all safety rules, regulations and other applicable general terms & conditions as per CSL website.

4 **GST**

GST applicable for the clearance work will be paid extra. However Double taxation in GST will not be paid in case there is a third party bill.

5 PAYMENT OF THIRD PARTY BILLS

All the Third Party bills related to the consignment under clearance will be reimbursed extra at actual against documentary proof. Consignments in which import customs duty is to be paid, CHA shall inform CSL in advance the amount of duty to be paid. Import customs duty will be paid by CSL directly to Customs authorities.

6 **PAYMENT TERMS**

Payment for each consignment shall be released against the submission of bills, in all respect with supporting valid documents immediately on receipt of the consignment in the Bonded warehouse and completion of all customs formalities. The respective Bond serial numbers and corresponding bill of entry without discrepancies will have to be submitted to process the payment of each clearance. If all documents are in order and no discrepancy is noticed, the payments against respective bills shall be settled within 30 days.

The following records should be maintained by the clearing agents for scrutiny by The Chief General Manager (Materials), Cochin Shipyard Limited:

- a. Register for all Bill of Entry filed by them.
- b. Separate refund register indicating the claims filed etc.
- c. Separate go down register/register giving full particulars of goods entrusted for clearance.
- d. Weekly statement on the status of clearance of consignments. If no consignments were received, a nil report to be send.

7 PAYMENT OF CARTAGE CHARGES/OVERTIME

- i) It shall be the responsibility of the clearing agents to provide sufficient number of labourers and handling equipment for loading and unloading of goods in a careful manner.
- ii) Company's Crane/Forklift can be made available to the clearing agents for unloading the packages/consignments within the shipyard premises free of cost strictly subject to availability and in the event, Shipyard cranes/forklifts are not available, the clearing agents will have to make his own arrangements for cranes/forklifts and the expenditure incurred for hiring out outside cranes /forklifts will be reimbursed by the shipyard to the clearing agents at actual onproduction of necessary, receipts. Under no circumstances, hiring of cranes /forklifts shall be resorted to by the clearing agents, before

- ascertaining from the authorized officer of Cochin Shipyard Limited in writing that the departmental cranes/forklifts are not available for unloading the packages within the shipyard premises.
- iii) The inbound cargo is to be positioned at CSL during the normal working hours in line with CSL stores functioning. Cargo along with requisite documents accompanied with CHA representative shall be available at stores on time to facilitate destuffing. Yard shall, as far as possible, arrange for a timely unloading provision at CSL.

8 DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER

All the documents as mentioned intender documents to be submitted along with the offer failing which your offer will be rejected without any further communication.

9 **DEMMURAGE/DETENTION CHARGES**

As far as possible, the payment of demurrage/detention on the avoided consignments should be and in the event anv demurrage/detention paid on any particular consignment, the reimbursement of such expenditure shall be considered on merit of each case where it is proved beyond doubt by the clearing agent that the incurrence is not due to the negligence on their part but, purely due to:

- i. Delay in receipt of shipping documents from Cochin Shipyard Limited, for completion of customs and Airportformalities. Cochin Shipyard shall issue the relevant documents/information well before the arrival of the Airline.
- ii. Shifting of materials for the convenience by Airport by respective authorities from the unloading point.
- iii. Any strike, lock-outs or intimidation in Airport, Customs, CSL DLB and Airport Cargo Labour, hartals etc. in general which affect handling operations and/or movements of materials.
- iv. Incorrect/Insufficient documentation submitted by CSL.
- v. Delay in filing of inward entry by the Airline (supported by documentary proof)
- vi. Delay in remitting the Customs Duty from CSL.

For all cases wherein the demurrage/detention is purely for reasons out of CHA's negligence/control and in cases where in the total amounts

payable on above account cannot be settled by the CHA immediately (in lieu of large amounts involved), a request to the effect shall be placed by the CHA to CSL with supporting documents CSL, based on the merit of the case shall arrange for payments to be issued to respective CHA's.

As far as possible, all the original documents required for clearance shall be furnished to the clearing agent well in advance and in the event if any of the documents could not be made available by Cochin Shipyard due to reasons beyond CSL's control, the clearing agent shall finalize the Customs/Airport documents by executing necessary guarantee, bond etc. with Customs, Agents etc. for clearing the consignments within the free period allowed for such clearances. However, the clearing agent shall, as far as possible, clear the consignments and delivered to CSL within 5 days of receipt of the original documents from CSL. However copy documents will be forwarded to CHA well in advance. CHAs shall not wait for clubbing of consignments and shall position all cargoes irrespective of size, weight & volume as and when clearance is completed

When a consignment is landed in damaged condition from the Airline, the clearing agents shall apply for a survey in time to the Airline agents and if for any reason, the Airline agents do not grant a survey, it shall be the responsibility of the clearing agents to apply for an insurance survey in the airport and to intimate the outcome of the Survey to the Airline Agents on behalf of CSL.

Wherever a joint survey becomes necessary, such survey should be arranged. Survey reports on receipt from the parties, shall be submitted to the authorized officer of Cochin Shipyard for processing claims wherever necessary. It shall also be the responsibility of the clearing agents to obtain necessary landing certificates from the Airport whenever packages are landed in damaged condition and also to obtain necessary 'short landing' 'landed but missing' certificates from the airport wherever necessary and submit to the authorized officer of Cochin Shipyard for processing the claims.

The clearing agents shall be fully conversant with the relevant provision of Indian Customs Act 1962 and as amended from time to time so as to enable the clearing agents to complete formalities for taking delivery of

cargoes and also to ensure that the Company's interest is fully protected in the clearance of cargoes entrusted to them.

10 HANDLING OF MATERIALS

The following may be noted for handling of materials:

- a. Crane hire charges for handling the consignments at all points at Airport will be paid extra to the clearing agents at actual on production of receipts for crane hire charges issued by the Airport.
- b. Crane for unloading and stacking of consignments within the Shipyard premises at all points will be provided free of cost by Cochin Shipyard Limited to the clearing agents.
- C. Overtime charges paid to the Customs and Airport, Customs escorting charges for bonded materials etc will be reimbursed to the clearing agents on production of necessary documentary evidence. However, such payments of overtime charges shall be admitted only when the clearance of packages have been arranged beyond office hours with prior concurrence of the authorized Officer of Cochin Shipyard Limited.

	GENERAL TERMS AND CONDITIONS
SL NO	DESCRIPTION
1	PERIOD OF CONTRACT: The Contract, if awarded, shall remain in force for a period of two years. This period is likely to be extended for a further period of one more year, if seems necessary, at the time of expiry of the first two years on mutually agreeable basis with same rates, terms and conditions.
2	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 two 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. Tenders should be addressed to The Cheif General Manager (Materials), Attn: Minik K (S M) /KIRAN V R, (S P O)
	Materials Department P.B. No. 1653, Cochin Shipyard Ltd., Cochin-682 015, Kerala, India.
3	SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE: The contractor in whose favour the tender is decided will have to deposit i)Rs. 3,00,000/- (Three Lakh) for Consignment weight up to 1000 Kg ii)Rs. 2,00,000/- (Two Lakh) for Consignment weighing above 1000 Kg as security deposit with Cochin Shipyard Limited, Cochin-15, before commencing the work. Security Deposit to be furnished in the form of Bank Guarantee from a Nationalized Bank valid initially for 24 months from the date of issue of the work order or for the entire period of the contract. In case the contract is extended beyond 24 months then the Bank Guarantee shall be extended suitably to cover the validity of the extended contract period.
4	LIQUIDATED DAMAGES: The Company reserves the right to instruct the clearing agents to clear shipments and arrange delivery to the site within the reasonable period of 5 working days from date of arrival and delivered to CSL. In the event of any delay, 10% of the Service Charges per day will be deducted from the clearing agents bills. However, when delay has occurred due to circumstances beyond the control of the clearing agents and they justify such delay supported with sufficient documentary evidence justifying such delay, the company may grant exemption to the clearing agents. The decision of The Chief General Manager (Materials), Cochin Shipyard limited regarding delays shall be final and binding on the clearing agents.
5	TENDER EVALUATION: The tenderers should quote their rates in figures and in words. In case of mismatch between rate in figures and rate in words in price format, the rate in words will be considered for arriving the lowest bidder. The chargeable weight indicated in the AWB will be taken for payment purpose. Based on our past experience the following are numbers of consignments arrived in CSL during the two years i.e. from 1st Jan 2021 to 31st Jan 2023 i) 557 Consignments in the weight category less than 1000 Kg. ii) 156 Consignments in the weight category more than 1000 Kg The above details are just the indications of the consignments received in CSL during 1stJan 2021 to 31st Jan 2023. The actual number of consignment expected during next two years may vary up or down depending upon CSL projects requirements and firms have no claim on the assurance of minimum number of consignment in each category basis. Price part should be submitted in the Price Format and is likely to be rejected if not quoted in the Price format at CSL's discretion.

SL NO	DESCRIPTION		
	VOLUME OF WORK.		
6	VOLUME OF WORK: Considering CSL nature of business, the import cargo volumes could vary across the period of contract. Henceno definite volume of work could be assured to be entrusted to the clearing agent at any time or during the currency of the contract. Cochin Shipyard Limited reserves the right of placing a contract simultaneously at any time during its tenure with one or more clearing agents as the Company may think fit even by calling fresh tenders and/or by negotiating and appointing some other clearing agents accordingly. CSL also retains full discretion to allocate work amongst the clearing agents and to appoint any other clearing agents for service referred to in the contract to meet an emergency, if the authorized officer of CSL (whose decision shall be final) is convinced that the clearing agents are not in a position to render specialized services within the period in which such services are required. The mere mention of any item of work in this contract does not by itself, confer a right on the clearing agent to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.		
7	WORKING HOURS: Clearing agents shall be responsible for performing all or any of the services detailed in or arising out of this contract not only during normal working hours but also other periods including night without any additional remuneration, wherever so required by the authorized officials of Cochin Shipyard Limited. However the delivery of the cargoes are to be managed within CSL working hours and extension of time is only on specific permission from CSL stores/concerned officer.		
	RIGHTS TO ENTER INTO PARALLEL CONTRACTS:		
8	i) The Company reserves the right to get the entire quantity of machineries and equipments for any particular shipment or items received through Airport cleared through another contractor and shall not have any objection in our doing so during the tenure of the contract. Cochin Shipyard Limited also reserves the right to get any item cleared from any aforesaid Airport either departmentally or through some other contractors at the contractor's risk and cost if Cochin Shipyard is of the opinion that the contractor is not/would not be in a position to render satisfactory service.		
	ii) Cochin Shipyard Limited reserves the right of concluding parallel contract at any or all the clearing points covered in the contracts and also to appoint other clearing agents during the current period of the contract by calling fresh tender and/or by negotiation. CSL also retains full discretion to allocate work among the clearing agents. The contractor shall not be entitled to make any representation on this account. The quantum of work allocated to each of the clearing agents may be increased or reduced according to the discretion of the Company at any stage of the contract.		
9	SUBLETTING OF THE CONTRACT: The clearing agents shall not sublet the contract, transfer or assign the contract or any part thereof without the previous written approval of The Chief General Manager (Materials), Cochin Shipyard Limited.		
10	ARBITRATION: All disputes arising out of or in any way touching and cancelling the contract after issuance shall be referred to the sole arbitration of The General Manager (Materials), Cochin Shipyard Limited or any person nominated to be the above person. To such arbitration, proceedings, the provisions of the Arbitration and conciliation act 1996 shall apply with amendments, if any, with venue Ernakulam.		
11	JURISDICTION LAW GOVERNING THE CONTRACT: All Questions, disputes or difference arising under, out of, or in connection with this contract shall be subject to the exclusive jurisdiction of the courts at Ernakulam, Kerala India. This contract shall be governed by the Law of India for the time being in force.		

SL NO	DESCRIPTION
12	TERMINATION: Cochin Shipyard Limited also reserves the right to terminate the contract at any timeand without assigning any reason thereof by giving 30 days advance notice of their intention to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reason of such termination (Any lapse on the part of the contractor for inefficient execution of work will empower Cochin Shipyard Limited to cancel the contract and entrust the work to other contractors or take up the same departmentally. Any loss or damage incurred in this regard will be defaulting contractor's account).
	Clearing agents going into liquidation or winding up their business or making arrangements with their creditors or failing to observe any of the provisions of the contract, Cochin Shipyard Limited has the right to terminate the contract forthwith in addition to and without prejudice to any other rights or remedies. The Company will also be entitled to claim from the clearing agents any costs or expenses or losses the Company may incur by reason of the breach of the contract or part of the contract.
12.a	IN CASE OF TERMINATION OF CONTRACT CHA WILL BE RESPONSIBLE FOR THE FILLOWING All those documents handed over to CHA for clearing but Bill of Entry not filed has to be returned to CSL immediately
12.b	All those documents handed over to CHA for clearing but Bill of Entry already filed has to be cleared immediately and the consignment to be forwarded to CSL.
12.c	Bills from CHA pending payment from CSL side especially the third party bills are to be settled during the notice period.
12.d	Bill of Entry Amendments if any pending during the time of termination has to be cleared during the notice period and the service bills pertaining to the same will be kept pending until the Amended Bill of Entry is Submitted to CSL.
13	DESPATCH/DELIVERY: The clearing agents are required to effect dispatch of the cargoes after clearance from Airport either by road, sea or rail, as directed by the authorized officer of Cochin Shipyard.
14	FINALIZATION OF BILL OF ENTRY: The clearing agents shall be fully responsible for the finalization of Bill of Entry from the time they are filed with customs. All bonds/provisional Bills Of Entry should be finalized within three months from the date of clearance and any hold up for want of documents should be promptly brought to the notice of the Chief General Manager (Materials), Cochin Shipyard Limited. A weekly statement showing the Bill of Entry for finalization pending with reasons shall also be submitted to The ChiefGeneral Manager (Materials). The Chief General Manager (Materials) may at his discretion, withhold payment in respect of cases where it is proven that finalization of bill of entry is delayed due to negligence of the clearing agents.
15	REFUND CLAIM: The clearing agents will have to pursue refund claims with the customs as a matter of course and pursue the claims vigorously and get the claims settled within the shortest possible time. In the event of a claim rejected by Customs in the first instance, an appeal should be preferred, a revision petition to the Appellate Collector/Central Board of Revenue and pursue the same till final settlement. The clearing agents shall automatically apply for refund of duty in respect of short landed packages/cargoes.

SL NO	DESCRIPTION	
16	COMPENSATION UNDER WORKMEN COMPENSATION: The clearing agents shall be responsible for and shall pay compensation to his workmen which may be payable under Workman's compensation Act, 1923 for any injuries suffered by them while handling cargoes of Cochin Shipyard Limited and no compensation will be paid in this respect by the Cochin Shipyard.	
MANPOWER: It shall be the responsibility of the clearing agents to provide sufficient number of unloading .The contract for clearance activity is issued under condition that of aware of the prevailing labour conditions and manpower availability inside yard in the contract for clearance activity.		
18	AGREEMENT: In case of an award of Contract the firm shall execute an agreement in a Rs.200/- stamp paper on receipt of work order within 15 days in the format given by CSL.	
19	ESCALATION: CSL will not entertain any sort of escalation in rates once the order is placed. The rate quoted shall be firm for 2 years until the validity of contract expires.	
20	RISK PURCHASE: If the supplier fails to supply the Services within the delivery date or violate any of the terms and conditions of the contract; CSL shall have the following rights. a. To terminate the contract with 15 days notice forfeiting the EMD & SD/PBG. b. To initiate alternate procurement action at the risk and cost of the supplier. c. To impose tender holiday for bidder for an approximate period as decided by CSL.	
21	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)	
	EMD to be remitted: EMD amount finalized for the tender is Rs.50,000/- EMD to be remitted directly in CSL Current account and Receipt/ UTR No: to be submitted along with Technical Bid.	
22	Beneficiaries Name: Cochin shipyard Ltd CSL Current account no: 10319928321 Bank: State Bank Of India IFSC Code: SBIN0003229	
	i) Incase the bidder withdraws, amends, impairs or derogates from the tender, agreed conditions in any respect within the validity of offer or fails to accept the contract after awarding the contract then EMD will be forfeited and firm will be awarded tender holiday for the period decided by CSL and the same will be published in CSL website. ii) EMD is refunded after finalization of the contract, and after receipt of necessary security deposit in respect of successful bid. In respect of unsuccessful bidders EMD will be refunded within 15 days after placement of order.	
23	GENERAL:	

SL NO	DESCRIPTION
23.a	The clearing agents shall abide by all instructions that may be given to them from time to time by The Chief General Manager (Materials), Cochin Shipyard Limited or his authorized representative. The clearing agents are bound to act with diligence and skill and shall be liable to compensate to Cochin Shipyard Limited in the event of any negligence, want of skill or misconduct of themselves or their representatives during the performance of the contract. If and when Customs duty, Airport dues, demurrages etc have been paid in excess and/or avoidable, are incurred due to negligence on the part of the clearing agents, such sums shall be deducted from the Security Deposits/pending bills. Similarly, loss of goods or losses on account of claims for compensation from carriers/Airport authorities/Insurance Companies or any other authority are occasioned on account of negligence on the part of the clearing agents or his authorized representatives, The Chief General Manager (Materials), Cochin Shipyard Limited or his authorized representative can, after giving the clearing agents an opportunity to explain, if required, at his discretion, demand to the clearing agents to reimburse to Cochin Shipyard Limited the whole or part of such expenses or losses. The assessment of losses and the amount to be reimbursed or recovered shall be determined by The Chief General Manager (Materials), Cochin Shipyard Limited and shall be final and binding on the clearing agents.
23.b	The clearing agents will be responsible for all losses or damages to the cargo due to any cause whatsoever from the time they receive the shipment and during the period it is held by them in transit, storage and/or till the time the cargo is delivered to Cochin Shipyard as the case may be.
23.c	Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of work to be done and all the conditions attached.
23.d	The EMD will be returned to all unsuccessful tenderers after a decision on the tender has been taken by the Cochin Shipyard Limited. The EMD of the successful bidder shall be returned upon submission of the security deposit by the way of Bank Guarantee.
23.e	The tenderer shall submit the tender satisfying each and every condition laid down in this notice, failing which the tender is liable to be rejected.
23.f	The responsibility for submission of tender in time, rests strictly on the intending bidders
23.g	The Chief General Manager (Materials), Cochin Shipyard Limited does not bind himself to accept the lowest or any tender or to give reasons for his decision.
23.h	The bidder should have a clear idea about the route of transportation of the vehicle carrying the cargo from Air port to CSL.
23.i	The restricted routes/time etc through city roads or other roads should be well known to the bidder and the same to be considered while quoting and binding to adopt the changes from city traffic police from time to time.
23.j	The rules regarding the transportation of the cargoes should be strictly complied and the change in rules from city traffic police from time to time during the period of contract to be strictly followed. To abide to rules of local statutory authority.
23.k	The Vehicle coming inside CSL to obey the rules of CSL and should have all valid documents. General conduct of staff to be ensured.

SL NO	DESCRIPTION
23.1	Year of establishment of the firm and particulars of experience, clearing agent's license details, turnover etc in the line of clearance and transportation job. (Copy of license, income tax details to be submitted)
23.m	Documentary evidence to prove having undertaken clearance in the past for large Public and Private Undertakings. (Copy of Work order to be submitted)
23.n	Proof of financial capability and stability to undertake large contracts.
23.0	Details of qualifications and experiences of the team of people engaged in the Customs Clearance work. (No. of persons working along with the designation to be submitted. The firm should have minimum three staffs with valid G-card issued by customs ,working with them and the validity of the card should cover the period of contract with CSL)
23.p	Details of capacity of cranes, lorry, trailer, storage facilities etc available with the bidder.
23.q	Integrated Management System: The CHA performing work, is deemed to comply with the occupational health, safety and environmental policy of the company and also to all operational controls/standards operating procedures and shall undertake the work in total compliance with the requirement of the established Integrated Management System (IMS) of the company.
23.r	The CHA shall undertake the work in total accomplices with all applicable legal/statutory requirements related to occupational health, safety and environmental effective in the state of Kerala.
23.s	It is the sole responsibility of the CHA to assure that any sub-contractors who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to IMS of the company and the health, safety and environmental effective in the state of Kerala.
23.t	The CHA 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 of Kerala, at their own cost.
23.u	Upon completion of work, CHA shall clear the area and shall not leave any occupational health, safety, and environmental liabilities to the company, from their activities at their worksites.
23.v	All relevant conditions in the conditions of contract instructions to tenderers Cochin Shipyard Limited are applicable to this tender.

SL NO	DESCRIPTION		
24	SPECIAL PRIVILEGES FOR MICRO & SMALL ENTERPRISES (MSEs):		
24.a	The following benefits are extended for all Micro and Small Enterprises (MSEs) holding a valid Entrepreneurs Memorandum (EM) Part II certificate or UdyogAadhar certificate and who have declared their UdyogAadhar 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. iii) The list of items published as part of MSME order dated 23rd March 2012 {currently 358 items} shall be procured exclusively from MSE firms only.		
24.b	Registered with National Small Industries Corporation (NSIC), up to financial limit mentioned in NSIC Certificate. However guarantee of the items supplied/ service provided to be ensured through a Bank Guarantee (BG).		
24.c	This tender shall be based on MSME order dated 23rd March 2012, pertaining to Pub procurement Policy		
24.d	When supply/ service as per tender is divisible in nature, 15% Purchase Preference will be extended to the MSEs (MSEs within price band of L1+15 per cent, to bring down their price to L1 price, where L1 is non MSEs), for 20% of the tender requirement. If multiple MSE vendors satisfy the above condition, the 20% requirement shall be divided equally. In this scenario, preference shall be given to SC/ ST vendors to such an extent that they are allowed to supply minimum 4% out of the 20% in line with the aforementioned MSME order. SC/ ST vendors shall submit a valid certificate from District Industries Centre/ NSIC, for qualifying in the above criteria.		
24.e	In case requirement is non-splitable or non-divisible, the above 15% Purchase Preference, is extended to MSE participants in the tender, in full (in the ascending order), considering spirit of policy for enhancing the Government procurement from MSEs.		

	SPECIFIC TERMS & CONDITIONS (Confirmed STC to be submitted along with technical bid)				
SL NO.	DESCRIPTION	NATURE OF REQUIREMENT	YES/NO		
1	CSL Vendor Code (If available)				
2	HSN code and GST details should be furnished.				
3	UDYAM AADHAAR Certificate				
4	Initially Techno Commercial Bid will be opened on the due date of tender. The Price Bid 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.	Mandatory Requirement			
5	Willingness to accept annual rate contract for clearance in all respect as per the technical details published herewith and complying to the Terms & Conditions of contract.	Mandatory Requirement			
6	Whether the Details of qualifications and experiences of the team of people engaged in the Customs Clearance work is submitted herewith (No. of persons working along with the designation to be submitted. The firm should have minimum three staffs with valid G card issued by customs, working with them and the validity of the card should cover the period of contract with CSL)	Three copies of valid G- Card holders (Mandatory)			
7	Do you have own transportation facility or having MOU with lorry operators.	Copy to submit			
8	GST Registered firm or not?	Copy to submit (Mandatory)			
9	Profit and loss statement duly certified by Auditor for the last 3 years, Your turn over shall be minimum of Rs.50.00 Lakhs in each year for the last 3 years	Copy to submit (Mandatory)			
10	The firm should be operating at Cochin area for a period of 5 years in connection with clearing activities	Proof to be submitted (Mandatory)			
11	Documentary evidence to prove having undertaken clearance in the past for large Public and Private Undertakings.	Min Copy of 3 Work orders to be submitted			
12	Whether your firm is holding a Valid Customs clearance License. (copy of License to submit). The validity of the License should cover the validity of the contract period. Attested copies to be submitted along with Technical Bid	Mandatory Requirement			
13	The bidders should not be terminated/blacklisted by any of Public Sector Undertaking/Govt. organization for the last 2 years for clearing contract. (Self declaration letter to be submitted)	Mandatory Requirement			
14	Submission of Tender in Two Bid Format	Mandatory Requirement			
15	Validity of offer -120 days	Mandatory Requirement			
16	EMD remitted directly in CSL Current account and Receipt/ UTR No to be submitted along with Technical Bid. EMD of Rs. 50,000/- Beneficiaries Name:Cochin shipyard Ltd CSL Current account no:10319928321 Bank:State Bank Of India IFSC Code:SBIN0003229	Mandatory Requirement			
17	Acceptance to CSL Payment Term	Mandatory Requirement			
18	Acceptance to CSL LD Clause	Mandatory Requirement			

SL NO.	DESCRIPTION	NATURE OF REQUIREMENT	YES/NO
19	Acceptance to CSL Security Deposit /Bank Guarantee Clause	Mandatory Requirement	
20	Acceptance to Risk Purchase Clause	Mandatory Requirement	
21	Acceptance to Termination Clause	Mandatory Requirement	
22	Acceptance to Parallel Contracts	Mandatory Requirement	
23	Acceptance to Jurisdiction/Arbitration Clause	Mandatory Requirement	
24	The tenderer should furnish information on Clearing agent's license details. Attested copies to be submitted along with Technical Bid.	Mandatory Requirement	
25	Submission of tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specification of work to be done and all the conditions attached. Before submission of offer, the bidders is at liberty to enquire in person with CSL's related departments handling cargoes including CSL Bonded stores, Customs Liaisoning Officer-CSL, undersigned officer in charge to get a knowhow on formalities specifically applicable to CSL for clearance and arrangements for delivery of cargoes to Stores. The clearing agents shall be fully conversant with relevant provision of carriage of goods by air and other rules and procedures and as amended from time to time and also to ensure that CSL's interest is fully protected in clearance of cargoes entrusted to them.	Mandatory Requirement	
26	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".		
27	Period of Contract: The contract is initially for a period of 2 Years with a provision to extend for further period of 1 Year at the same rate terms and conditions on mutual agreement basis.		
28	Address of your established office in Cochin with year of establishment. (Acceptance is subject to Verification by CSL team) Rent agreement deed/ copy of building tax receipt to be submitted.	Proof of the address (Mandatory)	
PHO:	NE NUMBER: ILE NUMBER: AIL ID:		

		UNPRICE	BID		PART -1		
		COCHIN SHIPY	ARD LIMITED		,		
	SCHEDULE FOR RATE						
S1.N o.	DESCRIPTION	(A) LUMPSUM RATE PER CONSIGNMENT WEIGHT UPTO 1000 Kg QUOTED/ NOT QUOTED	GST QUOTED/ NOT QUOTED	(B) GST AMOUNT QUOTED/ NOT QUOTED	(A)+(B) TOTAL AMOUNT QUOTED/ NOT QUOTED		
	Clearance of consignments	Rs	%	Rs	Rs		
1	received by Air from Cochin International Airport, Bill of Entry charges, transportation upto CSL stores, Loading & Unloading wherever required for consignment						
	In Words						
	Note:		1				
 In case of mismatch between rate in figures and rate in words, the rate in words will be considered for arriving the lowest bidder. The chargeable weight indicated in the AWB will be taken for payment purpose. 							
	Company Seal: Signature:						

		UNPRICED I	BID		PART - 2
		COCHIN SHIPYAR			,
	T T	Schedule for	Rates	T	T
Sl.No.	Description	(A) RATE PER Kg IN INR FOR CONSIGNMENT WEIGHING ABOVE 1000 Kg QUOTED/ NOT QUOTED	GST QUOTED/ NOT QUOTED	(B) GST AMOUNT QUOTED/ NOT QUOTED	(A)+(B) TOTAL AMOUNT QUOTED/ NOT QUOTED
1	Clearance of consignments received by Air from Cochin International Airport, Bill of Entry charges, transportation upto CSL stores, Loading & Unloading wherever required for consignment	Rs	%	Rs	Rs
	In Words				
	Note: 1. In case of mismatch between rate 2. The chargeable weight indicated i			nsidered for arriving th	e lowest bidder.
	Company Seal: Signature:				

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

	То
	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 ContractNoDated: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 shallfurnishCSL 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 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 following documents:
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. Acopyofsuchnotic egiven by email to the Supplier shall be attached to the demand for payment.
	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

Shipyard Ltd and the Supplier shall in any way release us from any liability under this guarantee, and we hereby

Works to be performed there under or of any of the Contract documents which may be made between Cochin

CNS/ARC05/AIR CLEARANCE/2023

Notwithstanding anything contained herein:

Rupees/Other Currency.

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 – liabilityhereunder.

1.	Our liability under this Bank Guarantee shall notexceed
	{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 onorbefore (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 tous
	or not.
	Yours truly,
	Signature and seal of the
	Guarantor:
	Name of Bank:
	Address:
	Date:
	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

AGREEMENT No	Dt
Articles of agreement executed this day oftwo thousandGENERAL MANAGER (MATERIALS DEPARTMENT) COCHIN SHIPYARD LI acting for and on behalf of Cochin Shipyard Limited, Cochin-15 (hereinafte Shipyard Limited") of the one part and M/s	MITED, COCHIN-15 or called the "Cochin
Whereas the contractor has submitted the quotation for the work ofvide his quotation (offer No.) (clarification letters if a	and
AND WHEREAS Cochin Shipyard Limited, have been pleased to accept th clarified by the subsequent letter and the terms and conditions of (work ordedated).	

NOW THESE presents witness and it is hereby mutually agreed as follows:

- 1. The contractor shall undertake to carry out the said work according to the specifications, terms and conditions attached herewith.
- 2. In case the contractor fails to carry out the said work tendered for by him within, part or in full, the time provided of or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for Cochin Shipyard Limited (if it shall think fit to do so) by an order in writing to put an end to this contract, and in case Cochin Shipyard Limited shall have incurred, sustained or been put to any cost, damages or expenses by reason of this contract having been so put an end to, or in case any differences in price, compensation, loss, cost, damages, expenses or other money shall then or at any time during the continuance of this contract be payable by the contractor to Cochin Shipyard Limited under or by virtue of this contract it shall be lawful for Cochin Shipyard Limited from and out of any money for the time being payable or owing to the contractor from Cochin Shipyard Limited, under or by virtue of this contract or otherwise to pay and reimburse to Cochin Shipyard Limited, all such costs, damages and expenses they may have sustained, incurred or been put to by reason of this contract having been so put an end to aforesaid and also such differences in price, compensation, loss, costs, damages, expenses or other money shall for the time being be payable by the contractor aforesaid.

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witness wh ove written	ere of the parties here to have been here unto set their hands the day and year first
Signed sea	led and delivered by
Acting for	on behalf of Cochin Shipyard Limited
In the pres	sence of
Witness:	1.
	2.
(Signed Se	aled and Delivered by)
(The name	e and address of the Contractor)
Witness:	1.
	2.

REPORT FORMAT

SI No	PO NO	Purchasing Officer	Supplier	Carrier	AWB No	Inv No	Description	No of Packages	Weight in Kgs	ETA COK	Type of B/E	B/E No	Date	Remarks	Your Job No	Your Inv No	Status	Payment Status
												·						

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) mentioned 'Tender/Work' from the web site(s) namely:	
	•••••
as per your advertisement, given in the above mentioned web	site(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/ARC05/AIR CLEARANCE/2023

	CHECK LIST		
SL NO	ITEMS	YES/NO	
1	GENERAL TERMS & CONDITIONS DULY CONFIRMED &SIGNED		
2	CONFIRMED SPECIFIC TERMS & CONDITIONS		
3	UNPRICED BID		
4	EMD REMITTANCE DETAILS (NEFT) (UTR NO)		
5	UDYAM AADHAR ,IF AVAILABLE		PART I
6	IT RETURN OF LAST 3 YEARS		TECHNO
7	CLEARING AGENTS LICENCE DETAIL		COMMERCIAL BID
8	RENT AGREEMENT DEED/ BUILDING TAX RECEIPT		
9	G CARD COPIES		
10	SELF DECLARATION- NOT INCLUDED IN HOLIDAY LISTING/BLACK LISTED		
11	TENDER ACCEPTANCE LETTER		
1	PRICE BID		PART II PRICE BID
	Seal and Signature	e	

		PRICE BII	D		PART -1
		COCHIN SHIPYA	ARD LIMITED		
		SCHEDULE F	OR RATE		
S1.N o.	DESCRIPTION	(A) LUMPSUM RATE PER CONSIGNMENT WEIGHT UPTO 1000 Kg	GST	(B) GST AMOUNT	(A)+(B) TOTAL AMOUNT
	Clearance of consignments	Rs	%	Rs	Rs
1	received by Air from Cochin International Airport, Bill of Entry charges, transportation upto CSL stores, Loading & Unloading wherever required for consignment				
	In Words				
	Note: 1. In case of mismatch between rate 2. The chargeable weight indicated i			will be considered for arri	ving the lowest bidder.
	Company Seal: Signature:				

		PRICE BID			PART - 2	
		COCHIN SHIPYARD L	IMITED			
		Schedule for Rat	es		1	
S1.N o.	DESCRIPTION	(A) RATE PER Kg IN INR FOR CONSIGNMENT WEIGHING ABOVE 1000 Kg	GST	(B) GST AMOUNT	(A)+(B) TOTAL AMOUNT	
1	Clearance of consignments received by Air from Cochin International Airport, Bill of Entry charges, transportation upto CSL stores, Loading & Unloading wherever required for consignment		%	Rs	Rs	
	In Words					
	Note:					
	 In case of mismatch between rate bidder. The chargeable weight indicated 	_		will be considered for a	rriving the lowest	
	Company Seal: Signature:					