



MAT/STL/T01/2023

Date: 30<sup>th</sup> Jan 2023

## **TENDER ENQUIRY**

### **Tender for Annual rate contract for handling, clearing, Loading, Transporting, unloading and stacking of steel and Aluminium Materials from Cochin Port to CSL for the estimated quantity of 8000 MT**

Dear Sirs,

The Chief General Manager (Materials), Cochin Shipyard Limited, Cochin-682 015, invites sealed tenders on behalf of Cochin Shipyard Ltd (CSL), for appointment of Clearing Agents for the work captioned above, for a period of two years (This period is likely to be extended for a further period of one more year, if CSL feel so at the time of expiry of the first two years on mutually agreeable conditions with same rate terms and conditions). Sealed Tenders should be submitted in duplicate super scribing the enquiry Number and last date for receipt of quotation on the envelope. Tenders shall be addressed to The Chief General Manager (Materials), Administrative Building, Cochin Shipyard Limited, Cochin-682015 and delivered at the office of Materials Department on or before the stipulated date and time of receipt of tender. The Details of operation /work and General Terms and Conditions governing the tender and Schedule for rates are given at Annexure-I & II respectively. The following instructions may be noted carefully:

#### **INFORMATION ABOUT THE TENDER**


#### **MODE OF SUBMISSION OF TENDERS**

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

#### **PART-I**

#### **TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS**

- Unpriced price bid (i.e. price bid without price). All bidders are requested to put "X" mark wherever quoted and "NQ" wherever not quoted.
- EMD for Rs. 50,000/- in the form of DD taken in favour of Cochin Shipyard.
- Copy of all documents as mentioned in Annex-I & III
- Deviation list, if any

  
सुबिन सुधाकर  
SUBIN SUDHAKAR  
वरिष्ठ प्रबंधक  
Senior Manager  
कोचीन शिपयार्ड लि.  
Cochin Shipyard Ltd.  
कोच्ची / Kochi - 15





**PART-II****PRICE PART**

The commercial part should contain Price bid in original duly signed and sealed as per CSL format given at Ann II. No Change in format will be entertained.

1. The tenderers should clearly quote the rates in the schedule at Annexure-II attached to the tender against its serial numbers. If for any reason deviation is made to this stipulation, such deviation should be brought to the notice specifically, through deviation list (Part-I) failing which the quotation is liable to be rejected. The tenderers should quote the rates after careful consideration of the services and responsibilities involved.
2. Persons signing the tender should state in what capacity they are signing the tender, such as a sole proprietor of the firm or Secretary or Managing Director. In the case of partnership firms, the names of all the partners should be disclosed and the tender should be signed by all partners. In the case of limited company, the name of Directors may be mentioned and it should be certified that the person signing the tender is empowered to do so, on behalf of the company. A Power of Attorney should be produced duly signed by all the partners in the case of partnership concern and the Managing Director in the case of limited company.
3. Tenders should be submitted in duplicate, in sealed cover, super scribing tender number and date of opening with brief description of items tendered for along with EMD of Rs. 50,000/-, (DD taken in favor of Cochin Shipyard Ltd). The offer without EMD would be considered as unresponsive and rejected. EMD furnished by all bidders except the lowest bidder will be released after issuing work order to the successful bidder. EMD in respect of successful bidder will be returned only after the receipt of bank guarantee as per CSL tender terms. Tenders brought personally should be dropped in the tender box provided in the Purchase Section of Materials Department not later than the due date and time. The company (CSL) reserves the right to ignore any tender, which fails to comply with these instructions.
4. The validity of the tenders should be minimum 120 days for acceptance. Quotations qualified with vague and indefinite expressions such as "subject to immediate acceptance" etc will be summarily rejected without any further communication.
5. The Tender particulars are given below;
  - a. Enquiry No. & Date : MAT/STL/T01/2023 Dt. 30<sup>th</sup> Jan 2023
  - b. Last date & Time of receipt of Tender : **10 Feb 2023, 15.00 Hrs.**
  - c. Date & Time of Tender Opening : **10 Feb 2023, 15.30 Hrs.**
6. 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 will not be allowed to attend the Techno commercial bid opening.**

सुबिन सुधाकर  
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Senior Manager  
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Cochin Shipyard Ltd.  
कोच्ची / Kochi - 15

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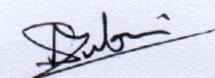
7. Deviations, if any, in the offer submitted from that of the tender enquiry in any form, should be clearly furnished in a separate document titled as "List of Deviations".
8. After submission of quotation/price opening, no unsolicited correspondence will be entertained.
9. Clarifications, either technical 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. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected.
11. Prior to submission of offer all the bidders shall assess the clearance procedure as applicable for CSL. If required the bidders may depute their representative to CSL and to obtain required clarification from the office of the undersigned, office of the Customs Liaisoning Officer and other officials associated with the contract execution.
12. Work order/contract based on this tender shall be on a single consolidated basis i.e. no split order shall be placed.
13. Cochin Shipyard Limited reserves the right to accept/reject any/all offers without assigning any reason.

**Note:- Full set of tender document is available in the CSL web site [www.cochinshipyard.in](http://www.cochinshipyard.in) and Govt. web site (<http://eprocure.gov.in/epublish/app>). You may please down load the tender document from website and submit the offer as per terms and conditions of the tender.**

**14. SPECIAL PRIVILEGES FOR MICRO & SMALL ENTERPRISES (MSEs)**

- A. The following benefits are extended for all the Firms who are registered with District Industries Centre and come under the category of Micro and Small Enterprises holding a valid Entrepreneurs Memorandum (EM) Part II certificate or Udyog Adhaar certificate, However in order to avail the benefits as per Public Procurement Policy for MSMEs order, 2012, all MSE bidders are required to declare their Udyog Aadhar Memorandum(UAM) number in Central Public Procurement Policy(CPPP) compulsorily.
  - a. Tender forms shall be issued free of cost.
  - b. Payment of Earnest money Deposit (EMD) is exempted.
  - c. 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
- B. For all firms who are registered with National Small Industries Corporation(NSIC) and come under Micro and Small Enterprises holding a valid NSIC Certificate, the below benefit is also extended in addition to above.
  - i) Waiver of Security Deposit (SD) for the performance of the contract (3% of the order Value by the way of Bank Guarantee till the supplies are completed), up to financial limit as mentioned in NSIC Certificate. However to ensure performance of the item during the guarantee period a Performance Bank Guarantee (PBG)

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Senior Manager  
कोचीन शिपयार्ड लि.  
Cochin Shipyard Ltd.  
Kochi-15





(3% of the Order Value by the way of Bank Guarantee) to be submitted by the firm as applicable.

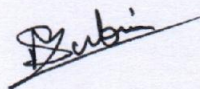
- C. This tender shall be based on MSME order dated 23rd March 2012, pertaining to Public procurement Policy.
- D. When supply/service as per tender is divisible in nature, MSEs within price band of L1+15 per cent shall be allowed to supply a portion up to 25% of requirement by bringing down their price to L1 Price where L1 is non MSEs. If multiple vendors satisfy the above condition, 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 25% 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.
- E. In the case of tender item non-split able or non-divisible, MSEs quoting price band L1+15% (in the ascending order) may be awarded full/ complete supply of total tendered value to MSEs, considering spirit of policy for enhancing the Government procurement from MSEs.

**F. SPECIAL PRIVILEGE FOR STARTUPS**

**For Startups (MSEs or otherwise):**

- a) The turnover and prior work experience expressed in monetary terms, are relaxed to 50% of the prescribed limit in the tender.
- b) Any other relaxation with respect to experience, not in monetary terms, shall be appropriately decided by respective head of the department based on nature of work/ procurement, from that prescribed in the tender.
- c) Startup Registration certificate as defined under notification of DIPP GSR 501(E) dated 23 May 2017 shall be submitted along with offer for availing the above relaxations.

For and on behalf of Cochin Shipyard Limited



**CHIEF GENERAL MANAGER (MATERIALS)**

Encl: Annexure-I – Details of Work and General Terms & Conditions  
Annexure-II – Price Format  
Annexure-III – Check List  
Annexure-IV – Bank Guarantee Format.

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## **DETAILS OF OPERATION/WORK AND GENERAL TERMS & CONDITIONS**

### **1. DETAILS OF OPERATION/WORK**

**The Scope of Work includes Handling, Clearing, Loading, Transporting, Unloading and stacking of steel and Aluminum materials from Cochin Port to CSL for the estimated quantity of 8000 MT.**

### **2. SCOPE OF WORK**

Filing Bill of Entry with Customs and getting the same passed by Customs, complying with all the necessary Customs' formalities for bonded and non-bonded consignments, lodging and settlement of customs duty, refund claims arising out of bill of entry etc. including the following 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 1<sup>st</sup> check and 2<sup>nd</sup> check, if any
- (e) Appraising
- (f) License auditing
- (g) Arrangement of duty payment, if any
- (h) Execution of indemnity bond, if necessary
- (i) Obtaining delivery orders from the Steamer agents
- (j) Obtaining shortage certificates whenever necessary.
- (k) Lodging of all claims with Customs, carriers, Cochin Port, Insurance Co., Carrier agents etc and follow up and final settlement of claims submitted to the Customs, municipal authorities, local bodies etc.
- (l) 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) Responsibility for safe and careful handling of the consignments

### **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 Port authorities or the authorized officer of CSL or the freight forwarders appointed by the supplier, of the arrival or expected date of arrival of the steamer carrying company's cargoes, promptly prepare and obtain clearance documents from the Port authorities, Customs or steamer agents concerned and take delivery of the cargoes. If the papers in respect of stores carried by the steamer 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 vessel with the invoices and measurements/packing lists and they shall notify shortages/damages, if any, to the steamer company within the prescribed time limit and obtain shortage certificate survey reports etc from the steamer 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, Port authorities, Railways, Steamer agents, 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 port or elsewhere, the clearing agents are required to pursue it with the appropriate authorities.
- v. The clearance instructions shall be issued by The Chief General Manager (Materials) or his authorized officer of Cochin Shipyard Limited, giving particulars of the cargo to be cleared, name of the steamer, place of delivery/dispatch etc along with the shipping documents wherever available. Immediately on receipt of 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, survey reports, claim papers etc wherever discrepancies/shortages/damages are observed to enable Cochin Shipyard to realize compensation from the carrier/port authorities/ Customs/steamer Agents/Insurance Companies or other 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 order from the steamer agent and arrange to 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 the authorities or bodies concerned. If the documents furnished are not sufficient to complete Customs/Port formalities, the clearing agents shall arrange for Indemnity Bonds or guarantees for 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/water, or arrange dispatch by rail, air or port 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. (Related Links>> Tender>>Tender Page>>Conditions for civil contracts >> GENERAL SAFETY RULES)
- vii. 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.
- viii. 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, as per clause no. I. 2. a) of schedule of rates (Annexure-II of the tender enquiry).
- ix. No crane facilities can be given for individual packages weighing 250 kgs and below.
- x. 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 de-stuffing. Yard shall, as far as possible, arrange for a timely unloading provision at CSL.
- xi. **When a consignment is landed in damaged condition from the vessel, the clearing agents shall apply for a survey in time to the steamer agents and if for any reason, the steamer agents do not grant a survey, it shall be the responsibility of the clearing agents to apply for an insurance survey in the docks and to intimate the outcome of the Survey to the Steamer 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 Port whenever packages are landed in damaged condition and also to obtain necessary 'short landing' 'landed but missing' certificates from the port wherever necessary and submit to the authorized officer of Cochin Shipyard for processing the claims.**
- xii. The clearing agents shall be fully conversant with the relevant provision of carriage of good by Sea Act, and other rules and procedures, 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.

#### **4. PERIOD OF CONTRACT**

The Contract shall remain in force for a period of two years (unless terminated earlier as provided herein after). This period may 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. Cochin Shipyard Limited, herein after called Company, reserves the right to terminate the contract at any time and without assigning any reasons thereof by giving one month's time notice of their intension to do so in writing to the contractor and the contractor shall not be entitled to any compensation by reason of such termination.

#### **5. 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 CSL Store 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. Bills shall be prepared strictly as per the rates accepted in schedule, supported with all documents in original along with vouchers. If all documents are in order and no discrepancy is noticed, the payments against respective bills shall be settled within 30 days from the date of submission of bill, in all respect, as mentioned above.

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

- a. Register for all Bill of Entry filed by them vessel wise.
- b. Separate refund register indicating the claims filed etc.
- c. Separate go down register/register giving full particulars of goods entrusted for clearance.
- d. Daily statement on the status of clearance of consignments.

#### **6. RIGHTS TO ENTER INTO PARALLEL CONTRACTS**

- i) CSL Reserves the right to enter into parallel contract with any other persons/company/agency during the current period of the contract. The right of appointing any other contractor for the services referred to in the schedule/contract to meet an emergency if the Chief General Manager (Materials), Cochin Shipyard Limited (whose decision shall be final) is satisfied that the contractor is not/would not be in a position to render the specified services.
- ii) If in the opinion of the Chief General Manager (Materials), Cochin Shipyard Limited (whose decision shall be final and binding on the contractor ) the contractor fails at any time to render the services under the contract satisfactorily , he may at his option get the job done by other parties at the Contractor's risk and cost. Any extra expenditure involved in this regard shall be recoverable from the contractor and the contractor shall not however be entitled to any saving on this account



## **7. GOODS AND SERVICE TAX**

Service tax applicable for the clearance and transportation work will be paid extra. However Double taxation in service tax will not be paid in case there is a third party bill. Taxes shall be applicable as prevailing at the time of execution of the contract.

## **8. EMD/SECURITY DEPOSIT AND ITS FOREFEITURE**

The tenderer shall submit an EMD of Rs. 50,000/- by way of DD in favors of CSL payable at Ernakulam. EMD of the unsuccessful tenderers will be refunded after finalization of the tender.

The clearing agents are required to furnish for due performance of the contract a Security Deposit in favour of Cochin Shipyard Limited, amounting to 3 % of the contracted value. The total value of the contract/work order is expected to be Rs. 30 lakhs. Therefore the total amount of Security Deposit required is Rs. 1 lakhs.

Security Deposit can be furnished in the form of Bank Guarantee from a Nationalized Bank valid for 24 months from the date of issue of the work order and subsequently amended for the entire period of the contract or the EMD may be converted as security deposit and the balance amount to be given as Bank Guarantee, with validity as mentioned above.

The Security Deposit is liable to be forfeited or appropriated towards any loss that may be sustained by the Company as a result of breach of any of the terms and conditions of the contract. The Security deposit will, be refunded after satisfactory performance of the work and on completion of all obligations by the clearing agents under the contract.

No interest shall be paid on the Security deposit by the Cochin Shipyard Limited to the clearing agents.

In the event of any breach of any of the terms and conditions of the contract, the. General Manager (Materials), Cochin Shipyard Limited shall (without prejudice to other rights or remedies) terminate the contract forthwith and /or to forfeit the entire or part of the amount of Security Deposit lodged by the clearing agents or to appropriate the Security Deposit or any other part thereof in or towards the satisfaction of any sum due for any damages, losses, changes, expenses or costs that may be suffered or incurred by the Cochin Shipyard Limited due to clearing agents negligence or unsatisfactory performance of any service under the contract.

## **9. LIQUIDATED DAMAGES**

The Company reserves the right to instruct the clearing agents to clear shipments and arrange delivery to the site within the stipulated free period. 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.

## **10. TERMINATION**

Cochin Shipyard Limited also reserves the right to terminate the contract at any time and 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 efficient 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.

During the execution of contract, if there are repeated failures with respect to Bill of Entry amendment due to failure from CHA's side will be viewed seriously by CSL and may lead to termination of contract.

In Case of Termination of contract CHA will be responsible for the following

- a. All those documents handed over to CHA for clearing but Bill of Entry not filed has to be returned to CSL immediately
- 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.
- c. Bills from CHA pending payment from CSL side especially the third party bills are to be settled during the notice period.
- 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.

## **11. EVALUATION**

For arriving the L-1 bidder for this tender, the following quantity shall be considered as the basis for tender evaluation purpose. Please note that this quantity has been arrived considering the quantity of material imported during the execution of previous work order. This is just an approximate quantity and CSL don't ensure that this is the firm order quantity for the execution.



		Unit	Estimated quantity for the period
I	<b><u>FOR IMPORT OPERATION AT THE PORT OF COCHIN/COCHIN SHIPYARD PREMISES.</u></b>	-	-
1	Agency Fee for filing Bill of Entry, Payment and settlement of Customs duty refund claims arising out of each Bill of Entry	/BE	16
2.a)	Charges for obtaining delivery and dispatching by road/water of Shipbuilding steel materials from the Cochin Port with Customs escort wherever necessary as per instructions from the authorized officers of Cochin Shipyard Ltd., to Shipyard premises including Bonding unloading of steel plates and sections in Bundles/Loose at CSL's steel stockyard.		
	i) Transportation by road	/MT	20
	ii)Transportation through water.	/MT	12
2.b)	Separate rate for 2.a) above excluding charges for unloading at CSL Steel stockyard.( Unloading shall be arranged by engaging CSL employees & Crane).		
	i).Transportation by road	/MT	5000
	ii)Transportation through water	/MT	2000
2.c)	Loading and unloading charges of the material shifted to the leased land and associated transportation charges for the shifted materials to the leased land in the name of CSL, Cochin at CPT	/MT	1000
3	Charges for clearance and transportation of containers to CSL, house de-stuffing the steel materials under customs preventive supervision, transporting and handing over the empty container at Cochin Port Trust/ICTT Vallarpadam.		
	i) 20' Container	/Container	8
	ii) 40' Container	/Container	40
	iii) 45' Container/Flat track/Special Equipment	/Container	40

## **12.ARBITRATION**

All disputes, differences arising out of or in any way touching or canceling the contract whatsoever [except as to any matters that decision of which is specifically provided for the conditions] shall be referred to the sole arbitration of the Chief executive, Cochin Shipyard Limited, Cochin-15 or any person nominated by the Chief Executive. The award of the Arbitrator as above shall be final and binding on the parties of the contract. To such arbitration, proceedings, the provisions of Indian Arbitration Act 1940 as amended from time to time shall apply.

## **13.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.

**14. DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER**

All the documents as mentioned in Check List at Annex-III to be submitted along with the offer failing which your offer will be rejected without any further communication.

**15. DEMMURAGE/DETENTION CHARGES**

As far as possible, the payment of demurrage/detention on the consignments should be avoided and in the event of any 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. Non-availability of berth at port to load the consignment for transportation through inland transport.
- ii. Delay in receipt of shipping documents from Cochin Shipyard Limited, for completion of customs and Port formalities. Cochin Shipyard shall issue the relevant documents/information within 7 days before the arrival of the vessel.
- iii. Shifting of materials for the convenience of Port by respective authorities from the unloading point.
- iv. Any strike, lock-outs or intimidation in Port, Customs, CSL DLB and Port Cargo Labour, lighters in Port limits and surroundings affecting the performance, harthals etc. in general which affect handling operations and/or movements of materials.
- v. Incorrect/Insufficient documentation submitted by 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/Port documents by executing necessary guarantee, bond etc. with Customs, Steamer 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 the stipulated free period. 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.



## **16. HANDLING OF MATERIALS**

The following may be noted for handling of materials:

- a. Handable cargo has been defined as individual packages weighing upto 250 kg.
- 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, in case required.
- c. Overtime charges paid to the Customs and Port, Customs escorting charges for bonded materials etc will be reimbursed to the clearing agents at actuals 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.

## **17. 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.

## **18. CLEARANCE LOCATION**

The sea port at Cochin is ICTT Vallarpadom/CPT, W.Island as applicable. The transportation arrangement for cargo, during clearance and post clearance till delivery, shall comply regulations applicable and as imposed by Customs/local statutory authorities/city traffic police etc from time to time irrespective of mode of clearance for sea cargo (DPD/RMS including/excluding open inspection),

No extra miscellaneous or sundry charges for conveyance, opening, repacking and sealing of packages or any other incidental expenses will be paid. The rates payable per Bill of entry shall be fixed irrespective of the number of containers involved.

## **19. 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. In case of breach of this condition by the clearing agents, the Chief General Manager (Materials), Cochin Shipyard Limited, shall be entitled to terminate the contract and the clearing agents shall not be entitled for any compensation for such termination.

## **20. DESPATCH/DELIVERY**

The clearing agents are required to effect dispatch of the cargoes after clearance from Docks either by road, water or rail, as directed by the authorized officer of Cochin Shipyard. Whenever cargoes are dispatched by rail, fax intimation should be sent to the authorized officer of Cochin Shipyard Limited on the same day.

## **21.WAGONS FOR DESPATCH**

The clearing agents will have to apply to the Port Trust authorities and railway authorities, with whom they will have to remain in constant touch, well in time for the supply of wagons, pursue vigorously both personally in writing till the wagons are actually made available to them for the dispatch of the cargoes to the ultimate destination. No demurrage charges paid to Railways for delay in loading on the wagons after placement shall be accepted by the Company. Similarly, the delay on the part of the clearing agents to send intimation as to the dispatch of consignment by road/railway receipts would make the consignee liable to pay demurrage to the Railways and such extra expenditure incurred shall be to the account of the clearing agents.

## **22. INSURANCE**

Unless specifically instructed by the authorized officer of Cochin Shipyard Limited in any particular case, no insurance of any nature shall be arranged by the clearing agents on consignments dispatched. However, they may arrange insurance cover for the cargos, stores in their godown during transit and no insurance charges will be payable by the Company on this. The clearing agents shall take all steps to prevent loss and damages to goods received by them on behalf of the Company for handling and dispatch. They shall examine carefully all packages landed from the steamer and whenever they notice any damage or loss of goods they shall arrange survey, obtain the reports and issue notice of the claims. The clearing agents will have to make good to the Cochin Shipyard any loss due to negligence on their part or failure to take the above action or exercise proper diligence and economy in clearance, handling and dispatch of Cochin Shipyard's goods.

## **23.FINALISATION OF BILL OF ENTRY**

The clearing agents shall be fully responsible for the finalisation of Bill of Entry from the time they are filed with customs. All bonds/provisional Bills Of Entry should be finalised within three days from the date of clearance and any hold up for want of documents should be promptly brought to the notice of the General Manager (Materials), Cochin Shipyard Limited. A weekly statement showing the Bill of Entry for finalisation pending with reasons shall also be submitted to The General 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.

## **24.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 under advice to concerned officer at CSL



## **25. 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. The clearing agent shall abide by all regulations pertaining to contract labour in force at CSL during the period of contract.

The clearing agents shall comply with the CSL safety rules, relevant labour rules, and requirement of ESI, Insurance etc, with regard to the employees engaged in the work and ensure compliance of the rules and maintain records throughout the period of execution of contract.

The buyer shall furnish a list of employees who will be engaged for the work and their particulars to CSL for their entry to CSL and must comply with the relevant labour rules, such as ESI, PF etc. connected with the execution of the work. In case an employee is exempted from contributions towards ESI, EPF etc. he should be adequately insured through employee/ workmen compensation policy.

## **26. PAYMENT OF OCEAN/ AIR FREIGHT**

Normally Cochin Shipyard will arrange to pay to the steamer agent all freight charges on imported cargos to be handled by the clearing agent.

Where, however, the Chief General Manager (Materials), Cochin Shipyard Limited or his authorized representative specifically ask the clearing agents to pay the freight to the Steamer agents/Air carriers , the clearing agents shall pay the freight and the amount actually paid can be claimed by the clearing agents along with the supporting vouchers. Payment of customs duty shall be arranged by Cochin Shipyard Limited. Payment of landing and other port dues shall be paid by the clearing agents which shall be included in their bill along with the supporting documents.

## **27. IMPORT OPERATION**

The import operation will include the process of handling and clearing stores from the wharf up to delivery to the Cochin Shipyard Stores by road//Water and/ or putting it on Rail wagons , trucks, freight carriers for transportation up to the point of destination as directed by the Chief General Manager (Materials), Cochin Shipyard Limited or his authorized representative.

## **28. MANPOWER**

It shall be the responsibility of the clearing agents to provide sufficient number of labourers for unloading .The contract for clearance activity is issued under condition that CHA's are fully aware of the prevailing labour conditions and manpower availability inside yard for unloading.

29. The contractor/clearing agents are responsible for collection of materials from the points detailed in the schedule; loading and transportation, to the destination, unloading at places pointed out by the authorized officer.
30. The contractor/clearing agents shall be responsible to obtain certificates from the collection points to the effect that the consignment was received in good condition and shall also be responsible to obtain clear receipts from the delivery point for safe delivery of stores at proper place in time.
31. In case any permission is required from the Regional Transport Authority or Corporation or Municipal authorities in connection with the transportation of stores, such permission should be obtained without any additional charges to Cochin Shipyard Limited.
32. The contractor/clearing agents shall be responsible for the following:-
  - a) Collection of delivery orders and/ or delivery instructions from the office of Chief General Manager (Materials), Cochin Shipyard Limited, Cochin-15.
  - b) Making own arrangements for collection/transport, labourers, supervisors and staff required for loading, unloading supervision and accounting.
  - c) Arrange clearance, delivery and shifting in the presence of authorized officer of Cochin Shipyard Limited, wherever necessary.
  - d) Ensuring the correctness of the material weight and quantity.  
Satisfying that the materials offered are in good condition.
  - e) Reweighing/recounting of materials at receiving end.
  - f) Completing the process of delivery and shifting within the working hours at the receiving point and obtaining clear receipts from the receiving officer or his representative.
  - g) The Contractor's/clearing agent's representative should invariably be present during the process of clearance, delivery and shifting, unloading.
  - h) The Contractor / clearing agent shall be responsible for clearance and delivery of even small quantities of materials as directed by the authorized officer of Shipyard.
33. Materials shall be accepted by the receiving officer up to 3 p.m. on all working days except second and fourth Saturdays, Sundays & other CSL Holidays.
34. The Contractor / clearing agents shall be held solely responsible for correct delivery of materials in size quantity etc ,in good condition and obtaining clear receipts, to this effect.
35. The materials cleared and which are not in conformity with specification shall be rejected in which case the responsibility of the rejected materials and their proper replacement free of charge shall rest with the clearing agents.
36. Any shortage in number of packages weight or loss in transit shall be noticed and intimated to CSL by the contractor/clearing agent.
37. The assessment of loss shall be determined by the Chief General Manager (Materials), Cochin Shipyard Limited, whose decision shall be final.
38. Clearance, transportation, loading, shifting and unloading should be undertaken as expeditiously as possible and consistent with the instructions by the Chief General Manager (Materials), Cochin Shipyard Limited or his authorised representative. Under the normal circumstance, the Contractor/clearing agents are expected to undertake the clearance/shifting of materials immediately from the date of receipt of instructions unless

otherwise specifically instructed by the Chief General manager (Materials) or his authorized representative. The Chief General Manager (Materials) may at his discretion call upon the clearing agents to complete delivery of materials covered by one or more delivery orders within such time and date as he thinks fit.

39. The clearing agents shall submit details of clearance and delivery effected to Chief General Manager (Materials), Cochin shipyard Limited once in a week.

#### **40. GENERAL**

- 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, Port 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/Port 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 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 General Manager (Materials), Cochin Shipyard Limited and shall be final and binding on the clearing agents.
- 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.
- 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.
- d. 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.
- e. The responsibility for submission of tender in time, rests strictly on the intending bidders.
- f. 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.
- g. The bidder should have a clear idea about the route of transportation of the vehicle carrying the containers from Cochin port to CSL.



- h. 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.
- i. The rules regarding the transportation of the containers 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.
- j. The Vehicle coming inside CSL to obey the rules of CSL and should have all valid documents. General conduct of staff to be ensured.
- k. 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)
- l. Documentary evidence to prove having undertaken clearance in the past for large Public and Private Undertakings. (Copy of Work order to be submitted)
- m. Proof of financial capability and stability to undertake large contracts.
- n. 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)
- o. Details of capacity of cranes, lorry, trailer, storage facilities etc available with the bidder.
- p. **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.
- q. 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.
- r. 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.
- s. 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.

- t. 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.
- u. All relevant conditions in the conditions of contract instructions to tenderers Cochin Shipyard Limited are applicable to this tender.

**Chief General Manager (Materials)**

**SCHEDULE OF RATES FOR HANDLING, CLEARING, LOADING, TRANSPORTING,  
UNLOADING OF ALL STEEL AND ALUMINIUM MATERIALS RECEIVED BY COCHIN  
SHIPYARD LTD. BY OCEAN FREIGHT**

ESTIMATED QUANTITY - 8000MT

Sl.No	Work Description	Unit
I	FOR IMPORT OPERATION AT THE PORT OF COCHIN/COCHIN SHIPYARD PREMISES.	
1	<p>Agency Fee for filing Bill of Entry, Payment and settlement of Customs duty refund claims arising out of each Bill of Entry</p> <p>THE ABOVE WILL COVER ALL OPERATIONS SUCH AS, BUT NOT LIMITED TO:</p> <ol style="list-style-type: none"> <li>Preparation of Bill of Entry including B/E for bonded consignments</li> <li>Manifest amendment, if any</li> <li>Noting</li> <li>Examination, first check and second check, if any</li> <li>Appraising.</li> <li>License Auditing.</li> <li>Arrangement of duty payment</li> <li>Execution of Indemnity Bond, if necessary</li> <li>Obtaining shortage certificates wherever necessary</li> <li>Obtaining delivery orders from the shipping agents</li> <li>Lodging of all claims with Customs, Carriers, Cochin Port Trust, Insurance Co., Municipal Corporation, Local authorities etc.</li> <li>Arranging survey and lodging provisional claim on carriers, Insurance Co., Carrier Agents etc., and follow up and final settlement of claims submitted to the Customs, Municipal Authorities, Local Bodies.</li> </ol>	/BE



	<p>NOTE 1:</p> <p>No extra miscellaneous or Sundry charges for conveyance, opening, repacking and sealing of packages or any other incidental expenses will be paid. For every Bill of Lading, Clearing Agents are required to prepare a separate Bill of Entry.</p> <p>Charges for obtaining delivery and dispatch by road/water of Shipbuilding/Ship repair steel/<u>Aluminium</u> materials from the Cochin Port with Customs escort wherever necessary as per instructions from the authorized officers of Cochin Shipyard Ltd., to Shipyard premises including Bonding unloading of steel plates and sections in Bundles/Loose at CSL's steel stockyard.</p>	
2.a)	<p>i. Transportation by road</p> <p>ii. Transportation through water.</p>	<p>/MT</p> <p>/MT</p>
2.b)	<p>Separate rate for 2.a) above excluding charges for unloading at CSL Steel stockyard. (Unloading shall be arranged by engaging CSL employees &amp; Crane).</p> <p>i. Transportation by road</p> <p>ii. Transportation through water</p>	<p>/MT</p> <p>/MT</p>
	<p>Note. : In both 2 (a) and (b) cases, the material is to be brought within the reach of CSL's Steel Stockyard Gantry Crane.</p>	
2.c)	<p>Loading and unloading charges of the material shifted to the leased land and associated transportation charges for the shifted materials to the leased land in the name of CSL, Cochin at CPT. The CHA may shift the material imported to the lease land taken in the name of CSL, Cochin, after obtaining written permission from Chief General Manager (Materials) or any officer authorized by him. The quantity to be shifted shall be decided, on case to case basis.</p>	<p>/MT</p>

3	<p>THE ABOVE OPERATION WILL INCLUDE:</p> <ul style="list-style-type: none"> <li>a). Tracing and locating of packages.</li> <li>b). Steamer/Insurance surveys.</li> <li>c). Arrangements for payment of Port dues.</li> <li>d). Finalization of out-turns and obtaining short landing/landed but missing certificates and Police reports in the case of thefts &amp; landing certificates.</li> <li>e). Adjustments of Cochin Port Trust dues and obtaining receipts.</li> <li>f). Obtaining remission charges.</li> <li>g). Loading and unloading whenever necessary in docks at jetty and shipyard site.</li> <li>h). Arranging and using cranes and other material handling equipment and labourers as required, both in Cochin Shipyard as well as in Cochin Port premises.</li> <li>i). Arranging customs escorts for bonded consignments and bonding in our premises.</li> <li>j). Transportation of steel from the place where they are lying up to the loading point for loading on barges/trucks and unloading at Cochin Shipyard premises as required.</li> <li>h). Shifting and Intra-port transportation of the material from vessel's hook point to CSL leased land in CPT</li> </ul> <p>Charges for clearance and transportation of containers from Cochin Port/ICTT, Vallarpadam to CSL, house de-stuffing the steel/Aluminium materials under customs preventive supervision, transporting and handing over the empty container at Cochin Port Trust/ICTT Vallarpadam.</p> <ul style="list-style-type: none"> <li>i) 20' Container</li> <li>ii) 40' Container</li> <li>iii) 45' Container/Flat track/Special Equipment</li> </ul>	<p>/Container</p> <p>/Container</p> <p>/Container</p>
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	<p>NOTE 2:</p> <p>The contract is subject to the following conditions in addition to the General Terms and conditions of Contract in force in Cochin Shipyard Limited.</p> <ol style="list-style-type: none"> <li>1. Packages weighing more than 250 kgs will be treated as Crane Cargo.</li> <li>2. In all cases Cochin Shipyard will arrange to pay the freight charges to the steamer agents.</li> <li>3. The transportation and delivery of the material will be limited to the unloading Point (in the reach of CSL's steel stockyard Gantry Crane) of CSL.</li> <li>4. For unloading of the materials inside Cochin shipyard premises, crane facilities will be arranged by Cochin Shipyard free of cost as required.</li> </ol>	
	<ol style="list-style-type: none"> <li>5. Whenever Port trust/DP World, Vallarpadam cranes are not available at Cochin /Chennai/Mumbai the contractor should arrange private cranes to avoid demurrage, after intimating GM (Materials) or authorized officer.</li> <li>6. Charges for lashing and packing of materials sent by Road/Rail from Cochin/Chennai/Mumbai port to Cochin will be paid by CSL at actuals against relevant documents/vouchers.</li> <li>7. Customs overtime and escorting charges shall be paid at actuals wherever necessary by CSL against supporting documents. However, such payments of overtime shall be admitted only when the clearance of packages has been arranged beyond office hours with prior concurrence of authorized officer in CSL.</li> <li>8. Port dues up to a limit of Rs.50,000/- shall be paid initially by the clearing agent which shall be reimbursed by CSL.</li> <li>9. Reimbursement of demurrage charges to the clearing agents shall be considered by CSL on merits of each case where it is proved beyond doubt that the incurrence of demurrage is not due to the negligence on their part, but purely due to: <ol style="list-style-type: none"> <li>a. Delay in receipt of shipping documents from CSL for completion of Customs and Port formalities (CSL</li> </ol> </li> </ol>	



	<p>shall issue the relevant documents/information within 7 days before the arrival of the vessel.).</p> <p>b. Any strikes, lockouts or intimidations in Port, Customs, CSL,DLB and Port limit and surroundings affecting the performance, hartals, breakdown of equipments/ vehicles etc in General, which affects handling operations and/or movement of the materials.</p> <p>10. Service tax as applicable</p>	
V	<p>Escalation / Reduction in rate (if any) on transportation price is. ....% of increase / reduction per ..... % Increase / reduction of Diesel Price (at Cochin) per MT/Containers from the date of Contract. This price clause is applicable only for Clause 2(a), 2(b) and 3 of SL.no.I of the schedule of rates.</p>	
	<p>CHIEF GENERAL MANAGER (MATERIALS)</p>	

**CHECK LIST****MANDATORY CRITERIA TO BE FULFILLED FOR CONSIDERING THE TENDER**

**PLEASE TAKE NOTICE THAT OFFERS COMPLYING WITH ALL THE MANDATORY CRITERIA WITH RELEVANT SUPPORTING DOCUMENTS ONLY WILL BE CONSIDERED FOR EVALUATION AND ALL OTHER OFFERS WILL SUMMARILY BE REJECTED WITHOUT FURTHER NOTICE/CLARIFICATION/CONFIRMATION.**

Sl No.	Criteria to be fulfilled	Nature of requirement	Yes/No*
1	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.	<b>Mandatory Requirement</b>	
2	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 <b>(Mandatory)</b>	
3	Address of your established office in Cochin with year of establishment. (Acceptance is subject to Verification by CSL team)	Proof of the address <b>(Mandatory)</b>	
4	Have you operated CHA contract for any FMCG companies	Copy to submit	
5	Do you have own transportation facility or having MOU with lorry operators.	Copy to submit	
6	Quoted for all line items in the price bid	Copy of unpriced bid	
7	Statement of IT return 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 <b>(Mandatory)</b>	
8	Have you been operating at Cochin area for a period of 10 years?	Proof to be submitted <b>(Mandatory)</b>	
9	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 <b>(Mandatory)</b>	
10	Whether your firm is holding a Valid Customs clearance License. (copy of License to submit)	<b>Mandatory Requirement</b>	
11	Submission of Tender in Two Bid Format	<b>Mandatory Requirement</b>	

**ANNEXURE-III**

12	Validity of offer -120 days	<b>Mandatory Requirement</b>	
13	EMD of Rs. 50,000/-	<b>Mandatory Requirement</b>	
14	Agreement to CSL Payment Term	<b>Mandatory Requirement</b>	
15	Agreement to CSL Security Deposit Clause	<b>Mandatory Requirement</b>	
16	Agreement to Termination Clause	<b>Mandatory Requirement</b>	
17	Agreement to Parallel Contracts and Part Order	<b>Mandatory Requirement</b>	
18	Agreement to Jurisdiction/Arbitration Clause	<b>Mandatory Requirement</b>	

**\*Tenderers are requested to write either Yes or No in the respective column. Tick Mark, X, blank etc will not be entertained and will be liable for rejection of your offer.**

We, M/s .....hereby solemnly and truly declare that all the information furnished above are true and valid as per relevant rules/regulations.

(Company official seal)

Name:

Designation:

Company:



**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/  
WARRANTY GUARANTEE**

To  
COCHIN SHIPYARD LTD  
(GOVT. OF INDIA ENTERPRISE,)  
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS .....(Name & Address of Supplier) (hereinafter called "**the Supplier**")  
has undertaken, in pursuance of Contract..... No.....  
Dated: ..... to execute ..... (Name of 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 shall furnish **CSL** with a Bank Guarantee for  
the sum specified therein as security for compliance with the Supplier's obligations in accordance  
with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we ..... (Name of the Bank) having its Head Office at  
.....(Address of Head Office) and acting through its branch office at  
..... (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 of Guarantee) .....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 in breach.
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 days of such notice. A copy of such notice given 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 Works to be performed there under or of any of the Contract documents which  
may be made between **CSL** 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:.....

<sup>[1]</sup> 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.