

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



## TENDER ENQUIRY

Dear Sirs,

Sealed Tenders in duplicate, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in in **TWO BID SYSTEM** two separate covers as 'Part- I Techno-commercial' and 'Part- II Price' - both enclosed in the single envelope, for ANNUAL RATE CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED FCL CARGO FROM CHENNAI SEAPORT TO UCSL WAREHOUSES eligible bidders who fulfill the qualifying requirements as per the details of operation/work and General Terms & Conditions as per the annexures given bellow so as to reach the undersigned on or before the last date and time shown. Tenders should be addressed to **Assistant General Manager (Materials)**, Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe. Udupi-576108, Karnataka, India.

**Submission by Email:** Offers (both Part- I Techno-commercial' and 'Part- II Price) in two separate password protected PDF file format, can also be made by E-mail ([sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [purchase@udupicsl.com](mailto:purchase@udupicsl.com) / [muhammad.anas@udupicsl.com](mailto:muhammad.anas@udupicsl.com) ) on or before, the last date & time of receipt of tender as shown below, if delivery of sealed offers cannot be ensured at UCSL on the due date. The offer PDF files (Part- I Techno-commercial' and 'Part- II Price) to be named clearly (UCSL/MAT/NPROJ/2024-25/178)

UCSL Tender Enquiry No:	UCSL/MAT/NPROJ/2024-25/178
DATE	11.10.2024
Title/ Description of Work	ANNUAL RATE CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED FCL CARGO FROM CHENNAI SEAPORT TO UCSL WAREHOUSES
Title/ Description of Work	ANNUAL RATE CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED FCL CARGO FROM CHENNAI SEAPORT TO UCSL WAREHOUSES
Bid Security (EMD)	NA
Contract Period	Two Years
No. of Covers/ Type of Bid	2 Covers/2 Bid
Tender Submission Mode	Email/Hardcopy
Department	Materials
Tender Closing date	25.10.2024
Technical Bid Opening Date	25.10.2024

उदुपी कोचीन शिपयार्ड लिमिटेड  
पत्तन, पोत परिवहन और जलमार्ग मंत्रालय  
भारत सरकार

UDUPI COCHIN SHIPYARD LIMITED  
Ministry of Ports, Shipping & Waterways  
Government of India

पंजीकृत कार्यालय:  
घर नं. 377, फाजमथुर गाँव  
पुकाथुरै पोस्ट, मदुरान्तकम तालुका  
कांचीपुरम - 603 116, तमिल नाडु, भारत

कॉर्पोरेट कार्यालय  
मापे हार्बर कॉम्प्लेक्स, मापे  
उदुपी - 576 108, कर्नाटक, भारत।

CIN: U27209TN1984GOI010994

Registered Office:  
S No 377, Fazhamathur Village  
Pukathurai Post, Madurantakam Taluk  
Kancheepuram - 603 116, Tamil Nadu, India

Corporate Office:  
Maip Harbour Complex Maip  
Udupi - 576 108 Karnataka, India

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# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



In case of any queries, please contact: Mr. Sony Clement - AGM (Materials), Muhammad Anas - Manager (Materials) Mobile No. 8129443366, Email: [sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [muhammad.anas@udupicsl.com](mailto:muhammad.anas@udupicsl.com), [purchase@udupicsl.com](mailto:purchase@udupicsl.com),

## Enclosures:

1. General Terms and Conditions of procurement - Annexure 1
2. Price Bid Format - Annexure 2
3. Check List - Annexure 3
4. Agreement Format - Annexure 4
5. Pre-Contract Integrity Pact - Annexure 5
6. Tender Acceptance Letter - Annexure 6
7. Bank Guarantee - Annexure 7

For Udupi Cochin Shipyards Ltd,

A handwritten signature in black ink, appearing to read 'Sony Clement T M', is written over a faint circular stamp.

Authorized Signatory

सोणि क्लेमेन्ट टी एम  
SONY CLEMENT T M  
सहायक महाप्रबंधक/ASSISTANT GENERAL MANAGER  
उडुपि कोचीन शिपयार्ड लिमिटेड  
UDUPI COCHIN SHIPYARD LIMITED  
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108

GENERAL TERMS AND CONDITIONS	
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1	<p><b>PERIOD OF CONTRACT</b> The Contract 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.</p>
2	<p><b>DETAILS OF OPERATION/WORK</b> The Scope of Work includes Clearing and Transportation of Full Container Load (Herein after referred as "FCL") from Chennai Sea Port to UDUPI COCHIN SHIPYARD Ltd (UCSL) (Except All Steel and Aluminium Raw Materials).</p>
3	<p><b>SCOPE OF WORK</b> 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:</p>
	(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) Notify UCSL for duty/IGST payment
	(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, Chennai Port Authority, 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 submit 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 equipment's and spares which need to be handle with extreme care).
	The tenderers may quote a lump sum rate as service charges per Bill of Entry for all the operations above.
4	<b>TYPE OF WORK</b>
4.1	<p><b>FULL CONTAINER LOAD CONSIGNMENT (FCL)</b> Obtaining delivery and dispatching materials from Chennai Port by road to UDUPI COCHIN SHIPYARD premises, as per instructions from the authorized officers of UDUPI COCHIN SHIPYARD and de-stuffing at UCSL Bonded Warehouse. The operations involve the following:</p>
	a) Locating and tracing of packages.
	b) Completion of shed formalities

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	c) Steamer/Insurance surveys d) Arrangement for payment of Port Authority 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 Port Authority dues and obtaining receipts. h) Obtaining remission charges i) Shifting/Titling and segregation of packages j) Loading and unloading whenever necessary in docks, clearing agent's godown, at jetty and at UCSL. k) Arranging and using cranes and other materials handling equipments and labourers whenever necessary as part of the fulfillment of work awarded as per the contract. l) Arranging customs escorts for bonded consignments and bonding in UCSL premises. m) Transportation of packages from the places where they are laying to the loading point for loading in trucks/barges.
4.2	Lump sum rate may be quoted for all operations for the following or/and rate/container as per format
i	Charges for transportation of 20' container load of machinery items/small packages each to UDUPI COCHIN SHIPYARD and transporting and handing over the empty containers at Chennai Port premises.
ii	Charges for transportation of 40' container load of machinery items/small packages each to Udupi Cochin Shipyard, transporting and handing over the empty containers at Chennai Port premises.
iii	Charges for transporting of high cube container stacked with over high packages/ODC packages etc., by road and handing over the empty containers.
iv	Charges for transporting of Flat Rack container to UCSL, transporting and handing over the empty containers.
v	Charges for transporting of Open top container to UCSL, transporting and handing over the empty containers..

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5	<p><b>SUBMISSION OF TENDER</b>  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 shown. Tenders should be addressed to</p> <p>Assistant General Manager (Materials),  Attn: Sony Clement T M/MUHAMMED ANAZ ,  (S P O ) Materials Department  P.B. No. 1653,  UDUPI COCHIN  SHIPYARD Ltd.,  Malpe- 576108,  Karnataka, India.  If, 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</p>
6	<p><b>VALIDITY OF OFFER</b>  Rates quoted should be valid for acceptance for a period of 4 months (120 days) from the date of opening of technical bid</p>
7	<p><b>PAYMENT TERMS</b>  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.</p>
	<p>The following records should be maintained by the clearing agents for scrutiny by The Assistant General Manager (Materials), UDUPI COCHIN SHIPYARD Limited:</p> <p>a. Register for all Bill of Entry filed by them vessel wise.</p> <p>b. Separate refund register indicating the claims filed etc.</p> <p>c. Separate go down register/register giving full particulars of goods entrusted for clearance.</p> <p>d. Daily statement on the status of clearance of consignments.</p>

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8	<p><b>GOODS AND SERVICES TAX(GST)</b>            GST applicable for the clearance and transportation work will be paid extra. However Double taxation in GST will not be paid in case there is a third party bill.</p>
9	<p><b>PAYMENT OF THIRD PARTY BILLS</b>            All the Third Party bills related to the consignment under clearance will be paid extra at actual against documentary proof. UDUPI COCHIN SHIPYARD Ltd. will arrange to pay in advance the steamer agent/liner bills amounting to Rs.50,000/- or more and above per Bill of Lading to be handled by the clearing agents for clearance of sea consignments at Cochin Port.            However CHA shall not wait until the advance payment from UCSL is received and any demurrages due to this will be to clearing Agents account            Consignments in which import customs duty is to be paid, CHA shall inform UCSL in advance the amount of duty to be paid. Import customs duty and IGST will be paid by UCSL directly to Customs authorities.</p>
10	<p><b>VOLUME OF WORK</b>            No guarantee can be given for any definite volume of work which will be entrusted to the clearing agent at any time or during the currency of the contract. UDUPI 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.</p>
11	<p><b>RIGHTS TO ENTER INTO PARALLEL CONTRACTS</b></p>
i	<p>UCSL Reserves the right to place parallel order on more than one firms in case required.</p>
ii	<p>UCSL reserves the right to get the entire quantity of machineries and equipments for any particular shipment or items received through Chennai Port cleared through another contractor and shall not have any objection in our doing so during the tenure of the contract. UDUPI COCHIN SHIPYARD Limited also reserves the right to get any item cleared from any aforesaid Port either departmentally or through some other contractors at the contractor's risk and cost if UDUPI COCHIN SHIPYARD is of the opinion that the contractor is not/would not be in a position to render satisfactory service.</p>
iii	<p>UDUPI 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. UCSL 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.</p>
13	<p><b>SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE</b>            The contractor in whose favor the tender is decided will have to deposit Rs.10,00,000/- (Ten Lakhs) as security deposit with UDUPI COCHIN SHIPYARD Limited, Cochin-15, before commencing the work. Security Deposit can be furnished in the form of Bank Guarantee from a Nationalized Bank valid for 24 months with grace period of 90 days from the date of issue of the work order and subsequently 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. In case the contract period is extended for further period, the security deposit shall be extended suitably.</p>
14	<p><b>LIQUIDATED DAMAGES</b>            The Company reserves the right to instruct the clearing agents to clear shipments and arrange delivery to the site within the stipulated period of 5 days from the date of arrival of consignment at CFS. In the event of any delay, 10% of the Service Charges per day will be deducted from the clearing agent's 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 Assistant General Manager (Materials), UDUPI COCHIN SHIPYARD limited regarding delays shall be final and binding on the clearing agents.</p>

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15	<b>TERMINATION</b>
i	UDUPI 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 UDUPI 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).
ii	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, UDUPI 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.
iii	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 UCSL and may lead to termination of contract.
iv	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 UCSL 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 UCSL.
	c. Bills from CHA pending payment from UCSL 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 UCSL
16	<b>ARBITRATION</b> 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, UDUPI 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.
17	<b>PRE CONTRACT INTEGRITY PACT:</b> All the bidders are requested to sign the Pre-contract Integrity Pact as per the attached format and same duly signed to be submitted along with the offer. On receipt of Order the firm has to submit the integrity pact duly signed and stamped.
18	<b>JURISDICTION LAW GOVERNING THE CONTRACT</b> 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.
19	The Work Order placed on Freight forwarder/contractor will be binding to the Indian Contract Act.
20	HSN code and GST details should be furnished.
21	<b>Grievance Redressal Committee:</b> As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), UDUPI 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)

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22	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 UDUPI 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	Necessary dispatch documents for clearance shall be arranged by UCSL. In case the freight forwarder agent is not identifiable, the same need to be informed to UCSL in advance to check with the supplier & obtain necessary information.
iii	The clearing agents on receiving information from Port authorities or the authorized office of UCSL 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.
iv	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 UDUPI COCHIN SHIPYARD Limited.
v	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 there to 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 UDUPI 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 UCSL within one week of with the appropriate authorities.
vi	The clearance instructions shall be issued by The Assistant General Manager (Materials) or his authorized officer of UDUPI 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 UDUPI 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 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 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 Rail, Port up to the point of destination within the shortest possible time, as specified in the instructions from the authorized officer of UDUPI COCHIN SHIPYARD Limited.
vii	The entire operation shall also comply with all safety rules, regulations and other applicable general terms & conditions as per UCSL website.
23	PAYMENT OF CARTAGE CHARGES/OVERTIME
i	i) It shall be the responsibility of the clearing agents to provide sufficient number of labourers and handling equipments for loading and unloading of goods in a careful manner.

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ii	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 on production of necessary receipts. Under no circumstances, hiring of cranes/forklifts shall be resorted to the clearing agents, before ascertaining from the authorized officer of UDUPI COCHIN SHIPYARD Limited in writing that the departmental cranes/forklifts are not available for unloading the packages within the shipyard premises.
iii	iii) The inbound cargo is to be positioned at UCSSL during the normal working hours in line with UCSSL 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 UCSSL.
24	<b>DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER</b> 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.
25	The bidder shall be operating at Chennai area for a period of minimum 5 years and have undertaken clearance in the past for large Public and Private Undertakings. The firm must be holding a valid Customs clearance License. The validity of License should cover the period of contract with UCSSL. Documentary proofs for all to be submitted along with technical bid.
26	The bidders should have full-fledged office with adequate operating staff, at Chennai office, and should have minimum one staff with valid G card issued by customs, working with them and the validity of the card should cover the period of contract with UCSSL. Proof to be submitted along with technical bid.
27	The firm must have a turnover of minimum Rs.50.00 lakhs In each year for the last 3 years, Profit & Loss a/c of the company or IT report to be submitted with technical bid.
28	The bidders should not be terminated/ blacklisted by any of Public Sector Undertaking /Govt organization for the last 2 years for clearing contract.
29	The firm should be operating at Chennai for the last 5 years Documentary evidence to prove having undertaken clearance in the past for large Public and Private Undertakings.
30	<b>DEMMURAGE/DETENTION CHARGES</b> 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 UDUPI COCHIN SHIPYARD Limited, for completion of customs and Port formalities. UDUPI COCHIN SHIPYARD shall issue the copy of relevant documents/information in advance and the original documents shall be handed over on or before the arrival of containers at Cochin Port.
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, UCSSL DLB and Port Cargo Laborer, lighters in Port limits and surroundings affecting the performance, hartals etc. in general which affect handling operations and/or movements of materials.
v	Incorrect/Insufficient documentation submitted by UCSSL
vi	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 UCSSL with supporting documents UCSSL, based on the merit of the case shall arrange for payments to be issued to respective CHA's.

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vii	<p>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 UDUPI COCHIN SHIPYARD due to reasons beyond UCSL'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.</p> <p>However, the clearing agent shall, as far as possible, clear the consignments and delivered to UCSL within 5 days from the date of arrival of containers at Chennai Port/submission of original documents whichever is earliest. 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 &amp; volume as and when clearance is completed</p>
viii	<p>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 UCSL. 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 UDUPI 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 UDUPI COCHIN SHIPYARD for processing the claims.</p>
ix	<p>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.</p>
31	<p><b>HANDLING OF MATERIALS</b> The following may be noted for handling of materials:</p>
a	<p>Crane hire charges for handling the consignments at all points at Port will be paid extra to the clearing agents at actual on production of receipts for crane hire charges issued by the Port Authority.</p>
b	<p>Crane for unloading and stacking of consignments within the Shipyard premises at all points will be provided free of cost by UDUPI COCHIN SHIPYARD Limited to the clearing agents.</p>
c	<p>Overtime charges paid to the Customs and Port, 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 UDUPI COCHIN SHIPYARD Limited.</p>
32	<p><b>WORKING HOURS</b> 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 UDUPI COCHIN SHIPYARD Limited.</p>
33	<p><b>CLEARANCE LOCATION</b> The sea port at Chennai is ICTT Vallarpadom/Cochin Port Authority,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),</p> <p>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.</p>
34	<p><b>SUBLETTING OF THE CONTRACT</b> The clearing agents shall not sublet the contract, transfer or assign the contract or any part thereof without the previous written approval of The Assistant General Manager (Materials), UDUPI COCHIN SHIPYARD Limited. However, for Visakhapatnam sector subletting is permitted.</p>

Sl.No	Description
35	<p><b>DESPATCH/DELIVERY</b> The clearing agents are required to effect dispatch of the cargoes after clearance from Docks either by road, sea or rail, as directed by the authorized officer of Cochin Shipyard.</p>
36	<p><b>WAGONS FOR DESPATCH</b> 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.</p>
37	<p><b>FINALIZATION OF BILL OF ENTRY</b> 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 Assistant General Manager (Materials), UDUPI COCHIN SHIPYARD Limited. A weekly statement showing the Bill of Entry for finalization pending with reasons shall also be submitted to The Assistant General Manager (Materials). The Assistant 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.</p>
38	<p><b>REFUND CLAIM</b> 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.</p>
39	<p><b>COMPENSATION UNDER WORKMEN COMPENSATION</b> 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 UDUPI COCHIN SHIPYARD Limited and no compensation will be paid in this respect by the Cochin Shipyard.</p>
40	<p><b>MANPOWER</b> It shall be the responsibility of the clearing agents to provide sufficient number of laborers 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.</p>
41	<p><b>AGREEMENT</b> 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 UCSSL.</p>
42	<p><b>ESCALATION</b> UCSSL 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</p>

Sl.No	Description
43	GENERAL
a	<p>The clearing agents shall abide by all instructions that may be given to them from time to time by The Assistant General Manager (Materials), UDUPI 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 UDUPI 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.</p> <p>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 Assistant General Manager (Materials), UDUPI 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 UDUPI 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 Assistant General Manager (Materials), UDUPI COCHIN SHIPYARD Limited and shall be final and binding on the clearing agents.</p>
b	<p>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/MOV as the case may be.</p>
c	<p>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.</p>
d	<p>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.</p>
e	<p>The responsibility for submission of tender in time, rests strictly on the intending bidders.</p>
f	<p>The Deputy General Manager (Materials), UDUPI COCHIN SHIPYARD Limited does not bind himself to accept the lowest or any tender or to give reasons for his decision.</p>
g	<p>The bidder should have a clear idea about the route of transportation of the vehicle carrying the containers from Cochin port to UCSL.</p>
h	<p>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.</p>
i	<p>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.</p>
j	<p>The Vehicle coming inside UCSL to obey the rules of UCSL and should have all valid documents. General conduct of staff to be ensured.</p>
k	<p>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)</p>
l	<p>Documentary evidence to prove having undertaken clearance in the past for large Public and Private Undertakings. (Copy of Work order to be submitted)</p>
m	<p>Proof of financial capability and stability to undertake large contracts.</p>

Sl.No	Description
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 UCSL)
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 accoplces 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 UDUPI COCHIN SHIPYARD Limited are applicable to this tender.
44	The terms & conditions herein are pertaining to the Customs rules & regulations as prevailing now and any changes will be mutually discussed at that point of time
45	MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at UCSL website (www.cochinshipyard.com) under the Tenders tab for further reference. Valid Udyam Aadhar Certificate to be submitted if available
46	SPECIAL PRIVILEGES FOR MICRO & SMALL ENTERPRISES (MSEs) as per Public procurement Policy for MSEs order 2012 A. The following benefits are extended for all Micro and Small Enterprises (MSEs) holding a valid Entrepreneurs Memorandum (EM) Part II certificate or Udyog Aadhar certificate and who have declared their Udyog Aadhar Memorandum (UAM) number in Central Public Procurement Portal (CPPP). i) Tender forms shall be issued free of cost. ii) Payment of Earnest money Deposit (EMD) is exempted.

## PRICE FORMAT (FROM COCHIN SEAPORT TO WAREHOUSES IN UCSL)

UDUPI COCHIN SHIPYARD LIMITED						
Schedule for Rates						
GST %.....						
Sl.No	Description	Type of container	(a) Estimated No.of Containers Nos	(b) Rate per Container Rs	(c) GST Rs c= a x b x tax%	(d) Total Amount (d=( a x b)+c ) Rs
A	Transportation of container loads from Cochin Seaport and destuffing at UCSL Bonded stores/premises					
i	<b>Charges for transportation of 20' container load for machinery/packages etc. except paint/insulation material to UCSL transporting, loading and handing over the empty containers .</b>	20 feet Container by road	60			
ii	Charges for transportation of 40' container load for machinery/packages etc. except paint/insulation material to UCSL transporting, loading and handing over the empty containers .	40 feet Container by road	26			
iii	Charges for transporting each container through Flat Rack open top container to UCSL transporting, loading and handing over the empty containers . .	20 feet Container	4			
		40 feet Container	4			
iv	Charges for transporting of high cube container stacked with over high packages/ ODC packages etc., to UCSL transporting, loading and handing over the empty containers ..	20 feet Container	3			
		40 feet Container	3			
v	Charges for transporting of high cube container stacked with over high packages/ ODC packages etc with low bed trailers to UCSL transporting, loading and handing over the empty containers .	20 feet Container	8			
		40 feet Container	2			
viii	Bill of entry charges per Consignment	Estimated No. of Consignments:	110			
	Grand Total					

Lowest Bidder Methodology: Each line item in A(i to viii) will be multiplied to get the total in column c i.e.  $c=axb$ . The sum of all line items from A(i) to A(viii) of column c will be calculated and the bidder who is lowest in the sum total of all the line items together will be the lowest bidder.

Note:

1. All the rates from A(i) to A(viii) to be mandatorily quoted by bidders and in case any of line item is not quoted then the offer will be rejected.
2. Copy of unpriced bid (Put "X" mark wherever quoted and "NQ" wherever not quoted.-Price bid without price to be submitted along with the techno-commercial bid.
3. The bidders are requested to quote rates as per the above format. In case the price bid is not as per UCSL format then the price bid submitted is liable to be rejected

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Name Designation Company

Company  
Seal

CHECK LISTMANDATORY CRITERIA TO BE FULFILLED FOR CONSIDERING THE TENDER

Sl No.	Criteria to be fulfilled	Mandatory Requirement	Yes/No*
1	UCSL Vendor Code (If available)		
2	Willingness to accept annual rate contract for clearance & transportation of FCL cargo in all respect as per the technical details published herewith and complying to the Terms & Conditions of contract.	Mandatory Requirement	
3	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 UCSL)	copies of three valid G-Card holders	
4	Address of your established office in Cochin with year of establishment. (Acceptance is subject to Verification by UCSL team)	Proof of the address	
5	Quoted for all line items in the price bid	Copy of un-priced bid	
6	Your turn over shall be minimum of Rs.50.00 lakhs In each year for the last 3 years.	Profit & Loss a/c of the company or IT returns report to be submitted	
7	Have you been operating at Cochin area for a period of 5 years?.	Copy of Customs License	
8	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	
9	Whether your firm is holding a Valid Customs clearance License. The validity of License should cover the period of contract with UCSL.	(copy of License to be submitted)	
10	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)	
11	Submission of Tender in Two Bid Format	Mandatory Requirement	
12	Validity of Offer: Rates quoted should be valid for acceptance for a period of 4 months (120 days) from the date of opening of technical bid	Mandatory Requirement	

NB: 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.

13	Earnest Money Deposit(EMD) of Rs 50,000/- EMD remitted directly in UCSL Current account and Receipt/ UTR No to be submitted along with Technical Bid. Beneficiaries Name: UDUPI COCHIN SHIPYARD Ltd UCSL Current account no: 10319928321 Bank: State Bank of India IFSC Code: SBIN0003229	(Receipt/ UTR No to be submitted)	
14	Acceptance to UCSL Payment Term	Mandatory Requirement	
15	Acceptance to UCSL Security Deposit Clause	Mandatory Requirement	
16	Acceptance to Termination Clause	Mandatory Requirement	
17	Acceptance to Parallel Contracts and Part Order	Mandatory Requirement	
18	Acceptance to Jurisdiction/Arbitration Clause	Mandatory Requirement	
19	Do you have own transportation facility or having MOU with lorry operators.(if available)	Copy to submit	
20	NAME AND ADDRESS OF THE SUPPLIER:  PHONE NUMBER: MOBILE NUMBER: E-MAIL ID:		

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:

NB: 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.

AGREEMENT No-----

Dt-----

Articles of agreement executed this ---- day of -----two thousand-----  
between THE ASSISTANT GENERAL MANAGER (MATERIALS DEPARTMENT) COCHIN SHIPYARD LIMITED, COCHIN-15 acting for and on behalf of UDUPI COCHIN SHIPYARD Limited, Cochin-15 (hereinafter called the "UDUPI COCHIN SHIPYARD Limited") of the one part and M/s. -----  
----- (hereinafter called "CONTRACTOR") of the other part.

Whereas the contractor has submitted the quotation for the work of -----  
-----vide his quotation (offer No.)----- Dated -----  
----- and subsequent letter ----- (clarification letters if any) -----.

AND WHEREAS UDUPI COCHIN SHIPYARD Limited, have been pleased to accept the said quotation as clarified by the subsequent letter and the terms and conditions of (work order No-----dated-----).

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 UDUPI 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 UDUPI 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 UDUPI COCHIN SHIPYARD Limited under or by virtue of this contract it shall be lawful for UDUPI COCHIN SHIPYARD Limited from and out of any money for the time being payable or owing to the contractor from UDUPI COCHIN SHIPYARD Limited , under or by virtue of this contract or otherwise to pay and reimburse to UDUPI 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.
3. All expenses and damages caused to UDUPI COCHIN SHIPYARD Limited by any breach of all or any of the terms of this contract by the contractor shall be paid by the contractor to UDUPI COCHIN SHIPYARD Limited and may be recovered from him.  
The quotation No. (Offer No.)----- and subsequent letter (clarification letters if any)-----dt-----and the terms and conditions of the work order number -----attached form an integral part of this agreemen

In witness where of the parties here to have been here unto set their hands the day and year first above written.

Signed sealed and delivered by

Acting for on behalf of UDUPI COCHIN SHIPYARD

Limited In the presence of

Witness: 1.

2.

(Signed Sealed and Delivered by)

(The name and address of the Contractor)

Witness: 1.

2.

**PRE CONTRACT INTEGRITY PACT UDUPI**

**COCHIN SHIPYARD LIMITED**

**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of ....., between UDUPI COCHIN SHIPYARD Ltd (UCSL), A Government of

India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Cochin, Kerala, India (hereinafter called the “PRINCIPAL”) of the First part and M/s..... (hereinafter called the “BIDDER/Seller”) of the second part.

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

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

**NOW, THEREFORE,**

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

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

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

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

**Commitments of the PRINCIPAL**

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

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

## **2. Commitments of BIDDERS**

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

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

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

- 2.5** The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 2.6** The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 2.7** The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 2.8** The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.9** The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 2.10** The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 2.11** The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 2.12** If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.
- The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.
- 2.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

### **3. Previous Transgression**

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

### **4. Earnest Money (Security Deposit)**

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

### **6 Sanctions for Violations**

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

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

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

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

## **7 Fall Clause**

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

## **8 Independent Monitor**

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

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

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

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

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

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

## **9 Facilitation of Investigation**

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

## **10 Law and Place of Jurisdiction**

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

## **11 Other Legal Actions**

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

**12 Validity**

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

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

**13** The parties hereby sign this Integrity Pact at .....on .....

For & on behalf of PRINCIPAL  
UDUPI COCHIN SHIPYARD Limited  
(Office Seal)

For & on behalf of BIDDER  
(Office Seal)

Witness

Witness

1.....

1.....

2.....

2.....

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

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

Date: .....

To,  
DGM MATERIALS UDUPI  
COCHIN SHIPYARD LTD  
COCHIN -576103

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No/ID: .....

Name of Tender / Work: -

.....

.....

Dear Sir,

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

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

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

3. The corrigendum(s) issued from time to time by your department/ organizations 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)

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/WARRANTY GUARANTEE

To

UDUPI COCHIN SHIPYARD LTD  
(Formerly Tebma Shipyards Limited)  
MALPE HARBOUR COMPLEX, MALPE UDUPI- 576108.

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 UDUPI COCHIN SHIPYARD LTD (The Buyer- hereinafter called "**UCSL**") in the said contract that the supplier shall furnish UCSL 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 **UCSL**, on behalf of the Supplier up to a total of .....(a mount\* 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 **UCSL** 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.