

# 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 appointment of clearing agents for Clearance and Transportation of Imported LCL Consignments from Chennai Seaport/Airport Tamilnadu to Warehouses in UCSL Malpe/Hangarkatte, Udupi, Karnataka for a period of 2 years with a provision to extend for further 1 more year on mutual agreement basis, from 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/2024-25/129)

UCSL Tender Enquiry No:	UCSL/MAT/NPROJ/2024-25/129
DATE	20.08.2024
Title/ Description of Work	ANNUAL RATE CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED LCL CONSIGNMENTS FROM CHENNAI SEAPORT/AIRPORT TO WAREHOUSES IN UCSL
Title/ Description of Work	ANNUAL RATE CONTRACT FOR CLEARANCE AND TRANSPORTATION OF IMPORTED LCL CONSIGNMENTS FROM CHENNAI SEAPORT/AIRPORT TO WAREHOUSES IN UCSL
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	03.09.2024
Technical Bid Opening Date	03.09.2024

उडुपी 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:  
एस. नं. 377, पझमथूर गाँव  
पुकाथुरई पोस्ट, मदुरान्तकम तालुका  
कांचीपुरम - 603 116, तमिल नाडु, भारत ।

कॉर्पोरेट कार्यालय:  
माल्पे हार्बर कॉम्प्लेक्स, माल्पे  
उडुपी - 576 108, कर्नाटक, भारत ।

CIN: U27209TN1984GOI010994

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

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

GSTIN: 29AAACT1281B1ZO

Phone:  
+91 820 2538600  
Fax :  
+91 820 2538605

[www.tebma.co.in](http://www.tebma.co.in)

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)

ISO 9001:2015  
BUREAU VERITAS  
Certification



0008

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. Details of operation/Scope of work and qualification criteria of bidders - Annexure 1
2. General Terms and Conditions of procurement - Annexure 2
3. Bank Guarantee/Security Deposit Format- Annexure 3
4. Price bid format - Annexure 4
5. Check List - Annexure 5
6. Agreement format - Annexure 6
7. Tender Acceptance Letter - Annexure 7

For Udupi Cochin Shipyards Ltd,

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



DETAILS OF OPERATION/SCOPE OF WORK AND QUALIFICATION CRITERIA  
OF BIDDERS

1. DETAILS OF OPERATION

The Scope of Work includes Clearing and Transportation of Less than Container Load (Herein after referred as "LCL") & Air shipments from Chennai Seaport/airport Tamilnadu to Udupi Cochin Shipyard Ltd (UCSL) Malpe/Hangarkatte, Udupi, Karnataka. The transportation arrangement for Cargo during Clearance and post clearance till Delivery to UCSL, shall comply regulations applicable and as imposed by Customs/Local statutory authorities from time to time. Irrespective of mode of Clearance for Sea Cargo (DPD/RMS including/Excluding open Inspection), the quoted rates as per BOQ shall be firm/fixed.

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
- (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 Trust, 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 UCSL to collect the original/Copy documents for clearance activities on a daily basis.
- (n) CHA should be responsible for safe and careful handling of the consignments (Load contains critical equipment and spares which need to be handle with extreme care).

The tenderers may quote a lump sum rate per Bill of Entry for all the operations above. No extra charges for conveyance, opening, repacking and sealing of packages or any other incidental expenses will be paid. For every bill of lading, the clearing agents are required to prepare a separate bill of entry.

### 3. TYPE OF WORK

Obtaining delivery and dispatching materials from Port of Chennai by road to Udupi Cochin Shipyard Premises as per instructions from the authorized officers of Udupi Cochin Shipyard. The operations involve the following:

- a) Locating and tracing of packages
- b) Completion of shed formalities
- c) Steamer/Insurance surveys
- d) Arrangement for payment of Port Trust 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 Chennai port Trust 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 etc.(loading/unloading at UCSL premises will be UCSL scope)
- 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) Transportation of packages from the places where they are lying to the loading point for loading in trucks at Chennai and further to Udupi cochin shipyard Ltd Malpe stores in a closed dedicated vehicle.

Lump sum rate may be quoted for all operations per consignment for the following packages;

Upto 1000Kgs.(Max size 9ftx4.7ftx5ft)
Above 1000 kgs upto 3500Kgs. .(Max size 17ftx6.4ftx5.8ft)
Above 35000 kgs upto 6000Kgs. .(Max size 20ftx8ftx8ft)
Above 6000 kgs upto 8000Kgs. .(Max size 32ftx8ftx9ft)

### 4. 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. 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.



- 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 Udupi 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 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 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 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 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 Cochin Shipyard Limited.
- vi. The entire operation shall also comply with all safety rules, regulations and other applicable general terms & conditions as per UCSL website.

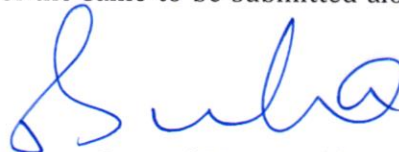
## 5. HANDLING OF MATERIALS

The following may be noted for handling of materials:

- a. 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 Trust. Handable cargo has been defined as individual packages weighing upto 350 kg and crane hire charges shall be paid only for packages weighing above 350 kg.
- b. 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.
- c. 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 Cochin Shipyard Limited.

## QUALIFICATION CRITERIA OF BIDDERS

1. The bidder should have a valid CHA License. The contract period starts from Sept 2024 and hence the validity of the License should be beyond sept 2024 and incase the validity of License expire during the tenure of the contract, the proof of submission of extension of License to statutory authorities to be submitted to UCSL.
2. The firm should have at least one staff with valid G/F card issued by Chennai customs. The G/F Card should be issued in the name of the bidding firm and the validity of the card should cover the period of contract with UCSL.
3. The turnover of the bidder firm should be minimum of Rs.50 Lakhs for last 3 financial years (i.e.2021-2022, 2022-2023 & 2023-2024). Copy of profit & loss statement duly signed by Chartered Accountant should be submitted as proof of the same.
4. The bidding firm should have an experience of 5 years including activities as CHA. Copy of license of CHA will be taken as proof of the same.
5. GST registration is mandatory and the copy of the same to be submitted along with tender documents.



Assistant General Manager (Materials)



GENERAL TERMS & CONDITIONS1) PERIOD OF CONTRACT

The Contract, if awarded, shall remain in force for a period of two years starting from 01 Aug 2024. This period is likely to be extended for a further period of one more year, if seems necessary, at the time of expiry of the first two years on mutually agreeable basis with same rates, terms and conditions.

2) PAYMENT TERMS

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

The following records should be maintained by the clearing agents for scrutiny by The Assistant General Manager (Materials), Udupi 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.

3) GST

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.

4) PAYMENT OF THIRD PARTY BILLS

All the Third Party bills related to the consignment under clearance will be paid extra at actuals against documentary proof.

Udupi Cochin Shipyard Ltd. will arrange to pay in advance the steamer agent/liner bills/demurrage charges due to delay from UCSL 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 Chennai Sea port/air 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 will be paid by UCSL directly to Customs authorities.

5) PAYMENT OF CARTAGE CHARGES/OVERTIME

- i) It shall be the responsibility of the clearing agents to coordinate with CFS for sufficient number of laborers and handling equipment's for loading of goods in a careful manner.

#### 6) 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 Udupi Cochin Shipyard Limited, for completion of customs and Port formalities. 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, UCSL DLB and Port Cargo Labour, 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 UCSL.
- vi. Delay in remitting the customs duty from UCSL.
- vii. Free detention/Halting Charges upto 24 hours at UCSL. Detention/Halting charges after 24 hours shall be quoted separately and it shall not be considered for arriving lowest bidder.

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 UCSL with supporting documents UCSL, 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 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. However, the clearing agent shall, as far as possible, clear the consignments and delivered to UCSL within 5 days of receipt of the original documents from UCSL (subject to shipment arrival at CFS). However, copy documents will be forwarded to CHA well in advance. CHAs shall not wait for clubbing of consignments and shall position all cargoes irrespective of size, weight & volume as and when clearance is completed.

When a consignment is landed in damaged condition from the 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 Cochin Shipyard for processing the claims.

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.

7) SECURITY DEPOSIT/PERFORMANCE BANK GUARANTEE

The contractor in whose favor the tender is decided will have to deposit Rs. 2,00,000/- (Two Lakhs) as security deposit with Udupi Cochin Shipyard Limited, Malpe, Udupi, Karnataka before commencing the work. Security Deposit can be furnished in the form of Bank Guarantee from a Nationalized Bank valid initially for 24 months from the date of issue of the work order and subsequently for the entire period of the contract. The Initial Payment will be released only after the receipt of Security Deposit/PBG.

8) LIQUIDATED DAMAGES

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 submission of original documents from UCSL (subject to shipment arrival at CFS). 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 Assistant General Manager (Materials), Udupi Cochin Shipyard Limited regarding delays shall be final and binding on the clearing agents.

9) DOCUMENTS TO BE SUBMITTED ALONG WITH THE OFFER

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

10) BID SUBMISSION:

The Bidders will submit their bid online on the GePNIC portal in the following manner after examining the documents/conditions etc.

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

1. Un-priced bid (i.e. price bid without price). All bidders are requested to put "QUOTED" wherever quoted and "NOT QUOTED" wherever not quoted.
2. Copy of all documents as mentioned in Annex V.
3. Technical Bid.
4. Deviation list, if any

**PRICE PART**

Price part should be submitted online in BOQ (Excel Format). Price should be quoted separately for each item shown in the format. All line items are mandatory and if any line item is not quoted then the price bid will be rejected without further notice.

**11) TENDER EVALUATION (L1 Methodology)**

The chargeable weight indicated in the Bill of Lading/Airwaybill will be taken for payment purpose.

Based on our past experience the following are numbers of consignments expected in UCSL during the two years i.e. from 15 Sept 2024 to 15 sept 2026.

Sl No	Weight Category	No. of consignments
i	Upto 1000Kgs.(Max size 9ftx4.7ftx5ft)	25
ii	Above 1000 kgs upto 3500Kgs. .(Max size 17ftx6.4ftx5.8ft)	25
iii	Above 35000 kgs upto 6000Kgs. .(Max size 20ftx8ftx8ft)	18
iv	Above 6000 kgs upto 8000Kgs. .(Max size 32ftx8ftx9ft)	12
v	Total number of Bill of Entry expected	80

Lowest bidder will be arrived by multiplying the rate quoted by the bidders against each line item by the No. of consignment indicated above plus the Bill of entry charges for 80 Numbers. Thereafter the sum total of all the above line items will be calculated and the bidder who is the overall lowest in the sum total (i to v) will be considered as L1 against the tender.

Free detention/Halting Charges upto 24 hours at UCSL. Detention/Halting charges after 24 hours shall be quoted separately and it shall not be considered for arriving lowest bidder.

The above details are just the indications of the consignments expected in UCSL during 01 Sept 2024 to 31Aug 2026. The actual number of consignment expected during next two years may vary (up or down) depending upon UCSL projects requirements and firms have no claim on the assurance of minimum/maximum number of consignments in each category basis.

**12) 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.

**13) VOLUME OF WORK**

Considering UCSL nature of business, the import cargo volumes could vary across the period of contract. Hence no definite volume of work could be assured to 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 even by calling fresh tenders and/or by negotiating and appointing some other clearing agents accordingly. UCSL also retains full discretion to allocate work amongst the clearing agents and to appoint any other clearing agents for service referred to in the contract to meet an emergency, if the authorized officer of UCSL (whose decision shall be final) is convinced that the clearing agents are not in a position to render specialized services within the period in which such services are required.

The mere mention of any item of work in this contract does not by itself, confer a right on the clearing agent to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to them.

14) RIGHTS TO ENTER INTO PARALLEL CONTRACTS

- i. The Company reserves the right to get the entire quantity of machineries and equipment's 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 Cochin Shipyard is of the opinion that the contractor is not/would not be in a position to render satisfactory service.
- ii. 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.

15) 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 Assistant General Manager (Materials), Cochin Shipyard Limited.

16) 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.

17) 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 Bangalore, India. This contract shall be governed by the Law of India for the time being in force.

## 18) TERMINATION

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).

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.

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.

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.

## 19) DESPATCH/DELIVERY

The clearing agents are required to effect dispatch of the cargoes after clearance from Docks either by road, as directed by the authorized officer of Udupi Cochin Shipyard.

## 20) FINALIZATION OF BILL OF ENTRY

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

## 21) 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.

22) 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 Udupi Cochin Shipyard Limited and no compensation will be paid in this respect by the Cochin Shipyard.

23) MANPOWER

It shall be the responsibility of the clearing agents to coordinate with CFS for sufficient number of laborers for loading.

24) AGREEMENT

In case of an award of Contract the firm shall execute an agreement in a Rs.200/- stamp paper on receipt of work order within 15 days in the format given by UCSL.

25) ESCALATION

UCSL 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.

26) MSEs, STARTUPS AND MAKE IN INDIA

Local Suppliers (Make In India), MSME firms and Start-ups 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](http://www.cochinshipyard.com)) under the Tenders tab for further reference.

27) GENERAL

- a. 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. 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.

- 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 Assistant 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.
- g. The bidder should have a clear idea about the route of transportation of the vehicle from Chennai port to UCSL.
- 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 UCSL to obey the rules of UCSL 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 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 accomplices with all applicable legal/statutory requirements related to occupational health, safety and environmental effective in the state of Kerala.
- r. It is the role 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.

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

Assistant General Manager (Material)

## 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.



**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 **UCSL** 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: .....

\*An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars I Indian Rupees/Other Currency.

PRICE BID FORMAT

CLEARANCE AND TRANSPORTATION OF IMPORTED LCL CONSIGNMENTS FROM CHENNAI SEAPORT  
TO WAREHOUSES IN UDUPI COCHIN SHIPYARD LTD

Tender Enquiry No: UCSL/MAT/NPROJ/2024-25/129

Sl.No.	Description	Estimated Quantity	Unit rate	Total rate
1	Bill of Entry charges	80		
2	Upto 1000Kgs. (Max size 9ftx4.7ftx5ft)	25		
3	Above 1000 kgs upto 3500Kgs. (Max size 17ftx6.4ftx5.8ft)	25		
4	Above 35000 kgs upto 6000Kgs. (Max size 20ftx8ftx8ft)	18		
5	Above 6000 kgs upto 8000Kgs. (Max size 32ftx8ftx9ft)	12		

Lowest bidder will be arrived by multiplying the rate quoted by the bidders against each line item by the No. of consignment indicated above. Thereafter the sum total of all the above line items will be calculated and the bidder who is the overall lowest in the sum total (1 to 5) will be considered as L1 against the tender

NB: Unpriced Bid has to be submitted along with the technical bid mentioning 'Quoted' or 'Not-Quoted' and duly sealed and signed

GST extra as applicable as per rules shall be paid

Third party charges (liner/DO charges, port dues, CFS charges) will be reimbursed by UCSL against the actual bill. Rates quoted should include transportation till UCSL stores

Name and Address of the Supplier:

Phone Number:

E-mai id:



CHECK LISTMANDATORY 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	Address of your established office in Chennai with year of establishment.	Proof of the address (Mandatory)	
2	GST Registration Certificate	Copy to submit (Mandatory)	
3	Have you been operating at Chennai area for a period of last 5 years?	Proof to be submitted (Mandatory)	
4	The turnover of the bidder firm should be minimum of Rs.50 Lakhs for last 3 financial years (i.e.2020-21, 2021-2022 & 2022-2023). Copy of profit & loss statement duly signed by Chartered Accountant should be submitted as proof of the same.	Copy to submit (Mandatory)	
5	The bidder should have a valid CHA License. The contract period starts from Aug 2024 and hence the validity of the License should be beyond Aug 2024 and incase the validity of License expire during the tenure of the contract, the proof of submission of extension of License to statutory authorities to be submitted to UCSL.	Mandatory Requirement	
6	Do you have own transportation facility or having MOU with lorry operators.	Copy to submit	
7	The bidders should not be terminated/blacklisted by any of Public Sector Undertaking/Govt. organization for the last 2 years for clearing contract.(Self declaration letter to be submitted)	Mandatory Requirement	
8	Willingness to accept Annual Rate Contract for clearance in all respect as per the technical details published herewith and complying to the Terms & Conditions of contract.	Mandatory Requirement	
9	Agreement to UCSL Payment Term	Mandatory Requirement	

10	Agreement to UCSL Security Deposit Clause	Mandatory Requirement	
11	Agreement to UCSL LD Clause	Mandatory Requirement	
12	Agreement to Termination Clause	Mandatory Requirement	
13	Agreement to Parallel Contracts	Mandatory Requirement	
14	Agreement to Jurisdiction/Arbitration Clause	Mandatory Requirement	
15	Submission of Tender in Two Bid Format	Mandatory Requirement	
16	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	
17	NAME AND ADDRESS OF THE SUPPLIER: PHONE NUMBER: MOBILE NUMBER: E-MAIL ID:		

\*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:



AGREEMENT No-----

Dt-----

Articles of agreement executed this --- day of -----two thousand ----- between THE ASSISTANT GENERAL MANAGER (MATERIALS DEPARTMENT) UDUPI COCHIN SHIPYARD LIMITED, acting for and on behalf of Udupi Cochin Shipyard Limited, (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 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 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 agreement.

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.



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

Date: .....

To,  
AGM MATERIALS  
UDUPI COCHIN  
SHIPYARD LTD

Sub: Acceptance of Terms &amp; 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)