# **UDUPI COCHIN SHIPYARD LIMITED**

(Formerly Tebma Shipyards Limited)



Date: 17.10.2023

# 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 <u>TWO BID SYSTEM</u> two separate covers as 'Part- I Techno-commercial' and 'Part- II Price' - both enclosed in the single envelope, for the supply of following materials 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 (<u>sony.clement@udupicsl.com</u>, <u>purchase@udupicsl.com</u> / <u>ganesh.a@udupicsl.com</u> ) 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/2023-24/563)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSL/MAT/2023-24/563	17.10.2023	23.10.2023, 15:00:00	23.10.2023, 15:30:00

SI No	PR No	Material Description	Qty	Uom	Required Date
1	1750000243/265	MS ERW PIPE IS1239 P-I, 150NB CLASS C (5.4mm)	552.00	Mtr	
2	1750000243	MS ERW PIPE IS1239 P-I, 125NB CLASS C (5.4mm)	48.00	Mtr	
3	1750000243	MS ERW PIPE IS1239 P-I, 100NB CLASS C (5.4mm)	528.00	Mtr	Within 3 to 4weeks from
4	1750000243	MS ERW PIPE IS1239 P-I, 80NB CLASS C (4.8mm)	168.00	Mtr	the date PO
5	1750000244	ASTM 16.9 A234 WPBW MS BEND 150NB SCH40 90DEG LONG RADIUS IS1239 P-II	8.00	NOS	
6	1750000244	ASTM 16.9 A234 WPBW MS BEND 125NB SCH40 90DEG LONG RADIUS IS1239 P-II	8.00	NOS	

7	1750000244	ASTM 16.9 A234 WPBW MS BEND 100NB SCH40 90DEG LONG RADIUS IS1239 P-II	20.00	NOS
8	1750000244	ASTM 16.9 A234 WPBW MS BEND 80NB SCH40 90DEG LONG RADIUS IS1239 P-II	20.00	NOS
9	1750000244	125NB PN10 EN1092-1 DIN CS SLIPON FLANGE	25.00	NOS
10	1750000244	100NB PN10 EN1092-1 DIN CS SLIPON FLANGE	270.00	NOS
11	1750000244	80NB PN10 EN1092-1 DIN CS SLIPON FLANGE	85.00	NOS
12	1750000244	ASTM 16.9 A234 WPBW MS TEE 100 X 100 X 80 N IS1239 P-II	18.00	NOS
13	1750000265	150NB PN10 EN1092-1 DIN CS SLIPON FLANGE	270.00	NOS

In case of any queries, please contact: Mr. Sony Clement - AGM (Materials), Ganesh Acharya - Manager (Materials) Mobile No. 861815492, Email: <u>sony.clement@udupicsl.com</u>, <u>ganesh.a@udupicsl.com</u>, <u>purchase@udupicsl.com</u>,

## Enclosures:

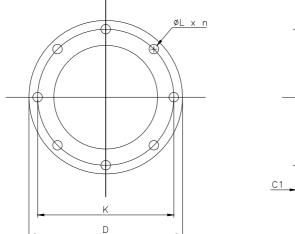
- 1. General Terms and Conditions of procurement Annexure 2
- 2. Price bid format Annexure 3

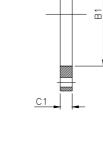
For Udupi Cochin Shipyard Ltd,

Authorized Signatory स्रोणि क्लेमेन्ट टी एम SONY CLEMENT T M सहाक स्टाफ्क/ASSISTANT GENERAL MA उड्रुपि कोचीन शिपयार्ड लिमि UDUPI COCHIN SHIPYARD LIMI NICU, कर्नाटक/MALPE, KARNATAKA-576 1.08

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	user cocket BERFYARE LIMITED email : info.tsl@udu	hone:+91 820 2508 100, Fax:+91 820 2508 10 upicsl.com website: www.udupicsl.com	5, TI <sup>-</sup>	TLE	FLANGE			
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SLIP ON FLANGE EN1092-1 TYPE 01 FLAT FACE PN6





DIMENSIONS OF PN 6 FLANGES									
DN		MATING DI	MENSIONS		BORE DIAMETER	FLANGE THICKNESS			
DN	OUTSIDE DIAMETER D	DIAMETER OF BOLT CIRCLE K	DIAMETER OF BOLT HOLE L	NUMBER OF BOLTS n	B1	Cl			
10	75	50	11	4	18.0	12			
15	80	55	11	4	22.0	12			
20	90	65	11	4	27.5	14			
25	100	75	11	4	34.5	14			
32	120	90	14	4	43.5	16			
40	130	100	14	4	49.5	16			
50	140	110	14	4	61.5	16			
65	160	130	14	4	77.5	16			
80	190	150	18	4	90.5	18			
100	210	170	18	4	116	18			
125	240	200	18	8	141.5	20			
150	265	225	18	8	170.5	20			
200	320	280	18	8	221.5	22			
250	375	335	18	12	276.5	24			
300	440	395	22	12	327.5	24			
350	490	445	22	12	359.5	26			
400	540	495	22	16	411	28			
450	595	550	22	16	462	30			
500	645	600	22	20	513.5	30			

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NOTE: 1. All dimensions are in mm, unless otherwise

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UDUPI COCHIN SHIPYARD LTD.

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- All dimensions are in mm, unless otherwise specified
   The Dimensions are based on dimensional standard 'EN1092-1 Type 01 Flat face' PN6.
   For further information or clarifications, refer the above mentioned standard.
   For tolerances, refer the following table.

TOLERANCES								
DIMENSION	SIZE	TOLERANCE						
	≤ DN 100	+0.50						
BORE DIAMETER	> DN 100 ≤ DN 400	+1.00						
	> DN 400 ≤ DN 600	+1.50						
	≤ DN 150	± 2.0						
OUTSIDE DIAMETER	> DN 150 ≤ DN 500	± 3.0						
	≤ 18MM THICKNESS	+1.0 & -1.3						
FLANGE THICKNESS	> 18mm ≤ 50mm THICKNESS	± 1.5						
DIAMETER OF BOLT	BOLT SIZES M10 TO M24	± 1.0						
CIRCLE	BOLT SIZES M27 TO M45	± 1.5						

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Karnataka, India. Phone:+91 820 2508 100, Fax:+91 820 2508 105, email : info.tsl@udupicsl.com website: www.udupicsl.com					TITL	TITLE SLIPON FLANGE						L	
CLIENT CLIEN	Τ				E			E 01 FLAT F					
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В										UDUPI COCHIN SHIPYARD			
С	[			DIMENS	SIONS OF P	к D N 10 FLA	NGES	<u>C1</u>	]			C	
		DN	OUTSIDE DIAMETER D	MATING DI DIAMETER OF BOLT CIRCLE K	MENSIONS DIAMTER OF BOLT HOLE L	BOLTING NUMBER	BORE DIAMETER B1	FLANGE THICKNESS C1	NOTE: 1. All dimensions specified 2. The Dimension standard 'EN1 PN10.	ns are based	on dimensional		
$\rightarrow$	-	10	90	60	14	n 4	18.0	14	3. For further in refer the abo			$\left\{ \right.$	
		15	95	65	14	4	22.0	14	4. For tolerances	s, refer the f	ollowing table.		
		20 25	105 115	75 85	14	4	27.5 34.5	16		TOLERANCES	TOLERANCE		
		32	140	100	18	4	43.5	18		≤ DN 100	+0.50		
D		40	150	110	18	4	49.5	18	BORE DIAMETER	> DN 100 ≤ DN 400	+1.00		)
		50 65	165 185	125	18 18	4	61.5 77.5	20	-	> DN 400 ≤ DN 600	+1.50		
		80	200	145	18	8	90.5	20		≤ DN 150	± 2.0		
		100	220	180	18	8	116.0	22	OUTSIDE DIAMETER	> DN 150 ≤ DN 500	± 3.0		
		125	250	210	18	8	141.5	22	_	≤ 18MM THICKNESS	+1.0 & -1.3		
$\vdash$		150 200	285 340	240 295	22	8	170.5 221.5	24	- FLANGE THICKNESS	> 18mm ≤	L 15		$\neg$
		250	395	350	22	12	276.5	24	1	50mm THICKNESS	± 1.5		
		300	445	400	22	12	327.5	26	DIAMETER OF BOLT	BOLT SIZES M10 TO M24	± 1.0		
	-	350	505	460	22	16	359.5	30	CIRCLE	BOLT SIZES M27 TO M45	± 1.5		
E		400	565 615	515	26 26	16 20	411 462	32 36				E	-
		500	670	620	26	20	513.5	38	_				
			Corporate Of Karnataka, Ii	PI COCHI ffice: Malpe Harbour ndia. Phone:+91 820 sl@udupicsl.com wo	Complex, Malpe, 2508 100, Fax:+9	Udupi-576 108 1 820 2508 105	REV.	3/06/23 DATE	INITIAL IS DESCRIPTIC	N	NIS RM RM BY CHECK APF		
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UDUPI COCHIN SHIPYARD LTD.

SLIP ON FLANGE EN1092-1 TYPE 01 FLAT FACE PN16 ØL хn Ø Æ щ  $\mathcal{A}$ C1 Κ D DIMENSIONS OF PN 16 FLANGES NOTE: MATING DIMENSIONS FLANGE specified BORE DIAMETER THICKNESS DN 2. The Dimensions are based on dimensional B1 OUTSIDE DIAMETER OF DIAMTER OF BOLTING

C1DIAMETER D BOLT CIRCLE BOLT HOLE NUMBER Κ L n 18.0 22.0 27.5 34.5 43.5 49.5 61.5 8B 77.5 90.5 141.5 170.5 221.5 276.5 327.5 359.0 513.5 

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1. All dimensions are in mm, unless otherwise

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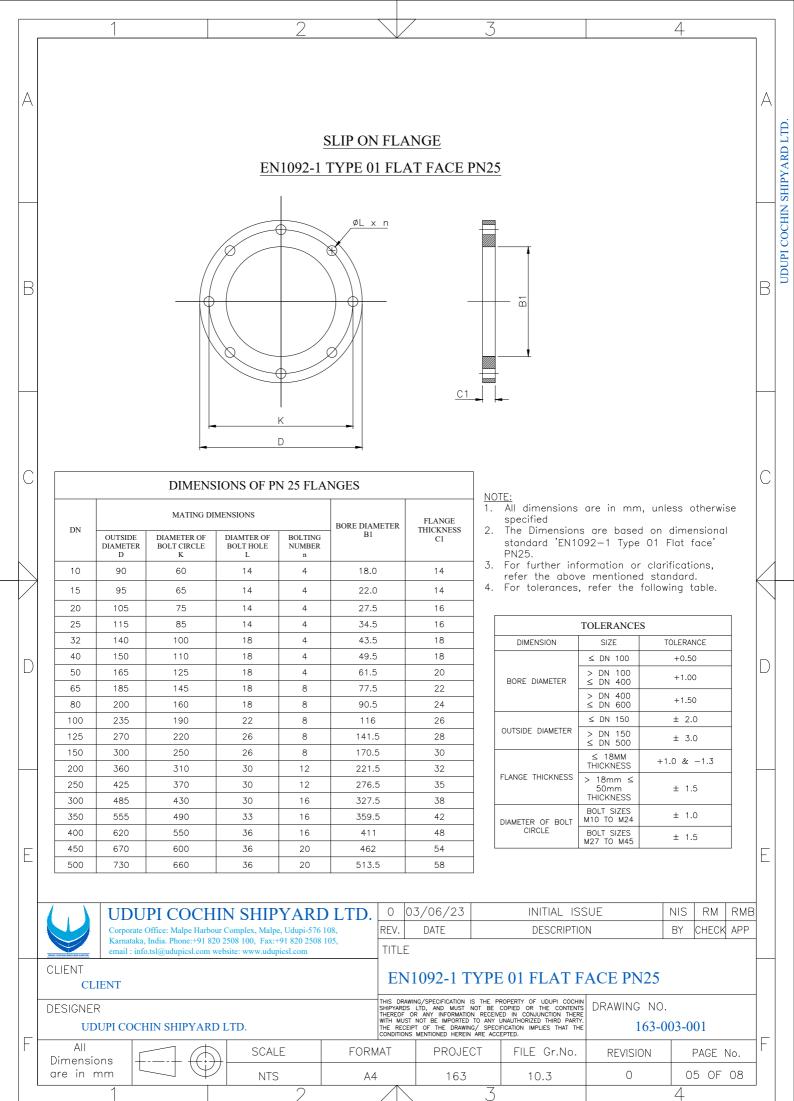
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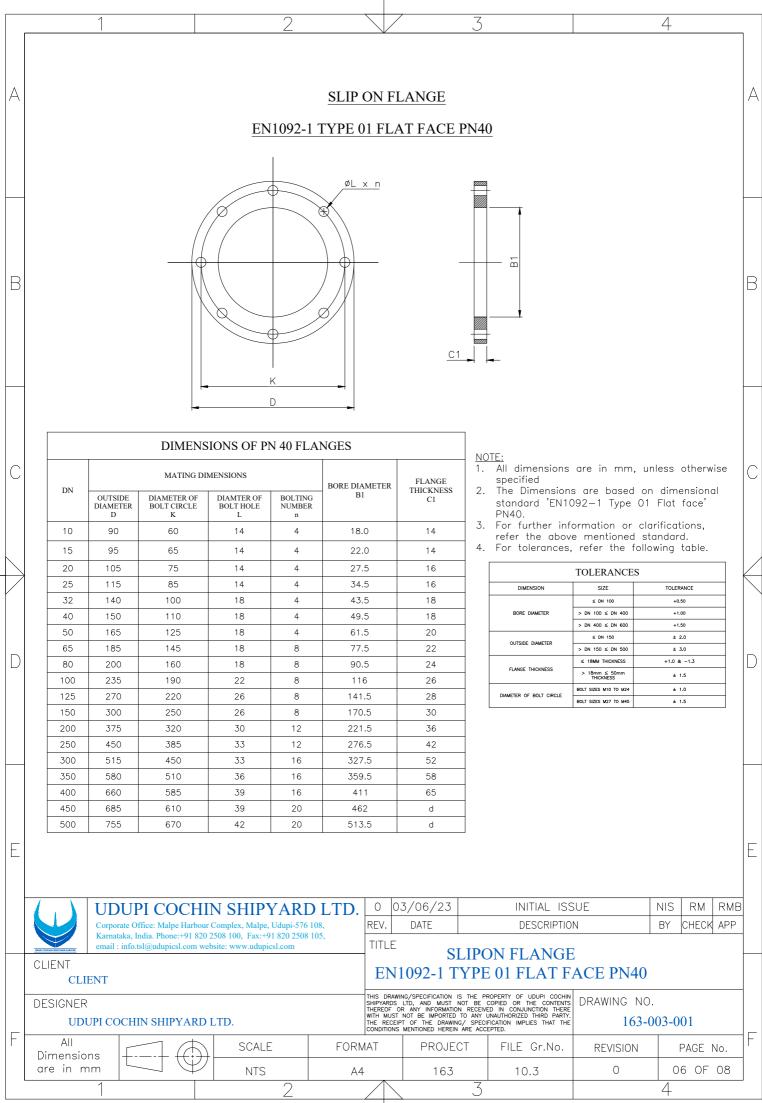
- standard 'EN1092-1 Type 01 Flat face' PN16.
- 3. For further information or clarifications, refer the above mentioned standard.
- 4. For tolerances, refer the following table.

TOLERANCES								
DIMENSION	SIZE	TOLERANCE						
	≤ DN 100	+0.50						
BORE DIAMETER	> DN 100 ≤ DN 400	+1.00						
	> DN 400 ≤ DN 600	+1.50						
	≤ DN 150	± 2.0						
OUTSIDE DIAMETER	> DN 150 ≤ DN 500	± 3.0						
	≤ 18MM THICKNESS	+1.0 & -1.3						
FLANGE THICKNESS	> 18mm ≤ 50mm THICKNESS	± 1.5						
DIAMETER OF BOLT	BOLT SIZES M10 TO M24	± 1.0						
CIRCLE	BOLT SIZES M27 TO M45	± 1.5						

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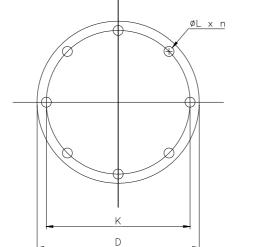
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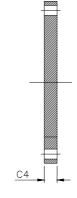
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# **BLIND FLANGE**

# EN1092-1 TYPE 5 FLAT FACE PN6





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		DIMENSION	S OF PN 6 F	FLANGES	
DN		MATING DI			FLANGE THICKNESS C4
	OUTSIDE DIAMETER D	DIAMETER OF BOLT CIRCLE K	DIAMTER OF BOLT HOLE L	BOLTING NUMBER n	64
10	75	50	11	4	12
15	80	55	11	4	12
20	90	65	11	4	14
25	100	75	11	4	14
32	120	90	14	4	14
40	130	100	14	4	14
50	140	110	14	4	14
65	160	130	14	4	14
80	190	150	18	4	16
100	210	170	18	4	16
125	240	200	18	8	18

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- refer the above mentioned standard.4. For tolerances, refer the following table.

	TOLERANCES	
DIMENSION	SIZE	TOLERANCE
	≤ DN 150	± 2.0
OUTSIDE DIAMETER	> DN 150 ≤ DN 500	± 3.0
	≤ 18MM THICKNESS	+2.0 & -1.3
FLANGE THICKNESS	> 18mm ≤ 50mm THICKNESS	+4.0 & -1.5
DIAMETER OF BOLT	BOLT SIZES M10 TO M24	± 1.0
CIRCLE	BOLT SIZES M27 TO M45	± 1.5

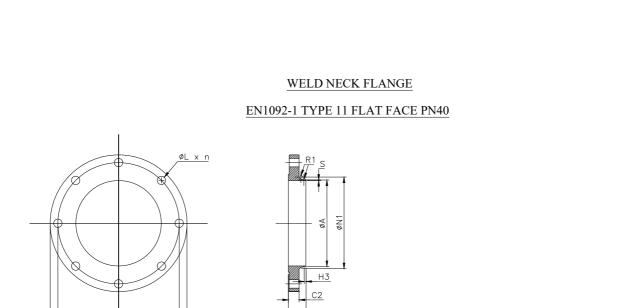
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				DIME	NSIONS (	OF PN 40 F	LANGES				
DN		MATING DI	MENSIONS		OUTSIDE FLANGE DIAMETER THICKNESS		LENGTH		NECK DIAMETER	CORNER RADII	NECK THICKNESS
Div	OUTSIDE DIAMETER D	DIAMETER OF BOLT CIRCLE K	DIAMETER OF BOLT HOLE L	BOLTING NUMBER n	OF NECK A	C2	H2	Н3	N	R1	S
10	90	60	14	4	17.2	16	35	6	28	4	2
15	95	65	14	4	21.3	16	38	6	32	4	2
20	105	75	14	4	26.9	18	40	6	40	4	2.3
25	115	85	14	4	33.7	18	40	6	46	4	2.6
32	140	100	18	4	42.4	18	42	6	56	6	2.6
40	150	110	18	4	48.3	18	45	7	64	6	2.6
50	165	125	18	4	60.3	20	48	8	75	6	2.9

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<u>NOTE:</u>
 All dimensions are in mm, unless otherwise specified
 The Dimensions are based on dimensional standard 'EN1092-1 Type 11' PN40.
 For further information or clarifications, refer the above mentioned standard.
 For tolerances, refer the following table.

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		TOLERANCES	
	DIMENSION	SIZE	TOLERANCE
	OUTSIDE DIAMETER	≤ DN 150	± 2.0
	OUTSIDE DIAMETER	> DN 150 ≤ DN 500	± 3.0
/e		≤ 18MM THICKNESS	+2.0 & -1.3
	FLANGE THICKNESS	> 18mm ≤ 50mm THICKNESS	+4.0 & -1.5
	DIAMETER OF BOLT CIRCLE	BOLT SIZES M10 TO M24	± 1.0
	DIAMETER OF BOET CIRCLE	BOLT SIZES M27 TO M45	± 1.5
	OUTSIDE DIAMETER OF NECK	≤ DN 125	+3.0 & 0
	LENGHT THROUGH HUB	≤ DN 80	± 1.5
	NECK DIAMETER	≤ DN 80	± 1.5
	CORNER RADII	UP TO & INCLUDING DN 50	MIN 3 mm & MAX 5mm

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# Annexure 02/A GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of non compliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. UCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. In the case of E-tender offers shall be submitted only through UCSL E- procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 5), should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	
	<ul> <li>Spare/Tool requirements to be confirmed, if applicable</li> <li>i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard</li> <li>ii) The same shall be included in offered costs and shall be a part of L1 evaluation.</li> <li>iii) List of spares with quantity and without indicating the price should be submitted</li> </ul>	
4	<ul> <li>Following Certificates/documents is to be submitted for the item in the event of an order:</li> <li>a) Manufacture's Test Certificate</li> <li>b) Installation and maintenance manual</li> <li>c) Mounting drawings</li> </ul>	
5	SPECIFICATIONS:- a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer.	
	<ul> <li>b) Materials offered shall conform to UCSL specifications and drawings.</li> <li>c) Samples are to be supplied free of cost in the event of requirement by UCSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.</li> </ul>	
6	Packing materials should be eco friendly.	
7	Supplier should follow the statutory requirements of product offered.	

8	Products supplied shall be non toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9	<b>COMMISSIONING:</b> Service engineer assistance for 6 man days irrespective of number of engineers in two trips (3 days for TY 161 & 3 days for TY 162) for two ships is to be included in scope and costs.	
	b) Cost considered to include travel tickets, lodging and local transport costs.	
	c) Additional manday rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed mandays. Additional mandays only applicable after completion of 6 days for both the vessels together.	
	d) Whether the applicable taxes in India shall be borne by UCSL/Supplier (In the case of foreign vendors)	
	e) Income tax liability of nonresident service engineer based on his period of stay in India shall not be borne by UCSL	
	<ul> <li>f). The nonresident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India.</li> <li>Following documents shall be sought by UCSL in this regard</li> <li>(i) Certificate under 10 (F)</li> <li>(ii) Tax residency certificate</li> </ul>	
	<ul><li>(iii) The certification regarding the existence/non existence of business connection or permanent establishment in India.</li><li>(The above is only an indicative list)</li></ul>	
10	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	
11	MSEs, Startups and Make in India a) Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.in) under the Tenders tab for further reference.	
12	Delivery Period:a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.) Please note, required date at UCSL are as follows: b. The supplier shall submit all the drawings for approval from UCSL within 15 days from the date of PO and UCSL has forward the drawing approval within 15 days thereafter.Material required date at UCSL is within 3 to 4 weeks from the date of PO.	
13	SHIPMENT	
	a. Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.	

	b. A minimum 14 days free detention period is to be granted for clearance of the	
	goods at Mangalore/Mumbai/Chennai seaport, as applicable for full containers.	
14	PAYMENT TERMS:	
	a. For equipment's with commissioning	
	UCSL payment term is 90% along with 100% applicable taxes within 30 days	
	from the date of receipt and acceptance of items at UCSL stores after inspection	
	and balance 10% on satisfactory completion of commissioning certified by	
	UCSL.	
	b. For general items	
	UCSL payment term is 100% within 30 days of receipt and	
	acceptance of materials at UCSL stores after inspection.	
	c) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/	
	/LC/CAD/TT-as mutually agreed in line with above standard payment terms.	
	Variations from standard terms, if any, shall be appropriately loaded for tender	
	comparison purposes for arriving the lowest bid. Bank charges (including LC	
	charges, if any) inside India will be to UCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC	
	amendment, if any, shall be borne by the parties by whom the same is attributed/	
	necessitated.	
	d) Normally advance payments are not encouraged. In case, if advance payment	
	is sought, the same can be considered for a maximum of 10% order value only.	
	Interest at the base rate of SBI {applicable on the date of price bid opening} +	
	1% for the amount of advance will be charged. In addition, Bank guarantee for	
	equivalent amount of advance to cover the period till advance payment is adjusted	
	to be furnished. (ie till completion of supplies or for a period as specifically	
	agreed + 90 days). In case interest as above is not agreeable to be paid, the	
	same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid	
	e) For deviation in Payments terms from UCSL standard terms, if any, aforesaid	
	interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.	
	f) Part payment shall be considered only if specifically agreed against partial supplies.	
15	Security Deposit/ Warrantee Bank Guarantee:	
15	a.i The successful bidder shall remit a security deposit of 3% of the total order	
	value (excluding taxes, duties) in the form of demand draft drawn in favor of	
	Udupi Cochin Shipyard Ltd towards the satisfactory performance of the contract,	
	if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above	
	% of the total order value (excluding taxes, duties) as per UCSL format from an	
	International Bank as per approved list of banks available in CSL website (for	
	overseas supplier) & Scheduled Indian bank for Indian supplier is to be	
	submitted, if an order is placed towards satisfactory performance of the contract.	
	a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and during) as Park guarantee towards the Currentee clause	
	duties) as Bank guarantee towards the Guarantee clause.	
	a.iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity	
	of initial BG) to cover the guarantee period mutually agreed plus 90 days.	
	However in the case of items where WBG is not applicable (as in 15.a.ii), the SD	

	shall be valid for item delivery at yard plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favor of Udupi Cochin Shipyard Limited, Kochi. a.iv) The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.	
	b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per UCSL general terms and conditions of enquiry, UCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid. However in cases where total quoted value is less than 20 lakhs, (ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs, the	
	<ul> <li>aforesaid loading will be applied on individual items in following cases.</li> <li>The bidder has not quoted for entire tendered quantity</li> <li>UCSL has technically / commercially rejected a few items in the tender</li> <li>c) SD to be submitted within 2 weeks of receipt of order from yard.</li> <li>d) Format of bank guarantee along with enquiry to be agreed, in general</li> <li>e) Mode of receipt of bank guarantee is strictly through SWIFT mode from</li> </ul>	
16	supplier bank to UCSL designated bank (for overseas bidders) <b>Risk Purchase:</b> If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, UCSL shall have the following rights.	
	<ul> <li>a. To cancel the order partially or fully with 15 days notice and to forfeit the security deposit, if any.</li> <li>b. To impose tender holiday for the vendor for an appropriate period as decided by UCSL</li> <li>a. To initiate alternate programment action at the risk and acet of the supplier. This</li> </ul>	
	c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.	
17	Liquidated Damage: In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to UCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed-in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However LD applicability is without prejudice to UCSL right to terminate contract for delayed delivery or other actions as per clause 16.	

18	Guarantee	
	a) The Items supplied shall be guaranteed for rated performance and against	
	damage or failure due to faulty design, defective materials and bad workmanship	
	for a period of 12 months from the date of delivery of the ship to Owners OR 24	
	months from the date of delivery of items to Yard, whichever is earlier. Should	
	such damage/failure occurred within the Guarantee period, the Supplier should	
	immediately rectify the failure by repair/replacement of any such part found to	
	be under performing/ defective, at his own expenses.	
	b) Further to equipment guarantee, replaced/repaired items shall be guaranteed	
	for 12 months from date of repair/replacement.	
19	Jurisdiction:	
	All questions, disputes or difference arising under, out of, or in connection with	
	contracts shall be subject to the exclusive jurisdiction of the Courts at Bangalore,	
	India. Alternate dispute resolution mechanism can also be considered.	
20	Force Majeure condition:	
	Should failure in performance of the contract or part thereof arise from war	
	insurrection, restrain imposed by Government, Act of Legislature or other	
	Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act	
	of God or any inevitable or unforeseen event beyond human control which may	
	be construed as reasonable ground for an extension of time, UCSL may allow	
	such additional time as is mutually agreed, to be justified by the circumstances of	
	the case. The occurrence/cessation of force majeure situation is to be informed	
	with documentary evidence within 15 days from the date of occurrence/	
	cessation.	
21	Indian Agent:	
	a) Udupi Cochin Shipyard Ltd prefers to deal directly with the supplier.	
	However, if the supplier appoints an Indian Agent to deal with Udupi Cochin	
	Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.	
	b) If manufacturers affect the supply through Agents only, authorization in	
	writing from manufacturers in favor of the Agent for supply to UCSL shall be	
	furnished.	
	c) In case where an Agent participates a tender on behalf of a foreign	
	manufacturer Indian agent should submit specific authorization from the	
	authorized person of foreign manufacturer.	
1	d) In a tender, either the Indian agent on behalf of the Principal/ OEM or	
	Principal/OEM itself can bid but both cannot bid simultaneously for the same	
	item/ product in the same tender. If an agent submits bid on behalf of	
	principal/OEM, the same agent shall not submit a bid on behalf of another	
	principal/OEM in the same tender for the same item/product. Indian agents	
	cannot represent more than one firm or quote on their behalf for any particular	
	tender.	
	e) Clarifications, either technical or commercial, should be submitted to points	
	specially asked for only. The opportunity so given should not be used for	
	correcting/changing/amending the data/conditions already submitted with the	
	tender	
22	<b>PRICING:</b> a. Overseas firms should quote prices both on FOB and C&F Chennai	
	Seaport terms. Indigenous bidders should quote prices for delivery of materials	
	at UCSL stores. Insurance shall be to UCSL scope. In the case of E tender C&F	
	price shall be quoted and the freight charges shall be indicated separately under	
	header conditions as per the provision in the CSL e tender portal.	

b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders.	
c. Offer to be submitted in USD/INR currency Generally. Indian Firms shall quote in INR only.	
d. Comparison of prices will be in INR only. All foreign currencies will be	
converted to INR for comparison and Exchange rate as on date of price bid	
opening shall be considered for arriving lowest bid	
e. Prices should be valid for acceptance for a period of 30 days	
from the date of Tender opening.	
f. No enhancement of rate for whatsoever cause will be allowed once the offer is	
accepted and an order is placed. Withdrawal of the quotation after it is accepted	
or failure to make the supply within the stipulated delivery period, will entail	
cancellation of the order and forfeiture of Earnest Money Deposit/Security	
deposit, if any and/or risk purchase, without prejudice to other penal actions,	
including tender holiday after serving show cause notices, as deemed fit.	
g. Conditional discounts, if any, will not be reckoned for tender evaluation/	
comparison purpose. However, if the bidder becomes L1 at original offer,	
conditional discount shall also be considered.	
h. Unpriced bid (price bid without price) duly signed is to be submitted along	
with techno-commercial offer in the price format, provided. Price should be	
quoted separately for each item shown in the format. In the event price bid is	
different from the unpriced format already submitted, yard reserves the right to	
reject the offer at our discretion without any further discussions. Details of	
optional items, if any, should be indicated under separate heading in the Techno	
commercial bid and the respective price details should also be given in the price	
bid. Combining of figures against more than one item and ambiguous clauses	
will lead to rejection of the bid.	
i. If, in the price structure quoted for the required material/ item, there is	
discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the	
total price corrected accordingly. If there is an error in a total corresponding to	
the addition or subtraction of subtotals, the subtotals shall prevail and the total	
shall be corrected. If there is a discrepancy between words and figures, amount	
in words of respective figures shall prevail. If the bidder does not agree to the	
observation of the CSL, the tender is liable to be rejected and the same shall	
be intimated.	
j. After submission of quotation/price offer no unsolicited correspondence will be	
entertained.	
k. Udupi Cochin Shipyard Limited does not bind itself to accept the lowest or any	
tender but reserves to itself the right to reject any or all or a part of any tender at	
its discretion.	
I. UCSL reserves the right to place order to the techno-commercially	
qualified lowest bidder in full or individual items to the respective lowest	
bidders in the tender (except in cases where basis of L1 arrival is declared	
specifically in enquiry). Also please refer loading applicable for split order	
of value less than 20 lakhs (Clause 15 b)	
m. In the case of part quantity order, the quoted freight charges applicable for the	
entire quantity as per enquiry shall be apportioned and allocated.	

	L1 computation shall be based on total cost of all items, including cost of spares as per tender & Class/certification charges, if any required (excluding GST/IGST). For all import consignments directly imported in CSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Chennai port and transport till UCSL stores shall be to UCSL account.	
23	Integrity Pact: As per Government of India (Central Vigilance Department), UCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)	
24	<ul> <li><u>Grievance Redressal Committee:</u> As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.</li> <li>a) Mrs. Anjana KR, GM (Design)</li> <li>b) Mr.Subramanian K K, Deputy General Manager (HR)</li> <li>c) Mr. Shibu John, Deputy General Manager (Finance)</li> </ul>	
25	<b>SUB CONTRACTING AND ASSIGNMENT</b> Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of UCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.	
26	<ul> <li><u>General</u>: a. Prior to price bid opening, UCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.</li> <li>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.</li> </ul>	
	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E-Tender , suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E procurement portal after opening the price bid	
27	<b>P.O</b> :- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by UCSL on the basis of agreed terms and conditions of tender.	

	b. Upon placement of order (by post or mail) the supplier shall submit the	
	acknowledgement (ie: signed and stamped original/ scanned soft copy by mail)	
	as a token of acceptance of order within 15 days. In case UCSL doesn't receive	
	the above, it will be deemed as accepted.	
28	<b><u>SUPPLY</u></b> : - a) UCSL reserve the right to inspect the goods after receipt at UCSL	
	store / prior to dispatch ( by UCSL or UCSL authorized agency at yard cost).	
	Short supply / Mismatch / Replacement of Defective items / those not meeting	
	agreed / contractual specification/ Items failing during commissioning shall be	
	sent on air freight/ DDP basis courier freight prepaid/delivered at UCSL store.	
	The customs clearance charges of above shall be to supplier account.	
	b) Replacements during guarantee period to be sent on Duty and all taxes paid	
	basis to location as required by yard/vessel owner with all expenses to	
	supplier account.	
	c) Defective items, if any, after receipt shall be sent back on cost, carriage,	
	handling and insurance prepaid basis including re-export (wherever desired	
	by supplier)to be arranged by supplier. Defective items shall be returned after	
	receipt of replacement item. Supplier shall replace all/ part of items as	
	applicable, in case of rejection, within 4 weeks of reporting the defect, without	
	any additional cost to UCSL. In case the defective materials are not taken	
	back within the said period, UCSL reserves the right to dispose the same	
	without further intimation.	
	d) The supplier shall compensate UCSL for loss on account of shortage in	
	quantity and number of pieces received than that indicated in the bill of lading	
	provided the UCSL's claim is rejected by the insurance due to any fault of	
	supplier. Such claims, if any, shall be supported by recognized surveyors	
	report. The supplier shall also compensate for losses, if any sustained by the	
	UCSL due to defective packing and/or marking of the goods not in	
	accordance with the terms of contract. The time limits for filing claims under	
	clauses above shall be generally 180 days from the date of complete discharge	
	of goods.	
29	UCSL reserves the right to alter, modify the scope of supply at its discretion and	
29		
	in consistent with the policy of the Government of India and statutory bodies	
	under them as applicable to the contract from time to time.	
30	UCSL shall, at its own discretion and costs opt for obtaining credit information	
	report on supplier's financial credentials through credit rating firms. The same	
	shall also be considered as criteria for commercial evaluation. In the event	
	supplier's credit rating is not at least satisfactory, offer will be summarily rejected.	
31	Public procurement policy as per order No. D.O. No. P-45021/2/2017-PP (BE-	
	II) (E-1588) by Department for promotion of Industry and Internal Trade	
	Ministry of Commerce & Industry is applicable for this tender	
32	UCSL reserves the right to commercially reject the offer if compliance is not	
	issued to terms at Sl. No.14, 15, 16, 17 & 18 without any further clarification /	
	notice / communication in this regard from M/s. Udupi Cochin Shipyard Ltd.,	
	even though the offer is technically acceptable.	
33	UCSL has an option of receiving two more similar projects within 15th July 2021	
	and upon exercise of this option by owner yard will confirm the same quantity of	
	item to supplier within 15th July 2021 or earlier. Therefore the price offer shall	
	consist the prices for current projects as well as the discounted prices applicable	
	for these optional projects with validity to confirm the order till 15th July 2021.	
	However the L1 determination shall be purely based on current confirmed	
L	The set of the bit determination shall be putery based on current commined	

	quantity.	
	ction of bidders sharing land border with India vide Office memorandum dt 23.7.2	020 Order - Public
	rement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
34.A	Requirement of registration	
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent	
	authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects,	
	along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a	
2	ground for immediate termination and further legal action in accordance with law. Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting	
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to	
	contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority	
	and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered(Evidence of valid registration by the competent authority shall be attached wherever applicable)	
В	Validity of registration	
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.	
С	Competent authority and Procedure for registration	
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for	
D	registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.	
D	Definition of Bidder and Bidder from a country sharing land border with India	
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.	
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:-	
	a) An entity incorporated, established or registered in such a country; or	

country; orc) An entity suor registered ind) An entity we) An Indian (f) A natural persong) A constitutionventure falls u3Type of busine(Private LimitPerson ComparTrust/ NGO)In case of incomeBeneficial OwProcurement NDetails of all beor capital or procurement NDetails of all beIn the procurein India OrderInternal Tradeto time shall beIn the procureand with estimesuppliers alongPurchase pree35In the procurein nature, ClaClass II/Non beto match the Isupplier quotebe awarded tosuch lowest elethan offered qebe invited to mis left uncoveron L1 bidder.For procurementevaluated on personClass II/Non be	y of an entity incorporated, established or registered in such a	
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or capital or precentified by precentified by precent to preference to Purchase preference to Purchase preference to time shall be In the norul sufficient locateligible to bid In the procure and with estime suppliers along <b>Purchase pree</b> 35In the procure and with estime suppliers along to L1. Theread to match the I supplier quote be awarded to such lowest elevaluated on precention of L1 bidder.	No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020.	
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In the procure and with estim suppliers alongPurchase pre35In the procurer in nature, Cla Class II/Non le If L1 bid is not to L1. Thereat to match the I supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder.For procureme evaluated on p Class II/Non le	irrespective of purchase value	
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Purchase pre35In the procurer in nature, Cla Class II/Non le35In the procurer in nature, Cla Class II/Non leIf L1 bid is not to L1. Theread to match the le supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder.For procureme evaluated on p Class II/Non le	ated value of purchase less than Rs 200.0 Crores, only Class I local	
35In the procurent in nature, Cla Class II/Non le If L1 bid is not to L1. Thereat to match the I supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder.For procurente evaluated on p Class II/Non le	g with Class II local suppliers shall be eligible to bid.	
in nature, Cla Class II/Non le If L1 bid is not to L1. Thereat to match the L supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	ferences for Class I local suppliers	
Class II/Non IIf L1 bid is notto L1. Thereatto match the Isupplier quotebe awarded tosuch lowest elthan offered qbe invited to mis left uncoveron L1 bidder.For procuremeevaluated on pClass II/Non I	nent of goods/works covered under 2 above and which are divisible	
If L1 bid is not to L1. Thereat to match the J supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder.For procureme evaluated on p Class II/Non le	ss I local supplier shall be eligible for Purchase preference over	
to L1. Thereat to match the I supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non I	ocal supplier as per following	
to match the I supplier quote be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	a Class I local supplier, 50% of the order quantity shall be awarded	
supplier quote be awarded to such lowest el than offered qui be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	ter the lowest bidder among Class I local supplier will be invited	
be awarded to such lowest el than offered q be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	1 price for the remaining 50% quantity subject to Class I local	
such lowest el than offered q be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	d price falling within 20% margin. Contract for that quantity shall	
than offered qbe invited to mis left uncoveron L1 bidder.For procuremeevaluated on pClass II/Non le	such Class I local supplier subject to matching L1 price. In case	
be invited to m is left uncover on L1 bidder. For procureme evaluated on p Class II/Non left	igible Class I local supplier fails to match L1 price or accept less	
is left uncover on L1 bidder. For procureme evaluated on p Class II/Non le	uantity, next higher Class I local supplier within 20% margin shall natch the L1 price for the remaining qty and so on. If some quantity	
on L1 bidder. For procureme evaluated on p Class II/Non le	ed on Class I local supplier, such balance quantity shall be ordered	
For procureme evaluated on p Class II/Non le	ed on class i local supplier, such balance quantity shan be ordered	
evaluated on p Class II/Non l	ents that are not divisible in nature and in procurement of services	
Class II/Non l	rice alone, Class I local supplier shall get purchase preference over	
	ocal supplier as per below	
	I to match L1 price subject to Class I local supplier quoted price	
	20% of L1 price and contract will be awarded to such Class I local	
will be invited	Class I local supplier, lowest bidder among Class I local supplier I to match L1 price subject to Class I local supplier quoted price	

supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	
Local content requirement to categorize a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
Class I -Local content equal to or greater than 50%	
Class II-Local content greater than 20% , less than 50%	
Non local -Local content less than 20%	
Declaration of local content	
Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	

# PRICE BID FORMAT

Tender Enquiry Date: 17.10.2023

# Vessel/Project: Hydrant System at UCSL - Hangarkatte

SI No	PR No	CSL Material Description	Qty	Uom	Unit Price	Total Value	
1	1750000243/265	MS ERW PIPE IS1239 P-I, 150NB CLASS C (5.4mm)	552.00	Mtr			
2	1750000243	MS ERW PIPE IS1239 P-I, 125NB CLASS C (5.4mm)	48.00	Mtr			
3	1750000243	MS ERW PIPE IS1239 P-I, 100NB CLASS C (5.4mm)	528.00	Mtr			
4	1750000243	MS ERW PIPE IS1239 P-I, 80NB CLASS C (4.8mm)	168.00	Mtr			
5	1750000244	ASTM 16.9 A234 WPBW MS BEND 150NB SCH40 90DEG LONG RADIUS IS1239 P-II	8.00	NOS			
6	1750000244	ASTM 16.9 A234 WPBW MS BEND 125NB SCH40 90DEG LONG RADIUS IS1239 P-II	8.00	NOS			
7	1750000244	ASTM 16.9 A234 WPBW MS BEND 100NB SCH40 90DEG LONG RADIUS IS1239 P-II	20.00	NOS			
8	1750000244	ASTM 16.9 A234 WPBW MS BEND 80NB SCH40 90DEG LONG RADIUS IS1239 P-II	20.00	NOS			
9	1750000244	125NB PN10 EN1092-1 DIN CS SLIPON FLANGE IS 2062 Grade B	25.00	NOS			
10	1750000244	100NB PN10 EN1092-1 DIN CS SLIPON FLANGE IS 2062 Grade B	270.00	NOS			
11	1750000244	80NB PN10 EN1092-1 DIN CS SLIPON FLANGE IS 2062 Grade B	85.00	NOS			
12	1750000244	ASTM 16.9 A234 WPBW MS TEE 100 X 100 X 80 N IS1239 P-II	18.00	NOS			
13	1750000265	150NB PN10 EN1092-1 DIN CS SLIPON FLANGE IS 2062 Grade B	270.00	NOS			
		Basic Cost					
		GST 18%					
		Unloading at UCSL Hangarkatte			UCS	SL Scope	
		Transit Insurance			UCS	UCSL Scope	
		Landed cost including Freight packing and other charges					

Signature

Name & Address of the firm

:

### Important Note:

- 1. Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included/ By UCSL" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.
- 2. UCSL reserves the right to split the order and place order on different bidders based on the individual L1 rates quoted each line item including P&F, Freight, Inspection Charges etc...
- 3. P&F, Freight, Inspection Charges etc should be included in the price quoted. No separate charges is to be quoted for P&F, Freight, Inspection Charges etc...

### BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/

### WARRANTY GUARANTEE

То

UDUPI COCHIN SHIPYARD LTD

(Formerly Tebma Shiyards Limited

MALPE HARBOUR COMPLEX, MALPE, UDUPI - 576108.

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 CSL with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

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

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

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 / Indian Rupees/Other Currency.