UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 11.09.2024

TENDER ENQUIRY

Dear Sirs,

Sealed Tenders in duplicate, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited <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 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>sunilsnair@udupicsl.com</u> / <u>purchase@udupicsl.com</u> / <u>muhammad.anas@udupicsl.com</u> / <u>midhunthomas@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 Technocommercial' and 'Part- II Price) to be named clearly (UCSL/MAT/PROJ/2024-25/1253- Technocommercial and UCSL/MAT/PROJ/2024-25/1253- Price bid)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time		
UCSL/MAT/PROJ/2024- 25/1253	11.09.2024	24.09.2024, 15:30:00	24.09.2024, 15:30:00		

SI No	Material Code	Material/ Service Description	UOM	Qty	Yard No	Required Date at UCSL
1		Content Gauges & Instrumentation	Shipset	04	UCSL Y171 to Y174	As per document

In case of any commercial queries, please contact: Mr. Sony Clement - AGM (Materials), Muhammad Anas - Manager (Materials) Mobile No. 8129443366, Sunil Sasidharan Nair - Manager (Materials) Mobile No. 9884917724, Midhun Thomas - Assistant Manager (Materials) Mobile No. 9995777763, Email: sony.clement@udupicsl.com, muhammad.anas@udupicsl.com, midhunthomas@udupicsl.com, purchase@udupicsl.com, purchase1@udupicsl.com, sunilsnair@udupicsl.com For Technical gueries please contact: Email: srinathspark@udupicsl.com



UDUPI COCHIN SHIPYARD LIMITED Ministry of Ports, Shipping & Waterways **पंजीकृत कार्यालयः** एस. नं. 377, पषामन्तूर गाँव पुकातुरई पोस्ट, मदुगन्तकं तालुका कांचीपुरम – 603 116, तमिल नाडु, भारत ।

काँपोरेट कार्यालयः माल्पे हार्बर काँम्प्लेक्स, माल्पे उड्पी – 576 108, कर्नाटक, भारत ।

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

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

www.tebma.co.in

Enclosures:

- 1. Purchase Technical Specifications- Annexure 1
- 2. General Terms and Conditions of procurement Annexure 2
- 3. Price bid format Annexure 3
- 4. Bank Guarantee/Security Deposit Format Annexure 4

For Udupi Cochin Shipyard Ltd,

Authorized Signatory

Sony Clement T M AGM - Materials UCSL

Tender Enquiry No: UCSL/MAT/PROJ/2024-25/1253 Vessel/Project: Y 171-174

Tender	Enquiry	v Date:	11 se	pt 2024
		,		PC - C - I

SL. NO	DESCRIPTION	Quantity	UOM	Currency	Unit Rate	Total Price
	DN25 PN6 level indicator FO tank (Port &					
1	Starboard) as per EN 1092-1 Type 01 Flat	8	nos			
	Face Standard					
2	DN25 PN6 Lube oil tank as per EN 1092-1	4	nos			
2	Type 01 Flat Face Standard	4	1103			
	DN25 PN6 Sight glass Top mounted sewage					
3	tank as per EN 1092-1 Type 01 Flat Face	4	nos			
	Standard					
	DN25 PN6 level indicator FW tank (Port &					
4	Starboard) as per EN 1092-1 Type 01 Flat	8	nos			
	Face Standard					
5	Pressure Gauge 0 to 10 bar	40	Nnos			
6	Pressure Gauge -1 to 1 bar	20	nos			
7	Temperature Gauge 0 to 60°C	20	nos			
	TOTAL BASIC PRICE FOR 4 SHIPSETS					
8	Packing & Forwarding Charges / FOB Charges					
9	Freight Charges					
	Cost of Spares (price break up for each spare					
10	to be submitted seperately along with main					
	offer) if any					
11	Class Inspection charges, if any					
12	Other Charges, if any (specify)					
13	Transit Insurance and Unloading Charges				By UCSL	
14	GST (as applicable)					
15	HSN CODE					
16	Total Order value for 4 Ship sets (FOR UCSL STORES PRICE)					
17	Delivery Period required at UCSL stores		Y171-3	0th decembe	r 2024, Y172-28th February 2 Y174-30th june2025,	025, Y173-15 april 2025,

Signature : Name & Address of the firm

Important Note:

Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and

- 1 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.
- The prices quoted in column no 1 to 12 above will be added and the bidder who has quoted the aggregate lowest will be declared the Lowest bidder (Overall L1 bidder) and hence Individual Line item Lowest will not be considered for order placement.

	Rev. Status	Pages		Description	Date	Sign.
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Section A – General Specifications

1. Name & Quantity

This document indents for the supply of Level Indicators, Flow Meters and Instrumentations listed in Annexure – 1.

The quantity of items indicated is for only one (1) vessel. <u>The total requirement is to be</u> <u>considered for three (3) vessels</u>. The technical specifications of items shall be as per Section-B of this document.

2. Class & Flag Rules

The vessels shall be built under the following flag and classifications:

Flag	: India
Classification 2	: Indian Register of Shipping.
Class notation	: 卐 SUL 卐 IY TUG
	INWATER SURVEY
	AGNI 1 (2400 m3/hour)
Туре	: "Indian Coastal Vessel"
Complement	: Up to 12 persons

3. Rules and Regulations

The vessel shall be built in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following. Exemptions on any requirements of these regulations, as deemed necessary considering the operational needs of the vessel are to be obtained from relevant Authorities/Class:

- a) COLREGS International Regulations for Preventing Collisions at Sea
- b) Load Lines, 1966/1988 International Convention on Load Lines, 1966, as Amended by the Protocol of 1988
- c) MARPOL International Convention for the Prevention of Pollution from Ships
- d) NOx Technical Code (2008) IMO II Engine Emissions (latest ME and AE emission requirements)
- e) Tonnage International Convention on Tonnage Measurement of Ships, 1969
- f) 2008 IS Code International Code on Intact Stability, 2008
- g) International Labour Conference Maritime Labour Convention, 2006
- h) IMO regulations A 468 (Noise levels) and ILO Recommendation R141 as far as practicable for tugs.
- i) International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001
- j) IEC Standard and recommendation for GMDSS sea Area A3.



4. Certification, Testing and Inspection

a. Manufacturer's shop tests and inspection shall be carried out in accordance with the manufacturer's standard and the requirements of the IRS Rules and Regulations and the test results and certificates shall be supplied.

b. Supplier to confirm & clearly mention any deviation with the testing & inspection requirement in the offer.

5. Design Conditions

The following ambient conditions shall be considered for the selection of the Vessel's equipment and machinery. Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:

Sea water temperature	:	max. 32° C min. 5° C
Air temperature outside		max. 40° C min. 10° C
Relative Humidity		max. 90% min. 50%
Engine Room temperature	:	45° C
1.2.7. 112		

List, rolling, trim and pitch according to limits as per Class

Above requirements to be considered as minimum, any other requirements which are necessary to meet class/IMO/flag rules/regulations shall be considered for design and operation of the equipment.

6. Testing & Inspection

Manufacturer's shop test and inspection shall be carried out in accordance with manufacturer's standard and requirements of Rules and Regulations. After installation and commissioning, onboard tests / trials shall be carried out as per manufacturer's standard practice and to the satisfaction of Classification societies / other statutory requirements. Any faults found at this stage, shall be corrected to the satisfaction of all related parties before delivery of the ship.

7. Guarantee

The equipment's and accessories shall be guaranteed against defective design, material and workmanship and under performance till, for a period as mentioned in commercial terms and conditions of this tender enquiry.

8. Supply of Documents

All documents shall be in English and in SI unit system and the following documents shall be submitted, where applicable. The drawing approval where required by the Classification Society shall be obtained by the manufacturer.

8.1. Documents to be submitted along with offer

- a. Preliminary dimensional drawing of items along with item model number (if any), test pressure, material of body and internal items etc.
- b. Technical datasheet / Item catalogue
- c. Weight



8.2. Documents to be submitted within 21 working days after placement of Order/LOI/As per final agreement

- a. Final dimensional drawing of items indicating Open and Closed Position
- b. Item model number (if any), test pressure, material of body and internal items etc.
- c. 'K' factor / Pressure drop across the item
- d. Technical datasheet / Item catalogue
- e. Weight

Original plus 3 copies of material/chemical composition and mechanical test certificate shall be furnished at the time of supply of the item. For Class approved Items, the class certification should be submitted.

9. General Remarks

The machined surface of fittings is to be suitably protected against mechanical damage during shipment & storage.

10. Compliance

The vendor should comply all the points mentioned in this document. Deviations from the Technical specification shall be specifically indicated.

11. Place of Delivery

Udupi cochin Shipyards Limited, Baputhotta Warehouse Complex, Malpe Udupi -576108.



Section B – Technical Specifications

1. General Requirements

- a) The items supplied must be suitable for marine applications and function smoothly at design and environmental conditions mentioned in section A of this document, without any undue effect.
- b) It should withstand air contamination through oil, salt and other contaminants associated with the marine environment.

2. Technical Specification for Local Tank Content Gauges

Item	: Self powered local content gauge
Quantity	: 6 Nos. per ship set (Total requirement is for 3 vessels)
Туре	: Self - closing and Self-powered

- c) The items supplied shall be according to the rules and regulations specified in Part-A of this specification and the technical details provided at Part B. The preliminary tank details (Length, Breadth, Height and volume) are provided Tables below. The Level vs Volume charts of the tanks shall be provided after placement of order.
- d) The dial gauges with the sensor/transmitter shall be self-powered. No external electric power should be required.
- e) Content gauges shall be Flat glass type with self-closing type and the connection size shall be DN25 PN6 as per EN1092-1 Type 01 Flat Face standard. All standard accessories as per manufactures standard shall be included in the scope of supply.
- f) The material of construction should be according to the manufacturer's standard, complying with the class requirements and compatible to the application features mentioned. The items shall be offered with nearest standard length of capillary suitable for the tank height mentioned.
- g) Maximum temperature range of application systems under consideration is approximately 10 to 100 degrees centigrade for the transmitter chamber and 60 degree centigrade for the indication gauge. The sensors & Gauges shall be side mounted.



70T BP ASI	D TUG	CONTENT GAUGES AND INSTRUMENTS				
Yard No.	Doc. No	Rev. No	Page No.			
UY171, 172 & 174	PTS-171-048	0	6			

SI. No.	Item Tag	Item	Tank Name	Tank Dimensions (L x W x H) mm	Centre to Centre distance of Level Gauge	Tank Volume m ³
1.	821.i018	Level Indicator	FO day tank (P)	2200x2672x1202	1000	7.2
2.	821.i019	Level Indicator	FO day tank (S)	2200x2672x1202	1000	7.2
3.	821.i022	Level Indicator	Lube Oil Tank	1600x800x2000	1785	2.5
4.	821.i023	Sight glass - Top Mounted	Sewage tank	1650x2170x1415	-	4.4
5.	722.i001	FW Expansion Tank PS	Fresh water tank	700x800x550	400	3.0
6.	722.i002	FW Expansion Tank SB	Fresh water tank	700x800x550	400	3.0

3. Technical Specification for Instruments

SI. No.	Item Description	Range	Qty (nos/ vessel)	Remarks		
1	Pressure Gauge	0 to 10 bar	10	With isolation valve		
2	Pressure Gauge	-1 to 1 bar	5	With isolation valve		
2	Temperature Gauge	0 to 60ºC	5			

Notes:

1. Quantity indicated in the table above is for only one vessel.

Rev. No.	Rev. Status	Pages		C	escrip	tion				Da	ite		Sign.	
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70T BP ASD TUG			GAUGES AND UMENTS
Yard No.	Doc. No	Rev. No	Page No.
UY 173	PTS-173-048	0	2

Section A – General Specifications

1. Name & Quantity

This document indents for the supply of **Level Indicators, Flow Meters and Instrumentations** listed in Annexure – 1.

The quantity of items indicated is for only one (1) vessel. <u>The total requirement is to be</u> <u>considered for only one (1) vessel.</u> The technical specifications of items shall be as per Section-B of this document.

2. Class & Flag Rules

The vessels shall be built under the following flag and classifications:

Flag	: India
Classification 1	: American Bureau of Shipping (ABS).
Class notation	∷ ∰A1, (E), Towing Vessel, FFV 1, ∯AMS, BP (70T), IWS;
Classification 2	: Indian Register of Shipping.
Class notation	: +SUL +IY TUG, INWATER SURVEY, AGNI 1 (2400 m³/hr)
Туре	: "Indian Coastal Vessel"
Complement	: Up to 12 persons

Vessel structure to be designed for unrestricted navigation and to be classed as **Ocean Going vessel**

3. Rules and Regulations

The vessel shall be built in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following. Exemptions on any requirements of these regulations, as deemed necessary considering the operational needs of the vessel are to be obtained from relevant Authorities/Class:

- a) COLREGS International Regulations for Preventing Collisions at Sea
- b) Load Lines, 1966/1988 International Convention on Load Lines, 1966, as Amended by the Protocol of 1988
- c) MARPOL International Convention for the Prevention of Pollution from Ships
- d) NOx Technical Code (2008) IMO II Engine Emissions (latest ME and AE emission requirements)
- e) Tonnage International Convention on Tonnage Measurement of Ships, 1969
- f) 2008 IS Code International Code on Intact Stability, 2008
- g) International Labour Conference Maritime Labour Convention, 2006
- h) IMO regulations A 468 (Noise levels) and ILO Recommendation R141 as far as practicable for tugs.



70T BP	70T BP ASD TUG		GAUGES AND UMENTS
Yard No.	Doc. No	Rev. No	Page No.
UY 173	PTS-173-048	0	3

- i) International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001
- j) IEC Standard and recommendation for GMDSS sea Area A3.

4. Certification, Testing and Inspection

a. Manufacturer's shop tests and inspection shall be carried out in accordance with the manufacturer's standard and the requirements of the ABS & IRS Rules and Regulations and the test results and certificates shall be supplied.

b. Supplier to confirm & clearly mention any deviation with the testing & inspection requirement in the offer.

5. Design Conditions

The following ambient conditions shall be considered for the selection of the Vessel's equipment and machinery. Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:

Sea water temperature	;	max. 32° C min. 5° C
Air temperature outside	:	max. 40° C min. 10° C
Relative Humidity	i	max. 90% min. 50%
Engine Room temperature	:	45° C

List, rolling, trim and pitch according to limits as per Class

Above requirements to be considered as minimum, any other requirements which are necessary to meet class/IMO/flag rules/regulations shall be considered for design and operation of the equipment.

6. Testing & Inspection

Manufacturer's shop test and inspection shall be carried out in accordance with manufacturer's standard and requirements of Rules and Regulations. After installation and commissioning, onboard tests / trials shall be carried out as per manufacturer's standard practice and to the satisfaction of Classification societies / other statutory requirements. Any faults found at this stage, shall be corrected to the satisfaction of all related parties before delivery of the ship.

7. Guarantee

The equipment's and accessories shall be guaranteed against defective design, material and workmanship and under performance till, for a period as mentioned in commercial terms and conditions of this tender enquiry.

8. Supply of Documents

All documents shall be in English and in SI unit system and the following documents shall be submitted, where applicable. The drawing approval where required by the Classification Society shall be obtained by the manufacturer.

8.1. Documents to be submitted along with offer

a. Preliminary dimensional drawing of items along with item model number (if any), test pressure, material of body and internal items etc.



- b. Technical datasheet / Item catalogue
- c. Weight

8.2. Documents to be submitted within 21 working days after placement of Order/LOI/As per final agreement

- a. Final dimensional drawing of items indicating Open and Closed Position
- b. Item model number (if any), test pressure, material of body and internal items etc.
- c. 'K' factor / Pressure drop across the item
- d. Technical datasheet / Item catalogue
- e. Weight

Original plus 3 copies of material/chemical composition and mechanical test certificate shall be furnished at the time of supply of the item. For Class approved Items, the class certification should be submitted.

9. General Remarks

The machined surface of fittings is to be suitably protected against mechanical damage during shipment & storage.

10. Compliance

The vendor should comply all the points mentioned in this document. Deviations from the Technical specification shall be specifically indicated.

11. Place of Delivery

Udupi cochin Shipyards Limited, Baputhotta Warehouse Complex, Malpe Udupi -576108.



Section B – Technical Specifications

1. General Requirements

- a) The items supplied must be suitable for marine applications and function smoothly at design and environmental conditions mentioned in section A of this document, without any undue effect.
- b) It should withstand air contamination through oil, salt and other contaminants associated with the marine environment.

2. Technical Specification for Local Tank Content Gauges

Item	: Self powered local content gauge
Quantity	: 6 Nos. per ship set (Total requirement is for 1 vessel)
Туре	: Self - closing and Self-powered

- c) The items supplied shall be according to the rules and regulations specified in Part-A of this specification and the technical details provided at Part B. The preliminary tank details (Length, Breadth, Height and volume) are provided Tables below. The Level vs Volume charts of the tanks shall be provided after placement of order.
- d) The dial gauges with the sensor/transmitter shall be self-powered. No external electric power should be required.
- e) Content gauges shall be Flat glass type with self-closing type and the connection size shall be DN25 PN6 as per EN1092-1 Type 01 Flat Face standard. All standard accessories as per manufactures standard shall be included in the scope of supply.
- f) The material of construction should be according to the manufacturer's standard, complying with the class requirements and compatible to the application features mentioned. The items shall be offered with nearest standard length of capillary suitable for the tank height mentioned.
- g) Maximum temperature range of application systems under consideration is approximately 10 to 100 degrees centigrade for the transmitter chamber and 60 degree centigrade for the indication gauge. The sensors & Gauges shall be side mounted.



70T BP ASD TUG		OONTEN	GAUGES AND UMENTS
Yard No.	Doc. No	Rev. No	Page No.
UY 173	PTS-173-048	0	6

SI. No.	Item Tag	Item	Tank Name	Tank Dimensions (L x W x H) mm	Centre to Centre distance of Level Gauge	Tank Volume m ³
1.	821.i018	Level Indicator	FO day tank (P)	2200x2672x1202	1000	7.2
2.	821.i019	Level Indicator	FO day tank (S)	2200x2672x1202	1000	7.2
3.	821.i022	Level Indicator	Lube Oil Tank	1600x800x2000	1785	2.5
4.	821.i023	Sight glass - Top Mounted	Sewage tank	1650x2170x1415	-	4.4
5.	722.i001	FW Expansion Tank PS	Fresh water tank	700x800x550	400	3.0
6.	722.i002	FW Expansion Tank SB	Fresh water tank	700x800x550	400	3.0

3. Technical Specification for Instruments

SI. No.	Item Description	Range	Qty (nos/ vessel)	Remarks
1	Pressure Gauge	0 to 10 bar	10	With isolation valve
2	Pressure Gauge	-1 to 1 bar	5	With isolation valve
2	Temperature Gauge	0 to 60ºC	5	

Notes:

1. Quantity indicated in the table above is for only one vessel.

General Terms and Condition

Annexure	3

9.100 Description In case of aone compliance provide ensuits 1 Independent on the control of the terms and conditions and the technical specification of the terms for which affers commendations (and in any and orderwise), full technical specification of the terms for which affers commendations (and in any and orderwise), including including including including including including including including and including including and any any and orderwise), full technical specification of term offered (effect cases 5), should be there from overwrite; Corrections and additions, if any, must be included and additions of terms and be in the regional and the including including and including including and care terms is conditions of enguiny duly filled and signed and technical provide descendent and addition of the including and officie terms is conditions of tenguiny duly filled and signed and technical provide descendent and addition of the including and technical including and functions. The Media and States and the including and the Case recommendations and manufactures standard including and provide in endation of the including and technical including and including and including and offici technical and addition and the addition and the including and including and including and offici technical and addition and and and including and including and including including including including including including including including including and including including and including and including and including includ		General Terms and Condition	Annexure 3
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13 the drawing approval within 15 days thereafter.	13		
Material required date at UCSL is Y171-30th december 2024, Y172-28th February 2025, Y173-15 april 2025, Y174-30th june2025,			
SHIPMENT		<u>SHIPMENT</u>	

		Compliance by Supplier (YES/NO)
SL NO	Description	In case of non-compliance, please provide remarks.
	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.	
	PAYMENT TERMS:	
	a. For equipment's with commissioning	
	UCSL payment term is 80% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of items at UCSL stores after inspection and balance 20% on satisfactory completion of commissioning certified by UCSL.	
	<u>b. For general items</u>	
	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.	
16	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. (i.e 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. Security Deposit/ Warrantee Bank Guarantee:	
	 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 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 vard 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 aforesaid loading will be applied on individual items in following cases. The bidder has not quoted for entire tendered quantity	
	UCSL has technically / commercially rejected a few items in the tender	
	c) SD to be submitted within 2 weeks of receipt of order from yard.d) Format of bank guarantee along with enquiry to be agreed, in general	
	 a) Format of bank guarantee along with enquiry to be agreed, in general e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders) 	
	Risk Purchase: 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.	
	a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any. b. To impose tender holiday for the vendor for an appropriate period as decided by UCSL	
	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.	
	Liquidated Damage:	

	Description	Compliance by Supplier (YES/NO)
SL NO	Description	In case of non-compliance, please provide remarks.
19	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.	
20	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 18 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.	
21	Preservation & Packing 1.The preservation and packaging of the equipment to ensure that there is no damage and deterioration during transit and the period when the item is in storage in storhouse. 2. Duration of validity of preservation to be indicated. 3. Methodology for receipt inspection without affecting preservation (for main equipment and loose supplied items) is to be indicated by the OEM including any requirement for re-preservation 4. The procedure for re-preservation to be supplied by the firm. 5. Requirement of special provisions for storage and transportation to be specifically indicated. 6. Any consumables required for preservation/ re-preservation beyond a stipulated time period to be clearly indicated by OEM.	
22	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.	
23	<u>Force Majeure condition:</u> 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.	
	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.	
24	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.	
24	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	
	PRICING: 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/ import orders.	
	c. Offer to be submitted in EUR/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 four months 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.	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
25	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 UCSL, 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 UCSL'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.	
26	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)	
	Grievance Redressal Committee:	
27	As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts. a) Mrs. Anjana KR, GM (Design)	
	b) Mr.Subramanian K K, Deputy General Manager (HR) c) Mr. Shibu John, Deputy General Manager (Finance)	
	SUB CONTRACTING AND ASSIGNMENT	
28	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.	
	General: 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.	
	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.	
29	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.	
	P.O :- 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.	
30	 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 5 days. In case UCSL doesn't receive the above, it will be deemed as accepted. c. Supplier shall submit monthly progress report on the ordering status of raw materials, construction progress of the items 	
	ordered by UCSL, supporting with photo evidence.	
	SUPPLY : - 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.	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
31	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.	
32	UCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
33	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.	
34	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	
35	UCSL reserves the right to commercially reject the offer if compliance is not issued to terms at SI. 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.	
I 36	UCSL has an option of receiving 3 more similar projects within31st december 2024 and upon exercise of this option, yard will confirm the same quantity of item to supplied within 31st december 2024 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 31st december 2024. However the L1 determination shall be purely based on current confirmed quantity.	
37 А	Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020 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 ground for immediate termination and further legal action in accordance with law.	
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting	
3	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 The competent authority for the purpose of registration under the order shall be Registration committee constituted by the	
1	Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for 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 b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or 	
	g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
	Type of business entity	
3	(Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO)	
	In case of incorporated entity - to attach certificate of incorporation	
4	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020.	
	Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.	
	Preference to Make in India	
	Purchase preference in accordance with Public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/- B.E -II dt ,4.6.2020 and as amended from time to	
	time shall be applicable as per below	
38	In the procurement of all goods/services/works in respect of which there is sufficient local capacity/local competition, only Class I Local suppliers shall be eligible to bid irrespective of purchase value	
	In the procurement of all goods/services /works which are not covered as above and with estimated value of purchase less than Rs 200.0 Crores, only Class I local suppliers along with Class II local suppliers shall be eligible to bid.	
39	Purchase preferences for Class I local suppliers	
A	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
В	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match the L1 price for the remaining quantity the supplier for the remaining to an offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
с	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
D	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local 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	
E	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.	
F	Class I -Local content equal to or greater than 50%	
G	Class II-Local content greater than 20%, less than 50%	
Н	Non local -Local content less than 20%	
40	Declaration of local content	
A	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.	
в	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	
с	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.	
D	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
E	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.	

Note: Statement striked out is not applicable.

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.