

UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 17.01.2025

TENDER ENQUIRY

Dear Sirs,

This tender enquiry is for Steel Section Lot 1 which is required for 4 no's of 6300DWT vessel being constructed at Udupi Cochin Shipyards Limited (UCSL), Malpe, (A Govt. of India Enterprises).

Sealed Tenders in duplicate, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited TWO BID SYSTEM 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 Shipyards Limited, Malpe Harbor Complex, Malpe. Udupi-576108, Karnataka, India.

Submission by Email: Offers (both Part- I Techno-commercial' and 'Part- II Price) in two separate password protected PDF file format, can also be made by E-mail (sony.clement@udupicsl.com, purchase@udupicsl.com / sunilsnair@udupicsl.com / muhammad.anas@udupicsl.com / midhunthomas@udupicsl.com) on or before, the last date & time of receipt of tender as shown below, if delivery of sealed offers cannot be ensured at UCSL on the due date. The offer PDF files (Part- I Techno-commercial' and 'Part- II Price) to be named clearly (UCSL/MAT/PROJ/2024-25/1362- Techno-commercial and UCSL/MAT/PROJ/2024-25/1362 - Price bid)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSL/MAT/PROJ/2024-25/1362	17.01.2025	31.01.2025, 15:30:00	31.01.2025, 15:30:00

Sl No	Intend No:	Material Code	Material/ Service Description	UOM	Qty	Yard No	Required Date at UCSL
1	1710002131		Steel Section Lot 1	Tons	17.78	UCSL Y175 - Y178	Within 2 Months from the date of PO

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

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

पंजीकृत कार्यालय:
एस. नं. 377, पञ्चमलूर गाँव
पुकथुरई पोस्ट, मदुरान्तक तालुका
कांचीपुरम - 603 116, तमिल नाडु, भारत ।

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

CIN: U27209TN1984GOI010994

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

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

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www.tebma.co.in

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In case of technical queries please contact			
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Enclosures:

1. Purchase Technical Specification (PTS-175-022) - Annexure 1
2. Special Instructions for 2 Bid System - Annexure 2
3. General Terms and Conditions of procurement - Annexure 3
4. Price bid format - Annexure 4
5. Bank Guarantee/Security Deposit Format - Annexure 5

For Udupi Cochin Shipyard Ltd,

सोणि क्लेमेन्ट
SONY CLEMENT
सहायक व्यवस्थापक ASSISTANT MANAGER
उडुपि कोचीन शिपयार्ड लिमिटेड
UDUPI COCHIN SHIPYARD LIMITED
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108

Authorized Signatory

1710002131

Rev.	Pages	Description	Date	Sign.
0	05	First Issue	19/12/2024	Dinakaran M

6300 TDW DRY CARGO VESSEL



UDUPI COCHIN SHIPYARD LTD
(A Cochin Shipyard Company)

YARD NO	UY175-178	6300 TDW DRY CARGO VESSEL		
OWNER	WILSON ASA, NORWAY	PURCHASE TECHNICAL SPECIFICATION OF STEEL SECTIONS – LOT 1		
APPROVED	RAM MOHAN BALIGA <i>[Signature]</i>			
CHECKED	DINAKARAN M <i>[Signature]</i>			
PREPARED	DINAKARAN M <i>[Signature]</i>			
DATE	19-12-24	Doc. No.: PTS-175-022	Rev. No: 0	
ISSUED TO	NO. DEP.			

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UDUPI COCHIN SHIPYARD LTD
(A COCHIN SHIPYARD COMPANY)
MALPE – 576108 INDIA

6300TDW DRY CARGO
VESSEL

STEEL SECTIONS
LOT 1

Yard No.

Doc. No

Rev. No

Page No.

UY175 -UY178

PTS-175-022

0

2

CONTENTS

SL.NO.	DESCRIPTION	PAGE NO.
1	SCOPE OF SUPPLY	3
2	QUANTITY REQUIREMENT TABLE	3
3	CONDITIONS OF OFFER	3
4	INSPECTION AND TESTING	3
5	SURFACE CONDITION	4
6	IDENTIFICATION	4
7	TOLERANCE	4
8	COMPLIANCE	4
ANNEXURE		
1	COMPLIANCE MATRIX	5



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STEEL SECTIONS
LOT 1

Yard No.

Doc. No

Rev. No

Page No.

UY175 -UY178

PTS-175-022

0

3

**TECHNICAL SPECIFICATION FOR DESIGNATED GRADE STEEL SECTIONS
WITH DNV CERTIFICATE**

1. SCOPE OF SUPPLY

- 1.1 Supply of ship building quality designated Grade Steel sections with DNV Certificate as per the quantity requirement table at Sl. No. 2.
- 1.2 The supply shall be made on the basis of number of pieces and sizes and not as per the weight.

2. QUANTITY REQUIREMENT TABLE

The below mentioned quantity for 01 vessel. The total requirement is for 04 nos vessels.

(A)	(B)	(C)	(D)	(E)	(F)	(G)
Sl. No	Type of Section	Size of Section (mm)	Length of Section (mm)	Grade	Quantity (nos.)	Total Weight (MT)
1	Bulb section	220x12	6000	AH36	16	2.517
2	Bulb section	160x9	6000	AH36	23	1.928

3. CONDITIONS OF OFFER

- 3.1 The offer shall clearly specify the exact size of section, length, thickness, grade, class and quantity (in number) being offered, **WITHOUT ANY TOLERANCE**, against each line item specified in the quantity requirement table.
- 3.2 Size of all the pieces supplied must be only as per quoted size and any deviation in the supplied dimensions of any piece during delivery shall **NOT** be accepted.
- 3.3 Negative variation in the quantity being supplied shall **NOT** be accepted.
- 3.4 The offer should strictly confirm to the details indicated in this specification. **Any clarification required regarding technical specification should be sought before submission of the offer.**

4. INSPECTION AND TESTING

- 4.1 Mill Test certificate/Inspection Certificate, countersigned by DNV CLASS, certifying that steel sections/profiles are compliant with DNV requirements shall be supplied for each section/lot of sections.
- 4.2 Test certificate must include particulars of Purchaser's name, Purchase Order number, Manufacturer's name, Material's size, grade and weight, Mill Serial Number, Heat no., Cast no., Chemical Composition of lade sample, Mechanical test results, Supply condition of section and stamp of DNV.
- 4.3 Steel sections from DNV Certified Mills only will be accepted. If any mills that are under certification process from DNV, the mills shall submit an undertaking that the DNV certification shall be completed within 1 month from tender date. A counter email from DNV accepting the same shall also be submitted as supporting document, in such cases.



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MALPE – 576108 INDIA

6300TDW DRY CARGO
VESSEL

STEEL SECTIONS
LOT 1

Yard No.

Doc. No

Rev. No

Page No.

UY175 -UY178

PTS-175-022

0

4

4.4 The above certifications shall be forwarded prior to Despatch of steel. The yard reserves the right to conduct a pre-dispatch inspection if deemed necessary. Any steel if supplied without certification will be summarily rejected. No Re-certification of steel will be accepted.

5. SURFACE CONDITION

5.1 Material supplied shall be free from rusting and pitting and should have its mill scale intact.

6. IDENTIFICATION

6.1 Each section/lot of section shall have the following minimum identification marking: heat number/ cast number, grade of section.

7. TOLERANCE

7.1 Tolerance in the thickness of the steel plates being supplied shall conform to requirements stipulated IACS URW13.n

8. COMPLIANCE

8.1 If the items offered are fully conforming to the details given in the specification and there is no deviation from the requirements in this specification, the text 'YES' shall be noted against the particular clause in the Compliance Matrix placed at Annexure – 1 of this specification.

8.2 If the items offered are not conforming to the details given in the specification, the deviation shall be described in detail against the particular clause in the Compliance Matrix placed at Annexure – 1 of this specification.

8.3 **The company reserves the right to REJECT OFFERS WHICH ARE SUBMITTED WITHOUT THE COMPLIANCE MATRIX.**



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VESSEL

STEEL SECTIONS
LOT 1

Yard No.

Doc. No

Rev. No

Page No.

UY175 -UY178

PTS-175-022

0

5

Annexure 1

COMPLIANCE MATRIX

<u>CLAUSE NO.</u>	<u>COMPLIANCE</u>
1.1	
1.2	
2.1	
2.2	
3.1	
3.2	
3.3	
3.4	
4.1	
4.2	
4.3	
4.4	
5.1	
6.1	
7.1	
8.1	
8.2	
8.3	

SPECIAL INSTRUCTIONS FOR TWO BID SYSTEM

1. Minimum qualification criteria for participating in the tender will be as follows:

Steel from DNV certified Indian mills only will be accepted. If any mills that are under certification process from DNV, the mills shall submit an undertaking that the DNV certification shall be completed within 1 month from the tender date. A counter e-mail from DNV accepting the same shall also be submitted as supporting document, in such cases.

Undertaking from the mill and e-mail from DNV to be submitted along with the tender document.

2. MODE OF SUBMISSION OF TENDERS

TECHNO-COMMERCIAL PART SHOULD CONTAIN FOLLOWING DETAILS

- a. Stamped and signed copy of all pages of tender document and corrigenda (if any) with all supporting document.
- b. Technical Specification check list as per Annexure 1 of PTS PTS-175-022 to be compiled "Other Material Grade NOT acceptable".
- c. Signed Copy of un-priced Price bid (Annexure 4) (Price bid without price & with percentage of taxes & duties and details like "quoted/ Nil/included" need to be mentioned for each line item
- d. List of Deviation (if Any) as per Annexure 1 of PTS-175-022
- e. Compliance to General terms and condition
- f. 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.

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, Malpe.

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 3b shall be considered for further process.

- g) 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.

h) 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

i) SD to be submitted within 2 weeks of receipt of order from yard.

j) Format of bank guarantee along with enquiry to be agreed, in general

k) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders)

4. PRICE PART

In Price Part as per Price Bid format (Annexure 4) should be signed and stamped kept in separate cover and submitted strictly as per tender schedule.

5. Validity: The offer should be valid for a minimum period of 30 Days from the date of Techn

6. Offered Size of all the Sections must be as per Section size mentioned in the PTS-175-022. In case of any deviation in the size of any Section the offered size will be rejected.

7. UCSL reserves the right to alter, modify the scope of supply at their discretion.

8. 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.

9. Firms will be intimated the date of opening of the price part, whose Techno-commercial bid is acceptable, in due course. Tenderers shall not be allowed to attend the Techno commercial bid opening.

10. After submission of quotation / price opening no unsolicited correspondence will be entertained.

11. Price part should be submitted exactly in the Price Format as provided. Price should be quoted separately for each item shown in the format. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid. Offers should be clear and unambiguous. Incomplete/ambiguous offers are likely to be rejected. The tender document to be submitted by the bidder in duly signed and sealed format. Bid Submission shall include Amendment / corrigendum / response to pre bid query duly signed and accept (if any)

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly

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.	
4	Spare/Tool requirements to be confirmed, if applicable i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard ii) The same shall be included in offered costs and shall be a part of L1 evaluation.	
5	Following Certificates/documents is to be submitted for the item in the event of an order: Refer PTS clause no.4 certification, testing and inspection (page no. 3) Refer PTS Clause no 8 compliance matrix (page no 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. b) Materials offered shall conform to UCSL specifications and drawings. 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.	
7	Packing materials should be eco-friendly.	
8	Supplier should follow the statutory requirements of product offered.	
9	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.	
	COMMISSIONING & SEATRIALS: - Service engineer assistance for 15 days(excluding travel days, Sundays) irrespective of number of engineers in 3 trips per shipset. Total 90 man-days (excluding travel days, Sundays) irrespective of number of engineers in 18 trips for all 6 ships to be included in scope and cost.	
	b) Cost considered to include all charges incurred for travel, lodging, food and local transport costs.	
	e) Additional man-day rates to be indicated separately (all inclusive of cost for boarding, lodging and local transport etc.) for extension beyond agreed man-days. Additional man-days/trips only applicable after completion of 28 man-days & 12 trips as indicated in 9a for all the vessels together.	
10	d) Whether the applicable taxes in India shall be borne by UCSL/Supplier (In the case of foreign vendors)	
	e) Income tax liability of non-resident service engineer based on his period of stay in India shall not be borne by UCSL	
	f). The non-resident seller/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. Following documents shall be sought by UCSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/non-existence of business connection or permanent establishment in India. (The above is only an indicative list)	
11	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).	
	MSEs, Startups and Make in India	
12	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.	
	Delivery Period:	
13	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 -Within 2 months from the date of PO	
	SHIPMENT	
14	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	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
15	<p>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-</p> <p><u>b. For general items</u></p> <p>UCSL payment term is 100% within 30 days of receipt and acceptance of materials at UCSL stores after inspection.</p>	
16	<p>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.</p> <p>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</p> <p>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.</p> <p>f) Part payment shall be considered only if specifically agreed against partial supplies.</p>	
17	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u></p> <p>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.</p> <p>a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>_____ The bidder has not quoted for entire tendered quantity</p> <p>_____ UCSL has technically / commercially rejected a few items in the tender</p> <p>c) SD to be submitted within 2 weeks of receipt of order from yard.</p> <p>d) Format of bank guarantee along with enquiry to be agreed, in general</p> <p>e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders)</p>	
18	<p>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.</p> <p>a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any.</p> <p>b. To impose tender holiday for the vendor for an appropriate period as decided by UCSL</p> <p>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.</p>	
19	<p><u>Liquidated Damage:</u></p> <p>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.</p>	
	<u>Guarantee</u>	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
20	<p>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 30 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.</p> <p>b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.</p>	
21	<p>Preservation & Packing</p> <p>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.</p> <p>2. Duration of validity of preservation to be indicated.</p> <p>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</p> <p>4. The procedure for re-preservation to be supplied by the firm.</p> <p>5. Requirement of special provisions for storage and transportation to be specifically indicated.</p> <p>6. Any consumables required for preservation/ re-preservation beyond a stipulated time period to be clearly indicated by OEM.</p>	
22	<p>Jurisdiction:</p> <p>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.</p>	
	<p>Force Majeure condition:</p> <p>Should failure in performance of the contract or part thereof arise from war insurrection, restraint 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.</p>	
24	<p>Indian Agent:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>	
25	<p>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.</p> <p>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.</p> <p>c. Offer to be submitted in EUR/USD/INR currency Generally. Indian Firms shall quote in INR only.</p> <p>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</p> <p>e. Prices should be valid for acceptance for a period of 30 days from the date of tender opening.</p> <p>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.</p> <p>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.</p> <p>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.</p>	