

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 26.08.2025

## TENDER ENQUIRY

Dear Sirs,

This tender enquiry is for Strainers which is required for 6300TDW Dry Cargo Vessel being constructed at Udupi Cochin Shipyard 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 Shipyard Limited, Malpe Harbor Complex, Malpe. Udupi-576108, Karnataka, India.

Submission by Email: Offers (both Part- I Techno-commercial' and 'Part- II Price) in two separate password protected PDF file format, can also be made by E-mail ([sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [purchase2@udupicsl.com](mailto:purchase2@udupicsl.com)/ [sunilsnair@udupicsl.com](mailto:sunilsnair@udupicsl.com)/ [muhammad.anas@udupicsl.com](mailto:muhammad.anas@udupicsl.com)/ [midhunthomas@udupicsl.com](mailto:midhunthomas@udupicsl.com)/ [purchase@udupicsl.com](mailto:purchase@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/2025-26/1686- Techno-commercial and UCSL/MAT/PROJ/2025-26/1686 - Price bid).

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSL/MAT/PROJ/2025-26/1686	26.08.2025	15.09.2025, 15:30:00	15.09.2025, 15:30:00

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, पझमलूर गाँव  
पुकाथुरई पोस्ट, मदुरान्तकम 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

GSTIN: 29AAACT1281B1ZO

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

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



Material Code	Material Description*	Qty for 1 shipset	Total Qty	UOM	YARD	Required Date at UCSL
1040007243	SIMPLEX STRAINER 150NB PN10 STEEL GALVANIZED	2	16	EA	UY175 to 182	UY175 Within 31-12- 2025 from the PO.  UY176 Within 31-03- 2026 from the PO.  UY177 Within 30-06- 2026 from the PO.  UY178 Within 30-09- 2026 from the PO.  UY179 Within 31-12- 2027 from the PO.  UY180 Within 31-03- 2027 from the PO.  UY181 Within 30-06- 2027 from the PO.  UY182 Within 30-09-2027 from the PO.
1040007244	SIMPLEX STRAINER 25NB PN10 CARBON STEEL GALV	2	16	EA		
1040007245	SIMPLEX STRAINER 100NB PN10 CARBON STEEL GALV	1	8	EA		
1040007246	DUPLEX OIL FILTER 32NB PN10 CARBON STEEL	1	8	EA		
1040007247	Y-STRAINER 32NB PN10 CARBON STEEL	2	16	EA		
1040007248	Y-STRAINER 32NB PN10 BRONZE	1	8	EA		
1040007249	Y-STRAINER 40NB PN10 CARBON STEEL	1	8	EA		
1040007250	MUD BOX 100NB PN10 STEEL GALVANIZED	2	16	EA		
1040007261	MUD BOX 65NB PN10 STEEL GALVANIZED	4	32	EA		
1040007262	STRUM BOX 65NB PN10 STEEL GALVANIZED	5	40	EA		
1040007263	STRUM BOX 50NB PN10 STEEL GALVANIZED	4	32	EA		
1040007264	STRUM BOX 125NB PN10 STEEL GALVANIZED	6	48	EA		

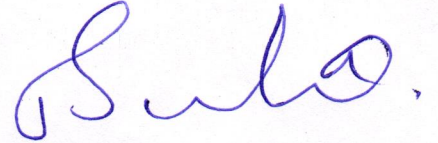


In case of commercial queries please contact			
Name	Designation	Mobile no.	E-mail
Mr. Sunil S Nair	Manager (Material)	+918202912104	<a href="mailto:sunilsnair@udupicsl.com">sunilsnair@udupicsl.com</a>
Mr. Muhammad Anas	Manager (Material)	+918202912106	<a href="mailto:muhammad.anas@udupicsl.com">muhammad.anas@udupicsl.com</a>
Mr. Midhun Thomas	Assistant Manager (Materials)	+918202912116	<a href="mailto:midhunthomas@udupicsl.com">midhunthomas@udupicsl.com</a>
In case of technical queries please contact			
Name	Designation	Mobile no.	E-mail
Mr. Vineesh V Pillai	Deputy Manager - (Machinery Design & Piping)	8939751165	<a href="mailto:vineeshpillai@udupicsl.com">vineeshpillai@udupicsl.com</a>

**Enclosures:**

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

For Udupi Cochin Shipyard Ltd,



Authorized Signatory

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




Rev.	Pages	Description	Date	Sign.
0	6	First Issue	01-04-2025	VINEESH

## 6300TDW DRY CARGO VESSEL



### UDUPI COCHIN SHIPYARD LTD

(A Cochin Shipyard Company)

YARD NO	UY175 - UY182	<b>6300TDW DRY CARGO VESSEL</b>											
OWNER	WILSON ASA, NORWAY	<b>PURCHASE TECHNICAL SPECIFICATIONS FOR STRAINERS</b>											
APPROVED	TRIVENI KK 												
CHECKED	VINEESH												
PREPARED	VINEESH												
DATE	01-04-2025	Doc. No.: PTS-175-059						Rev. No: 0					
ISSUED TO	DEP NO.												

*This document/specification is the property of Udupi Cochin Shipyard Limited, and it must not be copied or the contents thereof or any information received in conjunction therewith must not be imparted /shared to any third party or utilized for any other purpose. The receipt of the document/specification implies that the conditions as mentioned herein are accepted.*





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

6300TDW DRY CARGO  
VESSEL

STRAINERS

Yard No.	Doc. No	Rev. No	Page No.
UY175 -UY182	PTS-175-059	0	2

### 1. Name & Quantity

This document indents for the supply of **Strainers** listed in Annexure – 1.

The quantity of Strainers indicated in Annexure-1 is for only one (1) vessel. The total requirement is to be considered for eight(08) vessels.

### 2. Class & Flag Rules

The vessels shall be built under the flag and classifications specified as follows:

Flag : Norwegian International Ship Register (NIS)

Classification : DNV.

Class Notation : ☒ 1A Multipurpose dry cargo ship

Strengthened (IB 15 t/m2)

DG(B), DG(P), DBC

E0, LCS

INWATERSURVEY

ER(SCR, TIER III), SBC(1)

BWM(T)

BIS

TMON

### 3. Conditions of Supply

- The offer should be complete with all relevant details such as detailed technical specifications, material specifications, overall dimensions, storage/ preservation details etc.
- All items should be suitable for marine applications. The material of construction of strainers should be suitable for fluid handled and as per class requirements. The body material is mentioned in Annexure-1.
- All strainers should have flanges at both ends of standard as per EN1092-1 Type 01 Flat Face. In case of any deviation with this standard, the same should be indicated in the offer.
- The flow area of mesh elements should be min 200% of the inlet flow area.
- All threaded connections should be as per ISO standard. In case of any deviation with this standard, the same should be indicated in the offer.
- Hydraulic test pressure of strainers should be as per the PN rating mentioned in Annexure-1 and indicated in the offer.
- The manufacturer's test certificate to be provided for each consignment of material. All items shall be inspected by Udupi Cochin Shipyard's representative or a third party authorized by Udupi Cochin shipyard.
- In case of any deviation with these conditions of supply, the same should be clearly indicated in the offer.





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6300TDW DRY CARGO  
VESSEL

STRAINERS

Yard No.	Doc. No	Rev. No	Page No.
UY175 -UY182	PTS-175-059	0	3

#### 4. Vessel Particulars

The principal dimensions of the vessel are as follows:

Length over all, $L_{OA}$	: approx. 99.99 m
Length between perpendiculars, $L_{pp}$	: approx. 96.93 m
Breadth moulded, $B_{mld}$	: 15.85 m
Depth to main deck, $D$	: 8.80 m
Draught design, $T_{design}$	: 6.50 m
Draught maximum, $T_{max}$	: 6.75 m
Draught scantling, $T_{scantling}$	: 6.75 m
Deadweight at $T = 6.50$ m, $DWT_{design}$	: approx. 5970 t
Deadweight at $T = 6.75$ m, $DWT_{max}$	: approx. 6,300 t
Air draught above ballast waterline	: approx. 28,00 m

#### 5. Guarantee

The items supplied shall be guaranteed against defective design, material, and workmanship and under performance till, for a period as mentioned in commercial terms and conditions. Guarantee of the equipment shall be as per commercial terms and conditions.

#### 6. Environmental Conditions

The supplied Strainers should be designed for use in ambient conditions as mentioned below:

Minimum ambient seawater temperature	: 0 °C
Maximum ambient seawater temperature	: +27 °C
Minimum outside air temperature	: -20 °C
Maximum outside air temperature	: +30 °C
Maximum machinery space temperature	: +45 °C
Minimum machinery space temperature	: +5 °C
Atmospheric pressure	: 100 kPa
Relative Humidity inside	: 50 %

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

#### 7. 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.

##### 7.1. Documents to be submitted along with offer

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





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MALPE – 576108 INDIA

6300TDW DRY CARGO  
VESSEL

STRAINERS

Yard No.

Doc. No

Rev. No

Page No.

UY175 -UY182

PTS-175-059

0

4

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

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

**8. General Remarks**

**a) Tally Plate**

Identification markings/ tally plate to be provided showing the type of strainer, material, nominal bore, pressure rating, test pressure and manufacturing process as applicable and as per manufacturer's standard. The details should be clearly visible and indicated in English and in SI unit.

**b) Preservation**

- a) Each Strainers shall be cleaned, prepared & suitably protected for dispatch in such a way so as to prevent ingress of moisture and contamination during transportation & storage.
- b) The machined surface of fittings is to be suitably protected against mechanical damage during shipment & storage.

**9. Compliance**

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

**10. Inventory of Hazardous Materials (IHM) Management**

The following documents/ details corresponding to the Inventory of Hazardous Materials (IHM) to be provided by the vendor in accordance with the latest and relevant editions of MEPC 269(68).

- a. Supplier's Declaration of Conformity (SDoC)
- b. Material Declaration (MD)





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6300TDW DRY CARGO VESSEL

STRAINERS

Yard No.	Doc. No	Rev. No	Page No.
UY175 -UY182	PTS-175-059	0	1

**Annexure -1**

Sl. No	Type	Tag Number	Body Material	Strainer Element	Meh Size(mm)	Clas s	Pr. Rating	Size (NB)	Qty/ Vessel (Nos)
1.	Simplex Strainer	4002-F001	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	150	1
2.	Simplex Strainer	4002-F002	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	150	1
3.	Simplex Strainer	4005-V004	Carbon Steel Galv	Stainless Steel 316	8mm	III	PN10	25	1
4.	Simplex Strainer	4005-V011	Carbon Steel Galv	Stainless Steel 316	8mm	III	PN10	25	1
5.	Simplex Strainer	4020-F001	Carbon Steel Galv	Stainless Steel 316	8mm	III	PN10	100	1
6.	Duplex Oil filter	4040-F003	Carbon Steel	Stainless Steel 316	2mm	III	PN10	32	1
7.	Y-Strainer	4040-F001	Carbon Steel	Stainless Steel 316	2mm	III	PN10	32	1
8.	Y-Strainer	4040-F002	Carbon Steel	Stainless Steel 316	2mm	III	PN10	32	1
9.	Simplex Strainer	4060-F001	Bronze	Bronze	2mm	III	PN10	32	1
10.	Y-Strainer	4100-F001	Carbon Steel	Stainless Steel 316	2mm	III	PN10	40	1
11.	Mud box	4002-F003	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	100	1
12.	Mud box	4002-F004	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	100	1
13.	Mud box	4002-F006	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
14.	Mud box	4002-F008	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
15.	Mud box	4002-F010	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
16.	Mud box	4004-F002	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
17.	Strum Box	4002-F005	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
18.	Strum Box	4002-F007	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	50	1





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STRAINERS

Yard No.	Doc. No	Rev. No	Page No.
UY175 -UY182	PTS-175-059	0	2

19.	Strum Box	4002-F009	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
20.	Strum Box	4003-F001	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
21.	Strum Box	4003-F002	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
22.	Strum Box	4003-F005	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
23.	Strum Box	4003-F006	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
24.	Strum Box	4003-F007	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
25.	Strum Box	4003-F008	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	125	1
26.	Strum Box	4004-F001	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
27.	Strum Box	4004-F003	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
28.	Strum Box	4004-F008	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	65	1
29.	Strum Box	4005-V028	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	50	1
30.	Strum Box	4005-V029	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	50	1
31.	Strum Box	4005-V030	Steel Galvanized	Stainless Steel 316	8mm	III	PN10	50	1

Notes:

1. Quantity indicated in the table above is for only one vessel.
2. All items are to have flanged ends.
3. Mesh size mentioned in the table above is preliminary. The same will be confirmed as per the design requirement post order.



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: <b>a. For certificates and documents Refer PTS -175-059 Rev. No: 0, Clause no : 7 Supply of Documents (page 3)</b>	
6	<b>SPECIFICATIONS: -</b> 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 confirm to UCSL specifications. <b>Refer PTS-175-059</b> 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.	
10	<b>COMMISSIONING &amp; 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> 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. 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).	
12	<b>MSEs, Startups and Make in India</b> 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.	
13	<b>Delivery Period:</b> 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. <b>Material required date at UCSL as follows :</b> UY175 Within 31-12-2025 from the PO. UY176 Within 31-03-2026 from the PO. UY177 Within 30-06-2026 from the PO. UY178 Within 30-09-2026 from the PO. UY179 Within 31-12-2026 from the PO. UY180 Within 31-03-2027 from the PO. UY181 Within 30-06-2027 from the PO. UY182 Within 30-09-2027 from the PO.	



SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
14	<b>SHIPMENT</b>	
	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.	
15	<b>PAYMENT TERMS:</b>	
	a. For equipment's with commissioning	
	<b>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.</b>	
16	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. (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.	
17	f) Part payment shall be considered only if specifically agreed against partial supplies.	
	<b>Security Deposit/ Warrantee Bank Guarantee:</b>	
	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 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 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	
18	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	
	e) Mode of receipt of bank guarantee is strictly through SWIFT mode from 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.	
	a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any.	
18	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.	
	<b>Liquidated Damage:</b>	



SL NO	Description	Compliance by Supplier (YES/NO)
		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	<b>Guarantee</b> 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.	
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
21	<b>Preservation &amp; Packing</b> 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.	
	<b>Jurisdiction:</b> 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 Udupi, India. Alternate dispute resolution mechanism can also be considered.	
23	<b>Force Majeure condition:</b> 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.	
24	<b>Indian Agent:</b> 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.	
	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	
	<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/ 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	
	<b>e. Prices should be valid for acceptance for a period of four months from the date of tender opening.</b>	
	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.	
	l. 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.	
26	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.	
	<b>Integrity Pact:</b> 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)	
27	<b>Grievance Redressal Committee:</b>	
	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)	
28	c) Mr. Shibu John, Deputy General Manager (Finance)	
	<b>SUB CONTRACTING AND ASSIGNMENT</b>	
29	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.	
	<b>General:</b> 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.	
30	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—	
	<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 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.	
	<b>SUPPLY:</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.	



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 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.	
36	UCSL has an option of receiving 4 + 4 more similar projects within June 2024 and upon exercise of this option by owner yard will confirm the same quantity of item to supplier within June 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 June 2024. However the L1 determination shall be purely based on current confirmed quantity.	
37	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	
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 turnkey 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)	
B	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.	
C	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 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.
3	Type of business entity	
	(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.	
38	<b>Preference to Make in India</b>	
	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	
	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	<b>Purchase preferences for Class I local suppliers</b>	
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	
B	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 L1 price or accept less than 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.	
C	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%	
H	Non local -Local content less than 20%	
40	<b>Declaration of local content</b>	
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.	
B	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	
C	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.



PRICE BID FORMAT

Tender Enquiry No: UCSL/MAT/PROJ/2025-26/1686  
Vessel/Project: UY175 To 182

Tender Enquiry Date: 26 AUGUST 2025

SL. NO	MATERIAL CODE	DESCRIPTION	Quantity for 8 Shipset	UOM	Currency	Unit Rate	Total Price in INR
1	1040007243	SIMPLEX STRAINER 150NB PN10 STEEL GALVANIZED	16	EA	INR		
2	1040007244	SIMPLEX STRAINER 25NB PN10 CARBON STEEL GALV	16	EA	INR		
3	1040007245	SIMPLEX STRAINER 100NB PN10 CARBON STEEL GALV	8	EA	INR		
4	1040007246	DUPLEX OIL FILTER 32NB PN10 CARBON STEEL	8	EA	INR		
5	1040007247	Y-STRAINER 32NB PN10 CARBON STEEL	16	EA	INR		
6	1040007248	Y-STRAINER 32NB PN10 BRONZE	8	EA	INR		
7	1040007249	Y-STRAINER 40NB PN10 CARBON STEEL	8	EA	INR		
8	1040007250	MUD BOX 100NB PN10 STEEL GALVANIZED	16	EA	INR		
9	1040007261	MUD BOX 65NB PN10 STEEL GALVANIZED	32	EA	INR		
10	1040007262	STRUM BOX 65NB PN10 STEEL GALVANIZED	40	EA	INR		
11	1040007263	STRUM BOX 50NB PN10 STEEL GALVANIZED	32	EA	INR		
12	1040007264	STRUM BOX 125NB PN10 STEEL GALVANIZED	48	EA	INR		
13		<b>TOTAL BASIC PRICE FOR 8 SHIPSET</b>					
14		Packing & Forwarding Charges / FOB Charges	1	LS			To be included
15		Freight Charges	1	LS			To be included
16		Other Charges, if any (specify)	1	LS			To be included
17		Transit Insurance and Unloading Charges					by UCSL
18		GST(as applicable)					
19		HSN CODE					
20		Total Order value for 8 ship set (FOR UCSL STORES PRICE)					
21		Delivery Period required at UCSL Stores					UY175 Within 31-12-2025 from the PO. UY176 Within 31-03-2026 from the PO. UY177 Within 30-06-2026 from the PO. UY178 Within 30-09-2026 from the PO. UY179 Within 31-12-2026 from the PO. UY180 Within 31-03-2027 from the PO. UY181 Within 30-06-2027 from the PO. UY182 Within 30-09-2027 from the PO.

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 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.
- Order will be placed on individual L1 basis.



BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

To

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

WHEREAS..... (Name & Address of Supplier) (Hereinafter called "**the Supplier**")  
has undertaken, in pursuance of Contract.....  
No..... Dated: ..... to execute..... (Name of Contract  
and brief description of works) (hereinafter called "**the Contract**" AND WHEREAS it has  
been stipulated by UDUPI COCHIN SHIPYARD LTD (The Buyer- hereinafter called "**UCSL**") in the  
said contract that the supplier shall furnish UCSL with a Bank Guarantee for the sum  
specified therein as security for compliance with the Supplier's obligations in accordance  
with the Contract.

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

NOW THEREFORE we .....(Name of the  
Bank) having its Head Office at.....(Address  
of Head Office) and acting through its branch office at.....(Address  
of the executing branch) (hereinafter called "**the Bank**") hereby affirm that we are the  
Guarantor and responsible to **UCSL**, on behalf of the Supplier up to a total of  
.....(amount\*  
of Guarantee).....in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total  
the Guarantee Amount upon receipt by us of your demand in writing accompanied by the  
following documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under  
the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written  
notice by email from you to make good the aforesaid breach and that the Supplier  
still failed to fulfill the Contract within 30 days of such notice. A copy of such notice given  
by email to the Supplier shall be attached to the demand for payment.



Any demand for payment should contain your authorized signatures which must be authorized by your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between **UCSL** and the Supplier shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification:- We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed.....  
(.....Only).
2. This Bank Guarantee shall be valid up to {date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if **UCSL** serve upon us a written claim or demand on or before .....(validity date).

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,

Signature and seal of the:

Guarantor: .....

Name of bank: .....

Address: .....Date: .....

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



## **PRE-CONTRACT INTEGRITY PACT**

### **UDUPI COCHIN SHIPYARD LIMITED**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 26<sup>th</sup> day of the month of July 2022 between, on one hand, the President of India acting through Assistant General Manager, Udupi Cochin Shipyard Ltd (UCSL) having its registered office at Malpe, Udupi – Karnataka, India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s....., represented by Shri ..... (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

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

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

#### **NOW, THEREFORE,**

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

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

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

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

#### **Commitments of the PRINCIPAL**

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



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

3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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



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

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13** The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.



**4. Previous Transgression**

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

**5. Earnest Money (Security Deposit)**

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

**6. Sanctions for Violations**

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



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



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

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

## **7. Fall Clause**

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

## **8. Independent Monitor**

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

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

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

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

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



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

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

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

**11. Other Legal Actions**

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



**12. Validity:**

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

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

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

**PRINCIPAL**

Name of the Officer

Dept./MINISTRY/PSU

**BIDDER**

Designation

Witness

1.....

2.....

Witness

1.....

2.....

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