

UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 31.10.2023

TENDER ENQUIRY

Dear Sirs,

Sealed Tenders, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in **THREE BID SYSTEM**, three separate covers as 'Part- I - EMD & Eligibility Criteria, Part-II - Techno-commercial' and 'Part- III - Price' - all 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 (all Part- I 'EMD & Eligibility Criteria', 'Part - II - Techno-commercial' and 'Part- III Price') in three separate password protected PDF file format, can also be made by E-mail (sony.clement@udupicsl.com, purchase@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 EMD & Eligibility Criteria, Part-II Techno-commercial' and 'Part- III Price) to be named clearly (UCSL/MAT/2023-24/589 - EMD & Eligibility Criteria, UCSL/MAT/2023-24/589 - Techno Commercial & UCSL/MAT/2023-24/589 - Price bid)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSL/MAT/2023-24/589	31.10.2023	15.11.2023, 15:30:00	15.11.2023, 15:30:00

Sl No	Material Code	Material/ Service Description	UOM	Qty	Yard No	Required Date at UCSL
1		Design, Manufacture, Supply, Installation, testing and commissioning of Pipe Bending Machine	Set	1	UCSL Yard	Supply should be completed within 4 months from the date of PO and installation and commissioning within 15 days from site clearance

EMD- An EMD of INR 50,000/- should be submitted by the bidders

The amount of Earnest Money Deposit (EMD) shall be INR 50,000.00 in the form of Demand Draft/Bankers Cheque, Fixed Deposit Receipt/Bank Guarantee in favor of Udupi Cochin Shipyard Limited, payable at Cochin from Nationalized Banks with minimum 3 months validity

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

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

पंजीकृत कार्यालय:
एस. नं. 377, पञ्चमनूर गाँव
पुक्कानुरई पोस्ट, मदुरान्तकं तालुका
कांचीपुरम - 603 116, तमिल नाडु, भारत ।

कॉर्पोरेट कार्यालय:
माल्पे हार्वर 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: 29AAACT1281B1Z0

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

www.tebma.co.in

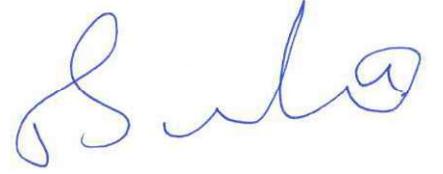
In case of any commercial queries, please contact: Mr. Sony Clement - AGM (Materials), Muhammad Anas - Manager (Materials) Mobile No. 8129443366, Midhun Thomas - Assistant Manager (Materials) Mobile No.: +91 9995777763, Email: sony.clement@udupicsl.com, muhammad.anas@udupicsl.com, midhunthomas@udupicsl.com, purchase@udupicsl.com,

For Technical queries please contact: Mr. Billu C Rajan (AGM - U&M) Mobile No.: 9995806171, Mr. Girisha K (Sr. Manager - U&M) Mobile No.: 9986977749 Email: billu.rajan@udupicsl.com, girisha.k@udupicsl.com

Enclosures:

1. Eligibility Criteria - Annexure 1
2. Purchase Technical Specification (PTS) - Annexure 2
3. General Terms and Conditions of procurement - Annexure 3
4. Price bid format - Annexure 4
5. Bank Guarantee/Security Deposit Format, Pre-Contract Integrity Form & EMD towards Bank Guarantee Format - Annexure 5

For Udupi Cochin Shipyard Ltd,



Authorized Signatory

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

ELIGIBILITY CRITERIA
FOR
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING
OF
PIPE BENDING MACHINE FOR SHIPYARD APPLICATIONS

1. ELIGIBILITY CRITERIA

The criteria mentioned below are very critical for successful commissioning of the Pipe Bending Machine with the given specifications and well within the time frame. Tenders meeting the criteria stipulated below are only eligible and those offers shall be considered for technical evaluation. Offers received without complying the below requirements will summarily be rejected without any further communication from UCSL side.

1.1 GENERAL

- a) The Bidder shall be a Single firm or Consortium/ Joint Venture (JV) of maximum three members. The Single bidder/ Lead Partner of JV/ Lead Partner of Consortium shall be OEM or authorized dealer of Pipe Bending Machine. In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria, shall be OEM of Pipe Bending Machines, they should submit relevant documents to prove that they have completed at least one similar capacity equipment in their own facility in India complying the criteria as mentioned in the technical experience criteria (Clause 3.2). Necessary supporting documents shall be submitted in this regard. Also documents related to the relationship between the Indian Firm and Foreign firm to be submitted.
- b) Single bidder/ Lead Partner of JV/ Lead Partner of Consortium should be in the field dealing with the manufacturing, supply, erection, testing and commissioning of Pipe Bending Machine for a minimum period of Five (5) years as on the date of publishing this tender. Certificate of Incorporation of the company in this regard shall be submitted. The certificate should be Notary vetted/ Embassy attested.
- c) Bidder should have a permanent service availability in India, which has been working for the past 1 years minimum.
- d) Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. Bidder shall submit a declaration to that effect.

1.2 TECHNICAL EXPERIENCE:

- a) The bidder should have manufactured, supplied, erected, tested and commissioned at least One (1) Number of Pipe Bending Machine, 114mm 2 axis NC pipe bending machine or higher axis machine (NC/CNC) with bending

attachment during the last Ten (10) years, as on the date of publishing this tender in any of the shipyard or heavy engineering companies in India. All the executed Pipe Bending Machine Projects should be in operational and put in to production satisfactorily for more than One (1) year after commissioning will only be considered for the above.

- b) Bidder shall submit **Performance Certificate** (shall be obtained within the last 10 years as on the date of publishing this tender), directly issued by any reputed industry, for the Pipe Bending Machine supplied & commissioned for claiming the above. The performance certificate shall have details like Purchase Order No., brief technical details of the system commissioned, date of completion, performance feedback of the system commissioned, promptness in after sales service support, supply of spares, etc. The authenticity of performance certificates submitted by the bidder will be verified with source directly by UCSL.
- c) Bidder shall submit Notary vetted copy of Purchase Order (PO)/ Work Order (WO) and Commissioning Report/ Completion Certificate issued by the client as relevant stating the above. The contact details (Phone No., Email ID, Communication Address etc.) of the Clients for the above shall be invariably submitted. Bidders, please note that submitting Commissioning Report/ Completion Certificate from the client (Shipyard/ Heavy Engineering Industry) on its letterhead along with other supporting documents (PO/ WO) is mandatory.
- d) The documents/ certificates submitted by the bidder will be verified with the source directly by UCSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection/ disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tender process of UCSL for a period of Three (3) years henceforth.
- e) UCSL reserves the right to visit the Pipe Bending Machine installations carried out by the bidder in order to have firsthand information regarding the performance of the Pipe Bending Machine and after-sales support rendered by the firm. The Bidder shall coordinate for obtaining approval/ consent for the above-mentioned visit whereas travelling and all other expense of the UCSL Personnel shall be borne by UCSL. Final Acceptance of the offer will be subject to the receipt of satisfactory feedback from the clients as mentioned above.

Offers of those firms, who have adequate experience and reliable credentials will only be considered. The decision of UCSL in this matter will be final.

EXPERIENCE: RELEVANT PROJECTS COMPLETED

Please fill in information about the relevant projects completed in the last Ten (10) years, as on the date of publishing this tender, to meet Eligibility Criteria.

Name of the Supplier

Sl. No.	Name of the Client	Project Description – Main Technical Particulars of Pipe Bending Machine	Completion period of the project as per the contract	Start date & Commissioning Date of the project	Remarks including reason for delay in completing the project, if so	Details of documentary evidence provided
1						
2						
3						

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if UCSL demands.

Signature of the authorized representative of Tenderer

Name:

Designation:

(Company Seal)

Place:

Date:

PRESENT ORDER BOOK POSITION

Please provide information about all projects in progress, including those where the company has received a letter of intent, but a formal contract is not awarded.

The below details would not be considered for Eligibility Criteria evaluation. This is for information only.

Name of the Supplier

Sl. No.	Name of the Client	Pipe Bending Machine Details & location of installation	Scheduled date of completion of work
1			
2			
3			

We hereby solemnly confirm and certify that the above information is true as per audited records of our organization and liable to furnish any additional information if UCSL demands.

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative)

Place:

(Company Seal)

Date:



UDUPI COCHIN SHIPYARD LIMITED

(Formerly TEBMA Shipyards Limited)

Ministry of Ports, Shipping and Waterways,
Government of India

TECHNICAL SPECIFICATION

FOR

SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF

PIPE BENDING MACHINE FOR **SHIPYARD APPLICATIONS**

(114 mm(100NB) 2-AXIS Pipe Bending Machine)

PURCHASE TECHNICAL SPECIFICATION
114 mm(100NB) 2-AXIS Pipe bending machine

1. SCOPE OF WORK

Supply, installation, testing and commissioning of One (1) No. "114 mm 2 axis NC pipe Bending Machine or higher axis machine (NC/CNC with bending attachment and for Pipe Shop at UCSL, Malpe, Karnataka

2. RULES AND REGULATIONS

The equipment shall be designed, manufactured, supplied, erected, tested and commissioned at UCSL, Malpe, Karnataka conforming to relevant standards to the entire satisfaction of UCSL /the Engineer-in-Charge as per our Contract Rules and Regulations.

3. SPECIFICATIONS

3.1 General

The machine shall be designed for draw bending work of pipes with all standard accessories including motor, hydraulic equipment, remote control, etc., and it should be suitable to bend non-ferrous and carbon steel pipes in cold condition by means of NC Programming.

3.1.1 STANDARDS

All design factors, material parts and workmanship shall comply with national or international standards.

3.1.2 Principal particulars

(a) Type:

Hydraulically driven solenoid pushbutton system, independent remote controlled clockwise bending type using die and mandrel with pressure Die assist (through independent source)

(b) Materials to be bend:

SGP (JIS G3452), STPG (JIS G3454), STS (JIS G 3433), ISI: 1239, ASTM A 53, ASTM A106

- (c) The machine should bend following ferrous and non-ferrous pipes to 2 D, 3 D bend radius as detailed below:

Pipes to be bend with details of bending radius:

FERROUS AND STAINLESS STEEL:

(As per standards IS:1239, ASTM A 53, A312 grade TP316L & A 106, ANSI B16 Dimension-ANSI 36.10)

Pipe NB (mm)	Pipe OD (mm)	Thickness (mm)		Bending Radius (mm)	
		Sch.40	Sch.80	2 D	3 D
15	21.3	2.77	3.79	50	65
20	26.7	2.87	3.91	55	80
25	33.4	3.38	4.55	70	100
32	42.2	3.56	4.85	85	125
40	48.3	3.7	5.1	100	150
50	60.3	3.9	5.5	120	180
65	76.1	5.2	7.0	160	230
65	73.0	5.16	7.0	160	230
80	89.1	5.5	7.6	190	270
100	114	6.02	8.56	225	350

Separate mandrel to be provided for MS & SS pipes considering material for schedule 40 and 80. For SS suitable bronze mandrel to be considered up to 80NB (mm).

NON-FERROUS:

(Copper, Al.Brass, Cu Nickel) (As per BS2871 standard Dimension-BS2871 PART 2, Table 3/BR 3013 (2))

Pipe OD (mm)	Thickness (mm)		Bending Radius (mm)	
	STD	Other STD	2 D	3 D
44.5	1.5	2	90	150
57	1.5	2	120	180
76.1	2	2.5	160	230
88.9	2.5	3	190	270

- (d) Maximum pipe lengths to be bend 6,000 mm.
- (e) Minimum and maximum radius of bend for ferrous pipes is 30 mm and 350 mm (and above) respectively.

Minimum and maximum radius of bend for non-ferrous pipes is 30 mm and 350 mm (and above) respectively.

(f) Angle of bend: 0° to 180° (the spring back compensation should be 190° approx.)

(g) Maximum bending speed: At least 12 Deg / sec

(h) Hydraulic valves:

Hydraulic valves of Rexroth or Yuken makes having suitable pressure and discharge. Other reputed international/European make can be accepted with prior approval.

(i) Electrical connected load to be specified by vendor. UCSL will provide Electrical power supply- 3 Phase and neutral, 4 wire, AC 415 V (+/- 6 %), 50 Hz (+/- 3%) supply (4 Wire system).

(j) Bending attachments:

All bending attachments like bending die, clamp die, clamp bracket, pressure die, Mandrel, wiper die(whenever applicable) and gripper shall be supplied as part of standard equipment as per the pipe specifications mentioned in clause no.3.1.2 C.

(k) Maximum Rate of Turning speed: **At least 60 deg/sec**

(l) Maximum Rate of traverse speed: **At least 200 mm/sec**

(m) Power Consumption: vendor to specify

(n) Weight & Dimension (L/W/H): Vendor to specify. The tentative dimension considered for the machine is considered as per the enclosure 1.

(o) Mandrel lubrication to be semi-automatic with pneumatic arrangement with manual push button.

(p) Compressed air connects: 6 bar, quality class according to IS 8573-1, Class 5.

(q) Lubrication and Hydraulic Oil - The first fill of lubrication oil and hydraulic oil (10%extra) shall be provided by the supplier at free of cost.

3.1.3 Accuracy:

Angular positioning of tube : +/- 0.1 deg

Linear Positioning of tube : +/- 0.1mm

Bend axis accuracy : +/- 0.2 deg

3.1.4 Erection and commissioning:

The equipment is to be erected in the Pipe Shop at UCSL, Malpe, Karnataka on the level floor constructed by UCSL as per the drawings furnished by the supplier. All tools, consumables required for commissioning, etc., are to be arranged by the supplier at his cost. Except the facilities under scope of UCSL, all items/facilities required for the erection and commissioning of the equipment are to be arranged by the supplier.

3.1.5 Deputation of Commissioning Engineer:

Services of Commissioning Engineer during erection, testing and commissioning shall be provided. Also, supplier should impart training to UCSL personnel for operation and maintenance of the equipment at UCSL after commissioning of the equipment.

3.2 Electrical Specification

- 3.2.1 The scope includes supply, installation, testing and commissioning of the total electrics of the equipment and its connected systems. This being a turnkey job, should include all the accessories required for the successful completion of the job and commissioning of the same as per all relevant rules and regulations and to the entire satisfaction of UCSL.
- 3.2.2 If any change or modification is required to suit the operational and running requirements, the supplier at his cost shall do the same.
- 3.2.3 Supply and installation of suitable size cables includes laying, clamping, end terminations, identification tags, ferrules, etc. shall be as per standards.
- 3.2.4 An outlet of AC 3 phase and neutral, 4 wire, 415 V (+/- 10%), 50 Hz (+/- 3%) of required current rating will be provided by UCSL. All the outgoing circuits from this outlet are to be arranged by the supplier. Only safety earth bus is available in the shop floor. The supplier at his cost shall provide any separate earthing system required for the machine.
- 3.2.5 All the electrical works including cabling, earthing, etc. shall be arranged by the supplier through a licensed Electrical Contractor. The scheme with necessary drawings, documents, etc. as per CEA requirement shall be submitted to UCSL for getting the approval from the Central Electricity Authority (CEA), Chennai, before the commencement of work. The CEA approval will be taken by UCSL or its authorized representative. The completion report with relevant documents should be submitted to UCSL for submission to CEA for scrutiny and inspection. If any modification or re-work is suggested by CEA for conformity with statutes/IER/etc., the SUPPLIER shall do the same without extra cost. The pre-commissioning tests of operational requirements, insulation measurement, etc. shall be carried out. The workmanship and quality of work should be acceptable to UCSL Authority/ Engineer of the work.
- 3.2.6 All safety aspects, such as, Safety Rules for Contractors, etc. for any work in UCSL, Malpe, Karnataka premises should be fully ensured and complied with and should be with the approval of UCSL designate safety officer-in-Charge.

- 3.2.7 Facilities like power, Pneumatic air, water and handling equipment (crane and hydra) necessary for erection of the equipment will be provided by CSL free of cost subject to availability.
- 3.3 Any other items which are required for the successful operation of the equipment even if not specifically mentioned are to be provided by the supplier.
- 3.4 The supplier should arrange necessary testing kits, instruments, meters, accessories, etc. for testing and proving various parameters and capabilities of the machine. The above should have the necessary accuracy and calibrated in an approved laboratory.

4. OPERATION

The clamping and bending operations shall be performed by 2 axis NC programming. It should be remotely controlled independently by means of push button switch positioned on a separate stand portable operation board. The machine shall be 2 — axes — controlled bending machine. The pipe is held in power chuck mounted on trolley having programmable auto indexing capability for linear as well as angular positioning for subsequent bends. All the bends are carried out automatically and precisely as per program. It consists of menu assisted user guidance via color —touch-screen with integrated PC. The vendor can propose suitable 2 axis NC machine or higher axis machine (NC/CNC) to suite our requirement as specified above.

5. TESTING AND INSPECTION

Manufacturers shop tests and inspection shall be carried out in accordance with the manufacturer's standards and the requirements of the Rules and Regulations. UCSL reserves the right to inspect the machine at manufacturer's works and also at his sub-contractor's works. Pre-dispatch inspection & Factory Acceptance trials (FAT) shall be carried out in the presence of UCSL representatives.

The vendor to buy only one piece of 4 to 6 meter each size of MS pipe for which tooling's are made and the same length of pipe can be used during both PDI at works and remaining length during commissioning at UCSL.

The above is acceptable with following condition.

- a) The largest pipe to be bend for SS pipe (80NB) and MS pipe(100NB) as per tender specification should be covered during inspection and commissioning trials.
- b) Also, two or three pipes to be SS in the intermittent range for bending to be performed during inspection and commissioning trials. Rest of the pipes can be of MS.
- c) However, if the desired criteria are not achieved then further pipes are to be arranged by the vendor.

Necessary arrangements shall be made by the supplier for the above. The inspection charges such as boarding and lodging of UCSL/inspection agency will be borne by UCSL.

- 5.1 The inspection and testing procedures including the full details at suppliers works as well as UCSL site has to be submitted by supplier to UCSL Authorized inspection agency.
- 5.2 Tests for operation – After the installation is put into service, tests shall be carried out to prove the following:
 - 5.2.1 Compliance of the equipment with specified performance and other parameter requirements.
 - 5.2.2 Satisfactory performance of each operation.
 - 5.2.3 Tolerance as specified within the limits.
 - 5.2.4 Satisfactory operation of all protective devices.
 - 5.2.5 Correctness of all circuits and interlocks and sequence of operation.
 - 5.2.6 Satisfactory operation of switches, relays, control devices and accessories, limit switches, etc.

6. GUARANTEE

The supplier shall guarantee the machinery and/or equipment/accessories against damage or failure due to defects in design, material and/or workmanship for 24 Months from the date of commissioning. 'Should such damage or failure occur within that period, the manufacturer shall replace or repair the defective parts at free of cost by the supplier.

7. SUPPLY OF DOCUMENTS

All documents shall be in English and in metric system and the following documents shall be submitted, where applicable. The drawing approval where required by UCSL shall be carried out on the manufacturer's responsibility.

- 7.1.1 Documents within two weeks after placement of order [six (6) sets unless otherwise mentioned]:**
 - 7.1.2 Detailed Bill of Material of items to be supplied.
 - 7.1.3 Installation and commissioning programme – Bar Chart.
 - 7.1.4 Details of shop tests and inspection.
 - 7.1.5 Arrangement and detailed drawing containing among others, the following information:
 - (a) Machinery arrangement drawing giving dimensions, bolting arrangement and clearances for maintenance and withdrawal including piping diagram.
 - (b) Electrical and electronic automation, control and instrumentation drawings, such as, single line diagram, wiring diagram, schematic diagram, cable schedule and

arrangement drawing of all electrical items, electronic control and circuits, PLC/APC digital controls, if any, etc.

- (c) List of various electrical/electronic parts/items indicating designation, description, manufacturer's name, type, rating, quantity, etc.
- (d) Similar details as in (c) above to be furnished for spare parts also.
- (e) Make and type of all major components.
- (f) Physical lay out of all the items offered indicating dimensions, weight, etc.
- (g) Any other item not specifically mentioned but required for the satisfactory operation of the equipment shall be provided by the supplier. The contractor shall be entirely responsible for any errors and/or omissions from the drawings, etc., and the sufficiency and efficiency of the equipment supplied in all respects, not withstanding any approval, which the purchaser may have given to the drawings prepared by the contractor/supplier.
- (h) Civil Foundation drawings (if any) of Pipe Bending Machine for preparation of suitable foundation at site shall be supplied within one month of award of purchase order. Based on this, the purchaser will arrange the civil foundation for the Machine.

7.2 Documents with Machine [Three (3) sets unless otherwise mentioned]:

7.2.1 Test Certificate (in triplicate with original).

7.2.2 Test and inspection results/records.

7.2.3 Packing list (with reference to each item of Bill of Material).

7.2.4 Instruction and Maintenance Service Manuals [three (3) sets] with details covering general description, installation, operation, maintenance including preventive maintenance schedule, lubrication procedure, control systems, trouble shooting guide, spare parts, catalogues and literature of individual components, etc - soft copy also is to be submitted.

7.2.5 The supplier shall submit final as fitted drawings with modification/alteration, if any, wherever applicable - soft copy also to be submitted.

8. PLACE OF DELIVERY

Place of Delivery	Udupi Cochin Shipyard limited Malpe Harbour complex Malpe, Udupi Karnataka 576108
Officer In charge	<p>1. Billu C Rajan Assistant General Manager (UCSL) Email: billu.rajan@udupicsl.com Mob: 9995806171</p> <p>2. Girisha K Senior Manager (UCSL) Email: girisha.k@udupicsl.com Mob: 9986977749</p>

9. DELIVERY AND ERECTION

The "PIPE BENDING MACHINE" with Bending attachments and tools shall be designed and supplied to UCSL within 3 months from the date of issue of PO. The Erection, testing and commissioning should be completed within 15 days from the date of delivery of material at site.

10. GENERAL REMARKS**10.1 Name Plate(s)/Caution Plate(s) and Instrumentation:**

10.1.1 The name plate(s) and caution plate(s) shall be written in English and indicated in metric unit and shall be covered with cellophane tape for temporary protection.

10.1.2 All major items of supply shall be provided with identification name plates made from stainless/brass plates and label plates indicating equipment type, capacity, electric rating, etc., shall be fitted as per manufacturer's standard. Instrumentation shall also be indicated in metric unit.

10.2 Liability

Manufacturer shall bear all responsibilities for the shop trials and the delivery of the machinery to the Shipyard.

10.3 Piping Flange

Piping flange connections on machinery and/or equipment shall be as per the Indian or International standard. If supplied as per manufacturer's standard, mating flanges shall be supplied.

10.4 Screw Thread

Screw thread shall be in accordance with ISO standard.

10.5 Grease Nipple

Pin type grease nipple, where grease is supplied, shall be used.

10.6 Painting

Painting Schedule shall be, as per manufacturer's standard and the outside finished color shall be with prior approval of UCSL

10.7 Preservation

10.7.1 Recommended method of preservation and names of recommended preservatives shall be indicated.

10.7.2 The equipment and accessories shall be suitable for specified duty of operation at an ambient temperature of 40 degree centigrade and RH 98% in a dust and salt laden corrosive atmosphere prevailing in Malpe, Karnataka India.

10.8 Special Tools

Special tools for installation of the machine have to be supplied, if necessary.

10.9 Instruments

Instruments to be mounted on the equipment have to be supplied with the equipment.

10.10 Standards

All design factors, equipment, materials, parts, workmanship, etc., shall comply with the latest standards/practices, such as, IFC/ISO/etc.

- i. Indian Standards or equivalent International Standards.
- ii. Otherwise, national standards of the country where the collaboration works are situated.
- iii. Factories Act, Indian Electricity Rules and other statutory regulations pertain to design, manufacture, installation, operation and maintenance of such machinery/equipment for service at Malpe, Karnataka, India. All

safety precautions are to be taken care of in the design and should be incorporated in the equipment.

- iv. Regarding the practices not specifically mentioned in the above standards, the normal practice of the industry shall be applied.

11. SCOPE OF DELIVERY

11.1 Manufacturer's Portion

One (1) No. "114 mm NC pipe Bending Machine" with bending attachment and tools for Pipe Shop at UCSL, Malpe, Karnataka

11.2 Udupi Cochin Shipyard (UCSL)'s Portion:

11.2.1 Machine civil foundation if any. However, the foundation drawing shall be provided by the supplier.

11.2.2 Water supply

11.2.3 Pneumatic air

11.2.4 Providing mobile crane (12T hydra)

11.2.5 Electric power supplies- 3 Phase and neutral, 4 wire, AC 415 V (+/- 5 %), 50 Hz (+/- 3%) supply.

12. FOUNDATIONS AND ERECTION

The foundation work for the machine to be carried out by the supplier with anchor bolt (using suitable chemical). UCSL will provide the levelled floor for the installation of the machine as per the space requirement provided by the supplier.

The control circuit Electrical wiring diagram, hydraulic circuit etc. shall also be furnished. Supervision of erection and commissioning is included in the scope of supplier.

- I. . Any other items which are required for the successful operation of the equipment even if not specifically mentioned are to be provided by the supplier
- II. The supplier should arrange necessary testing kits, instruments, meters, accessories, etc. for testing and proving various parameters and capabilities of the machine. The above should have the necessary accuracy and calibrated in an approved laboratory.

13. After Sales Service

The facility of after sales service by the supplier to provide efficient service support to attend to any failure/service requirement of the equipment and accessories within 2 days has to be provided. The spares shall be freely available and the supplier shall be in a position to supply the spares immediately when required. 10 years spares support required

14. TOOLS

Special maintenance and operation tools, if required for erection, dismantling and adjusting shall be supplied. List of the tools and erection procedure are to be furnished well in advance.

15. SAFETY

All safety precautions are to be taken care in the design and should be incorporated in the equipment or as per the instruction given in the document.

16. OTHER SPARES

Other important spares, consumables and accessories in bidder's own format to be quoted separately for the machine (for ~ two years of operation). Unit cost of other spares will not be considered for cost comparison.

17. CONSTRUCTIONS AND MATERIAL.

Construction and material shall be in accordance with the manufacturer's standard.

18. TRAINING OF OPERATION AND MAINTENANCE PERSONNEL

The supplier shall impart training by OEM to operation and maintenance personnel during period of testing and commissioning of the machine at UCSL free of cost.

Suitable training to be provided for seven days to at least 5 operatives each for the following at UCSL free of cost by supplier:

- a. Maintenance Personnel
- b. Machine operation

The supplier to provide additional training for seven days during the warranty period to the supervisors deputed by UCSL as per date communicated by UCSL at free of cost by supplier.

TECHNICAL CHECKLIST**SUBMITTED BY THE TENDERER ALONGWITH THE OFFER FOR PIPE BENDING MACHINE FOR SHIPYARD APPLICATIONS**

Sl. No.	Requirement as per UCSL Specification	Compliance	Remarks
1	Pipe Bending machine and supply, erection, testing and commissioning at UCSL as per scope of work detailed in technical specification.	Yes/No	
2	The offered equipment confirms to Clause # 3 of technical specification.	Yes/No	
3	Equipment shall confirm to the additional Electrical requirements as per clause # 3.2	Yes/No	
5	Delivery schedule of the system as per Clause # 9 of technical specification.	Yes/No	
6	Spares & Consumables offered as per Clause # 16 of technical specification.	Yes/No	
7	After Sales Service facility available locally as per Clause # 13 of technical specification.	Yes/No	
8	Warranty offered as per Clause# 6 of technical Specification	Yes/No	
9	Supply of documents as per Clause # 7 of technical specification	Yes/No	
10	Meeting of Eligibility Criteria "General" as per Annexure 1 clause #1.1	Yes/No	
11	Meeting of Eligibility Criteria "Technical Experience" as per clause # 1.2 of Annexure 1	Yes/No	
12	Spare price validity has to be provided for a period of 5 years	Yes/No	
13	Operating of the system as per clause # 4 of technical specification	Yes/No	
14	Training of operation & maintenance Personnel as per clause # 18 of technical specification.	Yes/No	
15	Testing & inspection of system at UCSL as per clause # 5 of technical specification	Yes/No	
16	Compliance of Safety Rules & other Statues as per clause # 15 of technical specification	Yes/No	
17	Foundation and Erection as per clause # 12 of technical specification	Yes/No	

18	Submission of Performance certificate as per clause# 1.2 (b) of Annexure 1	Yes/No	
----	--	--------	--

It is mandatory to fill up the check list and submit along with the technical part, without which the offer is liable to rejected.

SIGNATURE WITH DATE &

SEAL OF THE TENDERER

Annexure 03/A GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of noncompliance, 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-2 techno-commercial bid in the case of three-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.	
	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.	
4	Following Certificates/documents is to be submitted for the item in the event of an order:	
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.	
6	Packing materials should be eco-friendly.	
7	Supplier should follow the statutory requirements of product offered.	
8	Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9	COMMISSIONING/ SERVICE ASSISTANCE: - Necessary service assistance and commissioning assistance, shall be provided for the pipe bending machine. Service engineer assistance for required days irrespective of number of engineers in necessary trips for the installation and commissioning to be included in scope and costs. b) Cost considered to include travel tickets, lodging and local transport costs. c) Additional man day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man days. Additional man days	

	only applicable after completion of 30 days for the pipe bending machine.	
	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 vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India. 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/nonexistence of business connection or permanent establishment in India. (The above is only an indicative list)	
10	Taxes and duties, if any, payable extra is to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 3 bid tender).	
11	MSEs, Startups and Make in India a) Local Suppliers (Make in India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.in) under the Tenders tab for further reference.	
12	<u>Delivery Period:</u> a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.) Please note, required date at UCSL are as follows: b. The supplier shall submit all the drawings for approval from UCSL within 15 days from the date of PO and UCSL has forward the drawing approval within 15 days thereafter. Material required date at UCSL is within 4 months from the date of PO and approved drawings and installation to be completed within 15 days of supply and site clearance.	
13	<u>SHIPMENT</u> a. Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment. b. A minimum 14 days free detention period is to be granted for clearance of the goods at Mangalore/Mumbai/Chennai seaport, as applicable for full containers.	
14	<u>PAYMENT TERMS:</u> a. For <u>equipment's with commissioning</u> UCSL payment term is 70% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of items at UCSL stores after inspection for the supply of equipment and balance 30% of equipment along with the installation and commissioning charges after satisfactory completion of commissioning certified by UCSL.	

	<p><u>b. For general items</u> UCSL payment term is 100% within 30 days of receipt and acceptance of materials at UCSL stores after inspection.</p>	
	<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>	
15	<p><u>Earnest Money Deposit:</u> The amount of Earnest Money Deposit (EMD) shall be Rs. 50,000.00 in the form of Demand Draft/Bankers Cheque, Fixed Deposit Receipt/Bank Guarantee in favor of Udupi Cochin Shipyard Limited, payable at Cochin from Nationalized Banks with minimum 3 months validity.</p> <p>Bids submitted without EMD will be rejected. The EMD can be remitted either in the form of DD/Bankers Cheque /FDR drawn/ NSC in favor of Udupi Cochin Shipyard Limited (with a minimum validity of 3 months from the date of tender opening). Cheques are not acceptable. No interest shall be paid for the EMD and shall be returned on the contract is places one the successful bidder.</p>	
16	<p><u>Security Deposit/ Warrantee Bank Guarantee:</u> a.i) The successful bidder shall remit a security deposit of 5% 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 5% 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</p>	

	<p>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 5% 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, (i.e., 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> <ul style="list-style-type: none"> • The bidder has not quoted for entire tendered quantity • UCSL has technically / commercially rejected a few items in the tender 	
	c) SD to be submitted within 2 weeks of receipt of order from yard.	
	d) Format of bank guarantee along with enquiry to be agreed, in general	
	e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders)	
17	<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>	
	a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any.	
	b. To impose tender holiday for the vendor for an appropriate period as decided by UCSL	
	c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.	
18	<p>Liquidated Damage:</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>	
19	<p>Warrantee</p> <p>a) The manufacturer shall warrant the equipment / accessories (except wear and tear parts and consumables) against damage or failure due to defects in design, material, performance and/ or workmanship for Twenty- Four (24) months from the date of commissioning & final acceptance by UCSL or Thirty (30) months from the date of supply of Pipe Bending Machine in complete with all equipment's/ accessories at UCSL, whichever is earlier. Should such damage or failure occur within that period, the manufacturer shall replace or repair the defective parts at his cost and responsibility and has to ensure the performance of</p>	

	the system to the same status of "as commissioned".	
	b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
	c) The OEM warranty to be provided for the Pipe Bending Machine, which shall not be by the dealer and certificate complying the same shall be provided in OEM letterhead.	
20	<u>Jurisdiction:</u> 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.	
21	<u>Force Majeure condition:</u> 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.	
22	<u>Indian Agent:</u> 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	
23	<u>PRICING:</u> a. Overseas firms should quote prices both on FOB and C&F Chennai Seaport terms. Indigenous bidders should quote prices for delivery of materials at UCSL stores. Insurance shall be to UCSL scope. In the case of E tender C&F price shall be quoted and the freight charges shall be indicated separately under header conditions as per the provision in the CSL e tender portal. b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders. c. Offer to be submitted in INR Currency only. d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid e. Prices should be valid for acceptance for a period of four months from the date of tender opening.	

	<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>	
	<p>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.</p>	
	<p>j. After submission of quotation/price offers no unsolicited correspondence will be entertained.</p>	
	<p>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.</p>	
	<p>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)</p>	
	<p>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.</p>	
	<p>L1 computation shall be based on total cost of all items, including cost of spares as per tender & Class/certification charges, if any required (excluding GST/IGST). For all import consignments directly imported in CSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Chennai port and transport till UCSL stores shall be to UCSL account.</p>	
24	<p><u>Integrity Pact:</u> 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)</p>	

25	<p><u>Grievance Redressal Committee:</u> As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts. a) Mrs. Anjana KR, GM (Design) b) Mr. Bindhu Krisha, AGM (Legal) c) Mr. Shibu John, General Manager (Finance)</p>	
26	<p>SUB CONTRACTING AND ASSIGNMENT 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.</p>	
27	<p><u>General:</u> a. Prior to price bid opening, UCSL is at liberty to take the credit rating of bidders at our cost on case-to-case basis, and to include the same during the evaluation of the tender.</p>	
	<p>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.</p>	
	<p>c. The Part I EMD & Eligibility criteria will be opened on the initially on the due date of the tender, followed by the techno-commercial part of the eligible bidders. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno-commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E Tender, suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price bid</p>	
28	<p><u>P.O:</u> - 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.</p>	
	<p>b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case UCSL doesn't receive the above, it will be deemed as accepted.</p>	
29	<p><u>SUPPLY:</u> - 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.</p>	
	<p>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.</p>	
	<p>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.</p>	

	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.	
30	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.	
31	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.	
32	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	
33	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.	
34	UCSL has an option of receiving two more similar projects within 15th July 2021 and upon exercise of this option by owner yard will confirm the same quantity of item to supplier within 15th July 2021 or earlier. Therefore the price offer shall consist the prices for current projects as well as the discounted prices applicable for these optional projects with validity to confirm the order till 15th July 2021. However the L1 determination shall be purely based on current confirmed quantity.	
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		
35.A	Requirement of registration	
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a 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	
	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.	
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	
	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.	
	Preference to Make in India Purchase preference in accordance with public procurement (Preference to Make in India Order - 2017) Order from Department of Promotion of Industry and Internal Trade P - 45021 /2/2017/- B.E -II dt ,4.6.2020 and as amended from time to time shall be applicable as per below	
	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.	

	Purchase preferences for Class I local suppliers	
36	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	
	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.	
	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	
	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	
	Local content requirement to categorize a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
	Class I -Local content equal to or greater than 50%	
	Class II-Local content greater than 20%, less than 50%	
	Non-local -Local content less than 20%	
	Declaration of local content	
	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	

PRICE BID FORMATTender Enquiry No: **UCSL/MAT/2023-24/589**

Tender Enquiry Date: 31.10.2023

Vessel/ Project: UCSL Yard

Sl. No	DESCRIPTION	UOM	Quantity	Unit Rate	Total Price
		(a)	(b)	(c)	(b) × (c)
1.	Design, Manufacture & Supply of Pipe Bending Machine	Set	1		
	TOTAL BASIC PRICE				
2.	Installation, Testing and Commissioning Charges				
3.	Packing & Forwarding Charges / FOB Charges				
4.	Freight Charges				
5.	Other Charges, if any (specify)				
6.	Transit Insurance and Unloading Charges	BY UCSL			
7.	GST (as applicable)				
8.	Currency Quoted				
9.	HSN CODE				
10.	Total Order Value (FOR UCSL STORES PRICE)				
11.	Delivery Period required at UCSL Stores	Within 4 months from the date of PO for supply and 15 days for installation from the date of site clearance			

Signature :

Name & Address of the firm :

Important Note:

1. Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included/ By UCSL" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.

- 2. The price quoted in column no. 1 to 5 above will be added and the bidder who has quoted the aggregate lowest will be declared the Lowest Bidder.**
- 3. The Tender document technical specifications to be referred prior quoting the prices, the quantities and other technical specifications along with the scope of installation to be noted.**
- 4. Installation and commissioning of the unit is mandatory to consider the offer. However, the civil works as mentioned in the tender document are under UCSL scope.**
- 5. Detailed Bill Of Material (BOM) shall be submitted along with the un-priced bid with details of each item including makes if any, quantity, specifications etc.**
- 6. Detailed Spare List for three years (during the warranty period) should be submitted along with the price bid, and the un-priced bid of the spare list to be submitted along with the Techno-commercial bid. The validity of the spares should be valid for a period of 5 years. Please note that prices for the spare will not be considered for L1 determination.**

UN-PRICE BID FORMATTender Enquiry No: **UCSL/MAT/2023-24/589**

Tender Enquiry Date: 31.10.2023

Vessel/ Project: UCSL Yard

Sl. No	DESCRIPTION	UOM	Quantity	Unit Rate	Total Price
		(a)	(b)	(c)	(b) × (c)
1.	Design, Manufacture & Supply of Pipe Bending Machine	Set	1	Quoted/ Not Quoted	Quoted/ Not Quoted
	TOTAL BASIC PRICE				Quoted/ Not Quoted/ Included/ Nil
2.	Installation, Testing and Commissioning Charges				Quoted/ Not Quoted/ Included/ Nil
3.	Packing & Forwarding Charges / FOB Charges				Quoted/ Not Quoted/ Included/ Nil
4.	Freight Charges				Quoted/ Not Quoted/ Included/ Nil
5.	Other Charges, if any (specify)				Quoted/ Not Quoted/ Included/ Nil
6.	Transit Insurance and Unloading Charges	BY UCSL			
7.	GST (as applicable)	Quoted @ 5%/ 12%/ 18%/ 28%			
8.	Currency Quoted	INR (specify if other)			
9.	HSN CODE				
10.	Total Order Value (FOR UCSL STORES PRICE)	Quoted/ Not Quoted			
11.	Delivery Period required at UCSL Stores	Within 4 months from the date of PO for supply and 15 days for installation from the date of site clearance			

Signature :

Name & Address of the firm :

Important Note:

1. Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether “Amount quoted/ Nil/ Included/ By UCSL” against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.
2. The price quoted in column no. 1 to 5 above will be added and the bidder who has quoted the aggregate lowest will be declared the Lowest Bidder.
3. The Tender document technical specifications to be referred prior quoting the prices, the quantities and other technical specifications along with the scope of installation to be noted.
4. Installation and commissioning of the unit is mandatory to consider the offer. However, the civil works as mentioned in the tender document are under UCSL scope.
5. Detailed Bill Of Material (BOM) shall be submitted along with the un-priced bid with details of each item including makes if any, quantity, specifications etc.
6. Detailed Spare List for three years (during the warranty period) should be submitted along with the price bid, and the un-priced bid of the spare list to be submitted along with the Techno-commercial bid. The validity of the spares should be valid for a period of 5 years. Please note that prices for the spare will not be considered for L1 determination.

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE

To

UDUPI COCHIN SHIPYARD LTD

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

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

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 CSL, 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 / Indian Rupees/Other Currency.

BANK GUARANTEE TOWARDS EMD

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

This deed of Guarantee made on Day ofTwo Thousand.....between UCSL on one part and.....(Name and address of the bank) of the other part is as follows:

In consideration of UCSL having allowed M/s.(herein after referred to as ‘the Contractor’) to submit Tender No.....without Earnest Money according to the conditions of such Tender Notification, we... (Name of the Bank) (hereinafter referred to as ‘the bank’) undertake to pay to UCSL on demand the sum of money payable as Earnest Money in respect of the Tender Number.....made by the contractor in case the contractor withdraws from the tender before the date of firmness stipulated or when the tender is accepted by UCSL, the contractor makes default in furnishing the Security Deposit or in entering into an agreement as required by UCSL or otherwise commits any breach of the terms and conditions of the tender.

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:

Your signed statement certifying that the Contractor is in breach of his obligation(s) under the Contract and the respect in which the Contractor is in breach.

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

The guarantee shall remain in full force and effect during the period that would be taken for the finalization of the tender and till UCSL certifies that the terms and conditions of the said tender have been fully and properly carried out by the said contractor and accordingly discharges this guarantee or for 3 months from the date of issue of this guarantee whichever is earlier. A notice of the claim under this guarantee may be served on the bank within 3 months after the said period in which case the same shall be enforceable.

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. This guarantee shall not be avoided, released or affected by any variation in the terms of the tender, acceptance of the contract between the contractor and UCSL or any neglect, indulgence or forbearance by UCSL.

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) (3 months from the date of issuing the BG) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
(3 months + 3 more months from 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:

PRE-CONTRACT INTEGRITY PACT

UDUPI COCHIN SHIPYARD LIMITED

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 26th 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 xxxxx, General Manager (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 procureand 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.