

UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 24.10.2024

TENDER ENQUIRY

Dear Sirs,

Sealed Tenders, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited **THREE BID SYSTEM** three separate covers as 'Part- I Eligibility Criteria', 'Part- II Techno-commercial' and 'Part- III Price' - all enclosed in the single envelope, for the supply of following material 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 (Part- I 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 / mohammad.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 UCSSL on the due date. The offer PDF files (Part- I Eligibility Criteria, Part- II Techno-commercial' and 'Part- III Price) to be named clearly (UCSSL/MAT/NPROJ/2024-25/106 - Eligibility Criteria, UCSSL/MAT/NPROJ/2024-25/106 - Techno-commercial and UCSSL/MAT/NPROJ/2024-25/106 - Price bid)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSSL/MAT/NPROJ/2024-25/106	24.10.2024	14.11.2024, 15:30:00	14.11.2024, 15:30:00

Sl No	Material Code	Material/ Service Description	UOM	Qty	Yard No	Required Date at UCSSL
1		3T Capacity Diesel Forklift	Lot	1	UCSSL U&M Department	Within 2 months from the date of PO

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. 9995777763, Email: sony.clement@udupicsl.com, mohammad.anas@udupicsl.com, midhunthomas@udupicsl.com, purchase@udupicsl.com.

For Technical queries please contact: Mr. Girisha K - Senior Manager (U&M), Mob: +91 9986977749, Email: girisha.k@udupicsl.com, Mr. Lijin V (Assistant Manager- U&M) Mobile No. +91 8590660770, Email: lijin.v@udupicsl.com

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

UDUPI COCHIN SHIPYARD LIMITED
Ministry of Ports, Shipping & Waterways

पंजीकृत कार्यालय:
एस. नं. 377, पशमथुर गाँव
पुकाथुरै पोस्ट, मदुरान्तक तालुका
कंचेपुरम - 603 116, तमिल नाडु, भारत ।
कॉर्पोरेट कार्यालय:
माल्पे हार्वर कॉम्प्लेक्स, माल्पे
उदुपी - 576 108, कर्नाटक, भारत ।

Registered Office:
S.No.377, Pazhamathur Village
Pukathurai Post, Madurantakam Taluk
Kancheepuram - 603 116, Tamil Nadu, India
Corporate Office:
Malpe Harbour Complex, Malpe
Udupi - 576 108 Karnataka, India

Phone:
+91 820 2538600
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+91 820 2538605

www.tebma.co.in

Enclosures:

1. Purchase Technical Specification - Annexure 1
2. Eligibility Criteria - Annexure 2
3. General Terms and Conditions of procurement - Annexure 3
4. Special Terms & Conditions - Annexure 4
5. Price bid format - Annexure 5
6. Bank Guarantee/Security Deposit Format - Annexure 6

For Udupi Cochin Shipyard Ltd,



Authorized Signatory

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



UDUPI COCHIN SHIPYARD LIMITED

UDUPI COCHIN SHIPYARD LIMITED

(Formerly TEBMA Shipyards Limited)

Ministry of Ports, Shipping and Waterways,
Government of India

TECHNICAL SPECIFICATION

FOR

SUPPLY AND COMMISSIONING OF

3TON CAPACITY DIESEL FORKLIFT FOR

UCSL

SCOPE OF WORK FOR DIESEL FORKLIFT

The scope of work is the supply of diesel forklift as per the technical specification given below.

SCOPE OF SUPPLY

1. 3T Capacity Diesel Forklift - 01 EA

SLNO	DESCRIPTION		QTY
1	Capacity	3000 Kg at 500mm Load center at Ground Level & Up to 4500 kg max lift Height without attachments.	
	Mast	Type of Mast	HVT
		Overall Mast Height	2125 mm
		Maximum Fork Height	4500 mm
		Free Fork Height	1465 mm
		Overall Extended Mast Height with LBR	5720 mm
		Tilt angle (Forward/Backward)	6/8
	Major Dimensions	Length to Face of forks	2730 mm
		Overall width	1230 mm
		Turning Radius	2475 mm
		Canopy Height	2150 mm
	Forks	Length x Width x Thickness	1000 x 100 x 45 mm
		Fork Spread Minimum- Maximum	265- 965 mm
	Performance	Travelling Speed (Laden/ UnLaden)	18/18 KMPH
		Hoisting Speed (Laden/ UnLaden)	0.5 / 0.55 M / SEC
		Lowering Speed (Laden/ UnLaden)	0.5 / 0.35 M / SEC
		Gradability (Laden/ UnLaden)	17 / 24%
	Engine	Indigenous, 4 cylinder, 4-stroke, Industrial diesel engine	
	Transmission	Auto Transmission	
	Steering	Hydrostatic Power.	
Tyres	Solid Front - 2 nos / Rear - 2nos.		
Optional Accessories	For Extension Pair (1 EA)		
Standard Accessories	Pair of 1000 mm long forks.		
	Set of Lights (2-Front / 2-Rear)		
	Signal Lights (2- Front/2-Rear)		
	Load Back Rest		
	Reverse Alarm		
	Seat Belt		
	Tow Coupler		
	Tool Kit		
Cloth Tarpaulin			
			01 EA

		Vertical Exhaust Overhead Guard	
	Warranty	12 Month after Commissioning	
	Break Down Call	Within 24 Hours	
	Emission Norms	As per latest notification from Govt of India towards Emission Norms of Engines for CEV's	
	Registration at RTO	The registration at RTO, Udupi with insurance for 1 year to be included.	

SUPPLY OF DOCUMENTS

All documents shall be in English and in metric system and the following documents shall be submitted, where applicable. The necessary certificates, licenses etc. shall be carried out on the manufacturer's responsibility.

Documents to be submitted with Offer

1. List of items quoted, maker details / catalogue of quoted items.
2. List of optional items quoted, if any, not covered in the standard scope of supply.
3. Preliminary dimension drawing (AutoCAD & pdf format) / Dimensional details of equipment quoted for.
4. Control panel details with dimensions, Front facial arrangement and technical specifications including operation details.
5. Delivery time from the date of placement of order.
6. List of items if any, to be supplied by yard, if not required the same to be indicated as "Nil"

Documents within fifteen (15) days after placement of order/ LOI

1. Detailed Bill of material with make, model etc.
2. User Manual / Catalogues.
3. Details of shop tests and inspection for all items.
4. Overall dimensions of electrical control panels (AutoCAD & pdf format), installation/ Mounting details and dimensional details.
5. Detailed Spare list with all details of spares and accessories.

Documents / Certificates to be supplied with each equipment (5 sets unless otherwise mentioned)

1. Make/s Test Certificate and inspection results - one original + 4 copies
2. Load Test Certificate.
3. Calibration certification of all instrument meters.
4. Warranty certificates.
5. Detailed Packing list
6. Operations Manual
7. Finalized document Drawings (as built) (5 set hard copies +1 soft copy in CD ROM in AutoCAD/PDF/MS office format).
8. Instruction/Operation and Maintenance manuals (5 set hard copies +1 soft copy in CD ROM in AutoCAD/PDF/MS office format)
9. Spare parts list if any

Specification	Description		Compliance
Capacity	3000 Kg at 500mm Load center at Ground Level & Up to 4500 kg max lift Height without attachments.		
Mast	Type of Mast	HVT	
	Overall Mast Height	2125 mm	
	Maximum Fork Height	4500 mm	
	Free Fork Height	1465 mm	
	Overall Extended Mast Height with LBR	5720 mm	
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	Gradability (Laden/ UnLaden)	17 / 24%	
Engine	Indigenous, 4 cylinder, 4-stroke, Industrial diesel engine		
Transmission	Auto Transmission		
Steering	Hydrostatic Power.		
Tyres	Solid Front - 2 nos / Rear - 2nos.		
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Standard Accessories	Pair of 1000 mm long forks.		
	Set of Lights (2-Front / 2-Rear)		
	Signal Lights (2- Front/2-Rear)		
	Load Back Rest		
	Reverse Alarm		
	Seat Belt		
	Tow Coupler		
	Tool Kit		
	Cloth Tarpaulin		
Vertical Exhaust Overhead Guard			
Warranty	12 Month after Commissioning		
Break Down Call	Within 24 Hours		
Emission Norms	As per latest notification from Govt of India towards Emission Norms of Engines for CEV's		
Registration at RTO	The registration at RTO, Udupi with insurance for 1 year to be included.		

ELIGIBILITY CRITERIA
FOR
SUPPLY AND COMMISSIONING OF FORKLIFT FOR UCSL

1. ELIGIBILITY CRITERIA

The criteria mentioned below are very critical for successful commissioning of the Forklift 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 Original Equipment Manufacturer (OEM) of Forklifts. Authorized dealers can also submit the bid with valid Authorization certificate from the OEM.
- b) Single bidder/ Lead Partner of JV/ Lead Partner of Consortium should be in the field of supply and commissioning of Forklifts 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.
- c) Bidder should have a permanent service availability in the state of Karnataka, which has been working for the past 1 year 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, tested and commissioned at least two Forklifts during the last Three (03) years, as on the date of publishing this tender in any of the shipyard or heavy engineering companies in India. All the executed Forklifts 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 5 years as on the date of publishing this tender), directly issued by any reputed industry, for the Forklift 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 Forklifts supplied out by the bidder in order to have firsthand information regarding the performance of the Forklifts 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.

1.3 FINANCIAL CAPABILITY:

- a) The Single bidder/ Lead Partner of JV/ Lead Partner of consortium or authorized dealer shall have average annual financial turnover equivalent to Rs. 50 Lakhs (INR) for the preceding three fiscal years from the current fiscal year. Other members of JV/ Consortium each shall meet 50% of above-mentioned annual turnover in the preceding three fiscal years.
- b) The single bidder/ members of JV/ members of consortium/ parent company shall have positive net worth during the last three preceding financial years
- c) The Bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its Net worth & Annual Turnover for the past three fiscal years along with the bid. Certificate shall be as per the format enclosed at Form-1. Or else, the firm shall submit Audit Report for the last three financial years duly certified and signed by their Statutory Auditor.
- d) Bidders shall seriously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection /disqualification of the submitted offer or even at any point of time prior to placement of PO whatever may be the status of the process.
- e) UCSL shall at its own discretion and cost, opt for obtaining credit information

report on bidder's financial credentials through credit rating firms like M/s. Dun & Bradstreet, MNS etc. The same shall also be considered as a factor for pre-qualification criteria along with other criteria mentioned in the tender document

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.

FINANCIAL CAPABILITY

Sl. No.	Financial Year	Annual Revenue/ Turnover	Networth as at the end of the financial year
1	2021-22		
2	2022-23		
3	2023-24		

Signature of the authorized representative of Tenderer

Date:

(Company Seal)

Certificate from the Statutory Auditors

This is to certify that _____ (name of the Tenderer's) has been received the payments shown above in the respective years and that the Networth is as computed.

Name of Statutory Auditors:

Designation:

Name of the Audit firm:

(Signature of the Authorized Signatory Auditors)

(Seal of Audit Firm)

EXPERIENCE: RELEVANT PROJECTS COMPLETED

Please fill in information about the relevant projects completed in the last Three (03) 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 Forklift	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	Forklift 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:

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. UCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. In the case of E-tender offers shall be submitted only through UCSL E- procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 5), should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	
4	Spare/Tool requirements to be confirmed, if applicable i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard ii) The same shall be included in offered costs and shall be a part of L1 evaluation.	
5	Following Certificates/documents is to be submitted for the item in the event of an order: Refer Annexure 1 (Technical Specification) & Annexure 4 (STC)	
6	SPECIFICATIONS: - a) Manufacturer's name, their trade mark and brand, if any, should invariably be mentioned and illustrative leaflets giving technical particulars (technical details of items offered including technical literature) etc., should be attached to the offer. b) Materials offered shall conform to UCSL specifications and drawings. c) Samples are to be supplied free of cost in the event of requirement by UCSL. The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
7	Packing materials should be eco-friendly.	
8	Supplier should follow the statutory requirements of product offered.	
9	Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
10	a) COMMISSIONING & TRAINING: - The commissioning at UCSL and training to UCSL staff shall be included in the scope and costs. b) Cost considered to include all charges incurred for travel, lodging, food and local transport costs. c) Additional man-day rates to be indicated separately (all inclusive of cost for boarding, lodging and local transport etc.) for extension beyond agreed man-days. d) Whether the applicable taxes in India shall be borne by UCSL/Supplier (In the case of foreign vendors) e) Income tax liability of non-resident service engineer based on his period of stay in India shall not be borne by UCSL f). The non-resident seller/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by UCSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/non-existence of business connection or permanent establishment in India. (The above is only an indicative list)	
11	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	
12	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.	
13	Delivery Period: a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.) Please note, required date at UCSL are as follows: b. The supplier shall submit all the drawings for approval from UCSL within 15 days from the date of PO and UCSL has forward the drawing approval within 15 days thereafter. Material required date at UCSL Within 2 months from the date of PO for the supply including the registration and within 1 week for the commissioning	
14	SHIPMENT a. Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment. b. A minimum 14 days free detention period is to be granted for clearance of the goods at Mangalore/Mumbai/Chennai seaport, as applicable for full containers.	
	PAYMENT TERMS: a. For equipment's with commissioning	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
15	UCSL payment term is 90% along with 100% applicable taxes within 30 days from the date of receipt and acceptance of items at UCSL stores after inspection and balance 10% on satisfactory completion of commissioning certified by UCSL.	
	<u>b. For general items</u>	
	UCSL payment term is 100% within 30 days of receipt and acceptance of materials at UCSL stores after inspection.	
	c) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to UCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.	
	d) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (i.e till completion of supplies or for a period as specifically agreed + 90 days). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid	
	e) For deviation in Payments terms from UCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.	
	f) Part payment shall be considered only if specifically agreed against partial supplies.	
	(g) If it is found that the supplier is not filing GSTR 1 & 3B against the invoices submitted to UCSL within the stipulated time, UCSL reserves the right to deduct the GST amount in the next payment, if available or raise a debit note equivalent to this amount.	
16	<u>Security Deposit/ Warrantee Bank Guarantee:</u>	
	a.i) The successful bidder shall remit a security deposit of 3% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favor of Udupi Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per UCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) & Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.	
	a.ii) The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause	
	a.iii) The Bank Guarantee /DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later revalidated (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days: However, in the case of items where WBG is not applicable (as in 15.a.ii); the SD shall be valid for item delivery at yard plus 90 days. Fixed Deposit Receipt (for equivalent amount of Security Deposit/WBG required as per tender) in lieu of bank guarantee is also acceptable. Fixed Deposit Receipt shall be in the name of supplier with lien marked in favor of Udupi Cochin Shipyard Limited, Kochi.	
	a.iv) The above SD/WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.	
	b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per UCSL general terms and conditions of enquiry, UCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case to case basis for arriving the lowest bid.	
	However, in cases where total quoted value is less than 20 lakhs, (ie split order etc) and the order value of entire tendered items is more than Rs 20.0 lakhs, the aforesaid loading will be applied on individual items in following cases: The bidder has not quoted for entire tendered quantity UCSL has technically / commercially rejected a few items in the tender	
	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	Risk Purchase: If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, UCSL shall have the following rights.	
	a. To cancel the order partially or fully with 15 days, notice and to forfeit the security deposit, if any.	
	b. To impose tender holiday for the vendor for an appropriate period as decided by UCSL	
	c. To initiate alternate procurement action at the risk and cost of the supplier. This Risk Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency). Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm.	
	<u>Liquidated Damage:</u>	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
18	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.	
19	Guarantee	
	a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period of 18 months from the date of commissioning of the forklift OR 24 months from the date of delivery of items to Yard, whichever is earlier. Should such damage/failure occurred within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses. b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
20	Preservation & Packing	
	1.The preservation and packaging of the equipment to ensure that there is no damage and deterioration during transit and the period when the item is in storage in storhouse. 2. Duration of validity of preservation to be indicated. 3. Methodology for receipt inspection without affecting preservation (for main equipment and loose supplied items) is to be indicated by the OEM including any requirement for re-preservation 4. The procedure for re-preservation to be supplied by the firm. 5. Requirement of special provisions for storage and transportation to be specifically indicated. 6. Any consumables required for preservation/ re-preservation beyond a stipulated time period to be clearly indicated by OEM.	
21	Jurisdiction:	
	All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India. Alternate dispute resolution mechanism can also be considered.	
22	Force Majeure condition:	
	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.	
23	Indian Agent:	
	a) Udupi Cochin Shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian Agent to deal with Udupi Cochin Shipyard Ltd., the Agency commission payable by the supplier to such an agency shall be intimated.	
	b) If manufacturers affect the supply through Agents only, authorization in writing from manufacturers in favor of the Agent for supply to UCSL shall be furnished.	
	c) In case where an Agent participates a tender on behalf of a Foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer.	
	d) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/OEM, the same agent shall not submit a bid on behalf of another principal/OEM in the same tender for the same item/product. Indian agents cannot represent more than one firm or quote on their behalf for any particular tender.	
	e) Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender	
	PRICING: a. Overseas firms should quote prices both on FOB and C&F Chennai Seaport terms. Indigenous bidders should quote prices for delivery of materials at UCSL stores. Insurance shall be to UCSL scope. In the case of E tender C&F price shall be quoted and the freight charges shall be indicated separately under header conditions as per the provision in the CSL e-tender portal.	
	b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous/ import orders.	
	c. Offer to be submitted in EUR/USD/INR currency Generally. Indian Firms shall quote in INR only.	
	d. Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid	
	e. Prices should be valid for acceptance for a period of four months from the date of tender opening.	
	f. No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.	
	g. Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
24	h. Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, provided. Price should be quoted separately for each item shown in the format. In the event price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.	
	i. If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the UCSL, the tender is liable to be rejected and the same shall be intimated.	
	j. After submission of quotation/price offer no unsolicited correspondence will be entertained.	
	k. Udupi Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.	
	l. UCSL reserves the right to place order to the techno-commercially qualified lowest bidder in full or individual items to the respective lowest bidders in the tender (except in cases where basis of L1 arrival is declared specifically in enquiry). Also please refer loading applicable for split order of value less than 20 lakhs (Clause 15 b)	
	m. In the case of part quantity order, the quoted freight charges applicable for the entire quantity as per enquiry shall be apportioned and allocated.	
	n. If it is found that the bidder has altered or changed the UCSL standard general terms & conditions or price bid, UCSL reserves the right to reject the offer from the bidder.	
	L1 computation shall be based on total cost of all items, including cost of spares as per tender & Class/certification charges, if any required (excluding GST/IGST). For all import consignments directly imported in UCSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Chennai port and transport till UCSL stores shall be to UCSL account.	
25	Integrity Pact: As per Government of India (Central Vigilance Department), UCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)	
26	Grievance Redressal Committee: 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) Ms. Anjana KR, GM (Design)	
	b) Ms. Bindhu Krishna, AGM (Legal)	
	c) Mr. Shibu John, Deputy General Manager (Finance)	
27	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.	
28	General: a. Prior to price bid opening, UCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.	
	b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.	
	c. The techno-commercial part alone will be opened initially on the due date of tender. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. In case of E-Tender ; suppliers shall not depute their representative to CSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price bid	
29	P.O:- a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by UCSL on the basis of agreed terms and conditions of tender.	
	b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 5 days. In case UCSL doesn't receive the above, it will be deemed as accepted.	
	c. Supplier shall submit monthly progress report on the ordering status of raw materials, construction progress of the items ordered by UCSL, supporting with photo evidence.	
	SUPPLY: - a) UCSL reserve the right to inspect the goods after receipt at UCSL store / prior to dispatch (by UCSL or UCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at UCSL store. The customs clearance charges of above shall be to supplier account.	
	b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
30	c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to UCSL. In case the defective materials are not taken back within the said period, UCSL reserves the right to dispose the same without further intimation.	
	d) The supplier shall compensate UCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the UCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the UCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
31	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.	
32	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.	
33	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	
34	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.	
35	Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
A	Requirement of registration	
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.	
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting	
3	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered(Evidence of valid registration by the competent authority shall be attached wherever applicable)	
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	

SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
4	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.	
36	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.	
37	Purchase preferences for Class I local suppliers	
A	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
B	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
C	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
D	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	
E	Local content requirement to categorize a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
F	Class I -Local content equal to or greater than 50%	
G	Class II-Local content greater than 20%, less than 50%	
H	Non local -Local content less than 20%	
38	Declaration of local content	
A	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
B	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
C	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
D	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
E	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	

Note: Statement striked out is not applicable.

SPECIAL TERMS & CONDITIONS

Sl. No.	Description	Compliance
1	<p><u>Registration Charges:</u> The registration of the forklift at RTO, Udupi has to be considered in the cost and the total cover insurance for the first year shall also be considered and included in the scope and costs</p>	
2	<p><u>OEM Authorization Certificate:</u> OEM shall submit the OEM certificate and other sellers shall submit valid OEM Authorization Certificate</p>	
3	<p><u>Commissioning at UCSL:</u> The commissioning of the forklift at UCSL, Udupi shall be considered, all manuals (operation manuals, spare list etc.) shall be handed over during the supply itself.</p>	
4	<p><u>Training at UCSL:</u> Training for the operation of the forklift shall be provided to UCSL staff and this has to be included in the scope.</p>	
5	<p><u>Initial Set of Spares:</u> The initial set of spares and consumables shall be supplied along with the forklift</p>	
6	<p><u>Tools & Accessories:</u> All standard accessories & tools required as per manufacturer standard shall be supplied along with the forklift.</p>	
7	<p><u>Spare List:</u> The detailed list of spares shall be provided along with the prices with a price validity of 3 years from the date of commissioning of the forklift.</p>	
8	<p><u>Availability of Service Centre:</u> Bidder/ OEM must have functional service center in the state of Karnataka and proof towards the same shall be submitted</p>	
9	<p><u>Certificates:</u> All necessary test certificates and calibration certificates shall be submitted during the time of supply of the forklift.</p>	

10	<p><u>Emission Norms:</u> The forklift to be supplied in compliance with the latest government norms and regulations. The latest Emission standard as per the Emission Norms for the Engines for CEV's as per Govt of India notification to be considered. Seller should also comply to all rules valid in the state of Karnataka and supply the forklift accordingly.</p>	
11	<p><u>Make In India:</u> The seller has to take note of the make in India clause detailed in Annexure 3 (General Terms & Conditions) and comply to the same. Also, declaration towards local content shall be submitted in OEM letterhead certifying the same.</p>	
12	<p><u>Land Border Clause:</u> The seller has to take note of the land border clause clause detailed in Annexure 3 (General Terms & Conditions) and comply to the same. In addition, the OEM/ seller shall submit a declaration in their letterhead certifying the following <i>“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)”</i></p>	

PRICE BID FORMATTender Enquiry No: **UCSL/MAT/NPROJ/2024-25/106**

Tender Enquiry Date: 24.10.2023

Vessel/ Project: UCSL Yard

Sl. No	DESCRIPTION	UOM	Quantity	Unit Rate	Total Price
		(a)	(b)	(c)	(d) = (b) × (c)
1.	Supply of 3T capacity Diesel Forklift	EA	1		
2.	Registration Charges at RTO Udipi including full cover insurance for first year	LS	1		
	TOTAL BASIC PRICE				
3.	Commissioning & Training Charges at UCSL	SET	1	TO BE INCLUDED	
4.	Packing & Forwarding Charges	SET	1	TO BE INCLUDED	
5.	Freight Charges	SET	1	TO BE INCLUDED	
6.	Cost of Standard set of Spares, Accessories & Consumables	SET	1	TO BE INCLUDED	
7.	Cost of standard set of Tools and Tackles	SET	1	TO BE INCLUDED	
8.	Cost for Fork Extension Pair	EA	1		
9.	Other Charges, if any (specify)	SET	1		
10.	Transit Insurance and Unloading Charges	BY UCSL			
11.	GST (as applicable)				
12.	Currency Quoted	INR			
13.	HSN CODE				
14.	Total Order Value (FOR UCSL STORES PRICE)				
15.	Delivery Period required at UCSL Stores	Within 2 months from the date of PO for supply (including registration process) and 1 week for commissioning & training from the date of supply			

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 7 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 commissioning and training at UCSL & registration at RTO Udupi to be noted.
4. Commissioning & training at Udupi and Registration at RTO, Udupi of the unit is mandatory to consider the offer.
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 (including 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 3 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.