

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 24.02.2026

## TENDER ENQUIRY

Dear Sirs,

Sealed Tenders in duplicate, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in in **TWO BID SYSTEM** two separate covers as 'Part- I Techno-commercial' and 'Part- II Price' - both enclosed in the single envelope, for the supply of following materials so as to reach the undersigned on or before the last date and time shown. Tenders should be addressed to Assistant General Manager (Materials), Udupi Cochin Shipyards Limited, Malpe Harbor Complex, Malpe. Udupi-576108, Karnataka, India.

Submission by Email: Offers (both Part- I Techno-commercial' and 'Part- II Price) in two separate password protected PDF file format, can also be made by E-mail ([sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [purchase1@udupicsl.com](mailto:purchase1@udupicsl.com) / [ganesh.a@udupicsl.com](mailto:ganesh.a@udupicsl.com)) on or before, the last date & time of receipt of tender as shown below, if delivery of sealed offers cannot be ensured at UCSL on the due date. The offer PDF files (Part- I Techno-commercial' and 'Part- II Price) to be named clearly (UCSL/MAT/NPROJ/2025-26/647)

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| <b>UCSL Tender Enquiry No:</b>                   | UCSL/MAT/NPROJ/2025-26/647   | Date | 24/02/2026 |
| <b>Description of Work</b>                       | SUPPLY OF CO2 /OXYGEN GAS / DA GAS IN RETURNABLE CYLINDERS ON STAGGERED DELIVERY BASIS FOR 1 YEAR      |      |            |
| <b>Quantity</b>                                  | CO2-5000 KG / OXYGEN GAS -15000M3 / DA 5000 M3   |      |            |
| <b>The delivery location</b>                     | Udupi Cochin Shipyards Limited, Pazhamathur Village, Maduranthakam Taluk, Chengalpattu Dist. Tamilnadu |      |            |
| <b>Contract Period</b>                           | 12 Months  |      |            |
| <b>No. of Covers/ Type of Bid</b>                | 2 Covers/2 Bid   |      |            |
| <b>Last Dt. &amp; Time for Receipt of Tender</b> | <b>16-03-2026 15.30hrs</b>   |      |            |

उडुपी कोचीन शिपयार्ड लिमिटेड

पन्तन, पोत परिवहन और जलमार्ग मंत्रालय  
भारत सरकार

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

पंजीकृत कार्यालय:  
एस. नं. 377, पषामतूर गाँव  
पुकातुरई पोस्ट, मदुरान्तक तालुका  
कांचोपुरम - 603 116, तमिल नाडु, भारत ।

कॉर्पोरेट कार्यालय:  
माल्पे हार्बर कॉम्प्लेक्स, माल्पे  
उडुपी - 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  
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www.tebma.co.in

1. General Terms and Conditions of procurement - Annexure 1
2. Price bid format - Annexure 2
3. Bank Guarantee/Security Deposit Format - Annexure 3
4. STC
5. Unpriced Bid
6. Tender Acceptance Letter

In case of any queries, please contact: Mr. Sony Clement - AGM (Materials), Ganesh Achary - Manager (Materials) Mobile No. 8618154912, Email: [sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [ganesh.a@udupicsl.com](mailto:ganesh.a@udupicsl.com), [purchase1@udupicsl.com](mailto:purchase1@udupicsl.com).

For Udupi Cochin Shipyard Ltd,



Authorized Signatory

Sony Clement T M  
AGM - Materials  
UCSL

## GENERAL TERMS AND CONDITIONS

| SL NO | Description  | Compliance by Supplier (YES/NO)<br>In case of non-compliance, please provide remarks. |
|-------|--|---|
| 1     | <p><b>Specifications:-</b></p> <p>(a) Manufacturers 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. Spare/Tool required as per PTS to be included in scope along with cost *</p> <p>(b) Materials supplied shall be new and unused and shall conform to UCSL specifications and drawings.</p> <p>(c) <del>Samples are to be supplied free of cost as applicable as per PTS / 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.</del></p> <p>(d) Supplier should follow the statutory requirements of product offered.</p> <p>(e) 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.</p>  |   |
| 2     | <p><b>Packaging:-</b></p> <p>(a) <del>Material to be wrapped with protective covers like VCI/ Environmental friendly Polythene (as per Govt. of India guidelines)/ Tarpauline.</del></p> <p>(b) <del>To the extent possible, material needs to be packed in standard pallet/ box size of 1 X 1 meter.</del></p> <p>(c) <del>If multiple components needed to be accommodated in the boxes, separator to be provided inside.</del></p> <p>(d) <del>Packaging should withstand at least 2 Years life without degradation</del></p> <p>(e) <del>Material should be with proper preservation for the prevention of rust, Transit damage etc.</del></p> <p>(f) <del>Boxes should be accessible with forklift, Stacker &amp; Hydraulic Trolley.</del></p> <p>(g) <del>Proper Identification details should be provided on each box. The below details are required as minimum: Purchase Order Number, Material code, Description, Quantity, Supplier details, Tag Numbers &amp; Serial number list (for applicable parts), Batch details, Shelf life.</del></p> <p>(h) <del>Packing to be done in such a way to enable adequate preservation for long period, with no transit damage, easy to identify and count.</del></p> <p>(i) <del>Asbestos should not be part of any material / packing material supplied to UCSL.</del></p> <p>(j) <del>Transporter's Vehicles are to have all statutory documentation including valid PUC certificate.</del></p> |   |
| 3     | <p><b>Commissioning:-</b></p> <p>(a) <del>Scope and cost of offer also to include availability of competent service engineer for a period as required by UCSL for commissioning / test and for official trials.</del></p> <p>(b) <del>Cost considered is to include travel tickets, lodging, boarding and local transport costs.</del></p> <p>(c) <del>Additional man-day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man-days.</del></p> <p>(d) <del>Applicable taxes in India shall be borne by the Supplier (As per Income tax act, 1961</del></p>  | NA  |

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|   | <p>for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors).</p> <p>(e) Income tax liability of non-resident service engineer based on his period of stay in India will not be borne by UCSL</p> <p>(f) In all cases, 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</p> <p>(i) Certificate under 10 (F)</p> <p>(ii) Tax residency certificate</p> <p>(iii) The certification regarding the existence/nonexistence of business connection or permanent establishment in India.</p> <p>(The above is only an indicative list)</p> <p>Note – Filing of Form 10F is to be done on line which is mandatorily required to be complied with for availing DTAA benefit</p> |    |
| 4 | <p><b>Payment Terms:-</b></p> <p>a) UCSL preferred payment term is 100% payments within 30 days of receipt of items at UCSL, subject to quality clearance.</p>   |    |
|   | <p>b) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 15% order value only. 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). Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid.</p>   | NA |
| 5 | <p>MSEs, Startups and Make in India 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 UCSL website (www.cochinshipyard.com) under the Tenders tab for further reference</p>   |    |
| 6 | <p><b>Delivery:-</b></p> <p>Delivery time required for supplies should be indicated in the offer. Please note, required <b>delivery</b> date is <b>2-3</b> days from the date of intimation by UCSL purchasing officer. Staggered delivery As and when required by the UCSL, Minimum supply is 15 Cylinders</p>  |    |
| 7 | <p><b>Shipment:-</b></p> <p>(a) Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment/ Dispatch.</p> <p>(b) A minimum 14 days free detention period is to be granted for clearance of the goods at Cochin seaport, as applicable for full containers</p>   | NA |
| 8 | <p>If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, UCSL shall have the following rights.</p> <p>(a) To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any.</p> <p>(b) To impose tender holiday for the vendor for an appropriate period as decided by UCSL</p> <p>(c) Risk Purchase</p> <p>To initiate alternate procurement action at the risk and cost of the supplier. <b>This Risk</b></p>   |    |

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|   | <b>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).</b> Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm  |    |
| 9 | <b>Pricing:</b><br>(a) Price break-up of each item/equipment. (Price shall be quoted separately for Equipment, Spares and Inspection charges etc.)   | NA |
|   | (b) Overseas firms should quote prices both on FOB and C&F Cochin Seaport terms. Indigenous bidders should quote prices for delivery of materials at UCSL stores. Insurance shall be to UCSL scope. Bidders may also quote on High Sea Sales basis, and necessary clearance of items will be done by UCSL after execution of HSS agreement.  | NA |
|   | (c) Exchange rate variation will not be applicable<br>OR<br>Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period.  | NA |
|   | (d) Indian Firms shall quote in INR only.  |    |
|   | (e) 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.  | NA |
|   | (f) Inspection charges, if any required, shall also be separately included in the quote.   |    |
|   | (g) <b>Validity.</b> Prices should be valid for acceptance for a period of 90 Days from the date of tender opening.  |    |
|   | (h) 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.  |    |
|   | (i) 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.   |    |
|   | (j) Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if provided. 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.   |    |
|   | (k) 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. |    |
|   | (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   |    |

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|     | in cases where basis of L1 arrival is declared specifically in enquiry).  |  |
|     | (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) L1 shall be determined based on the individual cost of items tendered / L1 of individual items etc, as per tender conditions.   |  |
|     | (o) No enhancement of rate for whatever 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 notice , as deemed fit.  |  |
| 10. | <p><b><u>Taxes and Duties:</u></b></p> <p>(a) 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).</p> <p>(b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (including interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, Corporate and personnel taxes levied or imposed on the Bidder on account or payments received by it from UCSL for the work done under this contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p>   |  |
| 11. | <p><b><u>Goods &amp; Service Tax</u></b></p> <p>(a) Please note the UCSL GST registered number as 33AAACT1281B2ZY. GST registration is prerequisite for entering into the business with UCSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection.</p> <p>(b) Indicate the applicable rate of GST for services in line with GOI published rate scheduled for services along with SAC.</p> <p>(c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note.</p> <p>(d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p> |  |
| 10  | <p><b><u>Input Tax Credit:</u></b></p> <p>(a) Bidders shall ensure timely delivery of services and submit the tax invoices to UCSL as per the GST law. In case, GST input tax credit is delayed / denied to UCSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to UCSL and solely attributable to the bidder, the GST amount charged to UCSL, shall be recoverable from the bidder along with interest levied / liveable and any other penalties on UCSL and the vendor shall indemnify against all costs to UCSL, and consequences therefrom.</p> <p>(b) In case bidder delays declaring particulars in respect of any invoice in the GST</p>   |  |

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|     | <p>return required to be filed by such bidder, and GST credit availed by UCSL is denied or reversed subsequently as per GST law, GST amount paid by UCSL towards such ITC reversal as per GST law shall be recoverable from vendor / bidder along with interest levied / leviable on UCSL and any other penalties on UCSL and the bidder shall hold UCSL indemnified against all cost and consequences there from.</p> <p>(c) Bidders shall submit the invoices as per the provisions of GST law. The bidders invoice shall contain the HSN code / SAC and GSTIN number of the bidder and UCSL as well along with other particulars. The GST charged (IGST / CGST + SGST / UTGST) shall be clearly indicated in the invoice.</p> <p>(d) In case any credit, refund or other benefit is denied or delayed to UCSL due to any non-compliance of GST legislation such as failure to pay GST to the government (includes late filing of GST return) or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the bidder or service provider, the bidder or service provider would reimburse the loss to UCSL or UCSL may recover the same, but not limited to, the tax loss, interest and penalty. The Bidders should submit the copy of Latest GST Return filed statement/ form in GSTR-3B</p>  |  |
| 13. | <p><b><u>Earnest Money Deposit (EMD):</u></b></p> <p>(a) <del>Rs50000/- to be submitted through Demand Draft / Bank Guarantee as per UCSL standard format. Copy of EMD shall be submitted along with Part I Techno-Commercial Bid and EMD shall be delivered to Tender inviting authority.</del></p> <p>(b) <del>Firms having valid UCSL registration for similar works with a financial limit equal to or more than the cost of the work are exempted from payment of EMD. All such firms who intend to avail EMD exemption shall invariably enclose a copy of their valid UCSL registration certificate along with Techno-Commercial bid.</del></p> <p>(c) <del>No pending bill adjustments towards EMD amount are permitted.</del></p> <p>(d) <del>The EMD amounts of unsuccessful bidders will be returned after finalization of the order. EMD amount of successful bidder will be released after submission of PBG. Firms having valid SSI/NSIC/MSME registration are exempted from payment of EMD. All such firms shall invariably enclose copy of valid SSI/NSIC/MSME registration certificate to claim EMD exemption.</del></p> <p><b>Forfeiture of EMD:</b></p> <p>The EMD shall be forfeited by bidder in the following events:</p> <p>(a) <del>If Bid is withdrawn during the validity period of any extension thereof duly agreed by the Bidder.</del></p> <p>(b) <del>If Bid is varied or modified in a manner not acceptable to UCSL during the validity period or any extension of the validity duly agreed by the Bidder.</del></p> <p>(c) <del>If it is established that bidder has submitted forged documents / certificates / information towards fulfillment of any of the tender / contract conditions.</del></p> |  |
| 14. | <p><b><u>Security Deposit/ Warrantee Bank Guarantee:</u></b></p> <p>(a) 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 favour 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 <del>an International Bank as per</del></p>  |  |

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|     | <p>approved list of banks available in UCSL website (for overseas supplier) &amp; Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>(b) <del>The supplier shall also agree for 3% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause.</del></p> <p>(c) The Bank Guarantee/DD as above should be initially valid till 90 days after completion of supplies in terms of SD and later upgraded (within the validity of initial BG) to cover the guarantee period mutually agreed plus 90 days (if applicable as per (b) above. <del>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 favour of Udupi Cochin Shipyard Limited, Malpe.</del></p> <p>(d) The above SD/ WBG is required or applicable only when the total order value (excluding taxes and duties) is Rs.20 lakhs 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 (e) &amp; (f) shall be considered for further process.</p> <p>(e) If the bidder is not agreeable to submission of SD/ warranty bank guarantee as per UCSL general terms and conditions of enquiry, UCSL reserves the right to reject the offer at our discretion or 3% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case-to-case basis for arriving the lowest bid.</p> <p>(f) 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 Rs20 lakhs, the aforesaid loading will be applied on individual items in following cases.</p> <p>(i) The bidder has not quoted for entire tendered quantity</p> <p>(ii) UCSL has technically / commercially rejected a few items in the tender.</p> <p>(g) SD to be submitted within 4 weeks of receipt of order from yard.</p> <p>(h) Format of bank guarantee along with enquiry to be agreed, in general</p> <p>(i) <del>Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders)</del></p> |  |
| 15. | <p><b><u>Vendors on Tender Holiday/ Blacklisted Vendors</u></b></p> <p>(a) The bidder should give self-certification that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central &amp; State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tender by the bidder. The bidder has to submit self certification for the same along with the techno-commercial offer.</p> <p>(b) UCSL reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated/cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of UCSL</p>  |  |

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| 16. | <p>(a) No contract of any kind whatsoever shall be placed to debarred firm including allied firms after the issue of a debarment order by the Ministry/Department.</p> <p>(b) Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date on contract.</p> <p>(c) In case, any debarred firm has submitted the bid, the same shall be ignored.</p> <p>(d) The debarment shall be automatically extended to all its allied firms.</p> <p>(e) In case of JV/consortium is debarred all partners will also stand debarred for the period specified in the debarment order.</p>   |    |
| 17. | <p><b><u>Liquidated Damages:</u></b><br/> 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.). However LD applicability is without prejudice to UCSL right to terminate contract for delayed delivery or other actions as per clause 27.</p>  |    |
| 18. | <p><b><u>Guarantee</u></b><br/> <del>The Items supplied should be guaranteed for <b>minimum shelf life of 36 months</b> from the date of supply. Such should damage/failure occurred in the guarantee period, the supplier should immediately rectify the failure by replacement of such items found to be defective, at his own expenses</del></p>   | NA |
| 19. | <p><b><u>Jurisdiction</u></b><br/> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India. Alternate dispute resolution mechanism can also be considered.</p>  |    |
| 20. | <p><b><u>Arbitration</u></b><br/> (a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the UCSL Grievance Redressal Cell as per relevant clause of the Contract.<br/> (b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.</p> |    |

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|     | <p>(c) Seat &amp; Venue of Arbitration: The seat &amp; venue of arbitration shall be at Cochin.</p> <p>(d) Language of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law.</p> <p>(e) In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka</p>  |    |
| 21. | <p><b><u>Force Majeure condition:</u></b><br/>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/ Supplier may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>   |    |
| 22. | <p><b><u>Indian Agent:</u></b><br/>(a) <del>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.</del><br/>(b) <del>If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to UCSL shall be furnished.</del><br/>(c) <del>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.</del><br/>(d) <del>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.</del></p>                | NA |
| 23. | <p><b><u>Sub Contracting And Assignment:</u></b><br/>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>  | NA |
| 24. | <p><b><u>Supply</u></b><br/>(a) <del>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.</del><br/>(b) <del>In case UCSL deputed its personnel / Third Party Inspectors to inspect items in the supplier premises prior despatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report.</del><br/>(c) <del>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.</del></p> |    |

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|     | <p>(d) 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. The tenderer, 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> <p>(e) 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.</p> <p>(f) 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.</p> <p>(g) The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations.</p> |  |
| 25. | <p><b>Fall Clause</b><br/> <del>The firm/ bidder winning the contract shall sign an agreement with Udupi Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with UCSL.</del></p>  |  |
| 26. | <p>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>  |  |
| 27. | <p><b><u>Termination Clause</u></b></p> <p>(a) This purchase order may be terminated upon the occurrence of any of the following events</p> <p>(i) By agreement in writing of the parties hereto;</p> <p>(ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;</p> <p>(iii) By the other party, upon either parties;</p> <ul style="list-style-type: none"> <li>• Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or</li> <li>• Having a reasonable petition filed seeking its "dissolution or liquidation, not stayed or dismissed within sixty (60) days; or</li> <li>• Ceasing to do business for any reason.</li> </ul> <p>(iv) In cases where maximum limit of LD is reached and still the items are not delivered.</p> <p>(v) For fraud and corruption or other unacceptable practices.</p> <p>(b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.</p> <p>(c) UCSL may by notice in writing to supplier terminate the order after issuing due</p>   |  |

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|     | <p>notice i.e. 15 days notice period. UCSL shall be entitled to compensation for the loss limited to the order value.</p> <p>(d) Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by UCSL for the material delivered/work done as per the payment milestones</p>   |  |
| 28. | <p><b><u>Limitations of Liability</u></b></p> <p>Neither party shall be liable to the other party for any indirect and consequential damages. Neither party shall be liable to the other party for any loss of profits or loss of production</p>  |  |
| 29. | <p><b><u>Confidentiality Clause</u></b></p> <p>Supplier and its personnel will</p> <p>(a) keep confidential the terms of the agreement and all non-public and proprietary UCSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to UCSL, if permitted by law; and</p> <p>(b) not use in providing products or services or disclose to UCSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and UCSL</p>   |  |
| 30. | <p><b><u>Indemnity clause</u></b></p> <p>Supplier will indemnify UCSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by UCSL's unlawful acts or omissions.</p>   |  |
| 31. | <p><b><u>Malicious Code:</u></b></p> <p>The Bidder will be overall responsible for all cyber/information security related aspects pertaining to the Systems Projects &amp; ICT goods and services and will be the single point of contact for addressing all Cyber/information security related issues for the goods and services supplied by the Bidder as part of the contract. It will be responsibility of the Bidder to enter into such agreements/contracts with the OEMs as may be necessary to ensure that all cyber/information security aspects are addressed holistically and comprehensively. The Bidder will provide list of tests conducted by OEM or an accredited certification agency along with list of such test reports for the Systems Projects &amp; ICT goods and services provided as part of contract</p>  |  |
| 32. | <p><b><u>Work inside UCSL</u></b></p> <p>(a) The suppliers and its representatives / sub-contractors Shall abide by UCSL rules for entry and exit of man and materials. Vendor and personnel will comply with all procedures and policies provided by UCSL, including UCSL's, environmental, health, safety, and security procedures, and related management systems when performing services at UCSL facilities.</p> <p>(b) Vendor is solely responsible for the safety of its personnel inside UCSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in UCSL. Service representative working onboard should maintain proper dress code as per UCSL standards. They shall submit electronic challan remittance copy of ESI &amp; EPF details of their employees and employee compensation policy details for employees not falling</p> |  |