

# **EXPRESSION OF INTEREST**



**NOTICE INVITING EXPRESSION OF INTEREST (EoI) FOR THE SUPPLY OF  
STEEL PLATES FOR SHIP BUILDING APPLICATION ON STAGGERED  
DELIVERY BASIS WITH PRICE VARIATION LINKED TO PUBLISHED  
STEEL INDICES**

**UDUPI COCHIN SHIPYARD LIMITED**

**Malpe Harbour Complex, Malpe, Udupi – 576108, Karnataka, India**

## **Disclaimer**

The Expression of Interest (EoI) is issued solely for the purpose of inviting qualified OEMs to express their interest in associating with Udupi Cochin Shipyard Limited (UDUPI CSL) for the Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices. This EoI does not constitute a binding offer or agreement and does not create any legal obligation on the part of UDUPI CSL.

Submission of a response to this EoI does not guarantee selection or the award of any contract, nor does it entitle the respondent to any claims against UDUPI CSL for any costs or expenses incurred during the preparation or submission of the EoI response.

UDUPI CSL reserves the right to modify, suspend, or terminate this EoI process, wholly or in part, at any stage without prior notice or assigning any reason. UDUPI CSL also reserves the right to accept or reject any or all responses at its sole discretion, without assigning any reason or incurring any liability.

Participation of this EOI process implies unconditional acceptance of all the terms stated in this disclaimer. Respondents are advised to independently assess and verify any information provided in this EoI document before making any submissions.

By responding to this EoI, the applicant agrees that all the decisions made by UDUPI CSL regarding the EoI process shall be final & binding.

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## **Tentative Calendar of Events**

In reference to the Expression of Interest for the Procurement of Steel Plates on Staggered Delivery Basis with Price Variation Linked to Published Steel Indices the following table enlists important milestones and timelines for the completion of bidding activities:

<b>Sl. No.</b>	<b>Milestone</b>	<b>Date and Time (dd/mm/yyyy; hh:mm)</b>
1	Release of Expression of Interest (EoI)	10 February 2026
2	Last date for submission of written questions by bidders	14 February 2026
3	Response to the queries	16 February 2026
4	Pre-bid Meeting	18 February 2026
5	Last date for Submission of EoI Response	03 March 2026
6	Opening of EoI Response	03 March 2026
7	Declaration of Short-listed Firms	Will be intimated later

# **EXPRESSION OF INTEREST (EOI) FOR THE PROCUREMENT OF STEEL PLATES ON STAGGERED DELIVERY BASIS WITH PRICE VARIATION LINKED TO PUBLISHED STEEL INDICES**

EOI No: UDUPI CSL/MAT/STEEL/2025-26/072

10.02.2026

Udupi Cochin Shipyard Limited (Udupi CSL), a wholly owned subsidiary of Cochin Shipyard Limited a Government of India Enterprise under the Ministry of Ports, Shipping and Waterways, invites Expression of Interest (EOI) from eligible manufacturers and their authorized distributors / dealers for supply of steel plates on a staggered procurement basis with price variation mechanism linked to reputed published steel indices.

This EOI is issued in accordance with CVC Guidelines, GFR-2017 and PSU procurement practices and is intended to assess market capability and interest prior to finalization of tender conditions

## **1. About Udupi Cochin Shipyard Limited**

Udupi Cochin Shipyard Limited (UDUPI CSL) was incorporated as 'Tebma Engineering Private Limited' on July 09, 1984 as a private non-government company. Subsequently, the Company became public and changed the name to 'Tebma Shipyards Limited'. Cochin Shipyard Limited (CSL), the premier public sector shipyard in India, acquired the Company through an order of the Hon. NCLT, Chennai and took over its management in September 2020, consequent to which the Company became a wholly owned subsidiary of CSL and a Government Company under the provisions of the Companies Act, 2013. Subsequently, on April 22, 2022 the name of the Company was changed from Tebma Shipyards Limited to Udupi Cochin Shipyard Limited.

After beginning its operation in 2021, UDUPI CSL has successfully delivered 8no.s of 100 Pax Aluminum Catamaran Vessels to CSL, 8no.s of Deep-Sea Fishing Vessels under Pradhan Mantri Matsya Sampada Yojana scheme, 5 no.s of Tugs of ASTDS compliance and 4no.s of 3800DWT Bulk Carriers to Norwegian client. The yard has entered into its first major commercial orders in March 2022 and the present order book of commercial vessels are as follows,

- |                                  |                           |
|----------------------------------|---------------------------|
| a) 3800DWT General Cargo Vessels | – 6nos. (4nos. delivered) |
| b) 70T Bollard Pull Tugs         | – 4no.s (1no. delivered)  |
| c) 6300DWT General Cargo Vessels | – 8nos.                   |
| d) 70T Bollard Pull Tugs         | – 8nos.                   |

The yard is expecting to continue to focus on its dedicated segments viz: Tugs, Ferries. Mid-Sized Specialized vessels, Short Sea vessels etc., as its upcoming future plans. Also, multiple projects are under discussion. Technical Capability Assessment of the yard by Indian Navy and Indian Coast Guard is also completed and the yard is actively participating in defense tenders too.

As part of the expansion program, UDUPI CSL has already started the functioning of fabrication unit in Chengalpattu, Tamil Nadu and is starting a Work Unit in CSL, Kochi, Kerala.

During the upcoming years, the yard will be requiring approximately 15000 Tons of Steel Plates for the currently committed projects in staggered delivery basis with necessary class approvals as required. The requirement mentioned above is based on the present contracted vessels and the projects in the pipeline will be over and above the scope mentioned herein.

## **2. Objectives of EoI**

The objective of this Expression of Interest (EOI) is to identify qualified Indian OEMs for empanelment, in order to partner / associate for supplying steel plates on staggered procurement basis with price variation mechanism linked to reputed published steel indices, which could be primarily used for the maritime and allied applications. Prospective Entities shall be technically and financially competent with verifiable experience in the manufacture and supplying aspects with Design & Development facilities available in India. The supply of products and services in the technical Categories to Government Organizations/ PSUs/ Indian Shipyards/ international shipyards/ Indian Defense Research Organizations / other reputed National or International Organizations shall be considered. Based on evaluating the EOI responses, UDUPI CSL reserves the right to shortlist and empanel the qualified Bidders. Subsequent to this EOI, during the project opportunities in the respective technical domains, the empaneled Bidders shall be considered for the limited tender procurements. The validity shall for a period of Three (03) years.

## **3. Scope of Services**

UDUPI CSL is in the process to empanel Indian OEMs for the supply of steel plates on staggered procurement basis with price variation mechanism linked to reputed published steel indices. Bidders should meet all the relevant national/ international product standards and IACS certifications and the product should be cost competitive as per market levels. The EOI responses submitted by the Bidders shall be scrutinized by UDUPI CSL, techno-commercially evaluated and qualified Bidders shall be empaneled.

### **3.1 Categories of Supply under EoI**

For the purpose of EoI, the Technical Categories of interest are mentioned below

- A. Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 5mm to 7.5mm
- B. Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 8mm to 70mm
- C. Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 75mm to 100mm

The specific technical details pertaining to Category A, B & C are detailed in the Appendix-2. The OEM Entities shall participate & share response to the EOI if satisfying/ confirming to any one of the conditions mentioned below, based on their domain expertise, experience & infrastructure capabilities

- i. Eligible for any one category out of (A), (B) & (C)
- ii. Eligible for any two categories out of (A), (B) & (C)
- iii. Eligible for all three categories out of (A), (B) & (C)

### **3.2 General Requirement**

3.2.1 Supply Steel Plates on staggered delivery basis as per the requirement of UDUPI CSL

- 3.2.2 Defining material lead-time and set MOQ (Minimum Order Quantity) quantity basis as per UDUPI CSL requirement
- 3.2.3 Arriving at Detailed Price Variation Formula linked with Published Steel Price Indices
- 3.2.4 Arriving on Monthly delivery schedule as per Udupi CSL requirement with respect to the order value arrived using the Price Variation Formula

## **4. Eligibility Criteria**

To ensure the selection of capable and reliable representatives, UDUPI CSL has outlined specific eligibility criteria for applicants. These criteria are designed to assess the applicant's technical expertise, industry experience, organizational capacity, and commitment to meeting UDUPI CSL's high standards of performance and integrity. Only applicants who meet these requirements shall be considered for further evaluation in the EoI selection process.

### **4.1 General**

- i. The applicant shall be a single firm/ entity. Consortiums are not eligible to participate.
- ii. Subsidiaries of parent companies are eligible to participate and may claim the experience of the parent company for pre-qualification purposes.
- iii. The promoters/ owners of the Indian company shall be Indian National(s). The entity must be a wholly-owned Indian company.
- iv. Udupi CSL would like to directly deal with OEM. However, in case if OEM is not directly participating, they can Authorize any one of the distributor/ dealers on their behalf for submitting the offer for this EoI, subject to EOI specific Authorization letter from the OEM
- v. In the case of past mergers or acquisitions, applicants must submit satisfactory documentary evidence to substantiate their claims of relevant experience for pre- qualification.
- vi. Any past changes in the applicant's name must be supported with satisfactory documentary proof.
- vii. The applicant shall not be under any declaration of ineligibility issued by the Government of India, State Governments, or Public Sector Undertakings or by any Government or statutory body.
- viii. Quality assurance: Should have ISO 9001:2015 or higher equivalent certification as on the date of submission of bid.
- ix. The applicant/ OEM should have a mill in India approved by DNV, BV, ABS & IRS classes

### **4.2 Technical Experience**

The applicant must demonstrate prior experience relevant to the duties outlined in this EoI. The applicant shall have experience and able to substantiate with relevant proofs for each category as per the clause 3.1. Applicants must disclose any existing commitments to other yards for maritime applications, other industrial applications, agencies, or clients, including the duration of such commitments, supported by relevant documentation.

### **4.3 Financial Capability**

- i. The applicant must have a positive net worth for the last three years.

- ii. Applicants must provide a certificate from their statutory auditor/ Chartered Accountant, substantially in the format specified in Appendix 3, certifying the net worth of the firm. The certificate should also confirm that the methodology used to calculate net worth aligns with the definition specified in Appendix 3.
- iii. Applicants must submit:
  - a) A certified declaration (Refer Appendix 3) from the statutory auditor/Chartered Accountant.
  - b) Audited balance sheets for the last Three financial years.
  - c) Annual turnover details and net worth details for the last Three financial years, as part of their submission for the EoI

## **5. Application Requirements**

Interested firms/ agencies are required to submit a comprehensive application, which should include the following details and supporting documents. (Required document corresponding to each point is indicated in the Appendix-1)

### **5.1 General Information**

- i. Full name, address, and contact details of the applicant firm/entity.
- ii. Details of the authorized representative, including name, designation, email address, and contact number.
- iii. Proof of legal entity (Certificate of Incorporation, Registration Certificate, or equivalent)
- iv. Documents to verify the regulatory compliance and standards followed by the Bidder
- v. Documents pertaining to the percentage of indigenous content

### **5.2 Technical Information**

- i. A detailed profile of the firm, including its history, organizational structure, and key areas of expertise.
- ii. Documentary evidence of relevant technical experience, demonstrating the firm's capability to perform the duties outlined in this EoI. Required documents are indicated in the Appendix-1.
- iii. Disclosure of any existing commitments with other shipyards, agencies, or clients, specifying the nature and duration of these commitments, along with supporting documentation. Applicant to ensure compliance of its confidentiality obligations with third parties while providing details/documentary proof of technical experience UDUPI CSL shall not assume any liability for any third-party claims for breach of confidentiality obligation. However, confidentiality obligations shall not excuse a party from providing documentary evidence of technical expertise.

### **5.3 Financial Information**

- i. Certificate from the statutory auditor/ Chartered Accountant, substantially in the format specified in Appendix 3, certifying the applicant's net worth and confirming compliance with the requirements under this EoI.
- ii. Copies of the audited balance sheets for the last Three financial years.
- iii. UDUPI CSL reserves the rights to obtain Credit ratings of the participating bidders.



## 5.4 Legal Compliance

- i. Declaration that the applicant is not under any declaration of ineligibility issued by the Government of India, State Governments, Public Sector Undertakings, or any government or statutory body.
- ii. Self-certification of compliance with applicable laws and regulations in the applicant's jurisdiction.

## 5.5 Applicant not eligible to participate

- i. The applicant should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- ii. The applicant should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the application. The applicant should submit a declaration to this effect in the format specified in Appendix-14
- iii. Applicant should not have faced any action from CSL where any PO/work order for any project of CSL awarded to the Applicant was cancelled /terminated for non-performance and/or noncompliance with the terms of the contract

## 5.6 Additional Documents

- i. Details of any mergers, acquisitions, or name changes in the past, along with supporting evidence.
- ii. The firm/ entities must comply with CSL's General Terms & Conditions related to the purchase of materials/ services. Firms that do not comply with these terms and conditions will be disqualified from the EoI process.
- iii. Other information or documents deemed necessary to support the application and establish the applicant's eligibility as mentioned in the Appendix 1.

## 5.7 Submission Instructions:

- i. All documents must be submitted in English and certified where applicable.
- ii. The application must be submitted in hard copy (one set) to the designated postal address and a softcopy send electronically to the designated email address as per 5.7 (v).
- iii. The deadline for submission is 03<sup>rd</sup> March 2026, and applications received after this date will not be considered.
- iv. For any clarifications or queries, applicants may contact;

Name	Designation	Contact Number	E-mail
Shri. Sunil S Nair	Manager (Materials)	+91820 2912104	<a href="mailto:sunilsnair@udupicsl.com">sunilsnair@udupicsl.com</a>
Shri. Muhammad Anas	Manager (Materials)	+91820 2912106	<a href="mailto:muhammad.anas@udupicsl.com">muhammad.anas@udupicsl.com</a>
Shri. Midhun Thomas	Assistant Manager (Materials)	+91820 2912116	<a href="mailto:midhunthomas@udupicsl.com">midhunthomas@udupicsl.com</a>

OR

Name	Designation	Contact Number	E-mail
Shri. Sony Clement TM	AGM I/C (Materials)	+91820 2912113	<a href="mailto:sony.clement@udupicsl.com">sony.clement@udupicsl.com</a>

- v. EoI along with duly filled format and requisite copies of certificates/ supporting documents as applicable shall be forwarded to;

**Assistant General Manager (Materials)**

Udupi Cochin Shipyard Limited

Malpe Harbour Complex, Malpe,

Udupi, Karnataka, India – 576108

Email: [sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com)

- vi. Incomplete or non-compliant applications may be disqualified at the sole discretion of the evaluation committee.
- vii. Last date of intimation to UDUPI CSL about the willingness to participate in the Prebid meeting 18<sup>th</sup> February 2026.
- viii. The last date for submission of application for empanelment shall be 03<sup>rd</sup> March 2026.

## 6. Selection Process

- 6.1 Methodology:** UDUPI CSL intends to receive Expressions of Interest from firms/ companies/ entities interested in the supply of steel plates on staggered procurement basis with price variation mechanism linked to reputed published steel indices for maritime applications. UDUPI CSL reserves the sole right to determine the selection process, and its decision shall be final and binding on all applicants.
- 6.2 NDA:** As a mandatory requirement of this EoI, the applicant Firm shall execute and submit an NDA in the format enclosed with this document as Appendix 4. Failure to submit a duly signed NDA along with the proposal will result in the disqualification of the applicant from the EoI selection process. The NDA shall be signed before the Prebid meeting, or the representative who attend the Prebid meeting shall handover the signed copy before the pre-bid meeting.
- 6.3 Pre-bid meeting:** A pre-bid meeting is scheduled to take place on 18<sup>th</sup> February 2026 at UDUPI CSL to facilitate further interaction with potential bidders and address any queries they may have. It is mandatory to attend the pre-bid meeting by the prospective entities in person at UDUPI CSL office at the specified date and time. Interested Entities are kindly requested to notify UDUPI CSL of their intention to participate in the pre-bid meeting by 18<sup>th</sup> February 2026 via email indicating, the queries to be addressed during the meeting to the following email address: [sunilsnair@udupicsl.com](mailto:sunilsnair@udupicsl.com). The email shall be clearly indicating subject as (EoI: Prebid meeting request by “Firm name”). Also, the NDA shall be signed with UDUPI CSL by the interested Entities before the pre-bid meeting.

**6.4 Evaluation:** Eligible firms/ companies/ entities will be evaluated through a transparent and structured evaluation process based on the details listed in clause 5 and documents submitted as per Appendix-1. The evaluation will be performed for each Category specified in the clause 3.1 based on the documents submitted for each category. Based on this evaluation, firms/ companies/ entities meeting the requisite criteria will be notified, and an agreement will be executed between UDUPI CSL and the selected firms/ companies/ entities for a period of three (3) years.

Criterion	Parameter for Evaluation
Criterion 1	Previous Experience & Orders executed (including project portfolio & orders in progress details)
Criterion 2	Technical expertise & Capability of the Firm including technical infrastructure, Quality policies, and capability to take up different categories.
Criterion 3	Financial stability including positive net worth, annual turnover and Single order value
Criterion 4	Detailed technical presentation indicating the Firm capability to meet UDUPI CSL requirements
Criterion 5	Indigenous content percentage
Criterion 6	Industry relevant certification for the product delivered
Criterion 7	Marine industry experience and compliance

6.4.1 Evaluation criteria: The evaluation of the EoI responses shall be based solely on the documents submitted by the participating firms/entities, as outlined in Appendix 1, and in accordance with the instructions provided in the EoI. The evaluation criteria, parameters of the participating firms/entities are as follows:

6.4.2 Participant firms/ entities will be shortlisted based on the evaluation of documents submitted against eligibility criteria detailed at appendix 1.

6.4.3 Udupi CSL reserves the right to send Limited Tender Enquiry if there are 3 or more shortlisted bidders or to publish an open tender otherwise.

6.4.4 UDUPI CSL reserves the right to visit the premises of the bidder's client to obtain clarifications or confirmation directly from the bidder's clients. The Bidder shall furnish necessary contact details and co-ordinate for obtaining approval / consent for the above-mentioned visit whereas travelling and all other expenses for the same shall be borne by UDUPI CSL.

6.4.5 UDUPI CSL shall also visit the Bidder's premises, if necessary, to verify the data submitted by the Bidder during the bid submission stage and to check the capability of the Bidder, with short notice to the Bidder. Any glaring discrepancy observed during such visits shall result in disqualification of the offer without any written notice to the bidder.

**6.5 Conflict of Interest:** Applicants must provide professional, objective, and impartial services, prioritizing UDUPI CSL's interests at all times. They must avoid conflicts with other assignments, personal interests, or corporate objectives. Applicants are required to declare any existing or

potential conflicts of interest, either directly or through partners, that may affect the work outlined in the Scope of Work, as part of their proposal submission.

- 6.6 Right to Accept or Reject Proposals:** UDUPI CSL reserves the absolute right to modify, expand, restrict, withdraw, or reject any EoI at its sole discretion, without assigning any reason.
- 6.7 Clarifications:** During the evaluation of the EoI, UDUPI CSL may seek clarifications from applicants at its discretion. Firms must respond promptly within the prescribed time frame. UDUPI CSL also reserves the right to conduct inquiries with any clients listed by the applicant as part of their prior experience.
- 6.8 Completeness of Application:** Applicants must ensure that their bid is complete in all respects and conforms to EOI terms and conditions, failing which the applications are liable to be rejected without seeking any clarifications on any exception/deviation taken by the applicant in their application.
- 6.9 Submission of Forged Documents:** Applicants should note that UDUPI CSL may verify authenticity of all the documents/ certificate/ information submitted by them against the EOI. In case at any stage of this process, if it is established that applicant has submitted forged documents/ certificates/ information towards fulfilment of any of the EOI conditions, UDUPI CSL shall immediately reject the application of such applicant (s) or cancel/ terminate the contract and take such as other penal action as per applicable laws as deemed necessary
- 6.10 Language:** All proposals, including associated correspondence, must be submitted in English.
- 6.11 Covering Letter:** Applicants must submit a covering letter clearly indicating their interest in participating in the supply of steel plates on staggered procurement basis with price variation mechanism linked to reputed published steel indices for maritime applications as outlined in the EoI.
- 6.12 Company Profile Details:** Applicants are required to provide the following details:
- i. Full legal name of the firm, date of establishment, and organizational type (e.g., individual, proprietorship, partnership, private limited company, public limited company, etc.). Include an organizational chart if applicable.
  - ii. Exact and complete corporate, registered, or home office address, business address, telephone numbers, fax numbers, email, and other contact details. Firms with foreign registry must indicate if they have branch offices in India and provide details in a similar format.
- 6.13 Narrative Description of the Firm:** Applicants must submit a brief narrative description of their firm, excluding promotional brochures.
- 6.14 Capabilities:** Applicants must describe their capabilities concerning personnel and facilities. CVs of proposed personnel should not be attached.

**6.15 Experience Details:** Applicants must provide documentation as proof of their experience and eligibility as specified in the relevant section of this EoI.

**6.16 Compliance:** Applicants must strictly adhere to all existing rules, guidelines, instructions, and procedures issued by UDUPI CSL, as well as any amendments promulgated from time to time.

**6.17 Notification of Empanelment**

- i. UDUPI CSL shall notify the successful applicant in writing that its application has been accepted.
- ii. The applicant shall acknowledge in writing, receipt of the notification of empanelment and shall send his acceptance within Seven (7) days of receiving the notification. Failure to abide by this, may lead to termination of the empanelment.

**6.18 Cancellation of Letter of Empanelment**

- i. Empanelment can be cancelled in case any fraud is reported regarding the firm
- ii. Empanelment may also be terminated pre-maturely if the empaneled entity becomes bankrupt or otherwise insolvent as declared by the competent court

**6.19** By adhering to the above process, UDUPI CSL aims to identify and engage highly qualified firms/ companies/ entities to effectively undertake the supply of steel plates on staggered procurement basis with price variation mechanism linked to reputed published steel indices for maritime applications.

**7. Terms of Engagement**

The consideration for the services rendered, along with other terms and conditions governing the engagement, shall be detailed in a separate agreement to be executed between UDUPI CSL and the selected entity. A draft agreement outlining the standard terms, ensuring alignment with UDUPI CSL's policies and the scope of engagement, is provided in Appendix 15 of this EoI.

**8. Governing Law & Jurisdiction**

This EoI shall be governed by and construed in accordance with the laws of the Republic of India. Any disputes, claims, or controversies arising out of or in connection with this EoI shall be subject to the exclusive jurisdiction of the courts at Udupi, Karnataka.

**9. Integrity Pact**

As a mandatory requirement of this EoI, the applicant shall execute and submit an Integrity Pact in the format enclosed with this document as Appendix 5. The Integrity Pact aims to ensure transparency, fairness, and ethical practices in the selection process. Failure to submit a duly signed Integrity Pact along with the proposal will result in the disqualification of the applicant from the EoI selection process. By signing the Integrity Pact, the applicant agrees to adhere to its terms and conditions as a binding commitment to uphold integrity and accountability throughout the engagement with UDUPI CSL.

## Appendix 1 – Documentation Required for EoI Evaluation

Documentation required for evaluation as per Clause 5

As per Clause 5	Criteria	Document to be submitted for verification
<b>5.1</b>	<b>General Information</b>	
5.1(i)	Full name, address, and contact details of the firm/entity, Details of the authorized representative, including name, designation, email address, and contact number	Format for Submission for Organization and structure (Refer Appendix 8)
5.1(ii)	Proof of legal entity (The entity must be a wholly-owned Indian company. The bidder should have its own office/ work place in India (with a majority stake) to design& develop engineering equipment suiting requirement of UDUPI CSL)	<ul style="list-style-type: none"> <li>• Certificate of Incorporation</li> <li>• Certificate of registration</li> </ul>
5.1(iii)	Documents to verify the regulatory compliance and standards followed by the Bidder.	<ul style="list-style-type: none"> <li>• Regulatory compliance, certificates,</li> <li>• Company License,</li> <li>• GST Registration certificate</li> <li>• Valid vendor Registration</li> <li>• Certificates from Govt. organizations (if any)</li> <li>• Product safety certifications for own products if any.</li> </ul>
5.1(iv)	The Bidder should produce documents pertaining to the percentage of indigenous content in the previously developed products. Preference will be given to Class II	Document proof as applicable to be provided.
<b>5.2</b>	<b>Technical Information</b>	
5.2(i)	A detailed profile of the firm, including its history, organizational structure, and key areas of expertise	<ul style="list-style-type: none"> <li>• Profile of the firm including history, nature of the operations</li> <li>• Project Portfolio of the Firm</li> <li>• Detailed organization structure of the Firm</li> <li>• Products delivered to marine industry in the past</li> <li>• Product Certifications from national or international certification body</li> </ul>

5.2(ii)	<p>Experience related to the Category of EoI:</p> <p>Indian entities who possess verifiable experience of at least Three years and have supplied equipment meeting the same or higher specifications as mentioned in Category (A), (B) and (C) under Appendix 2 along with their technical specification preferably for maritime applications, or if not, for other industrial applications, to Government Organizations, PSUs, Indian Shipyards, International Shipyards, Indian Defense Research Organizations, or other reputed national or international organizations, are eligible to participate. However, bidders solely engaged in trading products related to these technical domains will not be considered eligible. Entities with prior experience in supplying products for maritime applications with Class compliance will be given additional weightage during the EOI evaluation. (The Firm applying for multiple categories shall submit separate proof of documents for each category)</p>	<ul style="list-style-type: none"> <li>• Self-certified copy of Purchase Order (P.O.)/ Work Order along with Completion Certificate issued by the client</li> <li>• Format for Submission of Experience: Relevant Project Completed as per clause 5.2 (ii) and Appendix-2 requirements (Refer Appendix-10)</li> <li>• Client testimonials, Honours or recognition received for timely completion or delivery of system (If any)</li> <li>• Proofs for IP, Patents, Copyrights, if any</li> </ul>
5.2(iii)	<p>The Bidder should have its own office/ work place in India with in-house Design center to design, develop, manufacture and test facilities suiting UDUPI CSL's requirement. The Bidder should possess technical infrastructure/ in-house facilities suiting the requirement categories specified as per clause 3.3</p>	<ul style="list-style-type: none"> <li>• In-house capability /Technical infrastructure/ in-house office &amp; manufacturing facilities: The document shall include photos/ video clippings supporting the same.</li> <li>• Declaration by the Firm regarding design software used by the Firm, no of manpower allocated for the Design software, no of license tec.</li> <li>• A detailed technical presentation / technical report shall be provided by the Entity to support the claims.</li> </ul>
5.2(iv)	<p>The Bidder should have proven technical expertise, infrastructure and human resources for design, manufacture, testing and integration of engineering equipment. The Bidder should have proficiency in software design and development, pertaining to the equipment. The Bidder should specify the software tools used for the design &amp; development, analysis, project management, and documentation.</p>	<p>The Firm shall provide a self-declaration/ certificate of expertise to prove the capability of the team in the relevant field of work as per CSL requirements specified. The certificate shall include the details of total number of team members in the design team, manufacturing team and commissioning support team and other relevant team members, qualification, experience range and certifications (if any)</p>

5.2(v)	Disclosure of any existing commitments with other shipyards, agencies, or clients, specifying the nature and duration of these commitments, along with supporting documentation. Applicant to ensure compliance of its confidentiality obligations with third parties while providing details/ documentary proof of technical experience CSL shall not assume any liability for any third-party claims for breach of confidentiality obligation. However, confidentiality obligations shall not excuse a party from providing documentary evidence of technical expertise.	Document disclosure by the Firm
5.2(vi)	The production capacity of the bidder per month shall be provided to ensure that the OEM may cater the requirements of Udupi CSL within the specified time	The production schedule including the lead-time of PO to Product timelines shall be detailed
<b>5.3</b>	<b>Financial Capability</b>	
5.3(i)	<p>Certificate from the statutory auditor/ Chartered Accountant, substantially in the format specified in Appendix 3, certifying the applicant's annual turnover and net worth for last Three years and confirming compliance with the requirements under this EoI. The evaluation will be based on the below,</p> <ol style="list-style-type: none"> <li>1. Positive net worth of the Firm for the last 3 years</li> <li>2. The average annual sales turnover during the last Three financial years (as per the last published Balance sheets), should be at least, For Category A = INR 40 Crores, For Category B = INR 50 Crores, For Category C = INR 30 Crores.</li> <li>3. The Firm shall have executed a single project order worth in the last Three financial years For Category A = 1000 Lakhs For Category B = 2000 Lakhs For Category C = 500 Lakhs</li> </ol>	<ul style="list-style-type: none"> <li>• Format of Financial Capability (Refer Appendix 3)</li> <li>• Certificate from the statutory auditor / Chartered Accountant (Refer Appendix-3)</li> </ul>
5.3(ii)	Copies of the audited balance sheets for the last Three financial years.	<ul style="list-style-type: none"> <li>• Financial Statements for the past Three years</li> <li>• ITR files of last Three years</li> </ul>
<b>5.4</b>	<b>Legal Compliance</b>	
5.4(i)	Declaration that the applicant is not under any declaration of ineligibility issued by the Government of India, State Governments, Public Sector Undertakings, or any government or statutory body.	Self-Declaration
5.4(ii)	Self-certification of compliance with applicable laws and regulations in the applicant's jurisdiction.	Self-Declaration
<b>5.5</b>	<b>Applicant not Eligible to Participate</b>	
5.5(i)	The applicant should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of	Undertaking of financial stability



	legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.	
5.5(ii)	The applicant should not be blacklisted/ debarred/ banned/ restricted by any Union Govt./ State Govt./ PSU as on date of submission of the application. The applicant should submit a declaration to this	Declaration by the firm on Non-Debarred Status (Refer Appendix 14)
<b>5.6</b>	<b>Additional Document</b>	
5.6(i)	Details of any mergers, acquisitions, or name changes in the past, along with supporting evidence	Relevant documents
5.6(ii)	The firm/ entities are required to comply with CSL's General Terms & Conditions related to the purchase of materials and services.	Refer to Appendix 15 for CSL's General Terms & Conditions related to the purchase of materials and services. The firm must comply with all the terms and conditions.
5.6(iii)	Quality Assurance: Should have ISO 9001:2015 or higher equivalent certification as on the date of submission of bid	Copy of certificate valid on the date of submission of the EOI response
5.6(iv)	Declaration: The bidder is required to provide a declaration stating that critical technologies/ software will not be sourced from countries sharing a land boundary with India. Additionally, the bidder must submit a declaration ensuring that the software solution utilized contains no malicious content and free from all kinds of intellectual property infringement.	Self-Declaration or any other relevant documents
5.6(v)	Duly notarized Power of Attorney authorizing the representative of the act on behalf of the Bidder for the purpose of this EOI	Format of power of Attorney (Refer Appendix 6)
5.6(vi)	Covering letter indicating interest to undertake CSL project as per EoI	Format of Covering Letter (Refer Appendix 7)
5.6(vii)	Solvency certificate	Format of Solvency Certificate (Refer Appendix 9)
5.6(viii)	Present order book details of the Firm	Format for present order book (Refer Appendix-11)
5.6(ix)	The Bidder should submit a compliance matrix	Format of Compliance Matrix (Refer Appendix 12)
5.6(x)	Declaration by the Firm on the application	Format of Declaration by the Firm on the application (Refer Appendix 13)
5.6(xi)	Draft agreement	Format of draft agreement (Appendix-16)

## Appendix 2

### Key Technical Requirements

#### TECHNICAL AREAS, REQUIREMENTS & EXPERIENCE

Category	Technical Domain	Qualification Required	Documents to Submit
A	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 5mm to 7.5mm	Minimum 3 years of verifiable, proven experience preferably for maritime applications with IRS or IACS approved classification rules, if not, for other industrial applications, for the equipment in the Category (A) for the range specified. (Marine application and Class certification will have preference in evaluation)	Refer Clause 5.2 (ii)
B	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 8mm to 70mm	Minimum 3 years of verifiable, proven experience preferably for maritime applications with IRS or IACS approved classification rules, if not, for other industrial applications, for the equipment in the Category (B) for the range specified. (Marine application and Class certification will have preference in evaluation)	Refer Clause 5.2 (ii)
C	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 75mm to 100mm	Minimum 3 years of proven for maritime applications with IRS or IACS approved classification rules, if not, for other industrial applications, for the equipment in the Category (C) for the range specified. (Marine application and Class certification will have preference in evaluation)	Refer Clause 5.2 (ii)

The plate sizes will be usually of 12m length and 2m or 2.5m width, the dimension of the plates will vary with respect to the thickness of the plates. Delivery to Udupi CSL shall be considered and the Class approval of any IACS member (DNV, BV, ABS or IRS) as per the requirement of Udupi CSL shall be catered as per the rates fixed for the same upon confirmation from UCSL.

## Appendix 3

### Financial Status of the Firm

Sl. No.	Last Three Financial Years	Annual Turnover	Net worth as at the end of the financial year
1			
2			
3			
4			
5			

To be signed by the Authorized Signatory of the Applicant with Name, Designation, seal and date.

#### **Certificate from the Statutory Auditors/ Chartered Accountant**

This is to certify that \_\_\_\_\_ (name of the Applicant) has received the payments shown above against the respective years and that the net worth is as computed.

Name of the Authorized Signatory representing Auditing firm:

Designation:

Name of the Firm:

Signature of the Authorized Signatory:

Seal of the Firm:

## Appendix 4

NDA format to be signed by the Firm

### NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (hereinafter referred as “NDA”) is entered on this \_\_\_\_\_, 2026 by and between;

Udupi Cochin Shipyard Limited, a Government of India Enterprise under the Ministry of Port, Shipping and Waterways incorporated as a company under the Companies Act, 1956 and having its registered office at Malpe Harbour Complex, Malpe, Udupi, Karnataka – 576108, represented by Mr. Sony Clement TM, Assistant General Manager (Materials) (hereinafter referred as “UDUPI CSL”, which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART

AND

\_\_\_\_\_, a Company/LLP/Partnership/Educational Institution/Charitable Society/Trust/Proprietorship incorporated under the \_\_\_\_\_

Act, and having its registered office/principal place of Business at \_\_\_\_\_

\_\_\_\_\_ (Full postal address) represented by \_\_\_\_\_

\_\_\_\_\_ (Name & Designation) (& PAN in case of Proprietary concern)

(hereinafter referred as “\_\_\_\_\_”, which the expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this NDA, both “CSL” and “ ” are collectively called “Parties” and individually called “Party”.

Whereas –

- a. Parties wishes to pursue discussions and negotiation with each other for exploring the possibilities of entering into a potential commercial arrangement in connection with the Expression of Interest for the “Design, Development, Manufacture, Supply, Integration and commissioning of Electrical package equipment” in the context of details shared during the Pre-bid discussions, project related discussions before and after empanelment of the Firm and during the project execution (hereinafter referred as “Business”).
- b. Parties contemplates that in connection with the proposed Business, both Parties may exchange certain information, material and documents relating to each other’s Business, assets, financial condition, operations, plans and/or prospects of their Businesses (hereinafter referred as “Confidential information”), where each of them considers the same as proprietary and confidential.

### NOW THIS NDA WITNESSTH HEREIN AS FOLLOWS

1. This NDA shall be deemed to have been commenced from the date of its execution and be valid for a period of 10 years from the date of commissioning of the Business or the termination of any agreement or Memorandum of Understanding in connection with the Business whichever is later.

2. Confidential information for the purpose of this agreement shall mean and include any information disclosed by one party (hereinafter referred as “Disclosing Party”) to the other (hereinafter referred as “Receiving Party”) either directly or indirectly, in writing, orally, by inspection of tangible objects including but not limited to, documents, prototypes, samples, media, documentation, discs and code. Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, Business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/or future Business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.
3. The Receiving Party shall under no circumstances disclose, reproduce, summarize and/or distribute Confidential Information and confidential materials of the Disclosing Party except in connection with the Business.
4. The Parties shall protect the confidentiality of each other’s Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorized disclosure or use of the Confidential Information.
5. Confidential Information shall at all times remain the property of the Disclosing Party and shall not be copied or reproduced by the Receiving Party without the Disclosing Party’s prior written consent.
6. Receiving Party shall within Seven (7) days from the receipt of any written instruction from the Disclosing Party either return or destroy all originals, copies, reproductions and summaries of confidential information disclosed to the Receiving Party as Confidential information. Receiving Party further agrees to certify in writing to the disclosing party that it has satisfied its obligations under this clause. Provided the Receiving Party may retain a copy of such confidential information, if it is necessary to produce before any governmental or quasi-judicial authority.
7. Unless otherwise specifically agreed under this agreement, the Receiving Party shall disclose the confidential information only to its employees who are essential to know such information for the purpose of the Business under this agreement, on a need-to- know basis. In case, the receiving party needs to disclose any such confidential information with a third party for the Business, then the same shall be intimated in writing to the Disclosing Party and the Receiving Party shall enter into a Non-Disclosure Agreement with such third party in similar lines with this NDA so as to protect the interests of the Disclosing Party.
8. Each Party shall maintain confidentiality of all such confidential information, and without obtaining the written consent of the other Party, it shall not disclose any relevant confidential information to any third parties, except for the information that:
  - a. Is or will be in the public domain (other than through the receiving Party’s unauthorized disclosure);

- b. Is under the obligation to be disclosed pursuant to the applicable laws or regulations, rules of any stock exchange, or orders of the court or other government authorities; or
- c. Is required to be disclosed by any Party to its shareholders, investors, legal counsels or financial advisors regarding the transaction contemplated hereunder, provided that such shareholders, investors, legal counsels or financial advisors shall be bound by the confidentiality obligations similar to those set forth in this Section.
- d. In the event, either party is receipt of any summons or directions arising out of any administrative or judicial process and is mandated to disclose any such information which shall fall within the meaning of confidential information under this NDA, then such Party who is in receipt of such instruction shall promptly notify the same to the Disclosing Party in writing along with a copy of such instruction/notice within 3 days from the date of receipt of such instruction.
- e. Receiving Party shall disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.

Disclosure of any confidential information by the staff members or agencies hired by any Party shall be deemed disclosure of such confidential information by such Party, which Party shall be held liable for breach of this NDA. This Section shall survive the termination of this NDA for any reason.

- 9. Unless otherwise specifically agreed between the Parties under this NDA, neither Party shall use other Party's name, intellectual property rights nor disclose the contents of the Business in any publication, press release, broadcasting etc. For the purpose of this NDA, any intellectual property that originates from or is developed by either party prior to the execution of this NDA shall remain the exclusive property of that party.
- 10. That, the Parties to this NDA agrees that, the terms and conditions of this agreement and the confidential information in pursuance to this NDA are of a special, unique and extra ordinary character and that an impending or existing breach of any of the provisions of this agreement would cause the other party irreparable injury for which it would have no adequate remedy at law and further agrees that the other party shall be entitled to obtain injunctive relief immediately prohibiting such breach without limiting their rights to get any other appropriate legal remedies. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss nor any lost profits, savings or Business opportunity regardless of whether a Party was advised of the possibility of the damage or loss asserted.
- 11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this NDA. This obligation shall include but not limited to the court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this NDA, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.

12. Parties to this NDA agrees that, neither party is obliged to disclose all or any of the confidential information in pursuance to this NDA for any purpose other than that is specifically agreed hereunder. Parties are at their liberty to disclose any information to the other party under this NDA as it deems fit for the purpose of the Business.
13. In case any provision in this Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.
14. This NDA is executed in duplicate, one copy for each party and each copy bearing the same legal effect.
15. The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this NDA. Parties to this NDA are neither an agent of the other party nor authorized to obligate it.
16. If either party hereto at any time fails to require performance by the other of any provision of this NDA, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this NDA be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this NDA.
17. Unless otherwise specifically agreed between the Parties, this NDA doesn't create any obligations upon the Parties that, they shall enter into a Memorandum of Understanding or any other commercial agreement based on the discussions and disclosures under this NDA.
18. Except as otherwise expressly provided herein, this NDA is not assignable by any party.
19. In case of any dispute or differences arising out of this agreement, then the same shall be settled amicably between the Parties by way of mutual discussions and negotiation. If such dispute or differences could not resolve amicably within 60 days from the. Commencement of such discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.
20. This NDA shall be governed by the laws of India. Subject to clause 19 any dispute or differences arising out of this NDA shall fall under the exclusive jurisdiction of courts at Ernakulam.
21. This NDA shall not be changed, modified, terminated, or discharged, in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assignees.

IN WITNESS WHEREOF the parties hereto have executed this NDA as of the day and year first above written.

For Udupi Cochin Shipyard Limited

For

Authorised Signatory

Authorised Signatory

Witnesses:

1.

2.



## Appendix 5

### PRE CONTRACT INTEGRITY PACT UDUPI COCHIN SHIPYARD LIMITED

#### General

This pre-contract Agreement (hereinafter called the Integrity Pact) is made on ..... day of the month of ....., between Udupi Cochin Shipyard Ltd (UDUPI CSL), A Government of India Enterprise under the Ministry of Ports, Shipping & Water Ways having its registered office at Udupi, Karnataka, India (hereinafter called the “PRINCIPAL”) of the First part and M/s ..... (Hereinafter called the “BIDDER/Seller”) of the second part.

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

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India Enterprise.

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

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

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

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

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

#### **1. Commitments of the PRINCIPAL**

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

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
  - 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
3. Commitments of BIDDERS
  - 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre- contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following: -
  - 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
  - 3.4 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any, in the bid.
  - 3.5 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract in the bid and the payments have to be in Indian Rupees only.

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

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

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

#### 4. Previous Transgression

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

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

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

#### 6. Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required: -
  - i. To immediately call off the pre-contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
  - vi. To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
  - vii. To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
  - viii. To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
  - ix. In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
  - x. Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- 6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

## 7. Fall Clause

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

## 8. Independent Monitor

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

Shri. Dr. Vinod Bihari Mathur, D302, Arborea Luxury Homes, Tarla Nagal, Near Doon Helidrome, Dehradun, Uttarakhand - 248001 Mobile: 9412054648

Email: vbm.ddn@gmail.com

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

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

8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitors will submit a written report to the designated Authority of PRINCIPAL/ Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

## 9. Facilitation of Investigation

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

## 10. Law and Place of Jurisdiction

10.1 This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

10.2 A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

#### 11. Other Legal Actions

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

#### 12. Validity

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

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

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

For & on behalf of PRINCIPAL  
BIDDER  
(Office Seal)

For & on behalf of  
Udupi Cochin Shipyard Limited  
(Office Seal)

Witness

1.....

2.....

Witness

1.....

2.....

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



## Appendix 6

### **FORMAT OF POWER OF ATTORNEY**

To know all men by these presents that, I, \_\_\_\_\_, holding the post of \_\_\_\_\_ and competent authority of \_\_\_\_\_ (Name of the Bidder) do hereby constitute, appoint, authorize and nominate Mr. / Mrs. /Ms. \_\_\_\_\_ (Name of the Person(s), domiciled at acting as \_\_\_\_\_ (Designation and name of the company), and whose signature is attested below, is hereby appointed as the Authorized Representative and authorized on behalf of \_\_\_\_\_ (Name of the company) to provide information and respond to enquiries etc. as may be required by the Employer for the purpose of the EOI for the Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices (Categories specified in Clause 3.1) for Maritime Application to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_ )

For \_\_\_\_\_

(Name & designation of the member of Firm/ joint venture/~~Consortium~~)

Note: -.

Person or persons signing the tender shall state in what capacity he/she or they is/are signing the tender, eg., as Sole Proprietor of the annexure concerned or as Managing Director or Director or Secretary or Manager of a Limited Company. In the case of partnership firm, the names of all the partners should be recorded and the tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract as accorded in the deed of Power of Attorney or in the partnership deed. In such a case, a registered copy of the “Partnership Deed” should be furnished along with

the tender. It shall be obligatory on the part of every partner of the firm, which enters into agreement, to fulfill the conditions of agreement during the currency thereof, notwithstanding the dissolution of the partnership in the meantime. In the case of a Limited Company, the tender shall be signed by a person mentioned supra empowered to do so by the company. A copy of the Memorandum of Association and Articles of Association of the Company and the letter empowering the person mentioned supra shall be attached to the tender.

The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

**Note: - The Power of Attorney shall be duly notarized.**

## Appendix 7

### FORMAT FOR APPLICATION FOR QUALIFICATION

Letter of Proposal / Bid-Covering Letter (On Applicant's Letter Head)

(Date and Reference)

To

Assistant General Manager

Materials Department

Udupi Cochin Shipyard Limited

Malpe Harbour Complex,

Malpe, Udupi - 682015

Dear Sir,

Sub: Expression of Interest for Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices for Udupi Cochin shipyard Ltd.

With reference to your Request for EOI referred above, We, (name of the applicant) having examined all relevant documents and understood their contents, hereby submit our Proposal for Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices (Specify the Category A, B or C) and state that:

1. All information provided in the Proposal and in the Appendices is true and correct.
2. We shall make available to UDUPI CSL any additional information it may find necessary or require to supplement or authenticate the Proposal.
3. We are not under a declaration of ineligibility issued by Govt. of India / State govt. / Public Sector Undertakings.
4. We have not applied for Corporate Debt Restructuring (CDR)/S4A or other debt restructuring processes or insolvency processes in the last three financial years and till the time of submission of the EOI.
5. We agree and undertake to abide by all the terms and conditions of the Request for EOI Document.

Thanking You Yours faithfully,

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative) (Name of the Applicant / ~~Consortium leader~~)

## Appendix 8

### FORMAT FOR SUBMISSION OF STRUCTURE AND ORGANIZATION

1. Name of Applicant :

Address :

Phone :

Fax :

Email :

Contact details of designated representative:

Registered office Address :

2. Description of company detailing various activities dealt by the firm:

3. Legal status:

4. Date of establishment:

5. Number of years' experience:

6. Please indicate here or attach an organization chart showing the company structure including the positions of directors and key personnel, if relevant along with manpower details and their qualifications.

(Signature of the Authorized Representative)

(Name and designation of the Authorized Representative) (Name of the Applicant)

Seal of the company

**Note: Applicant to attach Certificate of Incorporation and shall be Notary Vetted.**

## Appendix 9

### FORMAT FOR SOLVENCY CERTIFICATE

Certified that to the best of our knowledge and information (Insert name of applicant) .....  
....., a customer of our bank is respectable and can be treated as capable for  
executing the work up to a limit of Rs. .... (Rs. ....)

It is clarified that this certificate is issued without any guarantee or responsibility on the bank or any of  
the officers.

Signature

Manager, Bank

Note: This certificate may be issued on the letter head of the bank and addressed to the Assistant General  
Manager (Materials), Udupi Cochin Shipyard Ltd.

## Appendix 10

### FORMAT FOR SUBMISSION OF EXPERIENCE: RELEVANT PROJECTS COMPLETED

Please fill in information about the relevant projects completed during last Five years related to the Category for which the Firm is applying.

Name of company:

Sl. No	Name of Client	Contract value and date	Year of Completion of deliverables	Details of documentary evidence provided with EoI
1				
2				
3				
4				
5				

Table.5 Format of details of relevant projects

I/ We hereby solemnly certify that the above furnished information is correct and true to the best of my / own knowledge and records available in the company.

Signature of authorized signatory

Name:

Designation:

Date:

(Company seal)

## Appendix 11

### FORMAT FOR SUBMISSION OF PRESENT ORDER BOOK POSITION

Name of company:

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

Sl. No.	Name of Client	Project type	Contract value	Scheduled date of completion of work	Name of Classification Society	Status of the Project
1						
2						

Table.6 Format for submission of present order book position

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 UDUPI CSL demands.

Signature of Authorised Head

Name & Address

(Company Seal)

**Note: -The Firm shall attach duly notarized copies of documents as a proof for the present order book position along with Appendix-10.**

## Appendix 12

### COMPLIANCE MATRIX

24/02/2026

Ref: EOI (UDUPI CSL/MAT/STEEL/2025-26/072 dtd.10.02.2026)

Clause No.	EoI paragraph reference	Offered Reference	Compliance (YES/ NO)	Remarks, if any
2	Objectives of EoI			
3	Scopes of Services			
4	Eligibility Criteria			
4.1	General Requirements			
4.2	Technical Experience			
4.3	Financial Capability			
5	Application Requirement			
6	Selection Process			
7	Terms of Engagement			
8	Governing law & jurisdiction			
9	Integrity Pact			

Authorized Signature & Seal



**Appendix 13**

**DECLARATION BY THE FIRM ON THE APPLICATION SUBMITTED**

We.....

[Firm's Name], located at.....

[Firm's Address], hereby declare our intent to apply for the Expression of Interest No. UDUPI CSL/MAT/STEEL/2025-26/072 dtd.10.02.2026 for Empanelment of Indian Entities for the “Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices” specified as per clause 3.1, for the maritime application.

We hereby confirm that we are applying for the technology domains mentioned below:

Category as per clause 3.1	Category	Confirmation (YES or NO)
A	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 5mm to 7.5mm	
B	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 8mm to 70mm	
C	Steel Plate of Marine Grade A, D, AH36, DH36, EH36 with thickness from 75mm to 100mm	

**(Strike Off whichever is not applicable)**

We affirm that the information and documents provided to support the above is accurate and complete to the best of our knowledge and belief.

Authorized Signatory:

[Your Name]

[Your Position]

[Date]

[Seal]

**NOTE: -**

**DISCLAIMER**

1. UDUPI CSL, its employees, and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the EoI document.
2. UDUPI CSL may, in its absolute discretion, but without being under any obligation to do so, modify, amend, or supplement the information in this EoI document.
3. The issuance of this EoI does not imply that UDUPI CSL is bound to select and shortlist any or all participating bidders. Even after the selection of a suitable participating bidder, UDUPI CSL is not obligated to proceed with them, and shall not be responsible or liable for any commercial or consequential liabilities in any manner whatsoever.
4. The participating bidder shall bear all costs associated with the preparation, technical discussions/presentations, and submission of the EoI. UDUPI CSL shall not be responsible or liable for these costs, regardless of the conduct or outcome of the EoI process.

Canvassing in any form by the participating bidder or by any other agency on their behalf shall result in disqualification of their response to the EoI.

## Appendix 14

### DECLARATION BY THE FIRM ON NON-DEBARRED STATUS

We, .....

[Firm's Name], located at .....  
[Firm's Address], hereby declare that we have never been banned / debarred for doing business dealings with Ministry of Defence / Govt. of India / any other Govt. organization and that there is no enquiry going on by CBI / ED/ any other Govt. against our firm.

This declaration is made for the purpose of applying for the Expression of Interest No. UDUPI CSL/MAT/STEEL/2025-26/072 dtd.10.02.2026 for Empanelment of Indian Entities for the "Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices as per clause 3.1, for maritime and allied applications.

Authorized Signatory:

[Your Name]

[Your Position]

[Date]

[Seal]

**NOTE: -**

**DISCLAIMER**

## Appendix 15

### GENERAL TERMS & CONDITIONS

General Terms and Condition		
SL NO	Description	Compliance by Supplier (YES/NO)
		In case of non-compliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. UCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. In the case of E-tender offers shall be submitted only through UCSL E- procurement portal. Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 5), should be submitted along with part-1 techno-commercial bid in the case of two-bid tenders and along with the bid documents in the case of single bid. Non receipt of the document may lead to rejection of offers. In the case of E tender filling up of GTC check list in the portal itself is sufficient.	
4	Spare/Tool requirements to be confirmed, if applicable	
	i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard	
	ii) The same shall be included in offered costs and shall be a part of L1 evaluation.	
5	Following Certificates/documents is to be submitted for the item in the event of an order:	
	Refer PTS Clause no 6 certification, inspection and testing (page no 4)	
	Refer PTS Clause no 9 supply of documents (page no 5)	
	Refer PTS Clause no 12 compliance matrix (page no 8)	
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	<del>a) COMMISSIONING &amp; SEATRIALS: — Service engineer assistance for 4 days(excluding travel days, Sundays) irrespective of number of engineers in 1 trip per shipset. Total 32 man-days (excluding travel days, Sundays) irrespective of number of engineers in 8 trips for all 8 ships to be included in scope and cost.</del>	
	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. Additional man-days/trips only applicable after completion of 32 man-days in 8 trips as indicated in 10a for all the vessels together.	
	d) Whether the applicable taxes in India shall be borne by UCSL/Supplier (In the case of foreign vendors)	
	e) Income tax liability of non-resident service engineer based on his period of stay in India shall not be borne by UCSL	
	f). The non-resident seller/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by UCSL in this regard	
	(i) Certificate under 10 (F)	
	(ii) Tax residency certificate	
	(iii) The certification regarding the existence/non-existence of business connection or permanent establishment in India.	
	(The above is only an indicative list)	
11	Taxes and duties, if any, payable extra are to be indicated in the price part for single bid and in techno commercial part and price part (in the case of 2 bid tender).	
12	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	<u>Delivery Period:</u>	
	a. Delivery time required for supplies should be indicated in the offer (including time frame for drawing preparation, class approvals, manufacture etc.) Please note, required date at UCSL are as follows:	
	b. The supplier shall submit all the drawings for approval from UCSL within 15 days from the date of PO and UCSL has forward the drawing approval within 15 days thereafter.	

	<p>Material required date at UCSL</p> <p>Staggered delivery as proposed by Udupi CSL</p> <p>The delivery date mentioned is the date at which the items to be delivered to UCSL Stores irrespective of all drawing approvals, clarifications etc. arising post PO placement. It is the responsibility of the supplier to get all the drawing approvals, clarifications etc. from UCSL and supply the items within the delivery date</p>	
14	<u>SHIPMENT</u>	
	a. Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.	
	b. A minimum 14 days free detention period is to be granted for clearance of the goods at Mangalore/Mumbai/Chennai seaport, as applicable for full containers.	
15	<u>PAYMENT TERMS:</u>	
	<u>a. For equipment's with commissioning</u>	
	<del>UCSL payment term is 80% along with 100% applicable taxes of material supplied within 30 days from the date of receipt and acceptance of items at UCSL stores after inspection and balance 20% of material and commissioning charges on satisfactory completion of commissioning certified by UCSL.</del>	
	<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.	
16	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, UCSL reserves the right to deduc the GST amount in the next payment.	
17	<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)	
18	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.	
19	<u>Liquidated Damage:</u> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to UCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to UCSL right to terminate contract for delayed delivery or other actions as per clause 16.	
20	<u>Guarantee</u> a) The Items supplied shall be guaranteed for rated performance and against damage or failure due to faulty design, defective materials and bad workmanship for a period of 18 months from the date of delivery of the ship to Owners OR 30 months from the date of delivery of items to Yard, whichever is earlier. Should such damage/failure occurred within the Guarantee period, the Supplier should immediately rectify the failure by repair/replacement of any such part found to be under performing/ defective, at his own expenses. b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.	
21	<u>Preservation &amp; Packing</u> 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.	
22	<u>Jurisdiction:</u> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India. Alternate dispute resolution mechanism can also be considered.	
23	<u>Force Majeure condition:</u>	



	Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, UCSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.	
24	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	
25	<u>PRICING</u> : a. Overseas firms should quote prices both on FOB and C&F Chennai Seaport terms. Indigenous bidders should quote prices for delivery of materials at UCSL stores. Insurance shall be to UCSL scope. In the case of E tender C&F price shall be quoted and the freight charges shall be indicated separately under header conditions as per the provision in the CSL e-tender portal.	
	b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous/ 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.	
	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.	

26	<p><u>Integrity Pact:</u> As per Government of India (Central Vigilance Department), UCSL and the SUPPLIER have to sign an Integrity Pact for the high value contracts, for ensuring transparency, equity and competitiveness in public procurement. The Tenderer has to sign Pre-Contract Integrity Pact as per format enclosed and to submit along with your offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs. (present limit)</p>	
27	<p><u>Grievance Redressal Committee:</u> As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.</p> <p>a) Ms. Anjana KR, GM (Design)</p> <p>b) Ms. Bindhu Krishna - AGM (Legal)</p> <p>c) Mr. Shibu John, General Manager (Finance)</p>	
28	<p>SUB CONTRACTING AND ASSIGNMENT</p> <p>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>	
29	<p><u>General:</u> a. Prior to price bid opening, UCSL is at liberty to take the credit rating of bidders at our cost on case to case basis, and to include the same during the evaluation of the tender.</p> <p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as "List of Deviations", failing which it will be presumed that all the terms and conditions are acceptable.</p> <p>c. The 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 UCSL. However techno-commercially qualified supplier can view the price details in CSL E-procurement portal after opening the price-bid</p>	
30	<p><u>P.O:-</u> a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by UCSL on the basis of agreed terms and conditions of tender.</p> <p>b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 5 days. In case UCSL doesn't receive the above, it will be deemed as accepted.</p> <p>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.</p>	

31	<u>SUPPLY</u> : - a) UCSL reserve the right to inspect the goods after receipt at UCSL store / prior to dispatch (by UCSL or UCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at UCSL store. The customs clearance charges of above shall be to supplier account.	
	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.	
	c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to UCSL. In case the defective materials are not taken back within the said period, UCSL reserves the right to dispose the same without further intimation.	
	d) The supplier shall compensate UCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the UCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the UCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
32	UCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.	
33	UCSL shall, at its own discretion and costs opt for obtaining credit information report on supplier's financial credentials through credit rating firms. The same shall also be considered as criteria for commercial evaluation. In the event supplier's credit rating is not at least satisfactory, offer will be summarily rejected.	
34	Public procurement policy as per order No. D.O. No. P-45021/2/2017-PP (BE-II) (E-1588) by Department for promotion of Industry and Internal Trade Ministry of Commerce & Industry is applicable for this tender	
35	UCSL reserves the right to commercially reject the offer if compliance is not issued to terms at Sl. No.14, 15, 16, 17 & 18 without any further clarification / notice / communication in this regard from M/s. Udupi Cochin Shipyard Ltd., even though the offer is technically acceptable.	
36	UCSL has an option of receiving more similar projects and upon exercise of this option by owner yard will confirm the same quantity of item to supplier. Therefore the price offer shall consist the prices for current projects as well as the discounted prices applicable for these optional projects with validity to confirm the order till December 2024. However the L1 determination shall be purely based on current confirmed quantity.	
37	Restriction of bidders sharing land border with India vide Office memorandum dt 23.7.2020 Order - Public Procurement no 1 dt 23.7.2020, Order no 2 dt 23.7.2020 and Order no 3 dt 24.7.2020	
A	Requirement of registration	

1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turnkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.	
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub contracting	
3	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable)	
B	Validity of registration	
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.	
C	Competent authority and Procedure for registration	
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.	
D	Definition of Bidder and Bidder from a country sharing land border with India	
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.	
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:-	
	a) An entity incorporated, established or registered in such a country; or	
	b) A subsidiary of an entity incorporated, established or registered in such a country; or	
	c) An entity substantially controlled through entities incorporated, established or registered in such a country; or	
	d) An entity whose beneficial owner is situated in such a country; or	

	e) An Indian (or other) agent of such an entity; or	
	f) A natural person who is a citizen of such a country; or	
	g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.	
3	Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation	
4	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.	
38	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.	
39	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%	
40	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.	

## **Appendix 16**

### **EMPANELMENT AGREEMENT FOR THE SUPPLY OF STEEL PLATES FOR SHIP BUILDING APPLICATION ON STAGGERED DELIVERY BASIS WITH PRICE VARIATION LINKED TO PUBLISHED STEEL INDICES FOR MARITIME APPLICATION**

This Agreement is entered on this \_\_\_\_\_, 2026 at Udupi by and between;

Udupi Cochin Shipyard Limited, a Government of India Enterprise incorporated as a Company under the Companies Act, 1956 and having its registered office at Malpe Harbour Complex, Malpe, Udupi, Karnataka - 576108, India represented by \_\_\_\_\_ (Name & Designation) (hereinafter referred to as “UDUPI CSL”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the FIRST PART

AND

\_\_\_\_\_, a Company incorporated under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_ represented by \_\_\_\_\_ (Name & Designation)

(hereinafter referred to as “Vendor”, which expression shall unless otherwise repugnant to the context shall mean and include all its successors and permitted assigns) on the SECOND PART

For the purpose of this Agreement, both CSL and Vendor are collectively called “Parties” and individually called “Party”.

Whereas –

- a. Udupi Cochin Shipyard Limited (UDUPI CSL), a premier Government of India enterprise invited an Expressions of Interest (EoI) from dynamic and qualified Indian Companies for the Supply of Steel Plates for Ship Building Application on Staggered Delivery Basis with Price Variation linked to Published Steel Indices for maritime application (the "Project") vide EoI No: UDUPI CSL/MAT/STEEL/2025-26/072 dtd.10.02.2026.
- b. The Vendor has expressed its interest and possesses the necessary expertise, technical capabilities, and experience in the relevant fields, and UDUPI CSL has agreed to empanel the Vendor for such purposes under the terms and conditions of this Agreement;
- c. The Parties to this Agreement understood that, the empanelment does not guarantee any specific supply orders, nor does it imply an exclusive commitment by UDUPI CSL to the Vendor, as UDUPI CSL may, at its discretion, engage other vendors or suppliers for similar services or equipment on a non-exclusive basis;
- d. The Parties intend to define their respective roles, responsibilities, and terms under which the Vendor may be considered for potential future supply orders related to the Project, without any obligation to place such orders;



**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Definitions: In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

1.1. “Agreement” means this Empanelment Agreement, including any annexes, addendums, and amendments hereto.

1.2. “Client” refers to UDUPI CSL (including its subsidiaries), the party executing this Agreement for the purpose of empaneling certain companies for future projects.

1.3. “Empaneled Party” refers to the company, [Company Name of Empaneled Party], that has been selected and included in the list of approved companies eligible to participate in the future projects of the Client.

1.4. “Empanelment” refers to the process of listing the Empaneled Party on the Client's approved list of vendors, suppliers, or service providers eligible to participate in specific future projects, subject to the terms and conditions of this Agreement.

1.5. “Expression of Interest (EoI)” means the document issued by the Client inviting potential companies to express their interest in being empaneled for future projects.

1.6. “Non-Exclusive Basis” refers to the nature of this Agreement, wherein the Empaneled Party is included in the Client's list of approved companies but is not guaranteed any specific work or project. The Client retains the right to empanel other parties and award contracts to them at its discretion.

1.7. “Scope of Work” refers to the specific services, deliverables, or tasks that the Empaneled Party may be asked to perform under a subsequent project agreement with the Client.

1.8. “Future Projects” refers to any projects or contracts initiated by the Client in the future, for which the Empaneled Party may be invited to submit proposals and/or participate, as and when applicable.

1.9. “Project Agreement” refers to the separate, individual contract that may be executed between the Client and the Empaneled Party for each specific project or assignment.

1.10. “Confidential Information” refers to any and all data, documents, materials, or knowledge shared by either party in connection with this Agreement that is designated as confidential or that, due to its nature, should reasonably be understood to be confidential, including but not limited to trade secrets, business plans, client lists, technical specifications, and financial information as detailed in Clause 8.

1.11. “Force Majeure” refers to any event or circumstance beyond the reasonable control of either party, including but not limited to acts of God, fire, flood, war, strikes, governmental actions, or any other event or situation beyond the control of the parties that prevent the performance of this Agreement.

1.12. “Work for Hire” refers to any work, including but not limited to documents, designs, inventions, software, reports, and other deliverables, that are created by the Empaneled Party or its employees, subcontractors, or agents under this Agreement or any related Project Agreement. The work shall be considered "work for hire" if it is created by the Empaneled Party in the course of performing services for the Client and shall be the exclusive property of the Client, unless otherwise expressly agreed in writing by both parties. If the work is not deemed a "work for hire" under applicable law, the Empaneled Party agrees to assign all rights, title, and interest in the work to the Client.

2. Scope of Work

2.1. UDUPI CSL hereby empanels the Vendor for potential future engagement in the design, development, manufacture, supply, integration, and commissioning of Electrical Package Equipment (Category A, B and C) for maritime applications, as applicable. This empanelment is non-exclusive and non-committal, and does not guarantee any specific orders or obligations for UDUPI CSL to engage the Vendor.

2.2. The Vendor shall engage with UDUPI CSL in regular discussions to understand UDUPI CSL's requirements and provide technical input on the design, development, and feasibility of the Electrical Package Equipment. These discussions may include design concepts, manufacturing capabilities, and integration requirements.

2.3. If any discussions lead to the finalization of a project, such work shall be conducted on a work for hire basis. In such cases, a separate development agreement shall be executed for the creation of prototypes, manufacturing, and any further work.

2.4. This Agreement does not obligate UDUPI CSL to place any supply orders with the Vendor. Any future work shall be subject to a separate agreement and purchase order issued by UDUPI CSL.

### 3. Empanelment:

3.1. The Client agrees to empanel the Empaneled Party for the purpose of participating in future projects initiated by the Client, subject to the terms and conditions of this Agreement. The empanelment shall be on a non-exclusive basis, allowing the Client to engage other parties for similar or different projects.

3.2. The Empaneled Party shall be eligible to submit proposals or bids for any projects initiated by the Client during the term of this Agreement. The selection of the Empaneled Party for any specific project will be based on its qualifications, experience, capability to meet project requirements, and the terms outlined in any respective project agreements.

3.3. The Empaneled Party acknowledges that its inclusion in the Client's empanelment list does not guarantee the award of any work or project. The Client retains full discretion to select or reject any proposal or bid submitted by the Empaneled Party, without being obligated to assign any specific project to the Empaneled Party.

3.4. The Empaneled Party shall remain eligible for empanelment for the entire duration of this Agreement, unless otherwise terminated or suspended by the Client in accordance with the provisions outlined in this Agreement.

### 4. Duration

4.1. This Agreement shall commence on the date of execution and shall remain in effect for a period of three (3) years, unless terminated earlier in accordance with the provisions set forth herein.

4.2. Upon the expiration of the initial three-year term, this Agreement may be extended for such further period(s) as may be mutually agreed upon in writing by both parties.

4.3. Either party may terminate this Agreement before the expiration of the three-year term as provided in the Termination clause of this Agreement.

### 5. Obligations of the Empaneled Party

5.1. Availability: The Empaneled Party agrees to be available during the tenure of this Agreement to participate in future projects initiated by the Client, subject to the Empaneled Party's qualifications, capacity, and the specific requirements of each project.

5.2. Compliance with Standards: The Empaneled Party shall perform all services in accordance with applicable laws, regulations, industry standards, and best practices. The Empaneled Party agrees to maintain all necessary licenses, certifications, and qualifications required to perform its obligations under this Agreement and any project agreements.

5.3. Confidentiality: The Empaneled Party shall maintain the confidentiality of all proprietary, confidential, or sensitive information disclosed by the Client during the course of this Agreement, including but not limited to business plans, technical data, and project specifications. This confidentiality obligation shall survive the termination of this Agreement.

5.4. Performance of Services: The Empaneled Party agrees to diligently and professionally perform the services as required by any separate project agreements, ensuring that all deliverables meet the Client's requirements, timelines, and quality standards.

5.5. Reporting and Communication: The Empaneled Party shall provide regular updates to the Client as requested and shall promptly communicate any potential issues or delays that may affect its ability to perform its obligations under this Agreement or any project agreement.

5.6. Non-Solicitation: During the term of this Agreement and for a period of 36 months after its termination, the Empaneled Party shall not solicit or attempt to hire the Client's employees or contractors directly involved in the relevant projects without the prior written consent of the Client.

5.7. Insurance and Liability: The Empaneled Party shall maintain adequate insurance coverage to cover any risks, damages, or liabilities arising from the performance of its services, and shall provide the Client with evidence of such insurance upon request.

5.8. Subcontracting: The Empaneled Party shall not subcontract any portion of its obligations under this Agreement without the prior written consent of the Client. Empaneled shall be liable to ensure due performance of obligations by its subcontractors and shall not absolve the Empaneled Party from its obligations under the Agreement. Any subcontractors used by the Empaneled Party shall be bound by the same confidentiality obligations as set forth in this Agreement.

## 6. Obligations of the Client

6.1. Provision of Information: The Client agrees to provide the Empaneled Party with information regarding future projects, including relevant project details, timelines, and specific requirements necessary for the Empaneled Party to assess its eligibility and submit proposals.

6.2. Fair Evaluation: The Client shall evaluate all proposals or bids submitted by the Empaneled Party based on the specific criteria outlined for each project, including the Empaneled Party's qualifications, experience, and ability to meet the project requirements. The Client is not obligated to select the Empaneled Party for any project and retains full discretion over the selection process.

6.3. Project Opportunities: The Client agrees to inform the Empaneled Party of available opportunities for participation in future projects, subject to the availability of relevant projects and the Empaneled Party's qualifications for specific tasks.

6.4. **Timely Communication:** The Client shall promptly communicate any decisions, requests for additional information, or feedback related to the Empaneled Party's proposals or participation in projects, ensuring effective and efficient collaboration throughout the term of this Agreement.

6.5. **Confidentiality:** The Client shall respect and maintain the confidentiality of any sensitive information, intellectual property, or trade secrets shared by the Empaneled Party during the term of this Agreement and ensure that such information is used solely for the purpose of fulfilling the terms of this Agreement.

6.6. **Non-Exclusive Relationship:** The Client acknowledges and agrees that the Empaneled Party's inclusion in the empanelment list does not guarantee any specific work, and the Client may enter into agreements with other companies for similar or different projects, without obligation to award any work to the Empaneled Party.

6.7. **No Obligation for Work Assignment:** The Empaneled Party acknowledges that inclusion in the Client's empanelment list does not guarantee the award of any specific project or work. The Client retains the right, at its sole discretion, to select any company, including those outside the empaneled list, to participate in any given project.

6.8. **No Exclusivity for the Empaneled Party:** The Empaneled Party is free to engage with other clients and participate in other projects or opportunities, provided that such engagements do not conflict with the terms of this Agreement or affect the Empaneled Party's ability to meet its obligations hereunder.

## 7. Confidentiality

7.1. For the purposes of this Agreement, "Confidential Information" shall include any data, materials, technology, trade secrets, know-how, and other proprietary information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether in written, oral, electronic, or any other form.

7.2. The Receiving Party agrees to:

7.2.1. Maintain the confidentiality of the Confidential Information and exercise at least the same degree of care in protecting it as it uses to protect its own confidential information, but in no event less than a reasonable standard of care.

7.2.2. Use the Confidential Information solely for the purposes outlined in this Agreement and not for any other purpose without the prior written consent of the Disclosing Party.

7.2.3. Limit access to the Confidential Information to those of its employees, agents, or representatives who have a need to know such information for the purposes of this Agreement and who are bound by confidentiality obligations no less restrictive than those contained herein.

7.2.4. Not disclose any Confidential Information to any third party without the prior written consent of the Disclosing Party, except as required by law or regulation, provided that the Receiving Party gives the Disclosing Party prompt notice of such requirement to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy.

7.3. Confidential Information does not include information that:

7.3.1. Is or becomes publicly available without breach of this Agreement by the Receiving Party.

7.3.2. Was already known to the Receiving Party at the time of disclosure.

7.3.3. Is received from a third party without breach of any obligation of confidentiality.

7.3.4. Is independently developed by the Receiving Party without reference to or reliance upon the Confidential Information.

7.4. The obligations of confidentiality set forth in this clause shall survive the termination of this Agreement and remain in effect for a period of ten (10) years from the date of such termination, except for any Confidential Information that is subject to a longer protection period under applicable law or as per specific project requirements.

7.5. Upon termination of this Agreement or at the request of the Disclosing Party, the Receiving Party shall promptly return or destroy all copies of the Confidential Information in its possession or control and certify in writing that it has done so.

7.6. Nothing in this clause shall be construed as granting any rights to the Receiving Party in or to the Disclosing Party's Confidential Information, except as expressly set forth in this Agreement.

## 8. Indemnification:

8.1. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other Party ("Indemnified Party"), its affiliates, officers, directors, employees, and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorney fees and costs) arising out of or in connection with any breach of this Agreement by the Indemnifying Party, its affiliates, or agents; or any negligence, misconduct, or unlawful act committed by the Indemnifying Party in connection with the performance of its obligations under this Agreement.

8.2. The Indemnified Party shall provide prompt written notice of any claim, demand, or lawsuit for which it seeks indemnification, and the Indemnifying Party shall have the right to assume control of the defense, settlement, or compromise thereof. The Indemnified Party agrees to cooperate fully with the Indemnifying Party in the defense of any such claim. However, the Indemnifying Party shall not settle any claim in a manner that imposes any liability, restriction, or obligation on the Indemnified Party without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld.

8.3. This indemnity obligation shall survive the termination or expiration of this Agreement.

## 9. Termination

9.1. Either Party may terminate this Agreement by providing the other Party with written notice specifying the date of termination, which shall be no less than ninety (90) days from the date the notice is given.

9.2. This Agreement may be terminated by either Party with immediate effect, without liability for any compensation for consequential loss or damage, in the following cases:

9.2.1. If the other Party violates any applicable anti-bribery or anti-corruption laws or is blacklisted by the Identified Customer.

9.2.2. If the other Party undergoes liquidation, insolvency, or any comparable situation indicating financial incapacity.

9.3. In the event of a material breach of this Agreement by a Party, and if the breaching Party fails to cure such breach within thirty (30) days of receiving written notice from the non-breaching Party, the non-

breaching Party reserves the right to terminate this Agreement with immediate effect, without liability for any compensation for consequential loss or damage to the breaching Party.

9.4. Upon termination of this Agreement, all rights and obligations of the Parties shall cease, except as otherwise provided herein. All Intellectual Property developed, if any under this Agreement shall be transferred exclusively to CSL, including all rights, title, and interests, with VENDOR fully relinquishing any joint ownership, claims, or rights to use, license, or otherwise exploit the Intellectual Property, as the Equipment has been developed solely based on proprietary information provided by CSL in connection with the shipbuilding and maritime industry. Additionally, VENDOR shall forfeit its right of first refusal concerning the Equipment associated with the Intellectual Property.

9.5. Upon termination of this Agreement, any non-essential or redundant copies of proprietary data, confidential information, and project-related materials that are not retained for compliance purposes shall be securely destroyed or returned to the original disclosing Party within thirty

(30) days of termination, ensuring that proprietary information and data security are maintained.

9.6. Termination of this Agreement shall not affect any accrued rights, obligations, or liabilities of either Party, nor any provisions of this Agreement that are intended to survive termination, including but not limited to provisions on confidentiality, Intellectual Property, data retention, and indemnification.

## 10. Dispute Resolution Mechanism

10.1. In case of any dispute or differences arising out of this Agreement, then the same shall be settled amicably between the Parties by way of mutual discussions or negotiation. If such dispute or differences could not be resolved within 60 days from the date of commencement of such discussions or negotiation, then the same shall be referred to the courts of appropriate jurisdiction.

10.2. Subject to Clause 10.1, any dispute or differences arising out of this Agreement shall fall under the exclusive jurisdiction of courts at Ernakulam.

11. Governing Law: This Agreement shall be governed and construed under the Indian Law.

## 12. Force Majeure:

12.1. Neither Party shall be liable for any failure to perform its obligations under this Agreement if such failure is due to an event of force majeure. For the purposes of this Agreement, a force majeure event shall include, but is not limited to, acts of God, war, terrorism, riots, embargoes, governmental regulations, natural disasters, epidemics, pandemics, strikes, or any other unforeseen circumstances beyond the reasonable control of the affected Party.

12.2. In the event of a force majeure occurrence, the affected Party shall promptly notify the other Party in writing within 7 days from the date of such event, of the nature of the event and its anticipated duration. The affected Party shall also notify the other Party within ten

(10) Banking Days of the relevant event ceasing. Failure by the affected Party to give such notices as aforesaid shall prevent the affected Party from subsequently claiming that a Force Majeure Delay has occurred.

12.3. The Parties shall make reasonable efforts to mitigate the effects of the force majeure event and resume performance of their obligations under this Agreement as soon as practicable. During the period of force majeure, the affected Party's obligations shall be suspended to the extent and for the duration of the event, and the time for performance shall be extended accordingly. If the force majeure delay continues for more than 90

days, the unaffected Party can terminate the Agreement by giving 30 days' notice to the affected Party. Upon termination of the agreement as above, the affected Party shall only be entitled for supplies made and accepted by the unaffected Party up to the date of such termination.

13. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether written or oral, related to the subject matter of this Agreement, including any previous MoU or agreements as applicable.

14. Assignment: Neither Party shall assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other Party. Any purported assignment in violation of this clause shall be null and void. Notwithstanding the foregoing, Empaneled Party shall assign this Agreement to CSL in case of its merger, acquisition, or sale of all or substantially all of its assets.

15. Cooperation: The Parties agree to cooperate fully and in good faith to facilitate the successful implementation of this Agreement. Each Party shall, upon reasonable request by the other, deliver or cause to be delivered any instruments, documents, or actions reasonably necessary or desirable to give full effect to the terms and intent of this Agreement. The Parties shall take all additional actions as may be required to fulfil their respective obligations and achieve the purposes outlined herein, including executing and delivering documents at mutually agreed times and locations.

16. Amendment: Any amendments or modifications to this Agreement shall be made in writing and signed by authorized representatives of both Parties. No verbal agreement or informal understanding shall be deemed to amend or modify this Agreement unless expressly documented in accordance with this provision.

17. Severability: If any provision of this Agreement is found to be invalid, illegal, or unenforceable by any court or other authority of competent jurisdiction, such provision shall be deemed modified to the extent necessary to render it valid, legal, and enforceable. If no such modification is possible, that provision shall be severed from the Agreement, and the remaining provisions shall continue in full force and effect, unaffected by the invalid, illegal, or unenforceable provision. The Parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that, as closely as possible, achieves the intended economic and legal effect of the original provision.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement as of the date first written above.

For Udupi Cochin Shipyard Limited

Authorized Signatory

For Vendor

Authorised Signatory

Witnesses:

1.

2.