

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 03.05.2025

## TENDER ENQUIRY

Dear Sirs,

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

Submission by Email: Offers (both Part- I Techno-commercial' and 'Part- II Price) in two separate password protected PDF file format, can also be made by E-mail ([sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [purchase1@udupicsl.com](mailto:purchase1@udupicsl.com) / [ganesh.a@udupicsl.com](mailto:ganesh.a@udupicsl.com)) on or before, the last date & time of receipt of tender as shown below, if delivery of sealed offers cannot be ensured at UCSL on the due date. The offer PDF files (Part- I Techno-commercial' and 'Part- II Price) to be named clearly (UCSL/MAT/NPROJ/2024-25/377)

UCSL Tender Enquiry No:	UCSL/MAT/NPROJ/2024-25/377	Date	03/05/2025
Description of Work	SUPPLY OF CO2 GAS IN RETURNABLE CYLINDERS ON STAGGERED DELIVERY BASIS FOR 1 YEAR		
Quantity	114000 KG		
The delivery location	Udupi Cochin Shipyard Malpe (Near to Udupi) and Udupi Cochin Shipyard Hangarkatte (Near to Brahmavar)		
Contract Period	12 Months		
No. of Covers/ Type of Bid	2 Covers/2 Bid		
Last Dt. & Time for Receipt of Tender	19-05-2025 15.30hrs		

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

UDUPI COCHIN SHIPYARD LIMITED  
Mini Enclosures Shipping & Waterways  
Government of India

पंजीकृत कार्यालय:  
एस. नं. 377, पझमथूर गाँव  
पुकथुरई पोस्ट, मदुरान्तकम तालुका  
कांचीपुरम - 603 116, तमिल नाडु, भारत ।

कॉर्पोरेट कार्यालय:  
माल्पे हार्बर कॉम्प्लेक्स, माल्पे  
उदुपी - 576 108, कर्नाटक, भारत ।

CIN: U27209TN1984GOI010994

Registered Office:  
S.No.377, Pazhamathur Village  
Pukathurai Post, Madurantakam Taluk  
Kancheepuram - 603 116, Tamil Nadu, India

Corporate Office:  
Malpe Harbour Complex, Malpe  
Udupi - 576 108, Karnataka, India

GSTIN: 29AAACT1281B1Z0

Phone:  
+91 820 253860  
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+91 820 253860

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

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

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

For Udupi Cochin Shipyard Ltd,



Authorized Signatory

**Sony Clement T M**  
AGM - Materials  
UCSL

## GENERAL TERMS AND CONDITIONS

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

	<p>for Indian suppliers and Income Tax Act, 1961 and DTAA agreements in the case of foreign vendors).</p> <p>(e) Income tax liability of non resident service engineer based on his period of stay in India will not be borne by UCSL</p> <p>(f) In all cases, the non resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by UCSL in this regard</p> <p>(i) Certificate under 10 (F)</p> <p>(ii) Tax residency certificate</p> <p>(iii) The certification regarding the existence/nonexistence of business connection or permanent establishment in India.</p> <p>(The above is only an indicative list)</p> <p>Note – Filing of Form 10F is to be done on line which is mandatorily required to be complied with for availing DTAA benefit</p>	
4	<p><b>Payment Terms:-</b></p> <p>a) UCSL preferred payment term is 100% payments within 45 days of receipt of items at UCSL, subject to quality clearance.</p>	
	<p>b) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 15% order value only. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (i.e. till completion of supplies or for a period as specifically agreed + 90 days). Interest at the base rate of SBI (applicable on the date of price bid opening) + 1% for the amount of advance will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid.</p>	NA
5	<p>MSEs, Startups and Make in India Local Suppliers (Make In India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at UCSL website (www.cochinshipyard.com) under the Tenders tab for further reference</p>	
6	<p><b>Delivery:-</b></p> <p>Delivery time required for supplies should be indicated in the offer. Please note, required <b>delivery</b> date is 2-3 days from the date of intimation by UCSL purchasing officer. Staggered delivery As and when required by the UCSL, Minimum supply is 15 Cylinders</p>	
7	<p><b>Shipment:-</b></p> <p>(a) Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment/ Dispatch.</p> <p>(b) A minimum 14 days free detention period is to be granted for clearance of the goods at Cochin seaport, as applicable for full containers</p>	NA
8	<p>If the supplier fails to supply the items ordered in good quality as per contract specification and fails to deliver within the delivery date or violate any of the terms and conditions of the purchase order, UCSL shall have the following rights.</p> <p>(a) To cancel the order partially or full with 15 days notice and to forfeit the security deposit, if any.</p> <p>(b) To impose tender holiday for the vendor for an appropriate period as decided by UCSL</p> <p>(c) Risk Purchase</p> <p>To initiate alternate procurement action at the risk and cost of the supplier. <b>This Risk</b></p>	

	<b>Purchase clause is applicable only in the case of total order/ contract value (excluding taxes and duties) is Rs.20 lakhs and above (or equivalent foreign currency).</b> Cases of value less than 20 lakhs will be addressed by serving appropriate caution/ warning notice to the firm	
9	<b>Pricing:</b> (a) <del>Price break up of each item/equipment. (Price shall be quoted separately for Equipment, Spares and Inspection charges etc.)</del>	NA
	<del>(b) Overseas firms should quote prices both on FOB and C&amp;F Cochin Seaport terms. Indigenous bidders should quote prices for delivery of materials at UCSL stores. Insurance shall be to UCSL scope. Bidders may also quote on High Sea Sales basis, and necessary clearance of items will be done by UCSL after execution of HSS agreement.</del>	NA
	<del>(c) Exchange rate variation will not be applicable OR Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period.</del>	NA
	<del>(d) Indian Firms shall quote in INR only.</del>	
	<del>(e) Comparison of prices will be in INR only. All foreign currencies will be converted to INR for comparison and Exchange rate as on date of price bid opening shall be considered for arriving lowest bid.</del>	NA
	<del>(f) Inspection charges, if any required, shall also be separately included in the quote.</del>	
	<del>(g) <b>Validity.</b> Prices should be valid for acceptance for a period of 90 Days from the date of tender opening.</del>	
	<del>(h) No enhancement of rate for whatsoever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period, will entail cancellation of the order and forfeiture of Earnest Money Deposit/Security deposit, if any and/or risk purchase, without prejudice to other penal actions, including tender holiday after serving show cause notices, as deemed fit.</del>	
	<del>(i) Conditional discounts, if any, will not be reckoned for tender evaluation/ comparison purpose. However, if the bidder becomes L1 at original offer, conditional discount shall also be considered.</del>	
	<del>(j) Unpriced bid (price bid without price) duly signed is to be submitted along with techno-commercial offer in the price format, if provided. In the event, price bid is different from the unpriced format already submitted, yard reserves the right to reject the offer at our discretion without any further discussions. Details of optional items, if any, should be indicated under separate heading in the Techno commercial bid and the respective price details should also be given in the price bid. Combining of figures against more than one item and ambiguous clauses will lead to rejection of the bid.</del>	
	<del>(k) If, in the price structure quoted for the required material/ item, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected. If there is a discrepancy between words and figures, amount in words of respective figures shall prevail. If the bidder does not agree to the observation of the UCSL, the tender is liable to be rejected and the same shall be intimated.</del>	
	<del>(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</del>	

	in cases where basis of L1 arrival is declared specifically in enquiry).	
	<del>(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.</del>	
	<del>(n) L1 shall be determined based on the overall cost of items tendered /L1 of individual items etc, as per tender conditions.</del>	
	(o) No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of Earnest Money Deposit/ Security deposit, if any and/ or risk purchase without prejudice to other penal actions including tender holiday after serving show cause notice , as deemed fit.	
10.	<p><b><u>Taxes and Duties:</u></b></p> <p>(a) Taxes and duties, if any, payable extra are to be indicated <del>in the price part for single bid and</del> in techno commercial part and price part (in the case of 2 bid tender).</p> <p>(b) The bidder, unless specified otherwise in the offer, shall bear all tax liabilities (including interest and penalty), duties, Govt. Levies etc. including GST, Excise Duty, Customs Duty, Corporate and personnel taxes levied or imposed on the Bidder on account or payments received by it from UCSL for the work done under this contract. It shall be the responsibility of the Bidder to submit to the concerned Indian authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p>	
11.	<p><b><u>Goods &amp; Service Tax</u></b></p> <p>(a) Please note the UCSL GST registered number as 29AAACT1281B1ZO. GST registration is prerequisite for entering into the business with UCSL. Your firms GST registration shall be indicated. Offers received from GST unregistered suppliers / service providers are liable for rejection.</p> <p>(b) Indicate the applicable rate of GST for services in line with GOI published rate scheduled for services along with SAC.</p> <p>(c) Tax inclusive invoices from the registered service providers are not acceptable. Any corrections / rectifications in the invoice shall be made good through Debit note / Credit note.</p> <p>(d) Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.</p>	
10	<p><b><u>Input Tax Credit:</u></b></p> <p>(a) Bidders shall ensure timely delivery of services and submit the tax invoices to UCSL as per the GST law. In case, GST input tax credit is delayed / denied to UCSL due to non / delayed receipt of services and / or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or owing to the bidder not paying the taxes to the Government within prescribed time as per the law or any other reasons not attributable to UCSL and solely attributable to the bidder, the GST amount charged to UCSL, shall be recoverable from the bidder along with interest levied / liveable and any other penalties on UCSL and the vendor shall indemnify against all costs to UCSL, and consequences therefrom.</p> <p>(b) In case bidder delays declaring particulars in respect of any invoice in the GST</p>	

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

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



16.	<p>(a) No contract of any kind whatsoever shall be placed to debarred firm including allied firms after the issue of a debarment order by the Ministry/Department.</p> <p>(b) Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender nor debarred on the date on contract.</p> <p>(c) In case, any debarred firm has submitted the bid, the same shall be ignored.</p> <p>(d) The debarment shall be automatically extended to all its allied firms.</p> <p>(e) In case of JV/consortium is debarred all partners will also stand debarred for the period specified in the debarment order.</p>	
17.	<p><b><u>Liquidated Damages:</u></b> In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to UCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). However LD applicability is without prejudice to UCSL right to terminate contract for delayed delivery or other actions as per clause 27.</p>	
18.	<p><b><u>Guarantee</u></b> <del>The Items supplied should be guaranteed for <b>minimum shelf life of 36 months</b> from the date of supply. Such should damage/failure occurred in the guarantee period, the supplier should immediately rectify the failure by replacement of such items found to be defective, at his own expenses</del></p>	NA
19.	<p><b><u>Jurisdiction</u></b> All questions, disputes or difference arising under, out of, or in connection with contracts shall be subject to the exclusive jurisdiction of the Courts at Bangalore, India. Alternate dispute resolution mechanism can also be considered.</p>	
20.	<p><b><u>Arbitration</u></b> (a) Any disputes arising during the period of the contract shall, in the first instance be settled by mutual discussions and negotiations. The results of such resolution of dispute shall be incorporated as an amendment to the contract, failing which supplier shall approach the UCSL Grievance Redressal Cell as per relevant clause of the Contract. (b) If any dispute, disagreement or question arising out of or relating to or in consequence of the contract, or to its fulfillment, or the validity of enforcement thereof, cannot be settled mutually or the settlement of which is not herein specifically provided for, then the dispute shall within thirty days from the date either party informs the other in writing that such disputes, disagreement exists, be referred to arbitration. The arbitrators shall be appointed and the arbitration proceedings shall be conducted in accordance with and subject to the Arbitration and Conciliation Act, 1996 (No. 26 of 1996) as amended from time to time and the decision of the Arbitrators shall be final and binding on the parties hereto. The arbitration will be done by a Board comprising one arbitrators nominated by each party, and a mutually agreed Umpire. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration shall be shared equally by the parties unless the award provides otherwise. Performance under this Contract shall however, continue during arbitration proceedings and no payment due or payable by the parties hereto shall be withheld unless any such payment is or forms a part of the subject matter of arbitration proceedings.</p>	

	<p>(c) Seat &amp; Venue of Arbitration: The seat &amp; venue of arbitration shall be at Cochin.</p> <p>(d) Language of Arbitration: The Language of arbitration shall be English. Governing Law: The contract shall be governed by Indian Law.</p> <p>(e) In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka</p>	
21.	<p><b><u>Force Majeure condition:</u></b> Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, UCSL/ Supplier may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.</p>	
22.	<p><b><u>Indian Agent:</u></b> <del>(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.</del> <del>(b) If manufacturers effect the supply through Agents only, authorization in writing from manufacturers in favour of the Agent for supply to UCSL shall be furnished.</del> <del>(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.</del> <del>(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.</del></p>	NA
23.	<p><b><u>Sub Contracting And Assignment:</u></b> Supplier shall not contract with any subcontractor and/or vendor without the prior written consent of UCSL. Such consent shall not relieve the Supplier from any of his responsibilities and liabilities under the Purchase Order. In addition, Supplier shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order.</p>	NA
24.	<p><b><u>Supply</u></b> <del>(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.</del> <del>(b) In case UCSL deposes its personnel / Third Party Inspectors to inspect items in the supplier premises prior despatch, in such cases supplier shall provide all necessary facilities for inspection, testing and performance checks at his works on case to case to basis. The accepted items samples shall be identified with stamps/ permanent marks and reference of the same shall be given in the inspection report. Location of stamping shall be mentioned in the inspection report.</del> <del>(c) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.</del></p>	

	<p>(d) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. The tenderer, shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to UCSL. In case the defective materials are not taken back within the said period, UCSL reserves the right to dispose the same without further intimation.</p> <p>(e) The supplier shall compensate UCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the UCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the UCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.</p> <p>(f) UCSL reserves the right to alter, modify the scope of supply at its discretion and in consistent with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.</p> <p>(g) The quantities in each item to be purchased may vary according to actual requirement at the time of placing orders as per extant regulations.</p>	
25.	<p><b>Fall Clause</b>  <del>The firm/ bidder winning the contract shall sign an agreement with Udupi Cochin Shipyard Ltd for "Fall clause". Accordingly, during the contract period, the firm / bidder cannot offer the item/s to anyone else at rates lower than the rates quoted, or the same lowest rate shall be applicable to the contract with UCSL.</del></p>	
26.	<p>Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case UCSL doesn't receive the above, it will be deemed as accepted.</p>	
27.	<p><b>Termination Clause</b></p> <p>(a) This purchase order may be terminated upon the occurrence of any of the following events</p> <ol style="list-style-type: none"> <li>(i) By agreement in writing of the parties hereto;</li> <li>(ii) By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;</li> <li>(iii) By the other party, upon either parties; <ul style="list-style-type: none"> <li>• Making the assignment for the benefit of creditors, being adjudged bankrupt or becoming insolvent; or</li> <li>• Having a reasonable petition filed seeking its "dissolution or liquidation, not stayed or dismissed within sixty (60) days; or</li> <li>• Ceasing to do business for any reason.</li> </ul> </li> <li>(iv) In cases where maximum limit of LD is reached and still the items are not delivered.</li> <li>(v) For fraud and corruption or other unacceptable practices.</li> </ol> <p>(b) Upon expiry or termination of this Contract, neither party shall be discharged from any antecedent obligations or liabilities to the other party under this Contract unless otherwise agreed in writing.</p> <p>(c) UCSL may by notice in writing to supplier terminate the order after issuing due</p>	

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

	<p>under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in UCSL like safe usage of tools &amp; tackles, electrical safety guidelines, gas management system etc. Scrap management system &amp; disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.</p> <p>(c) Service provider will have to abide by the various laws &amp; regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc. as applicable. In case employees are already covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI &amp; EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside UCSL. This is also required for releasing the payment since UCSL site is permanently covered under above noted regulations. The certificate of compliance from Contractor as per attached format shall also be filled and submitted along with submission of bills for payment. Bills without duly certified “certificate of compliance from Contractor” shall not be passed for payment. (Form for Compliance of Provisions of various labour Enactments attached as Enclosure - 4).</p> <p>(d) For determining EPF/ESI liability, the necessary format to be duly filled and submitted to our welfare department before commencement of work &amp; before 5th of every month. In case supplier / service provider employees are already covered under EPF/ ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI &amp; EPF (e) The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by UCSL is intellectual property of UCSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of UCSL (f) Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses (g) Vendor shall return the UCSL resources to UCSL immediately after provision of all deliverables and services or any termination of the agreement. (h) Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified UCSL in writing before delivery and UCSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems</p>	
33.	<p>(a) <b>Integrity Pact</b> - As per Government of India (Central Vigilance Commission), 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 offer. The above is applicable when the total basic price is above Rs. 100.0 lakhs.</p> <p>(b) For offers less than the threshold value of INR 100.00 lakh, Code of Integrity in Public Procurement (CIPP) and Code of Conduct for suppliers is to be signed and submitted along with the offer</p>	
34	<p><b><u>Restriction on Procurement from Countries Sharing Land Border with India</u></b></p> <p>(a) Any bidder from a country which shares a land border with India will be eligible to bid only if the bidder is registered with the Competent Authority, specified below.</p> <p>(b) A bidder is permitted to procure raw material, components, sub-assemblies etc, from vendors from countries sharing land border with India. Such vendors will not be</p>	

required to be registered with competent authority.

(c) However, in case the bidder has proposed to supply finished product from vendors from countries sharing land border with India, such vendors will be required to be registered with competent authority

(d) Definitions

- (i) "Bidder" for the purpose of the Order (including the term "tenderer", "consultant", "vendor" or "service provider" in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), 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.
- (ii) "Tender" for the purpose of the Order will include other forms of procurement, except where the context requires otherwise.
- (iii) "Bidder from a country which shares a land border with India" for the purpose of the Order means
  - An entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose beneficial owner is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- (iv) "Agent" for the purpose of the Order is a person employed to do any act for another, or to represent another in dealings with third persons.
- (v) Beneficial owner for the purposes of point (iii) above will be as under:
  - In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means. Explanation:-
  - In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  - In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  - Where no natural person is identified under para (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  - In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

	<p>(e) Wordings of certificate to be submitted alongwith tender documents:-          “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Evidence of valid registration by the competent authority shall be attached wherever applicable).          Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity is registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent authority shall be attached wherever applicable).”</p>	
35.	<p><b>Purchase Preference for MSEs</b></p> <p>(a) Participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 (fifteen) per cent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25 (twenty five) per cent of total tendered value.</p> <p>(b) The 25 (twenty five) per cent quantity will be distributed proportionately among bidders, in case there are more than one MSEs within such price band.</p> <p>(c) In case of non-divisible supply, the above MSE will be offered option to supply the entire quantity, subject to meeting L1 price.</p> <p>(d) In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.</p>	
36.	<p><b>Purchase Preference for Make In India (MII)</b></p> <p>(a) To encourage „Make in India“ and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. The order is issued pursuant to Rule 153 (iii) of GFR, 2017. The Order is applicable on the procurement of Goods, Works and Services. For the purpose of this Order:-</p> <p>(b) Eligibility of „Class-I local supplier“/ „Class-II local supplier“/ „Non-local suppliers“ for different types of procurement</p> <p>(i) In procurement of all goods, services or works in respect of which the Nodal Ministry/ Department has communicated that there is sufficient local capacity and local competition, only “Class-I local supplier”, shall be eligible to bid irrespective of purchase value.</p> <p>(ii) Only “Class-I local supplier” and “Class-II local supplier”, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, “Non-local suppliers” shall also be eligible to bid along with “Class-I local suppliers” and “Class-II local suppliers”. In procurement of all goods, services or works, not covered by sub-para (a) above, and with estimated value of purchases less than Rs. 200 Crore.</p>	
	<p>(c) Purchase Preference</p> <p>A In the procurements of goods or works which are divisible in nature, the „Class-I local supplier“ shall get purchase preference over “Class-II local supplier” as</p>	

well as “Non-local supplier”, as per following procedure:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is “Class-I local supplier”, the contract for full quantity will be awarded to L1.
- (ii) If L1 bid is not a “Class-I local supplier”, 50 (fifty) percent of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the “Class-I local supplier” will be invited to match the L1 price for the remaining 50 (fifty) percent quantity subject to the Class-I local supplier’s quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such “Class-I local supplier” subject to matching the L1 price. In case such lowest eligible “Class-I local supplier” fails to match the L1 price or accepts less than the offered quantity, the next higher “Class-I local supplier” within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder

B In the procurements of goods or works which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the „Class-I local supplier“ shall get purchase preference over „Class-II local supplier“ as well as „Non-local supplier“, as per following procedure:-

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is „Class-I local supplier“, the contract will be awarded to L1.
- (ii) If L1 is not „Class-I local supplier“, the lowest bidder among the „Class-I local supplier“, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such „Class-I local supplier“ subject to matching the L1 price.
- (iii) In case such lowest eligible „Class-I local supplier“ fails to match the L1 price, the „Class-I local supplier“ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the „Class-I local supplier“ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (iv) “Class-II local supplier” will not get purchase preference in any procurement, undertaken by procuring entities

(d) Applicability in tenders where contract is to be awarded to multiple bidders

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the „Class-I local supplier“ shall get purchase preference over „Class-II local supplier“ as well as „Non-local supplier“, as per following procedure:

- (i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only „Class I Local suppliers“.
- (ii) In other cases, „Class II local suppliers“ and „Non local suppliers“ may also participate in the bidding process along with „Class I Local suppliers“ as per provisions of the Order.
- (iii) If „Class I Local suppliers“ qualify for award of contract for at least 50 (fifty)



percent of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case „Class I Local suppliers“ do not qualify for award of contract for at least 50 (fifty) percent of the tendered quantity, purchase preference should be given to the „Class I local supplier“ over „Class II local suppliers“/ „Non local suppliers“ provided that their quoted rate falls within 20 (twenty) percent margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the „Class I Local suppliers“ taken in totality are considered for award of contract for at least 50 (fifty) percent of the tendered quantity.

- (iv) First purchase preference has to be given to the lowest quoting „Class-I local supplier“, whose quoted rates fall within 20 (twenty) percent margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting „Class-I local supplier“, does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher „Class-I local supplier“, falling within 20 (twenty) percent margin of purchase preference, and so on.
- (e) **Minimum local content:** The „local content“ requirement to categorize a supplier as „Class-I local supplier“ is minimum 50 (fifty) percent. For „Class-II local supplier“, the „local content“ requirement is minimum 20 (twenty) percent. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as „Class-I local supplier“/ „Class-II local supplier“. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50 (fifty) percent and 20 (twenty) percent for „Class-I local supplier“/ „Class-II local supplier“ respectively.
- (f) **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
- (g) **Verification of local content:**
- (i) The „Class-I local supplier“/ „Class-II local supplier“ at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self- certification that the item offered meets the local content requirement for „Class-I local supplier“/ „Class-II local supplier“, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (ii) In cases of procurement for a value in excess of Rs. 10 crores, the „Class-I local supplier“/ „Class-II local supplier“ shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (iii) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (iv) A supplier who has been debarred by any procuring entity for violation of the Order shall not be eligible for preference under the Order for procurement by



**2. Declaration in Lieu of EMD/Bid Security (if applicable)**

I \_\_\_\_\_ / We, \_\_\_\_\_ the authorized signatory of M/s....., participating in the subject Tender Enquiry / GEM Bid No. .... for the item / job of ....., do hereby declare:-

- i. That I / We have availed the benefit of waiver of EMD while submitting our offer against the subject subject Tender Enquiry / GEM Bid and no EMD being deposited for the said tender.
- ii. That in the event we withdraw / modify our bid during the period of validity Or I/We fail to execute formal contract agreement within the given timeline OR I/We fail to submit a Performance Security within the given timeline Or I/we commit any breach of Tender Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding / award of all future contract(s) of Udupi Cochin Shipyard Ltd. for a period of .....months.. from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder  
 Name of Authorized Signatory.....  
 Company Name.....

**3. Make in India Certificate (if applicable)**

In line with Government Public Procurement (Preference to Make in India), Order 2017, P-45021/2/2017-PP (BE-II) dated 16.09.2020 and as amended from time to time we M/s....., hereby certify the following facts for our offered product against GeM bid number .....

Schedule	Item description	Local content in %	Class of local supply Local content(> 50%)-Class 1 Local content(20-50 %)-Class 2 Local content(<20%) – Non local	Location of local value addition (Location shall be the specified as address or name of city or district)

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law. The above declaration does not include services such as transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc as local value addition

Sign and stamp

**4. Declaration for MSE purchase preference (if applicable)**

This is to certify that we M/s ..... are the manufacturer of the offered product (listed below) in this tender enquiry / GEM bid number ..... and we claim that we are eligible for MSE purchase preference as per Government of India guidelines. We fall under Micro/Small category for the current financial year

Schedule	Item description	Manufacturer of product YES/NO

Sign and stamp

Note:- If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises.

**5. Declaration for land border sharing (if applicable)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Further, I will not subcontract any work to a contractor / source finished goods from an entity from such countries unless such contractor/ entity 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).

Sign and stamp

Note:- (Evidence of valid registration by the competent authority shall be attached wherever applicable).

**6. Manufacturer Authorization Certificate (when bidding on behalf of OEM)**

This is to certify that We M/s.....having our registered office at..... , are OEM of the product..... required in Tender Enquiry / Gem bid number..... We hereby authorize M/s..... having its registered office at ..... to quote for tender and execute the order (if purchase order placed) on behalf of us.

Our full support is extended to them in all respects for supply, installation and commissioning, training and warranty related to our products as per tender terms and condition. We also ensure to provide full support for the supplied equipment during the entire warranty period of .....months..... from the date of supply/installation of the equipment and subsequent ..... years AMC as per tender terms if applicable.

We also undertake that in case of default in execution of this tender by the bidder, we will take all necessary steps for successful execution of this order as per tender requirements.

Sign and stamp

**7. GUARANTEE CERTIFICATE (for items below INR 20 lakhs)**

This is to certify that we M/s ..... will provide Guarantee for .....months..... for the product offered by us /our authorized dealer in Tender Enquiry / GEM bid number ..... as per tender terms and condition , If purchase order is placed on us.

Guarantee period will start from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (As applicable).

Sign and stamp

**PRICE BID FORMAT**

Tender Enquiry No: **UCSL/MAT/NPROJ/2024-25/377**

Date: 03.05.2025

Vessel/Project: GENERAL

<b>SL. NO</b>	<b>DESCRIPTION</b>	<b>Qty in Cu.M</b>	<b>Unit Rate in (INR)</b>	<b>Total Price (Qty x Unit Rate)</b>
<b>1.</b>	CO2 GAS	114000 KG		
<b>2.</b>	GST (as applicable)			
<b>3.</b>	Total landed price including P&F, Freight, etc...			
<b>4.</b>	Other charges if any			
<b>5.</b>	Transit Insurance Charges		BY UCSL	
<b>6.</b>	HSN code			
<b>7.</b>	Unloading		BY UCSL	
<b>8.</b>	Delivery Period required at UCSL stores		Staggered delivery As and when required by the UCSL, Minimum supply is 15 Cylinders	

Signature

Name & Address of the firm

**Important Note:**

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

BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/  
WARRANTY GUARANTEE

To

UDUPI COCHIN SHIPYARD LTD

(Formerly Tebma Shiyards Limited

MALPE HARBOUR COMPLEX, MALPE, UDUPI - 576108.

WHEREAS ..... (Name & Address of Supplier) (Hereinafter called "**the Supplier**") has undertaken, in pursuance of Contract..... No..... Dated: ..... to execute ..... (Name of Contract and brief description of works) (Hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by UDUPI COCHIN SHIPYARD LTD (The Buyer - hereinafter called "**UCSL**") in the said contract that the Supplier shall furnish CSL with a Bank Guarantee for the sum specified therein as security for compliance with the Supplier's obligations in accordance with the Contract.

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

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

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

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

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

We, the Bank, further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between UCSL and the Supplier shall in any way release us

from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. We, the Bank, further agree that any change in the constitution of the said contractor or the said bank shall not discharge our liability hereunder.

**Notwithstanding** anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed .....  
(..... only).

2. This Bank Guarantee shall be valid up to (date) and

3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if UCSL serve upon us a written claim or demand on or before .....(validity date) .

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

Yours truly,

Signature and seal of the

Guarantor:.....

Name of Bank:.....

Address: .....

Date: .....

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



<b>SPECIFIC TERMS &amp; CONDITIONS</b> <b>(Confirmed STC to be submitted along with technical bid )</b>		
<b>SL NO.</b>	<b>DESCRIPTION</b>	<b>YES/NO</b>
1	HSN code and GST details should be furnished.	
2	Materials offered shall conform to UCSL specifications.	
3	Quotation validity should be 60 days	
4	It will be the sole responsibility of supplier to ensure that CO2 Gas cylinders should conform to all statutory regulations under the gas cylinder rules. Cylinders shall be; (a). Painted according to standard colour coding. (b). Pressure tested as per the rules and regulations and should have valid certificates (PESO License & Test/Purity Certificates of Gas). (c). Fitted with valve guards/caps etc. (d). Vehicle carrying CO2 cylinders should be installed with spark arrestors while entering UCSL Premises. Transportation of pressurized cylinders and carriage road act 2007 and any other rules which are relevant and applicable for this contract (e). The pressure inside each cylinder should not be more than the acceptable limits as per statutory rules. UCSL may reject part quantity or entire load if the pressure inside the cylinders is more than the acceptable limits.	
5	The maximum No. of cylinders, which UCSL can store at a time is 50 cylinders . Supplier should take note of the same while quoting.	
6	The supplier should be capable to supply the CO2 Gas in Cylinders within 24 hours from the time of request from UCSL end. The running hours of the loaded vehicle from the production/storage facility of supplier to UCSL should be less than 24 hours . Upon placement of order a weekly or monthly schedule of supply will be provided to supplier.	
7	Address of your licensed plant / facility / storage plant from where the supply to UCSL is planned or possible so as to meet the criteria of 24 Hours. (Acceptance is subject to Verification by UCSL team)	
8	Is your organization (producing/filling/dealing entity) is registered in line with Explosive Act 1884 & Gas Cylinder rules 2018 and its amendment for acetylene. If yes Valid License to be submitted along with the offer.	
9	Do you have designated vehicles for handling CO2 gas cylinders as hazardous material. Proof to be submitted	
10	Is your cylinders & valves tested and accepted as per the applicable rules by competent authority and having valid certification (UCSL will demand certificates in random manner).	
11	Purity certificate as per applicable standard/rule of CO2 supplied shall be furnished along with each consignment.	
12	Delivery of Gas Cylinders at UCSL Stores to be done with in 24 to 48 hrs from intimation.	

SL NO.	DESCRIPTION	YES/NO
13	Supplier should indicate their readiness to keep sufficient number of cylinders at UCSL at all times and increase the number of cylinders if required to meet UCSL's requirements	
14	All cylinders supplied as per PO should have a purity certificate issued by the manufacturer. The manufacturer should supply cylinders along with a separate test certificate indicating cylinder number.	
15	Weight of empty cylinder shall be embossed on the cylinders. The manufacturer should comply with Gas Cylinders Rules, 2016 or the latest, at all times including transportation	
16	In case of delay in supply of ordered materials beyond the stipulated delivery period, vendor 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 order value (basic price) in the case of machinery/equipment and of the value of materials delayed subject to a maximum of 10% of the order value (basic price).	
17	Penalty Clause: CO2 Gas is used in UCSL for steel plate cutting in ship building & ship repair activities and is very critical in nature. Non-availability of CO2 Gas will lead to heavy production loss. Therefore it shall be responsibility of supplier to ensure uninterrupted supply of CO2 Gas to Udupi Cochin Shipyard. In the event of any breakdown/maintenance shutdown to the plant/machinery, the gas supply shall be arranged from alternate source without any interruption or additional burden to shipyard. If UCSL incurs any loss on account of non-supply of CO2 Gas, Udupi Cochin Shipyard has the option to procure CO2 gas from alternate source and extra expenses incurred if any on this account shall be recovered from your bills. In the cases of frequent default/failure in the supply of CO2 Gas, the order shall be cancelled/short closed giving 15 days notice period and no claim whatsoever shall be entertained by Udupi Cochin Shipyard on this account	
18	UCSL preferred payment term is 100% payments within 30 days of receipt of items at UCSL, subject to quality clearance and submission of invoice.	
19	Any deviation in enquiry T&C should be mentioned in Tender acceptance letter	
20	Format of bank guarantee along with enquiry to be agreed, in general	
21	<b>Security Deposit/Bank Guarantee:</b> Clause SI NO 14. of GTC	
22	<b>Jurisdiction:</b> Clause SI NO : 19 of GTC	
23	In case of damage /loss of cylinders/fittings, repairs/replacement, additional charges will be applicable. You should also provide the cost applicable towards missing / damage of cylinders	
24	Cylinder rental charges is not applicable.	

SL NO.	DESCRIPTION	YES/NO
25	Public Procurement Policy 2012: The rules related to Public Procurement policy for Micro and Small Enterprises Order 2012 and ammendments will be applicable for this Tender. Vendor shall submit MSME certificate along with the offer.	
26	MSME/NSIC certificate should be submitted as applicable.	
27	Bidders should have previous experience in supply of major quantities of the item. Details of Work Orders, preferably annual contracts, issued by Government firms/PSU or any other reputed firms that you have handled for the last 2 years	
28	Self-declaration to be submitted along with the technical bid. The bidders should not be terminated/ blacklisted/ non supply/ in any of Public Sector Undertaking /Govt organization/Heavy industries/UCSL for the last 2 years for any contract. Bidders with such past experience shall be considered for rejection of offer.	
29	The contract is for a period of one year from the date of PO and the Price escalation will not applicable until the expiry of contractual period	
30	The Supplier should be able to deliver minimum 15 cylinders within a three-days gap and The minimum order quantity is 15 cylinders for each delivery.	
31	Submit Self Certified copy of last 2 year production data.	
32	Mention the capacity of cylinder you are providing <b>i.e. 1 cylinder = ____ Cu.M</b>	
33	Supply/plant Address :	
<b>NAME AND ADDRESS OF THE SUPPLIER:</b>          PHONE NUMBER: MOBILE NUMBER: E-MAIL ID:		

<b>UNPRICED BID</b>				
<b>SUPPLY OF INDUSTRIAL OXYGEN GAS</b>				
<b>UN-PRICED BID</b>				
				TAX %.....
SL NO	ITEM DESCRIPTION	QUANTITY	UNIT	QUOTED/ NOT QUOTED
1	<b>SUPPLY OF CO2 GAS IN SUPPLIER'S RETURNABLE CYLINDER</b>	1,14,000	KG	
NB: Unpriced Bid has to be submitted along with the technical bid mentioning 'Quoted' or 'Not-Quoted' and duly sealed and signed.				
<b>Name and Address of the Supplier:</b>				
<b>Phone Number:</b>				
<b>E-mail id:</b>				

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

**Date:** .....

To,  
AGM MATERIALS  
UDUPI COCHIN SHIPYARD LTD  
MALPE - 576108

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No/ID:** .....

**Name of Tender / Work: -**

.....  
.....

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: .....  
.....

as per your advertisement, given in the above-mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.

6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found

violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

**(Signature of the Bidder, with Official Seal)**