

# UDUPI COCHIN SHIPYARD LIMITED

(Formerly Tebma Shipyards Limited)



Date: 25.01.2024

## TENDER ENQUIRY

Dear Sirs,

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

**Submission by Email:** Offers (all Part- I 'Eligibility Criteria', 'Part - II - Techno-commercial' and 'Part- III Price') in three separate password protected PDF file format, can also be made by E-mail ([sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [purchase@udupicsl.com](mailto:purchase@udupicsl.com) / [muhammad.anas@udupicsl.com](mailto:muhammad.anas@udupicsl.com), [midhunthomas@udupicsl.com](mailto:midhunthomas@udupicsl.com)) on or before, the last date & time of receipt of tender as shown below, if delivery of sealed offers cannot be ensured at UCSSL on the due date. The offer PDF files (Part- I EMD & Eligibility Criteria, Part-II Techno-commercial' and 'Part- III Price) to be named clearly (UCSSL/MAT/2023-24/820 - Eligibility Criteria, UCSSL/MAT/2023-24/820 - Techno-Commercial & UCSSL/MAT/2023-24/820 - Price bid)

Enquiry No.	Enquiry Date	Last Dt. & Time for Receipt of Tender	Tender Opening Date & Time
UCSSL/MAT/2023-24/820	25.01.2024	08.02.2024, 15:30:00	08.02.2024, 15:30:00

Sl No	Material Code	Material/ Service Description	UOM	Qty	Yard No	Required Date at UCSSL
1		Design, Engineering, Supply, Installation and Commissioning of 15KLD Moving Bed Bio Reactor (MBBR) Technology based Sewage Treatment Plant	Set	1	UCSSL Yard	Supply, installation and commissioning should be completed within 90 days from the date of PO

**Note:** The bidder may visit the site prior to the submission of bid for better understanding of the site and scope of the work.

उदुपी कोचीन शिपयार्ड लिमिटेड

पल्लन, पोत परिवहन और जलमार्ग मंत्रालय  
भारत सरकार

UDUPI COCHIN SHIPYARD LIMITED

Ministry of Ports, Shipping & Waterways  
Government of India

पंजीकृत कार्यालय:

एस. नं. 377, पञ्चमथुर गाँव  
पुकाथुरै पोस्ट, मदुरान्तक 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

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

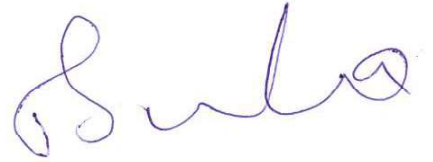
In case of any commercial queries, please contact: Mr. Sony Clement - AGM (Materials), Muhammad Anas - Manager (Materials) Mobile No. 8129443366, Midhun Thomas - Assistant Manager (Materials) Mobile No.: +91 9995777763, Email: [sony.clement@udupicsl.com](mailto:sony.clement@udupicsl.com), [muhammad.anas@udupicsl.com](mailto:muhammad.anas@udupicsl.com),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

For Technical queries please contact: Mr. Billu C Rajan (AGM - U&M) Mobile No.: 9995806171, Mr. Girisha K (Sr. Manager - U&M) Mobile No.: 9986977749, Sanketh Rao (Project Officer - Civil) Mobile No: +917892164408, Email: [billu.rajan@udupicsl.com](mailto:billu.rajan@udupicsl.com) , [girisha.k@udupicsl.com](mailto:girisha.k@udupicsl.com) , [civil.tsl@udupicsl.com](mailto:civil.tsl@udupicsl.com)

**Enclosures:**

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

For Udupi Cochin Shipyard Ltd,



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

## **ELIGIBILITY CRITERIA**

FOR

### **DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF 15KLD MOVING BED BIO REACTOR (MBBR) TECHNOLOGY BASED SEWAGE TREATMENT PLANT**

#### **1. ELIGIBILITY CRITERIA**

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

##### **1.1 GENERAL**

- a) The Bidder shall be a Single firm or Consortium/ Joint Venture (JV) of maximum three members. The Single bidder/ Lead Partner of JV/ Lead Partner of Consortium shall be Original Equipment Manufacturer (OEM) of Sewage treatment Plant. In case of subsidiary companies set up in India, their parent company (Indian or Foreign) shall meet the above criteria of doing business of Sewage Treatment Plant, they should submit relevant documents to prove that they have completed at least three similar capacity equipment in their own facility in India complying the criteria as mentioned in the technical experience criteria (Clause 3.2). Necessary supporting documents shall be submitted in this regard. Also documents related to the relationship between the Indian Firm and Foreign firm to be submitted.
- b) Single bidder/ Lead Partner of JV/ Lead Partner of Consortium should be in the field of design, engineering, supply, installation and commissioning of MBBR based Sewage Treatment Plant for a minimum period of Five (5) years as on the date of publishing this tender. Certificate of Incorporation of the company in this regard shall be submitted. The certificate should be Notary vetted/ Embassy attested.
- c) Bidder should have a fully functioned registered office/ service center in Karnataka, India (preferably to reach UCSL Site within 24 hours of breakdown of STP) which has been working for the past 1 years minimum, subject to verification by UCSL.
- d) Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc. Bidder shall submit a declaration to that effect.

**1.2 TECHNICAL EXPERIENCE:**

- a) The bidder should have manufactured, supplied, erected, tested and commissioned at least Three (3) Number of MBBR based Sewage Treatment Plant of 15KLD capacity during the last Ten (10) years, as on the date of publishing this tender in any of the companies in India. All the executed Sewage Treatment Plant Projects should be in operational and put in to production satisfactorily after commissioning will only be considered for the above.
- b) Bidder shall submit **Performance Certificates** (shall be obtained within the last 10 years as on the date of publishing this tender) of the above mentioned three Sewage Treatment Plants commissioned, directly issued by any reputed industry, for the Sewage Treatment Plant supplied & commissioned for claiming the above. The performance certificate shall have details like Purchase Order No., brief technical details of the system commissioned, date of completion, performance feedback of the system commissioned, promptness in after sales service support, supply of spares, etc. The authenticity of performance certificates submitted by the bidder will be verified with source directly by UCSL.
- c) Bidder shall submit Notary vetted copy of Purchase Order (PO)/ Work Order (WO) and Commissioning Report/ Completion Certificate issued by the client as relevant stating the above. The contact details (Phone No., Email ID, Communication Address etc.) of the Clients for the above shall be invariably submitted. Bidders, please note that submitting Commissioning Report/ Completion Certificate from the client (Shipyard/ Heavy Engineering Industry) on its letterhead along with other supporting documents (PO/ WO) is mandatory.
- d) The documents/ certificates submitted by the bidder will be verified with the source directly by UCSL. Misleading or false representations in the forms, statements and attachments submitted in proof of eligibility requirements will result in summarily rejection/ disqualification of the submitted offer at any point of time whatever may be the status of the process. Also, the firm will not be considered for further tender process of UCSL for a period of Three (3) years henceforth.
- e) UCSL reserves the right to visit the Sewage Treatment Plants installations carried out by the bidder in order to have firsthand information regarding the performance of the Sewage Treatment Plant and after-sales support rendered by the firm. The Bidder shall coordinate for obtaining approval/ consent for the above-mentioned visit whereas travelling and all other expense of the UCSL Personnel shall be borne by UCSL. Final Acceptance of the offer will be subject to the receipt of satisfactory feedback from the clients as mentioned above.

**1.3 FINANCIAL CAPABILITY:**

- a) The Single bidder/ Lead Partner of JV/ Lead Partner of consortium shall have average annual financial turnover equivalent to Rs. 50 lakhs (INR) for the preceding three fiscal years from the current fiscal year. Other members of JV/ Consortium each shall meet 50% of above-mentioned annual turnover in the preceding three fiscal years. In case of subsidiary companies set up in India, financials of subsidiary and parent company (Indian or Overseas) shall collectively be considered
- b) The single bidder/ members of JV/ members of consortium/ parent company shall have positive net worth during the last three preceding financial years
- c) The Bidder shall enclose a certificate issued by its Statutory Auditors with their seal and signature, stating its Net worth & Annual Turnover for the past three fiscal years along with the bid. Certificate shall be as per the format enclosed at Form-1. Or else, the firm shall submit Audit Report for the last three financial years duly certified and signed by their Statutory Auditor.
- d) Bidders shall seriously take notice that each of the aforesaid report is very critical for this tender and any wrong submission or submission with inadequate supporting documents or any mismatch in the documents will result in summarily rejection /disqualification of the submitted offer or even at any point of time prior to placement of PO whatever may be the status of the process.
- e) UCSL shall at its own discretion and cost, opt for obtaining credit information report on bidder's financial credentials through credit rating firms like M/s. Dun & Bradstreet, MNS etc. The same shall also be considered as a factor for pre-qualification criteria along with other criteria mentioned in the tender document

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

**FINANCIAL CAPABILITY**

<b>Sl. No.</b>	<b>Financial Year</b>	<b>Annual Revenue/ Turnover</b>	<b>Networth as at the end of the financial year</b>
1	2020-21		
2	2021-22		
3	2022-23		

Signature of the authorized representative of Tenderer

Date:

(Company Seal)

**Certificate from the Statutory Auditors**

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

Name of Statutory Auditors:

Designation:

Name of the Audit firm:

*(Signature of the Authorized Signatory Auditors)*

*(Seal of Audit Firm)*

**EXPERIENCE: RELEVANT PROJECTS COMPLETED**

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

**Name of the Supplier**

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

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

Signature of the authorized representative of Tenderer

Name:

Designation:

(Company Seal)

Place:

Date:

**PRESENT ORDER BOOK POSITION**

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

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

**Name of the Supplier**

<b>Sl. No.</b>	<b>Name of the Client</b>	<b>Sewage Treatment Plant Details &amp; location of installation</b>	<b>Scheduled date of completion of work</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			

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

*(Signature of the Authorized Representative)*

*(Name and designation of the Authorized Representative)*

Place:

(Company Seal)

Date:





**UDUPI COCHIN SHIPYARD LIMITED**

(Formerly TEBMA Shipyards Limited)

Ministry of Ports, Shipping and Waterways,  
Government of India

## **TECHNICAL SPECIFICATION**

**FOR**

**DESIGN, ENGINEERING, SUPPLY, INSTALLATION AND COMMISSIONING OF**

**15KLD MOVING BED BIO REACTOR (MBBR) TECHNOLOGY**  
**BASED SEWAGE TREATMENT PLANT**

**TECHNICAL SPECIFICATION FOR: DESIGN, ENGINEERING,  
SUPPLY, INSTALLATION AND COMMISSIONING of 15KLD MOVING  
BED BIO REACTOR (MBBR) TECHNOLOGY based SEWAGE  
TREATMENT PLANT**

**1. Location: Hangarkatta, Udupi, Karnataka**

The STP shall be installed at Udupi Cochin Shipyard Ltd (UCSL), Hangarakatte yard, Udupi, Karnataka. UCSL is a Central Public Sector Organization and fully owned subsidiary company Cochin Shipyard Ltd, under Ministry of Ports, Shipping and Waterways

**2. Scope of contractor**

Design, engineering, supply, installation and commissioning of 15 KLD Moving Bed Bio Reactor (MBBR) based Sewage Treatment Plant (STP) within the stipulated area in UCSL Hangarkatta yard, utilizing existing civil underground collection/equalization tank, and in accordance with Karnataka State Pollution Control Board (KSPCB) norms and regulations. Post commissioning of STP, the contractor shall obtain necessary approval /permission from KSPCB for the functioning of the STP.

**3. Available Area, Utilization of existing civil structural facility & inspection of site:**

- i. The layout of the area for plant is shown in Annexure 1. This area shall be utilized for installation of the plant. The existing civil underground collection/equalization tank of this facility shall be utilized for the installation of the newly offered STP. Other than the civil tank, all the other machinery, equipment, tanks and accessories shall be newly installed as per contractor's design & supply.
- ii. Contractor(s) is requested to visit the site prior preparation of offers with prior permission. For site visits, prior intimation shall be given to Mr. Sanketh Rao (Project Officer - Civil, UCSL) Ph: 78921 64408

**4. Scope of work of Contractor:**

- i. Design, engineering, supply, installation and commissioning of 15 KLD Moving Bed Bio Reactor (MBBR) based Sewage Treatment Plant (STP) within the stipulated area in Hangarkatte yard. The plant shall be designed and installed in such a way that existing civil underground collection/equalization tank shall be utilized for the installation of the newly offered STP.

- ii. All newly required civil work related to plant (as per the contractor's design) including foundation for tanks/ equipment.
- iii. All electrical equipment /installations required for the safe operation of the STP
- iv. The contractor shall provide a qualified operators (8 hrs. x 2 shifts) at the yard for a period of **12 months from date of official commissioning and handing over of STP to** demonstrate the operation and for providing training to yard personnel.
- v. Shelters /canopy (if required) in the equipment area as per the contractor's design.
- vi. There are Four septic tanks at different locations in the yard. Effluent/sewage is to be pumped from all the Four locations to the treatment plant. Firm has to supply and install submersible pumps of adequate capacity, including all necessary control panels, control systems cabling etc. towards this purpose. The septic tank/soak pit capacity is approximately 6kl, for each of the tanks.
- vii. Consider PVC piping of 50mm size, approximately 400 meters length. The PVC pipes supplied shall be of 6 bar pressure rating. Contractor shall be responsible for supply, installation, testing and handing over of these, including all civil, allied works.
- viii. One submersible pump to be provided for the treated water pumping for gardening capacity 80 litre/minute
- ix. Tank for Collection of treated water

<b>Indicative quantity of civil works for STP</b>			
<b>Si no</b>	<b>Work description</b>	<b>Unit</b>	<b>Quantity</b>
<b>1</b>	Earthwork in excavation for foundation in soft and medium hard soil including lead and lift up to 10m	Cum	4.00
<b>2</b>	Providing and laying Plain cement concrete of M20 grade concrete for Plant area floor concreting and equipment foundations as required, including materials, labour, shuttering, curing etc., complete.	Cum	7.50
<b>3</b>	Construction of bar screen chambers, sludge holding tanks in RCC structure with necessary chamber covers, MS bar screens etc., complete. Bar screen size -- 0.6*1.5*0.5m. Sludge holding tank -- 1.0*1.0*1.2m	No's	2.00
<b>4</b>	Providing and laying 50mm PVC (10KGF/cm <sup>2</sup> ) pipelines for sewage water pumping on the compound wall/ workshop cladding sheets including all the fittings, necessary GI supports, U bolts etc., complete.	RMT	400.00
<b>5</b>	Providing and installation of 2HP submersible sewage cutter pumps with starters including all required electrical wirings, plumbing fittings etc., complete. Approved makes-- Kirloskar, Grundfos, Johnson, Lubi	No's	3.00

<b>6</b>	Fabrication and erection of galvalume sheet roof with steel structural members as per the approved design for the plant area including materials, labour, tools etc., complete.	Sqm	60.00
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## 5. Scope of UCSL

- i. Power supply up to Panel Input.
- ii. Materials Handling Equipment like movable cranes for installation
- iii. Payable of applicable consent fees on actual Government/KSPCB receipt.

## 6. Specific Technical Requirements

- i. The plant shall work in auto/semi auto mode for foolproof operation with minimal manual intervention.
  - a) Any additional price implication (if any) for setting up the facility for working **in auto mode** shall be clearly specified in technical as well as commercial bids with price breakups for auto mode
- ii. All pumps supplied/installed in the STP shall be from any of the following makers
  - a) Johnson
  - b) KSB
  - c) Grundfos
  - d) Kirloskar
- iii. All the air blowers supplied/installed in the STP shall be from any of the following makers
  - a) Usha
  - b) Everest
  - c) Kay
- iv. Dosing pumps shall be from any of the following makers
  - a) Milton Roy
  - b) Positive metering pump
  - c) Prominent pumps
  - d) E- dosing pumps
- v. All electrical panels/installation shall be approved by CPRI
- vi. MS tanks shall be of minimum 6 mm thickness of IS 2062 grade steel with inner FRP coating of minimum 2.5mm thickness and outside shall be painted with 3 coats of epoxy paint – 2.5mm thickness
- vii. After installation & commissioning, final layout/flow chart and Standard operating procedures, preventive maintenance schedules shall be displayed (printed in acrylic, plastic etc.) near to the equipment area.
- viii. The plant with all equipment shall be provided three years of guarantee/warranty against poor design, quality of materials/equipment supplied & workmanship, from the date of commissioning of the STP.
- ix. Operation and Maintenance manuals

- x. Display boards (in acrylic plastic) of various equipment & daily operation sequence, daily /weekly/monthly checks to be performed in the plant shall be provided
- xi. List of Consumables (chemicals for dosing and others if any) required for 6 months of operation to be quoted separately

**7. Delivery period /final commissioning:**

The plant shall be installed and commissioned within 90 days from the date of receipt of PO/Workorder from UCSL

**8. Experience of the bidder/Contractor:**

- i. The bidder shall have minimum 5 years of experience in installation of MBBR based STP
- ii. The bidder must have an average annual turnover of Rs. Fifty Lakhs for last three financial year.
- iii. The bidder must have successfully installed and commissioned a minimum 03 nos of MBBR based STP of minimum 15KLD capacity

**Note:**

Si No.	Characteristics	Output
1	PH	6.5-7.5
2	Oil and Grease	<5 PPM
3	BOD	<10 PPM
4	COD	< 50 PPM
5	TDS	< 1000 PPM
6	TSS	< 10 PPM

The plant shall be designed and operated to treat sewage water confirming to KSPCB standards of output parameters as below.

It can be noted that any changes made by KSPCB in output parameters must be suitably adopted in the plant. All the output characteristics as per KSPCB during the time of installation shall be considered for design and maintenance of the plant.

**TECHNICAL CHECKLIST****SUBMITTED BY THE TENDERER ALONGWITH THE OFFER FOR MBBR  
BASED SEWAGE TREATMENT PLANT OF CAPACITY 15KLD FOR UCSL  
HANGARKATTE**

<b>Sl. No.</b>	<b>Requirement as per UCSL Specification</b>	<b>Compliance</b>	<b>Remarks</b>
1	MBBR based Sewage Treatment Plant of capacity 15KLD and design, engineering, supply, installation and commissioning at UCSL as per scope of work detailed in technical specification.	<b>Yes/No</b>	
2	The offered equipment confirms to Clause # 3 of technical specification.	<b>Yes/No</b>	
3	Specific technical requirements as per clause # 6	<b>Yes/No</b>	
5	Delivery schedule of the system as per Clause # 7 of technical specification.	<b>Yes/No</b>	
6	Civil works as per Clause # 4 of technical specification.	<b>Yes/No</b>	
7	Engaging operators for 6 months as per clause # 4.4 of technical specification.	<b>Yes/No</b>	
8	Detailed Bill of Materials (BOM) to be provided as mentioned in the price bid format	<b>Yes/No</b>	
9	Submission of Purchase Orders / Work Orders and Commissioning Report/ Completion Report as per clause# 1.2 (c) of Annexure 1	<b>Yes/No</b>	
10	Submission of Performance certificate as per clause# 1.2 (b) of Annexure 1	<b>Yes/No</b>	
11	Submission of documents as per clause# 1.3 (c) of Annexure 1	<b>Yes/No</b>	
12	Submission of documents as per clause# 1.1 of Annexure 1	<b>Yes/No</b>	

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

SIGNATURE WITH DATE &  
SEAL OF THE TENDERER

### Annexure 03/A GENERAL TERMS AND CONDITIONS

SL NO	Description	Compliance by Supplier (YES/NO) In case of noncompliance, please provide remarks.
1	Tenderers are to carefully go through the terms and conditions and the technical specification of the items for which offers are called for. Tenderers have to adhere to above and supply full technical scope of items along with compliance of commercial conditions. UCSL have full right upon deviations, if any, including rejecting the partial scope/ complied offers.	
2	Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. <del>In the case of E tender offers shall be submitted only through UCSL E procurement portal.</del> Incomplete/ambiguous/conditional offers are likely to be rejected.	
3	Technical checklist, if applicable and current general terms & conditions of enquiry duly filled and signed and technical specifications of items offered (refer clause 5), should be submitted along with part-2 techno-commercial bid in the case of three-bid tenders <del>and along with the bid documents in the case of single bid.</del> Non receipt of the document may lead to rejection of offers. <del>In the case of E tender filling up of GTC check list in the portal itself is sufficient.</del>	
	Spare/Tool requirements to be confirmed, if applicable i) Spare parts shall be furnished in accordance with the Class recommendations and manufacturers standard <del>ii) The same shall be included in offered costs and shall be a part of L1 evaluation.</del>	
4	Following Certificates/documents is to be submitted for the item in the event of an order:	
5	<b>SPECIFICATIONS: -</b> 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) <del>Samples are to be supplied free of cost in the event of requirement by UCSL.</del> The detailed working drawing, if called for, is also to be furnished for approval before commencement of manufacture.	
6	Packing materials should be eco-friendly.	
7	Supplier should follow the statutory requirements of product offered.	
8	Products supplied shall be non-toxic and harmless to health. In case of toxic materials, Materials Safety Data Sheet may be furnished along with the material.	
9	<b>COMMISSIONING/ SERVICE ASSISTANCE: -</b> The Commissioning of the Sewage Treatment Plant is under the supplier scope and service assistance required throughout the execution should be considered prior quoting. Service engineer assistance for required days irrespective of number of engineers in necessary trips for the installation and commissioning is to be included in scope and costs. b) Cost considered to include travel tickets, lodging and local transport costs.	

	c) Additional man day rates to be indicated separately (all inclusive of cost for lodging and local transport etc.) for extension beyond agreed man days. Additional man days only applicable after completion of 30 days for the plate preservation line.	
	d) Whether the applicable taxes in India shall be borne by UCSL/Supplier (In the case of foreign vendors)	
	e) Income tax liability of non-resident service engineer based on his period of stay in India shall not be borne by UCSL	
	f). The non-resident vendor/service provider shall provide such documents that are necessitated by the Indian income tax laws so as to enable UCSL to comply with the provisions of Indian statute and for payments of income tax in India. Following documents shall be sought by UCSL in this regard (i) Certificate under 10 (F) (ii) Tax residency certificate (iii) The certification regarding the existence/nonexistence of business connection or permanent establishment in India. (The above is only an indicative list)	
10	Taxes and duties, if any, payable extra is to be indicated <del>in the price part for single bid and</del> in techno commercial part and price part (in the case of 3 bid tender).	
11	<b>MSEs, Startups and Make in India</b> a) Local Suppliers (Make in India), MSME firms and Startups will be eligible for various Relaxations in pre-qualification criteria and other Benefits as per the orders promulgated by Government of India. Bidders are advised to refer the details of various Benefits and Relaxation in pre-qualification criteria as published at CSL website (www.cochinshipyard.in) under the Tenders tab for further reference.	
12	<b><u>Delivery Period:</u></b> 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 10 days from the date of PO and UCSL has forward the drawing approval within 10 days thereafter. <b>Material should be supplied and commissioned within 90 days from the date of Purchase Order.</b>	
13	<b><u>SHIPMENT</u></b> a. Supplier shall intimate UCSL the readiness of the Equipment/ Machinery/ Components and Parts prior to fourteen days of shipment.	
	b. A minimum 14 days free detention period is to be granted for clearance of the goods at Mangalore/Mumbai/Chennai seaport, as applicable for full containers.	
14	<b><u>PAYMENT TERMS:</u></b> a. For <u>equipment's with commissioning</u> UCSL payment term is three stage payment <b><u>Stage 1:</u></b> 50% along with 100% applicable taxes of Part A in the price bid, within 30 days from the date of receipt and acceptance of items of STP (as per the BOM certified by supplier) and after completion of necessary civil works (other than roofing) at UCSL stores after inspection for the supply of materials <b><u>Stage 2:</u></b> 30% of Part A in the Price bid, after the completion of piping lines and satisfactory installation of STP at UCSL certified by the authorized representative of UCSL	



	<p><b><u>Stage 3:</u></b> 20% of Part A and 100% of Part C in the price bid after complete commissioning and handing over to UCSL, with test reports from NABL approved lab. The commissioning to be certified by UCSL.</p> <p>For the payment of Part B in the price bid, payment will be provided monthly against separate invoices within first 10 days of each month, (the invoices have to be submitted on or before first day of each month with the copy of attendance register duly signed by UCSL representative)</p>	
	<p><b><u>b. For general items</u></b></p> <p><del>UCSL payment term is 100% within 30 days of receipt and acceptance of materials at UCSL stores after inspection.</del></p>	
	<p>c) Payment mode shall be Electronic Clearing System (ECS)/cheque /NEFT/ /LC/CAD/TT-as mutually agreed in line with above standard payment terms. Variations from standard terms, if any, shall be appropriately loaded for tender comparison purposes for arriving the lowest bid. Bank charges (including LC charges, if any) inside India will be to UCSL account and outside India to supplier's account (In the case of import shipments). The charges for LC amendment, if any, shall be borne by the parties by whom the same is attributed/ necessitated.</p>	
	<p>d) Normally advance payments are not encouraged. In case, if advance payment is sought, the same can be considered for a maximum of 10% order value only. Interest at the base rate of SBI {applicable on the date of price bid opening} + 1% for the amount of advance will be charged. In addition, Bank guarantee for equivalent amount of advance to cover the period till advance payment is adjusted to be furnished. (i.e. till completion of supplies or for a period as specifically agreed + 90 days). In case interest as above is not agreeable to be paid, the same will be loaded on your quoted basic prices, for tender comparison purposes for arriving the lowest bid</p>	
	<p>e) For deviation in Payments terms from UCSL standard terms, if any, aforesaid interest will be loaded on quoted item prices, for tender comparison purposes for arriving lowest bid.</p>	
	<p>f) Part payment shall be considered only if specifically agreed against partial supplies.</p>	
15	<p><b><u>Security Deposit/ Warrantee Bank Guarantee:</u></b></p> <p>a.i) The successful bidder shall remit a security deposit of 5% of the total order value (excluding taxes, duties) in the form of demand draft drawn in favor of Udupi Cochin Shipyard Ltd towards the satisfactory performance of the contract, if an order is placed on them. Alternatively, a Bank Guarantee equivalent to above % of the total order value (excluding taxes, duties) as per UCSL format from an International Bank as per approved list of banks available in CSL website (for overseas supplier) &amp; Scheduled Indian bank for Indian supplier is to be submitted, if an order is placed towards satisfactory performance of the contract.</p> <p>a.ii) The supplier shall also agree for 5% of total order value (excluding taxes and duties) as Bank guarantee towards the Guarantee clause</p> <p>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. <del>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.</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 favor of Udupi Cochin Shipyard Limited, Kochi.</p> <p>a.iv) The above SD/WBG is required or applicable only when the total order value</p>	

	(excluding taxes and duties) is Rs.20lakhs and above (or equivalent foreign currency). In case supplier have quoted Rs.20 lakhs and above in tender and indicated that BG as not applicable in the check list, the clause 15b shall be considered for further process.	
	<p>b) If the bidder is not agreeable to submission of SD/ warrantee bank guarantee as per UCSL general terms and conditions of enquiry, UCSL reserves the right to reject the offer at our discretion or 5% of total order value (excluding taxes and duties) will be added to the quoted price for tender comparison/ evaluation purpose on case-to-case basis for arriving the lowest bid.</p> <p>However, in cases where total quoted value is less than 20 lakhs, (i.e., split order etc.) and the order value of entire tendered items is more than Rs 20.0 lakhs, the aforesaid loading will be applied on individual items in following cases.</p> <ul style="list-style-type: none"> <li>• The bidder has not quoted for entire tendered quantity</li> <li>• UCSL has technically / commercially rejected a few items in the tender</li> </ul> <p>c) SD to be submitted within 2 weeks of receipt of order from yard.</p> <p>d) Format of bank guarantee along with enquiry to be agreed, in general</p> <p>e) Mode of receipt of bank guarantee is strictly through SWIFT mode from supplier bank to UCSL designated bank (for overseas bidders)</p>	
16	<p><b>Risk Purchase:</b> 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 fully 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. 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.</p>	
17	<p><b><u>Liquidated Damage:</u></b></p> <p>In case of delay in supply of ordered materials beyond the stipulated delivery period, which is not attributable to UCSL, supplier is to pay Liquidated Damages (and not by way of penalty) a sum equivalent to ½% (half percent) per week or part of the week of the total basic price in case of Machinery/Equipment and of basic price of materials delayed-in all other cases, subject to a maximum of 10% of the total basic price of undelivered material/10% of total basic price of machinery/equipment (Total basic price is the order value excluding freight, taxes, other charges etc.). Further, GST will be applicable upon LD and the same also will be deducted along with LD. However, LD applicability is without prejudice to UCSL right to terminate contract for delayed delivery or other actions as per clause 16.</p>	
18	<p><b><u>Warrantee</u></b></p> <p>a) The manufacturer shall warrant the equipment / accessories (except wear and tear parts and consumables) against damage or failure due to defects in design, material, performance and/ or workmanship for Thirty-Six (36) months from the date of commissioning &amp; final acceptance by UCSL. Should such damage or failure occur within that period, the manufacturer shall replace or repair the defective parts at his cost and responsibility and has to ensure the performance of the system to the same status of "as commissioned".</p> <p>b) Further to equipment guarantee, replaced/repared items shall be guaranteed for 12 months from date of repair/replacement.</p>	

19	<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.	
20	<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 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.	
21	<b><u>Indian Agent:</u></b> 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	
22	<b><u>PRICING:</u></b> a. <del>Overseas firms should quote prices both on FOB and C&amp;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&amp;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.</del> b. Exchange rate variation will not be applicable and the prices shall be fixed for an order within validity period in the case of indigenous orders. c. Offer to be submitted in INR Currency only. d. <del>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>	
	<b>e. Prices should be valid for acceptance for a period of four months from the date of tender opening.</b>	
	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 offers 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.	
	L1 computation shall be based on total cost of all items, including cost of spares as per tender & Class/certification charges, if any required (excluding GST/IGST). For all import consignments directly imported in CSL's name/or on High Seas Sale agreement, customs duty is not applicable at import clearance. Customs clearance at Chennai port and transport till UCSL stores shall be to UCSL account.	
23	<p><b><u>Integrity Pact:</u></b></p> <p>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.</p> <p>The above is applicable when the total basic price is above Rs. 100.0 lakhs. (Present limit)</p>	

24	<p><b><u>Grievance Redressal Committee:</u></b>  As an alternate dispute redressal or reconciliation mechanism (other than arbitration clause), Cochin Shipyard has constituted Grievance Redressal Committee. Currently following executives of the committee may be contacted for the settlement of disputes, if any, arising out of all contracts.  a) Mrs. Anjana KR, GM (Design)  b) Mr. Bindu Krishna, Assistant General Manager (Legal)  c) Mr. Shibu John, General Manager (Finance)</p>	
25	<p><b>SUB CONTRACTING AND ASSIGNMENT</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>	
26	<p><b><u>General:</u></b> a. Prior to price bid opening, UCSL is at liberty to take the credit rating of bidders at our cost on case-to-case basis, and to include the same during the evaluation of the tender.</p>	
	<p>b. Deviations, if any in the techno-commercial offer from that of the tender enquiry in any form should be clearly furnished in a separate document titled as “List of Deviations”, failing which it will be presumed that all the terms and conditions are acceptable.</p>	
	<p>c. The Part I Eligibility criteria will be opened on the initially on the due date of the tender, followed by the techno-commercial part of the eligible bidders. The price part will be opened only after evaluation of the Techno commercial part. Date of opening of the price part will be intimated to those firms whose Techno- commercial bids would be acceptable after the evaluation. Suppliers are allowed to depute their authorized representative to be present at the time of opening of Price Bid of their tender only. <del>In case of E Tender, suppliers shall not depute their representative to UCSL. However techno-commercially qualified supplier can view the price details in UCSL E-procurement portal after opening the price bid</del></p>	
27	<p><b><u>P.O:</u></b> - a. In the event supplier's offer leads to an agreement to effect supplies, a formal purchase order shall be issued by UCSL on the basis of agreed terms and conditions of tender.</p>	
	<p>b. Upon placement of order (by post or mail) the supplier shall submit the acknowledgement (ie: signed and stamped original/ scanned soft copy by mail) as a token of acceptance of order within 15 days. In case UCSL doesn't receive the above, it will be deemed as accepted.</p>	
28	<p><b><u>SUPPLY:</u></b> - a) UCSL reserve the right to inspect the goods after receipt at UCSL store / prior to dispatch (by UCSL or UCSL authorized agency at yard cost). Short supply / Mismatch / Replacement of Defective items / those not meeting agreed / contractual specification/ Items failing during commissioning shall be sent on air freight/ DDP basis courier freight prepaid/delivered at UCSL store. The customs clearance charges of above shall be to supplier account.</p>	
	<p>b) Replacements during guarantee period to be sent on Duty and all taxes paid basis to location as required by yard/vessel owner with all expenses to supplier account.</p>	
	<p>c) Defective items, if any, after receipt shall be sent back on cost, carriage, handling and insurance prepaid basis including re-export (wherever desired by supplier) to be arranged by supplier. Defective items shall be returned after receipt of replacement item. Supplier shall replace all/ part of items as applicable, in case of rejection, within 4 weeks of reporting the defect, without any additional cost to UCSL. In case the defective materials are not taken back within the said period, UCSL reserves the right to dispose the same without further intimation.</p>	

	d) The supplier shall compensate UCSL for loss on account of shortage in quantity and number of pieces received than that indicated in the bill of lading provided the UCSL's claim is rejected by the insurance due to any fault of supplier. Such claims, if any, shall be supported by recognized surveyors report. The supplier shall also compensate for losses, if any sustained by the UCSL due to defective packing and/or marking of the goods not in accordance with the terms of contract. The time limits for filing claims under clauses above shall be generally 180 days from the date of complete discharge of goods.	
29	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.	
30	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.	
31	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	
32	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.	
33	<del>UCSL has an option of receiving two more similar projects within 15th July 2021 and upon exercise of this option by owner yard will confirm the same quantity of item to supplier within 15th July 2021 or earlier. Therefore the price offer shall consist the prices for current projects as well as the discounted prices applicable for these optional projects with validity to confirm the order till 15th July 2021. However the L1 determination shall be purely based on current confirmed quantity.</del>	
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		
34.A	Requirement of registration	
1	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with competent authority as per C below. In works contracts, including turkey contracts, contractors shall not be allowed to sub contract works to any contractor from a country which shares a land border with India unless such contractor is registered with Competent authority. Relevant certificate to be submitted by bidder from a country which shares land border with India except for bidders to which Govt of India has extended lines of Credit or in which Govt of India has development projects, along with the offer as proof of registration with competent authority, failing which the offer will not be considered. A certificate is to be submitted by the bidder for compliance with the order referred above along with tender documents for consideration of offer (Wordings are as per Clause below). If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.	
2	Wordings of certificate to be submitted along with tender documents for Works involving possibility of sub-contracting	
	I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that this bidder is not from such a country or if from such a country has been registered with the competent authority and will not subcontract any work to a contractor from such countries unless such contractor is registered with the competent authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (Evidence of valid registration by the competent	

	authority shall be attached wherever applicable)	
B	Validity of registration	
1	Registration should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder is validly registered at the time of acceptance /order placement, registration shall not be a relevant consideration during contract execution.	
C	Competent authority and Procedure for registration	
1	The competent authority for the purpose of registration under the order shall be Registration committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT). Details of the committee and procedure for registration and restrictions shall be as per Ann I of the Order - Public Procurement no 1 dt 23.7.2020 issued by Ministry of Finance, department of Expenditure.	
D	Definition of Bidder and Bidder from a country sharing land border with India	
1	Bidder is defined as any person or firm or company including any, member of a consortium or joint venture, every artificial, juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.	
2	"Bidder from a country which shares a land border with India" for the purpose of this Order means:- a) An entity incorporated, established or registered in such a country; or b) A subsidiary of an entity incorporated, established or registered in such a country; or c) An entity substantially controlled through entities incorporated, established or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A constitution or joint venture where any member of the consortium or joint venture falls under any of the above.	
3	Type of business entity (Private Limited Company/ Public Limited Company/ Sole Proprietorship/ One Person Company/ Partnership/ Limited Liability Partnership/ Joint Venture/ Trust/ NGO) In case of incorporated entity - to attach certificate of incorporation	
	Beneficial Owners - as defined in the Department of Expenditure Order (Public Procurement No.1) issued vide No. F.No.6/18/2019-PPD dated 23rd July, 2020. Details of all beneficial owners having entitlement of more than 01% of shares or capital or profit to be given, in the format as given in Annexure-I duly certified by practicing Chartered Account in India.	
	<b>Preference to Make in India</b> 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.	

	<b>Purchase preferences for Class I local suppliers</b>	
35	In the procurement of goods/works covered under 2 above and which are divisible in nature, Class I local supplier shall be eligible for Purchase preference over Class II/Non local supplier as per following	
	If L1 bid is not a Class I local supplier, 50% of the order quantity shall be awarded to L1. Thereafter the lowest bidder among Class I local supplier will be invited to match the L1 price for the remaining 50% quantity subject to Class I local supplier quoted price falling within 20% margin. Contract for that quantity shall be awarded to such Class I local supplier subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price or accept less than offered quantity, next higher Class I local supplier within 20% margin shall be invited to match the L1 price for the remaining qty and so on. If some quantity is left uncovered on Class I local supplier, such balance quantity shall be ordered on L1 bidder.	
	For procurements that are not divisible in nature and in procurement of services evaluated on price alone, Class I local supplier shall get purchase preference over Class II/Non local supplier as per below	
	If L1 is not a Class I local supplier, lowest bidder among Class I local supplier will be invited to match L1 price subject to Class I local supplier quoted price falling within 20% of L1 price and contract will be awarded to such Class I local supplier, subject to matching L1 price. In case such lowest eligible Class I local supplier fails to match L1 price, procedure same as para 3 above will be opted. In case none of Class I local suppliers within 20% margin matches L1 price, contract shall be awarded to L1 bidder. The purchase preference as above will be only for Class I local supplier and Class II local supplier will not be eligible for any Purchase preference	
	Local content requirement to categorize a supplier as Class I/Class II/Non local supplier shall be as per below. Definition of local content shall be as per order dt 4.6.2020 ie amount of value added in India which shall be the total value of the item procured (excluding net domestic indirect taxes) minus the value of import content in the item (including all customs duties) as a proportion of total value in percentage.	
	Class I -Local content equal to or greater than 50%	
	Class II-Local content greater than 20%, less than 50%	
	Non-local -Local content less than 20%	
	<b>Declaration of local content</b>	
	Class I local supplier /Class II local supplier at the time of tender shall indicate % of local content and provide self-certification that offered item shall meet the local content requirement for Class I/Class II as applicable including details of locations at which local value addition is made.	
	In case of procurement for a value in excess of Rs 10.0 Crores Class I/Class II local supplier is to provide a certificate from statutory auditor/cost auditor (for companies) /practicing cost accountant/Chartered accountant (suppliers other than companies) indicating % of local content	
	Verification of the Certificates issued by the bidder shall be carried out by CSL on random basis. False declarations will attract actions as stipulated in the order referred, including other actions as permissible by law.	
	Exemption is applicable from provisions of order for purchases with estimated values less than Rs 5.0 lakhs	
	Notwithstanding above, exemptions for meeting local content as per relevant Clause of order dt 4.6.2020 and as amended from time to time shall apply.	



**PRICE BID FORMAT**Tender Enquiry No: **UCSL/MAT/2023-24/820**

Tender Enquiry Date: 25.01.2024

Vessel/ Project: UCSL Yard

Sl. No		DESCRIPTION	UOM (a)	Quantity (b)	Unit Rate (c)	Total Price (b) × (c)
Part A	1.	Design, Engineering & Supply of MBBR based Sewage Treatment Plant of capacity 15 KLD	Set	1		
	2.	Packing & Forwarding Charges / FOB Charges				
	3.	Freight Charges				
	4.	Other Charges, if any (specify)				
		<b>Total Basic Charges for Part A</b>				
Part B	5.	Proving a qualified operator (8hrs × 2 shifts) at the yard from official date of commissioning the STP to demonstrate the operation and for providing training to yard personnel	Per Month	12		
		<b>Total Basic Charges for Part B</b>				
Part C	6.	Installation, Testing and Commissioning Charges (including Civil works and required consumables)	LS	1		
		<b>Total Basic Charges for Part C</b>				
		<b>Total Basic Price (Part A + B +C)</b>				
7.	Transit Insurance and Unloading Charges		BY UCSL			
8.	GST (as applicable)					
9.	Currency Quoted					
10.	HSN CODE					
11.	Total Order Value (FOR UCSL STORES PRICE)					

12.	Delivery Period required at UCSL Stores	Within 90 days from the date of PO for supply and commissioning
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Signature :

Name & Address of the firm :

**Important Note:**

1. Un-priced Bid, to be submitted along with techno commercial bid with details like percentage of taxes & duties applicable and showing whether "Amount quoted/ Nil/ Included/ By UCSL" against respective column. Confirmation regarding exercising the option shall be provided during finalization of the purchase order.
2. The price quoted in part A, B & C above will be added and the bidder who has quoted the aggregate lowest will be declared the Lowest Bidder.
3. The Tender document technical specifications to be referred prior quoting the prices, the quantities and other technical specifications along with the scope of installation to be noted.
4. Installation, testing and commissioning of the unit is mandatory to consider the offer.
5. Detailed Bill Of Material (BOM) shall be submitted along with the un-priced bid with details of each item including makes if any, quantity, specifications etc.
6. Detailed Spare List for two years (during the warranty period) should be submitted along with the price bid, and the un-priced bid of the spare list to be submitted along with the Techno-commercial bid. The validity of the spares should be valid for a period of 5 years. Please note that prices for the spare will not be considered for L1 determination.
7. The Operator charges for twelve months to be provided in part B. This rate will be considered for L1 determination, However UCSL at its own discretion may reduce or increase the tenure of the support period. So, the prices quoted in part B to be valid till the completion of the warranty period.
8. All Civil works, required spares and consumables including chemicals and necessary piping works shall be considered prior to quoting.

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.

## **PRE-CONTRACT INTEGRITY PACT**

### **UDUPI COCHIN SHIPYARD LIMITED**

#### **General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on 26<sup>th</sup> day of the month of July 2022 between, on one hand, the President of India acting through Assistant General Manager, Udupi Cochin Shipyard Ltd (UCSL) having its registered office at Malpe, Udupi – Karnataka, India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s....., represented by Shri xxxxx, General Manager (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to 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 PSU performing its functions on behalf of The President of India.

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

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

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

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

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

#### **Commitments of the PRINCIPAL**

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

- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.
3. **Commitments of BIDDERS**

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.

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

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

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

**4. Previous Transgression**

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

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

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

**6. Sanctions for Violations**

- 6.1** Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-



- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of UCSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

**6.2** The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

**6.3** The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

## **7. Fall Clause**

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

## **8. Independent Monitor**

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

(i) Shri. Om Prakash Singh, IPS (Retd.),  
Flat No. D-801, Prateek Stylome,  
Sector-45, Noida,  
Uttar Pradesh – 201301  
Mob: 9818564455  
Email: Ops2020@rediffmail.com

(ii) Shri. Jagadip Narayan Singh, IAS (Retd.),  
C-54, Bharatendu Harischandra Marg,  
Anand Vihar, Delhi – 110092.  
Mobile: 9978405930  
Email: jagadipsingh@yahoo.com

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

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

- 8.4** Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5** As soon as the Monitors notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.
- 8.6** The PRINCIPAL accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitors, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitors shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 8.7** The PRINCIPAL will provide to the Monitors sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitors the option to participate in such meetings.
- 8.8** The Monitors will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

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

**10. Law and Place of Jurisdiction**

- 10.1** This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.
- 10.2** A person signing Integrity Pact shall not approach the Courts while representing the matters to Independent External Monitors and shall await their decision in the matter.

**11. Other Legal Actions**

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

**12. Validity:**

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

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

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

**PRINCIPAL**

Name of the Officer

Dept./MINISTRY/PSU

**BIDDER**

Designation

Witness

1.....

2.....

Witness

1.....

2.....

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