

TENDER NO: UCSSL/CC/T/CIVIL/324 DT: 04-02-2025

**TENDER FOR OFFICE CIVIL WORKS AT UCSSL MALPE
FACILITY**



UDUPI COCHIN SHIPYARD LIMITED

**UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108**





UDUPI COCHIN SHIPYARD LIMITED
Tender for Office Civil Works at Malpe Facility
UCSL/CC/T/CIVIL/324 DT: 04TH FEBRUARY 2025

TENDER NOTICE

Tender No. & date	UCSL/CC/T/CIVIL/324 DT: 04 TH FEBRUARY 2025
Name of work	CIVIL WORKS AT UCSSL MALPE OFFICE GROUND FLOOR
Site-Visit	07 TH FEBRUARY 2025 (FRIDAY), 11:00 HRS
Last date & time of receipt of tender	11 TH FEBRUARY 2025 (TUESDAY), 16:00 HRS
Date & time of opening of Technical Bid (Part-I)	11 TH FEBRUARY 2025 (TUESDAY), 16:00 HRS

1. Password protected quotations in the prescribed form is invited from bidders for the work specified above, subject to the terms and conditions as mentioned in the annexure to the tender enquiry so as to reach the undersigned by email or through postal mode, as mentioned on or before the date and time as stipulated.
2. Pre-bid is scheduled on 07th February 2025 at UCSSL-Baputhotta facility, the same is mandatory and the bidders who are attending the pre-bid will only be considered for further process for considering the bids being submitted, the bidders can also attend through online mode also, however to avail this, the bidder should send email request to contractcell@udupicsl.com on or before 06th February 2025.

3. The following shall be submitted along with the quote: -

PART- I: TECHNICAL BID

- a. **Tender document duly signed on all pages** - Including Terms & conditions and Scope of work placed at Annexure I.
- b. **The Techno commercial Check List** at Annexure V to be filled up completely and duly signed.
- c. Duly filled form at Annexure – II & III.
- d. **Unpriced Price bid** (Price bid without price and marked as “QUOTED”) to be submitted along with Part-I.

PART-II: PRICE BID

- a. The price bids shall be prepared based on the price bid format at Annexure IV.

4. Mode of Submission of Quote:

- i. Bid shall be submitted as **Password Protected Zip File** in two parts.
Part I: Technical Bid – with all enclosures and annexures as mentioned in Para 2 above
Part II: Price Bid.





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- ii. The files are to be forwarded as Two (2) separate password protected Zip files to **contractcell@udupicsl.com**
 - iii. **Part I and Part II are to be protected with separate and distinctly different passwords.**
 - iv. The Bids will be opened on online mode during which the bidder will be advised to share the password through SMS with which the technical bid will be opened.
 - v. The price bids will be opened after technical evaluation and **only the technically qualified bidders will be invited for opening of price bids** which shall also be conducted on online mode as below.
 - vi. The bidders can also attend the bid opening physically at Udupi Cochin Shipyard Limited, Baputhotta Ware house complex Office, Udupi, Karnataka.
 - vii. The contractors can also submit the quotations in sealed covers (Two-Bid) – as separate sealed covers for Technical Bid and Price bid, both enclosed in a common sealed cover to reach the below mentioned address before the stipulated time.
5. The bidders shall ensure the receipt of bids at contractcell@udupicsl.com An acknowledgement mail shall be sent to the bidders on receipt of bids. UCSL takes no responsibility for delay, loss or non-receipt of tenders by mail by the stipulated time.
6. The tender should be addressed to the **Assistant General Manager (Materials & Contract Cell), Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udupi-576 108, Karnataka, India.**
7. No deviations on the tender conditions will be accepted, and bids with deviations will be considered technically disqualified. The acceptance of a tender or part thereof will rest with the Assistant General Manager (Materials & Contract Cell), Udupi Cochin Shipyard Limited and reserves the authority to reject the tender received without assigning any reason.
8. Contact Person: Mr. Shashikanth Kotian (Admin Dept) Ph No: +91 9945138725.
Mr. Akhil R P, Manager (Contract Cell) Ph No: +91 8129624129.

Assistant General Manager (Materials & Contract Cell)

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





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TERMS AND CONDITIONS

TENDER FOR OFFICE CIVIL WORKS AT MALPE FACILITY

1. DESCRIPTION OF WORK

- 1.1. This tender pertains to the awarding of Construction of New office (Ground Floor) at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe Facility, Karnataka.
- 1.2. Work to be carried out at UCSL Malpe facilities, @ Ground floor.
- 1.3. The Agencies are advised to familiarize themselves with the site conditions before quoting.
- 1.4. Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and UCSL, before submitting/ Finalizing their offer.

2. MINIMUM QUALIFICATION CRITERIA FOR PARTICIPATING IN THE TENDER WILL BE AS FOLLOWS:

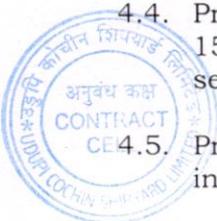
- 2.1. The contractor shall have successfully completed similar nature of jobs at Govt/PSU/Private organizations.
- 2.2. Offers from joint ventures/consortium will not be accepted.
- 2.3. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by UCSL or by any of the Public Sector Undertaking or Government department etc.

3. METHOD OF AWARDING CONTRACT

- 3.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure V) and emerging as L1.
- 3.2. UCSL also reserves the right to split the work orders to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 3.3. UCSL reserves the right to cancel the tender if required.

4. SCOPE OF WORK

- 4.1. Work to be carried out at UCSL Malpe facility (Ground floor).
- 4.2. Providing and constructing 150mm thk block masonry walls using cement concrete solid blocks of size 400*200*150mm size in CM1:6 including the cost of all material, cut lintels, scaffolding, labour, curing etc.
- 4.3. Providing and applying 15mm thick cement plastering in CM 1:4 for internal masonry walls including the cost of materials, labour, scaffolding, curing et.,
- 4.4. Providing and applying 25mm thick cement plastering in CM 1:4 in two coats of 15mm and 10mm with waterproofing admixture for external masonry walls in the second-floor level including the cost of materials, labour, scaffolding, curing etc.
- 4.5. Providing and fixing vitrified tiles of size 600*1200mm as flooring in tile adhesive including the cost of all materials, labour, curing, grout packing etc.





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- 4.6. Providing and installing fiber cement board false ceiling to the existing roof structure including the cost of all materials, labour, required scaffolding, necessary cuttings for electrical fittings etc.
- 4.7. Providing and applying one coat primer and two coats of emulsion paint for both internal and external walls including the cost of materials, labour etc.
- 4.8. Providing and installing FRP doors with frames (150mmx75mm frame thickness) including the cost of all the door fittings, labour, transportation, etc.
- 4.9. Providing and installation of design Aluminium door for the main entrance with partial glass in the shutter, as per the design provided, including the cost of all materials, all door fittings, labour, transportation etc.
- 4.10. Providing and installation of two track Aluminium windows with powder coated sections including the cost of all materials, labour, transportation etc.
- 4.11. Demolition of laterite masonry walls, floor and tiles (two cut opening for doors) and finishing work with plastering work, demolition of exiting concrete foundation and filing of exiting trench inside the proposed area in ground floor and shifting all the debris outside the UCSL premises, removing of rolling shutters etc.
- 4.12. Providing and installation, wiring of Electrical items as per the indicative quantum of work.
- 4.13. Providing and Construction of New Toilet as per the indicative quantum of list.
- 4.14. Providing and installation of plumbing items as per the indicative quantum of list.
- 4.15. Providing and installing FRP doors with frames (150mmx75mm frame thickness) including the cost of all the door fittings, labour, transportation at existing toilet.
- 4.16. Demolition of laterite masonry walls, floor and wall tiles and shifting all the debris outside the UCSL premises.
- 4.17. Mobilization of entire labour / Workmanship (Skilled/Semiskilled/Unskilled) required for the construction of the movable shed in accordance with the specifications and drawings provided by UCSL.
- 4.18. Project Execution, supervision, management, and reporting of all the tasks/activities associated with the works as above.
- 4.19. Ensuring best housekeeping practices to keep the work premises neat and clean.
- 4.20. Loading & Unloading of the supplied materials will be under the scope of contractor.

5. SCOPE OF UCSL

- 5.1. Supply of electricity and water during execution of the scope of works at the UCSL site shall be provided by UCSL.
- 5.2. Crane/Hydra at UCSL premises will be provided by UCSL.





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6. ADDITIONAL WORK

- 6.1. This is a turnkey job and any additional work up to 5% growth of work is to be envisaged and is to be undertaken without any additional price impact.
- 6.2. Any minor modifications, resulting at the time of final inspection of work to be carried out by the Contractor free of cost. In case of rework/ modification/ additional work, written consent is to be obtained from the officer in charge before the commencement of the work.
- 6.3. Contractor shall carry out the complete work in accordance with Engineer In-charge. Any minor modifications or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
- 6.4. The contractor shall be responsible for any damage caused to the material supplied by UCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.

7. INDICATIVE QUANTUM OF WORK WITH BOQ

Abstract Estimate for construction of new office at Malpe- Ground Floor						
Sl No.	Particulars	Nos	Length (m)	Unit Weight	Total weight	UOM
1	Additional pillars in all the corner and Centre.					
	ISMB250	7	4	37.3	1044.40	KG
2	Main beams for Platform					
	ISMB 200	3	10	25.4	762.00	KG
		3	8	25.4	609.60	KG
3	Intermediate beams for OHT platform					
	ISMB 125	6	8	13.35	640.80	KG
	Additional for OHT platform ISMB125	6	10	13.35	801.00	KG
4	MS HR sheet 6mm thick	1	80	47	3760.00	KG
5	Base plates for Column -beam junctions	18	0.09	78.5	127.17	KG
	300*300*8mm					
					7744.97	KG
6	Finishing Coat: Apply two coats of anticorrosive epoxy to 200 microns min. of 2 Coats. (2x100 =200 Microns. Primer Coat: Apply single coat of PU coat in 50 microns. The total DFT of paint works must be 250 microns				200.00	m2
	Anchor bolts for column fixing M16*150mm dia 4Nos. for each column Total 16 Nos.					





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Abstract estimate for construction of new office at Malpe-CIVIL							
Sl No.	Work Description	Nos	Length (m)	Width (m)	Height (m)	Quantity	UOM
1	Providing and constructing 150mm thk block masonry walls using cement concrete solid blocks of size 400*200*150mm size in CM1:6 including the cost of all material, cut lintels, scaffolding, labour, curing etc., complete	1	4.6		4.5	20.7	
		1	4.6		4.5	20.7	
	Windows	-2	2		1.5	-6	
						35.4	Sqm
3	Providing and applying 15mm thick cement plastering in CM 1:4 for internal masonry walls including the cost of materials, labour, scaffolding, curing etc., complete.	1	4.6		4.5	20.70	
		1	4.6		4.5	20.70	
	Windows	-2	2		1.5	-6.00	
						35.4	Sqm
4	Providing and applying 25mm thick cement plastering in CM 1:4 in two coats of 15mm and 10mm with waterproofing admixture for external masonry walls in the second-floor level including the cost of materials, labour, scaffolding, curing etc., complete.	1	4.6		4.5	20.70	
		1	4.6		4.5	20.70	
	Windows	-2	2		1.5	-6.00	
						35.4	Sqm
5	Providing and fixing vitrified tiles of size 600*1200mm as flooring in tile adhesive including the cost of all materials, labour, curing, grout packing etc., complete. (With Spacers and epoxy grouting in toilets)	1	9.15	7.7		70.46	
	Flooring	1	9.15	7.7		70.46	Sqm
		2	2.5	2.1		10.50	Sqm
						10.50	Sqm
6	Providing and installing fibre cement board false ceiling to the existing roof structure including the cost of all materials, labour, required scaffolding, necessary cuttings for electrical fittings etc., complete.	1	9.15	7.7		70.46	
		2	2.5	2		10.00	
						80.46	Sqm





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7	Providing and applying one coat primer and two coats of emulsion paint for both internal and external walls including the cost of materials, labour etc., complete. Internal paint- Asian paints tractor emulsion or equivalent External paint - Asian paints Apex or equivalent	2	10	4	80.00	
		1	10	8	80.00	
		2	7.7	4	61.60	
	Stair room					
	Doors, D					
		-2	1.2	2.1	-5.04	
					216.56	Sqm
8	Providing and installing FRP doors with frames (150mmx75mm frame thickness) including the cost of all the door fittings, labour, transportation, etc., complete.	2	1	2.1	4.20	
					4.20	Sqm
9	Providing and installation of design Aluminium door for the main entrance with partial glass in the shutter as per the design provided including the cost of ll materials, all door fittings, labour, transportation etc., complete.	2	1.5	2.1	6.30	Sqm
10	Providing and installation of two track Aluminium windows with powder coated sections including the cost of all materials, labour, transportation etc., complete.					
	Aluminium windows	4	2	1.5	12.00	
	ventilators	2	0.6	0.6	0.72	
					12.72	
11	Demolition of laterite masonry walls, floor and tiles (two cut opening for doors)and finishing work with plastering work .2. demolition of exiting concrete foundation and filing of exiting trench inside the proposed area in ground floor and shifting all the debris outside the UCSL premises .3. Removing of rolling statures, etc.					
12	Electrical works					
	2ftx2ft LED ceiling lights	4				
	6" dia round LED lights	8				
	2ft tube light LED	8			8.00	
	3 socket switch boxes (RAW+UPS)	66			66.00	
	15A AC points	8			8.00	
	Complete wiring - concealed					

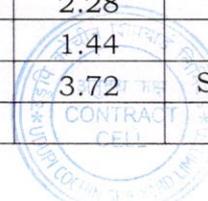




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INDICATIVE SCOPE OF WORK WITH BOQ FOR PROPOSED NEW TOILETS IN MALPE

Si No.	Work Description	No.s	Length(m)	Width(m)	Height(m)	Quantity	UOM
1	Providing and constructing 150mm thk block masonry walls using cement concrete solid blocks of size 400*200*150mm size in CM1:6 including the cost of all material, cut lintels, scaffolding, labour, curing etc., complete						
		3	2.5		2.7	20.25	
						20.25	Sqm
2	Providing and applying 15mm thick cement plastering in CM 1:4 for internal masonry walls including the cost of materials, labour, scaffolding, curing etc., complete.						
		4	2.5		3	30.00	
						30	Sqm
3	Providing and fixing vitrified tiles of size 600*1200mm as flooring in CM 1:6 including the cost of all materials, labour, curing, grout packing etc., complete. (With Spacers and epoxy grouting in toilets)						
	Flooring	3	2.5	1.2		9.00	
						9.00	Sqm
4	Providing and fixing vitrified tiles of size 600*1200mm for block masonry walls including, the cost of all materials, labour, curing, grout packing etc., complete.						
		6	2.5	2.7		40.50	Sqm
	male	3	1.3	2.7		10.53	Sqm
						51.03	Sqm
5	Providing and installing gypsum board false ceiling to the RCC slab including the cost of all materials, labour, required scaffolding, necessary cuttings for electrical fittings etc., complete.						
	Flooring	3	1.3	2.5		9.75	Sqm
6	Providing and installing FRP doors with frames (150mmx75mm frame thickness) including the cost of all the door fittings, labour, transportation, etc., complete.						
		3	0.75		2.1	4.73	
						4.73	Sqm
7	Providing and installation of two track Aluminium windows with powder coated sections including the cost of all materials, labour, transportation etc., complete.						
	Aluminium partition box	1	3.8	0.6	0.6	2.28	
	ventilators	4	0.6		0.6	1.44	
						3.72	Sqm





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8	Demolition of laterite masonry walls, floor and wall tiles and shifting all the debris outside the UCSL premises						
9	Plumbing works All sanitary wares- Hindware, Parryware, CERA ALL CP fittings - CERA, Jaquar, JAL (including all fitting)						
	Wall mounted EWC with flush Valve& fittings upto pit	2				2.00	
	IWC with flush tank& fittings	2				2.00	
	Urinals partitions	2				2.00	
	Washbasin with fittings	2				2.00	
	Urinals with fittings	3				3.00	
	Long body bib cocks	3				3.00	
	Towel rod	3				3.00	
	75mm PVC waste line	1	10			10.00	
	Floor traps	3				3.00	
	Mirrors - 450x750	2				2.00	
	110mm pvc line	3	5			3.00	
10	Electrical works Makes- Anchor, RR, Havells, GM						
	6" dia round LED lights	6				6.00	
	2ft tube light LED	3				3.00	
	8" exhaust fans	3				3.00	
	Complete wiring - concealed						
	ALL switch boxes and switches						

8. VALIDITY

8.1. The offer shall be valid for a period of Six (06) months and no escalation in rate shall be allowed by UCSL on whatsoever reason.

9. SCHEDULE OF COMPLETION OF WORK:

9.1. Structural work to be completed over within 45 days duration from the date of issue of the Work Order.

9.2. The contractor must submit a detailed schedule of work with different stages of activities to UCSL before the commencement of work.

10. WORK PROGRESS AND SCHEDULE:

10.1. The work shall commence and be completed as per the schedule of completion indicated art clause no. 9 above.

10.2. The work is urgent and hence the contractor should start the work within 7 days from the issue of workorder.





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11. RATE:

11.1. Rates are to be quoted in the Price Bid Format at Annexure IV attached herewith.

12. PAYMENT TERMS:

12.1. Payment will be done in Three (03) stages:

STAGE-I:

20% of the total contract value, against completion of brick masonry works as per BOQ.

STAGE-II:

40% of the total contract value on completion of plastering works and laying of tiles in all respect as per BOQ.

STAGE-III:

40% of the total contract value on completion of all scope of works as per BOQ.

12.2. Payment shall be made within 30 days from the date of submission of bill on actuals based on the certified measurement and work completion certificate from the executing UCSL officer.

12.3. Invoice shall be submitted with necessary work completion certificate duly certified by UCSL representative on actuals.

12.4. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

13. TAXES & DUTIES

13.1. GST shall be applicable extra on the prescribed work. You are requested to furnish the following details in the invoice/Bill.

- Applicable rate of GST/SAC Code
- Firms GST Reg. NO.
- Service accounting code (SAC) as prescribed by statutory authorities.
- GST Reg. No. of Udupi Cochin Shipyard Limited(**29AAACT1281B1ZO**).

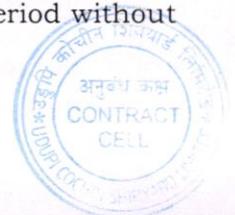
14. LIQUIDATED DAMAGES

14.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in engagement of manpower as per the requirement, for any reason other than force majeure conditions, will be recovered at the rate of half percent of the value of the contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.

14.2. For better clarity, order values mentioned in LD clause are values excluding duties and taxes (Basic value). Liquidated damages, if any, shall be decided and settled only after the completion of the entire project but prior to the release of Final stage Payment.

14.3. If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to UCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.

14.4. Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period without any additional cost to UCSL.





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15. SECURITY DEPOSIT

15.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released on certification of satisfactory completion of the contract and no liability to UCSL by Officer-in charge. The Security Deposit retained will not bear any interest.

16. PERFORMANCE GURANTEE

- 16.1. The complete work carried out by the contractor shall be guaranteed against defective on poor workmanship for a period of Six months from the date of completion of work, whichever is earlier. Any work found defective during this period is to be repaired entirely at the contractor's cost and such repaired items shall be guaranteed for a further period of three months from the date of repair.
- 16.2. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor-quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by UCSL for rectifying the defect.
- 16.3. Towards this, a performance guarantee equivalent to 5% of the value of the contract to be furnished by the contractor on completion of the works by way of a bank guarantee (in approved proforma of UCSL) from a nationalized bank valid till the expiry of the guarantee period. In case the contract fails to submit the PG in time, SD mentioned at Clause 11 will be retained till the expiry of guarantee period.

17. POWER OF ATTORNEY:

- 17.1. The tenderer(s) shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.
- 17.2. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

18. TERMINATION & LIMITATION OF LIABILITY:

- 18.1. This contract may be terminated upon the occurrence of any of the following events
- 18.2. By agreement in writing of the parties hereto;
- 18.3. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within fifteen (15) 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;
- 18.4. By the other party, upon either party;
- i. Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
 - ii. Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - iii. Ceasing to do business for any reason.
- 18.5. For fraud and corruption or other unacceptable practices.





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- 18.6. 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.
- 18.7. UCSL may by notice in writing to Agency to terminate the order after issuing due notice i.e., 30 days' notice period. UCSL shall be entitled to compensation for loss limited to the order value.
- 18.8. Liability maximum that can be claimed by the Agency shall be limited to what is due to be and has been paid by UCSL for work done as per the payment milestones and limited to work order value.

19. ARBITRATION & JURISDICTION

- 19.1. 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 Committee as per relevant clause of the Contract.
- 19.2. 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 arbitrator 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.
- 19.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 19.4. Language of Arbitration: The Language of arbitration shall be English.
- 19.5. Governing Law: The contract shall be governed by Indian Law
- 19.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

20. SUB CONTRACTING AND ASSIGNMENT:

- 20.1. Contractor shall not assign or transfer the Purchase Order/ Work Order or any share or interest therein in any manner or degree to any third party without the prior written consent of UCSL.
- 20.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of UCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor 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/ Work Order.





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21. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 21.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 21.2. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of UCSL.

22. CANCELLATION OF ORDER AND RISK CONTRACTING

- 22.1. In the event the Agency fails to complete the work promptly and satisfactorily as per the terms of the order, and if any work is delayed beyond thirty (30) days from the agreed schedule, UCSL, without prejudice, reserves the right to cancel the order and get the work done at Agency's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.
- 22.2. UCSL also reserves to right to impose penalties ranging from Rs. 100 to Rs.500 to the employees of agencies and will be deducted from the bills, for any habitual offence on the cleanliness of uniforms, lack of obedience, not attending the tasks etc., and will be to the discretion of the Officer in charge for the work.

23. FORCE MAJEURE

- 23.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of God or any inevitable or unforeseen event beyond human control which will be construed as a reasonable ground for extension of time, UCSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

24. IMS GUIDELINES

24.1. UCSL implemented an Integrated Management System (IMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of UCSL.

- a) Meeting or exceeding customer requirements.
- b) Assuring quality of the products and service.
- c) Preventing occupational ill health & injuries.
- d) Ensuring safe work sites.
- e) Conserving natural resources.
- f) Preventing / minimizing air, water & land pollution.
- g) Handling and disposal of Hazardous wastes safely.
- h) Complying with statutory & regulatory and other requirements.
- i) Developing skills and motivating employees.

24.2. Occupational Health, safety & Environmental requirements of UCSL shall also include the following.

- a) The contractor (or a sub-contractor performing work on behalf of the contractor) is deemed to comply with the Occupational health, safety and environmental policy of the company and also to all operational controls/standard operating procedures and shall undertake the work in total compliance with the requirements of the established Integrated Management System (IMS) of the company.





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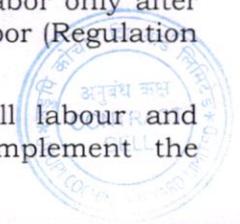
- b) The Contractor shall undertake the work in total compliance with all applicable legal/statutory requirements related to occupational health, safety and environment effective in the state of Karnataka.
- c) It is the sole responsibility of the contractor to assure that any sub-contractor/s who shall perform works in company lands/facilities/worksites on behalf of the contractor, is also following all requirements related to the Integrated Management System of the company and the health/safety/environmental Rules effective in the state.
- d) The contractor shall provide/implement and operate/practice all occupational health, safety and environmental management measures/facilities, for their period of contract, in their activities/at their work sites, which shall be required according to the IMS of the company or that required by the health/safety/environmental Rules established and effective in the state, at their own cost.
- e) If any contractor failed to comply with or violated any clauses/requirements of occupational health, safety and environmental Rules effective in the state, in their activities or at work sites and the same shall be exposed to the government or any competent authorities upon inspections, the contractor shall be solely responsible for all liabilities caused by his/her action and shall be responsible for paying the penalty and taking stipulated corrective actions insisted by the authorities within the specified time, at their own cost. Any liability to the company in this regard needs to be compensated by the contractor.
- f) Upon completion of the work, contractor shall clear the area and shall not leave any Occupational health/safety/environmental liabilities to the company, from their activities at the worksites.
- g) Any clarification related to IMS requirements of the yard, may be obtained by the contractor from the AGM (HSE) or the authorized representative of the contract, prior to the commencement of work.

25. SAFETY OF PERSONNEL AND FIRST AID

- 25.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. A copy of UCSL's "Safety Rules for Contractors (Revised)" is available with HSE department for reference.
- 25.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UCSL will not be responsible for any injury or illness to the Agency's workmen/other personnel during execution of the works due to whatsoever reasons.
- 25.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 25.4. The Agency shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labor for executing the works.

26. LABOUR LAWS AND REGULATIONS

- 26.1. The Agency shall undertake and execute the work with contract Labor only after taking license from the appropriate authority under the Contract Labor (Regulation & Abolition) Act 1970.
- 26.2. The Agency shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the





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provisions of the Factories Act, 1948, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Agency shall inform UCSL his license number from the Central Labour Commissioner.

- 26.3. All Persons, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as personnel in the Company. In Case 1, All such insured Persons should carry with them their ESI Identity Card for verification by the authorities. No Persons without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 26.4. The Agency shall submit the Labour Reports/Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Contract cell by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.
- 26.5. The Agency shall maintain the records viz. Muster Roll, Acquittance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 26.6. If the Agency fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, UCSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by UCSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by UCSL.
- 26.7. Any other amount payable under any law or in respect of any person employed by the Agency, if not paid by him, shall be deducted or adjusted by UCSL out of any amount payable to the Agency including any Security Receipt and paid ever or withheld for payment by UCSL.
- 26.8. The Agency shall be fully responsible for the conduct and discipline of the workmen employed by him in the Company premises. If such workmen commit any misconduct or criminal act inside the Company, the Agency shall take appropriate action against such workmen. The Agency shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 26.9. All persons who are engaged for various works in UCSL either directly or through Agency/contractors, should produce the following documents prior to issuing their entry passes:
- 26.10. Passport/Aadhaar attested copy of passport with photo and address particulars.
OR
Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)
- 26.11. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.
- 26.12. **Agency shall familiarize themselves with the labour rules & regulations.**





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27. OVERWRITING & CORRECTIONS

27.1. Tenders shall be free from overwriting or erasures. Corrections and additions, if any, shall be duly attested and a separate list of such corrections shall be attached with the offer.

28. OTHER TERMS & CONDITIONS

28.1. Quality of services shall conform to the specification/ standards laid down by UCSL.

28.2. UCSL reserves the right to accept / reject any offer.

28.3. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Officer-in-charge's decision will be final and binding on the bidder.

28.4. Compliance of all statutory safety requirements and other safety rules stipulated by UCSL and other applicable statutory bodies shall be the responsibility of the Agency while working at UCSL premises. The Agency should ensure that their workmen and staff are adequately covered under Insurance.

28.5. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Agency at his cost or proportional recoveries will be made from the Agency while passing their bills for payment.

28.6. The service provider shall have to engage men on round the clock basis and also on Sundays and holidays. Service has to be completed to the satisfaction of Udupi Cochin Shipyard Limited officer in-charge.

28.7. The service provider shall indemnify UCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at UCSL.

28.8. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.

28.9. The upper age limit of all workers and supervisors employed by the Agency and those Agency who do or supervise the job themselves shall be as per the prevailing rules of UCSL and shall comply to the requirements of this tender.

28.10. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.



POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

To
The Assistant General Manager (Materials & Contract Cell)
Udupi Cochin Shipyard Limited
Fishing Harbour complex, Malpe,
Udupi - 576 108.

Subject: Power of Attorney

Mr. / Mrs. / Ms..... (Name of the
Person(s)), domiciled
at.....(Addre
ss), acting as..... (Designation and name of the
company), and whose signature is attested below, is hereby appointed as the Authorized
Representative and authorized on behalf of.....
(Name of the company) to provide information and respond to enquiries etc. as may be required
by the Employer for the project of
(Project title) and is hereby further authorized to sign and file relevant documents in respect of
the above.

(Attested signature of Mr.)

For.....
(Name & designation)

(Company Seal)



UNCONDITIONAL ACCEPTANCE LETTER

(Unconditional acceptance to be given by in letter head)

ACCEPTANCE OF TENDER CONDITIONS

1. Tender Document no. UCSSL/CC/T/CIVIL/324 dated 04th February 2025 Tender for Office Civil works at UCSSL Malpe Facility, has been received by me/us and I/We hereby unconditionally accept the tender conditions of tender documents in its entirety for the above work.
2. It is further noted that it is not permissible to put any remarks/conditions in the tender enclosed in "Part-2 (price bid)". I/We agree that the tender shall be rejected and ACCEPTING AUTHORITY.

Yours faithfully,

(Signature of the tenderer) with rubber stamp

Date:





UDUPI COCHIN SHIPYARD LIMITED
Tender for Office Civil Works at Malpe Facility
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TENDER FOR OFFICE CIVIL WORKS AT UC SL MALPE FACILITY

PRICE BID FORMAT

Sl. No.	Description	Unit	Quantity	Rate	Total Amount
1	Fabrication of Mezzanine Floor	Kg	7800		
2	Civil Construction work as per scope of work	Ls	1	-	
3	Total:				
4	CGST/SGST.....%:				
5	Grand Total Amount:				
Grand total in words-					

Signature:

Date:

Address of the contractor:

Seal:





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ANNEXURE-V

TECHNO COMMERCIAL CHECK LIST (To be submitted by the bidder)

(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

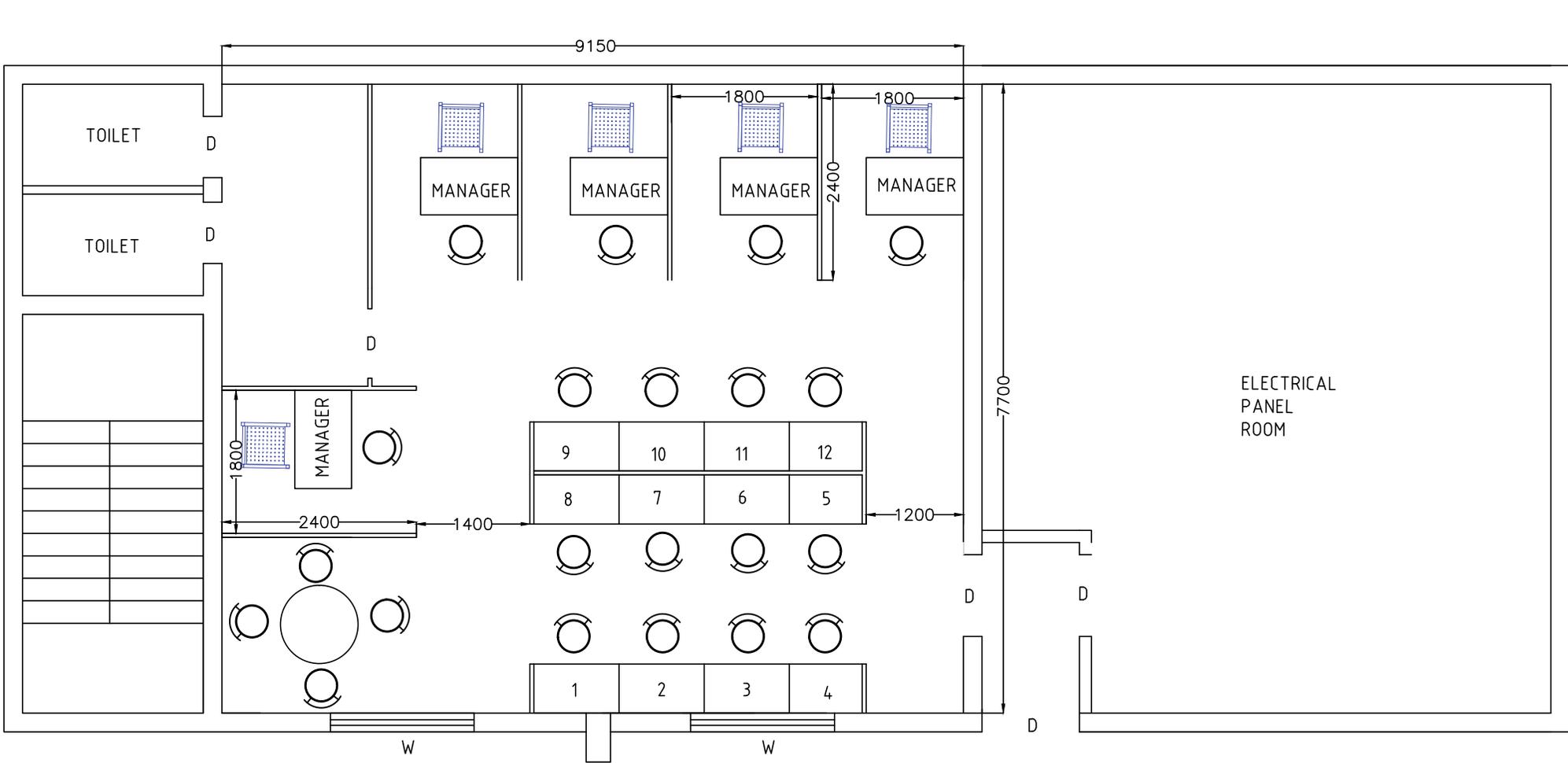
SL No.	Tender Enquiry Requirements	Confirmation from bidder (Strike off whichever is not applicable)	Specific comments /Remarks
1	Terms & Condition, Scope of work & Indicative Quantum of Work. (Annexure-I)	Agreed as per tender /Do not agree	
2	Schedule of Completion as per clause no 9	Agreed as per tender/Do not agree	
3	Unconditional Acceptance	Agreed as per tender/Do not agree	
4	Offer Validity	06 Months - Agreed as per tender/Do not agree	
5	Taxes & Duties	Specified/included in Price	
6	Payment terms - confirm		
a	As per Clause 12 of Annexure - I	Agreed as per tender/Do not agree	
7	Security Deposit	Agreed as per tender/Do not agree	
8	Performance Guarantee	Agreed as per tender/Do not agree	
9	Force Majeure	Agreed as per tender/Do not agree	
10	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
11	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
12	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
13	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal:





GROUND FLOOR