



# UDUPI COCHIN SHIPYARD LIMITED

Malpe Harbour Complex, Malpe,  
Udupi, Karnataka - 576 108, India.  
Tel - 0820 2538604.

## TENDER FOR ROLLING SHUTTER REPLACEMENT

Tender No. & date	UCSL/CC/T/GEN/344 DT: 23 <sup>RD</sup> MAY 2025
Name of work	ROLLING SHUTTER REPLACEMENT
Last date & time of receipt of tender	30 <sup>TH</sup> MAY 2025 (FRIDAY), 15:30HRS.
Date & time of opening of Bid	30 <sup>TH</sup> MAY 2025 (FRIDAY), 15:30HRS.

### 1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of contract for Five (05) Nos of rolling shutter replacement works at UCSL-Malpe Facilities.
- 1.2. Work to be carried out at Udupi Cochin Shipyard Limited (UCSL) Malpe Facilities.
- 1.3. You are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and UCSL, before submitting your offer.
- 1.4. **Site Inspection:** Before submitting an offer, the vendor must visit the site and conduct a thorough inspection of the existing rolling shutter
- 1.5. The contractors are advised to familiarize themselves with the site conditions before quoting.

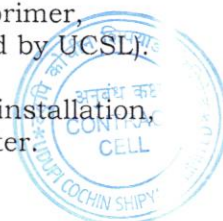
### 2. METHOD OF AWARDING CONTRACT

- 2.1. Contract will be concluded with Bidder agreeing to Tender conditions and emerging as L1.
- 2.2. UCSL also reserves the right to split the optional work orders to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 2.3. UCSL reserves the right to cancel the tender if required.

### 3. SCOPE OF WORK

#### Technical Scope of Work: Rolling Shutter Installation at Malpe

- 3.1. **Dismantling:** The existing rolling shutter shall be dismantled.
- 3.2. **Rolling Shutter Dimensions and Quantity:** Width -4.3 meters, Height-3.7 meters, -4 Nos and Width -3.6 meters, Height-3.7 meters-1No
- 3.3. **Operation Mode:** The rolling shutter shall be operated with manual.
- 3.4. **Post-Installation Treatment:** The shutter surface shall be coated with primer, followed by two coats of epoxy blue or gray paint (final color to be decided by UCSL).
- 3.5. **Installation & Commissioning:** The vendor shall be responsible for the installation, commissioning, and ensuring the proper functionality of the rolling shutter.





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3.6. **Warranty:** A Two- year warrant shall be provided, covering operational reliability and manufacturing defects.

#### **4. SCOPE OF UCSL**

- 4.1. Electricity at the nearest location to the site will be provided. Contractor has to arrange proper cables for taking electricity at site.
- 4.2. Water for drinking and other purpose will be provided.
- 4.3. Required space for storage of materials inside the Yard, as necessary for the work.
- 4.4. Assistance from yard will be limited to Entry pass for personnel /Crane assistance/Fork Lift assistance for loading and unloading of items within UCSL premises, subject to availability at free of cost.

#### **5. ADDITIONAL WORKS**

- 5.1. An experienced and qualified Supervisor shall be in full time charge of the job.
- 5.2. This is a turnkey job and any additional works up to 5% growth of work on the construction in terms of addition of minor works to be envisaged and is to be undertaken without any additional price impact.
- 5.3. In case of rework/modification/additional work, written consent is to be obtained from the UCSL officer-in-charge before commencement of the work.
- 5.4. Contractor shall protect all existing plant, structures, piping, conduits, equipment and facilities against damage during erection. Any damage caused by Contractor shall be rectified entirely at Contractor's cost, to the satisfaction of Employer/Engineer-In-Charge.
- 5.5. During installation, the Contractor shall without any additional payment, at all times keep the working and storage areas used by him, free from accumulation of waste materials or rubbish. Before completion of erection, he shall remove or dispose of in a satisfactory manner all temporary structures, waste and debris and leave the premises in a condition satisfactory to Employer/Engineer-In-Charge
- 5.6. After cabling, termination and commissioning of the pumproom, the Contractor shall carry out inspections and checks in the presence of Engineer in order to demonstrate completeness of the works and correctness of the functionality.

#### **6. SCHEDULE OF COMPLETION**

- 6.1. The work is urgent in nature hence, contractor to mobilize the men and material for execution of the work not later than 10 days from the placement of work order / Confirmation.
- 6.2. Work must be completed within 30 days from the date of Work Order.

#### **7. VALIDITY**

- 7.1. The offer shall be valid for a period of 06 months.







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## **8. TAXES & DUTIES**

- 8.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. 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 (**29AACT1281B1ZO**).

## **9. PAYMENT**

- 9.1. Payment shall be made within 30 days from the date of submission of bill and work completion certificate from the executing UCSL officer.
- 9.2. Invoice shall be submitted with necessary work completion certificate duly certified by UCSL representative and payment will be made on actuals only.
- 9.3. 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.

## **10. LIQUIDATED DAMAGES**

- 10.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, 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.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.

## **11. TERMINATION & LIMITATION OF LIABILITY**

- 11.1. This contract may be terminated upon the occurrence of any of the following events
- 11.2. By agreement in writing of the parties hereto;
- 11.3. 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;
- 11.4. By the other party, upon either party;
- i. Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or





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- 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.

11.5. For fraud and corruption or other unacceptable practices.

11.6. 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.

11.7. 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.

11.8. 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.

## **12. ARBITRATION & JURISDICTION**

12.1. 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.

12.2. 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.

12.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.

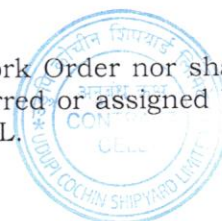
12.4. Language of Arbitration: The Language of arbitration shall be English.

12.5. Governing Law: The contract shall be governed by Indian Law.

12.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

## **13. SUB CONTRACTING AND ASSIGNMENT**

13.1. Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of UCSL.







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- 13.2. 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.

**14. SECRECY & RESTRICTION ON INFORMATION TO MEDIA**

- 14.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 14.2. 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.

**15. CANCELLATION OF ORDER AND RISK CONTRACTING**

- 15.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the 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 contractor'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.

**16. FORCE MAJEURE**

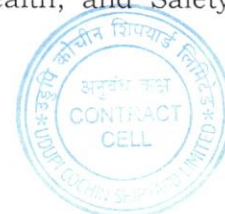
- 16.1. Should failure in performance of any part of this contract arise from war, insurrection, restraint imposed by Government act or legislation of other statutory authority, from explosion, riot, legal lock-out, flood, fire, act of God or any inevitable or unforeseen event beyond human control which 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.

**17. STORAGE OF MATERIAL AND EQUIPMENT**

- 17.1. The Contractor shall arrange the storage of the materials/ equipment etc. if any, at a suitable location assigned by UCSL and shall ensure the safe and secure possession and handling of the items thus handed over to contractor. UCSL shall allot storage space within UCSL premises, if available.
- 17.2. As regards the equipment/materials stored by him as above as also in use by him, UCSL will not be responsible for any damage, pilferage, accident that may take place during the course of execution of the work. It will be entirely his responsibility to keep all the equipment, materials etc., in safe custody as also hold them duly insured at his expense.

**18. IMS GUIDELINES**

- 18.1. 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.





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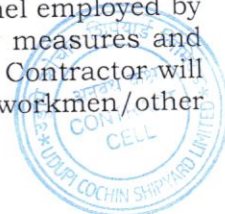
- c) Preventing occupational ill health & injuries.
- d) Ensuring safe work sites.
- e) Conserving natural resources.
- f) Preventing / minimizing air, water & land pollution.
- g) Handling and disposal of Hazardous wastes safely.
- h) Complying with statutory & regulatory and other requirements.
- i)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

18.2. 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.
- 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 Kerala.
- 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.

## **19. SAFETY OF PERSONNEL AND FIRST AID**

19.1. The Agency 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. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel.







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- 19.2. 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 Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 19.3. 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.

## **20. LABOUR LAWS AND REGULATIONS**

- 20.1. 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.
- 20.2. The Agency shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the 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.
- 20.3. 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.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. 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.
- 20.8. 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.





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20.9. 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:

20.10. 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.)

20.11. Agency shall familiarize themselves with the labour rules & regulations.

## **21. ELECTRICITY RULES AND REGULATION**

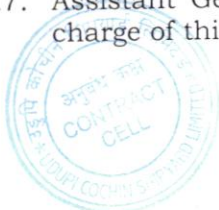
21.1. The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

## **22. OVERWRITING & CORRECTIONS**

22.1. 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

## **23. OTHER TERMS & CONDITIONS**

- 23.1. UCSL reserves the right to accept / reject any offer.
- 23.2. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 23.3. The Agency shall have to engage workforce on round the clock basis and also on Sundays and holidays, if required.
- 23.4. The Contractor 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.
- 23.5. It is also to be understood by the Contractor that Udupi Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of UCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 23.6. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 23.7. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.



**Asst. General Manager (Contract Cell)**







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**24. PRICE BID FORMAT**

Sl. No.	DISCRIPTION	UOM	QTY	RATE	Total AMOUNT (INR)
1	Charges for Rolling Shutter Replacement work as per scope of work. Size: Width-4.3m, Height- 3.7m,	Nos	4		
2	Charges for Rolling Shutter Replacement work as per scope of work. Size: Width-3.6m, Height- 3.7m,	No.	1		
3	<b>Total Amount:</b>				
4	<b>IGST/GST @.....%:</b>				
5	<b>GRAND TOTAL AMOUNT:</b>				

Signature:

Address of the contractor:

Date:

Seal:

- 24.1. Prices are to be quoted in the Pricing Format. The quotations to be submitted in the company letter head and forwarded to [contractcell@udupicsl.com](mailto:contractcell@udupicsl.com)
- 24.2. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.
- 24.3. L1 will be determined based on the Grand total amount.

