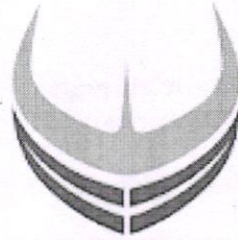


TENDER No. UCSSL/CC/T/W/042 DT 20-12-2024

**TENDER FOR FABRICATION & ERECTION OF GRAIN
BULKHEAD OF 3800 DWT GENERAL CARGO VESSEL**



UDUPI COCHIN SHIPYARD LIMITED

UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108





UDUPI COCHIN SHIPYARD LIMITED
Tender For Fabrication & Erection of Grain Bulkhead Of 3800 DWT General Cargo Vessel
UCSL/CC/T/W/042 DT: 20TH DECEMBER 2024

TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/042, Dt: 20-12-2024
Name of work	FABRICATION & ERECTION OF GRAIN BULKHEAD OF 3800 DWT GENERAL CARGO VESSEL
Last date & time of receipt of tender	26TH DECEMBER 2024 (THURSDAY) 14:30HRS
Date & time of opening of Technical Bid (Part-I)	26TH DECEMBER 2024 (THURSDAY) 14:30HRS

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 mentioned on or before the date and time as stipulated.

2. **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 and Annexure II respectively
- b. **The Techno commercial Check List** at Annexure VII to be filled up completely and duly signed.
- c. Duly filled form at Annexure - V
- 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 VI.

3. 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.
- 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.**





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- 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 above.
 - vi. However, subject to travel restrictions, the bidders can also attend the bid opening physically at Udupi Cochin Shipyard Limited, Baputhotta Ware house complex Office.
 - 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.
4. 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.
 5. 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.**
 6. 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, tender and reserves the authority to reject the tender received without assigning any reason.
 7. Contact Person: Mr. Ganeshamoorthy: Ph. No: +91 7540048200.
Mr. Sarun Babu E B: Ph No: +91 8592048487.

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
मालपे, कर्नाटक/MALPE, KARNATAKA-576 108





UDUPI COCHIN SHIPYARD LIMITED
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TERMS AND CONDITIONS

1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for fabrication & erection of grain bulkhead (02) Nos per vessel of size (11-meter x 8.4-meter x 0.3 meter) for 3800 DWT general cargo vessel.
- 1.2. **You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services, before submitting your offer.**
- 1.3. The Agencies are advised to familiarize themselves with the site conditions before quoting.

2. ELIGIBILITY CRITERIA

- 2.1. The Bidder shall be a single firm having experience in fabrication, erection & installation of heavy engineering works in ships or floating marine structures areas and heavy engineering industries in the last three years.
- 2.2. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to UCSL in support of its claim of experience, during the technical bid submission stage.
- 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 VII) and emerging as L1.
- 3.2. This tender is for construction of 02 numbers of Grain bulkhead fabrication & installation for 3800 DWT general cargo vessel. The L1 bidder will be awarded with the construction of UY166 as confirmed and the scope of works for the next vessel will be awarded based on the performance of the bidder in first vessel and on the basis of UCSL-Production department.
- 3.3. UCSL also reserves the right to split the scope of works and to engage contractors simultaneous for various vessels and for this L2/L3/L4 or next in line bidder will be called for negotiation to meet the L1 bidder's rate to award work order. In case the next in-line bidder is not willing to match L1 bidder's rate, then work order for fabrication/installation will be awarded to L1 bidder itself.
- 3.4. 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.
- 3.5. UCSL reserves the right to cancel the tender if required.





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4. SCOPE OF WORK

- 4.1. This requirement pertains to the awarding of sub contract for construction of 2 Numbers of Grain bulkhead Fabrication & Installation (Size 11-meter x 8.4-meter x 0.3 meter).
- 4.2. The Grain bulkhead fabrication to be done at UCSL-Hangarkatta/Malpe yard, in accordance with the requirements of UCSL, Classification society and owner representatives.
- 4.3. The contractor shall fabricate in accordance with the enclosed specifications, drawings, delivery schedule and UCSL - General Terms and conditions in all respects.
- 4.4. Grain bulkhead weight is 14 Tons approximately. However, the payment will be made based on the final drawing weight or on actuals.
- 4.5. Plates corrugation and plate bending for angles shall be part of the UCSL scope.
- 4.6. In accordance with the enclosed Specifications and drawings, procurement of D - rings, pipe sockets, stanchion pipes, wooden panels, D shackles, MS Rods, Grease nipples, main hinges nylon washers, nylon bearings etc. shall be the part of UCSL.
- 4.7. All tools, tackles and PPE's will be under the scope of contractor during fabrication works and erection / commissioning scope of works.
- 4.8. Maintaining the required Dimensional accuracy and surface finish as per UCSL Quality Standards.
- 4.9. Non-Destructive Test (RT & UTG) will be arranged by UCSL. If the failure is arising more than 10% then the RT additional penalty clause will be applicable to the contractor.
- 4.10. Welding should be done by qualified welders only and the contractor should use BV Class approved welding consumables for the fabrication and allied activities.
- 4.11. UCSL will issue full size standard plates to the contractor and during fabrication process the scrap generated to be returned back to UCSL on actual basis against weightment and the same will be verified with the drawing issued.
- 4.12. The contractor should also make sure that during nesting process the plate utilization is taken utmost care to reduce the generation of scrap while cutting/fabrication.

5. Consumables:

- 5.1. Gases (DA, Oxygen, CO2) will be provided free of cost by UCSL
- 5.2. Consumable if contractor need to opt from UCSL, below rate applicable
 - Welding consumables: All welding consumables shall be provided by UCSL on chargeable basis. For bidding of the project, the following rates may be considered which shall be charged to the contractor.

Welding Electrodes	Rate
Flux Cored GMA (CO2) welding wire 1.2mm	Rs 225 Per kg
Welding electrode: E 6013: 2.5 mm	Rs 254 Per kg
Welding electrode: E 6013: 3.15 mm	Rs 184 Per kg
Welding electrode: E 6013: 4 mm	Rs 154 Per kg
Welding electrode: E 7018: 3.15 mm	Rs 148 Per kg
Welding electrode: E 7018: 4 mm	Rs 175 Per kg

*The above prices are inclusive of GST @ 18%.





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- 5.3. Welding electrodes and gases used for fabrication / erection purposes are supplied by UCSL only.
- 5.4. Required consumables for fabricating the Grain bulkhead shall be part of contractor. Like grinding wheel, cutting wheel, cutting nozzle etc.,
- 5.5. The work is to be carried out at the skid area allocated to the contractor (s) inside UCSL unit at Udupi.

6. ADDITIONAL WORKS

- 6.1. Additional works up to 5% growth of work on the scope to be undertaken without any additional price impact.
- 6.2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, 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 commencement of the work.
- 6.3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing 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. Contractor shall execute, during or after completion of the work, any minor job connected with the work, that is considered necessary by Shipyard and/or Classification Society.
- 6.5. The contractor shall be responsible for any damage/theft/loss caused to the material supplied by UCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor on actuals, in the event of loss or damage, the rate will be incurred as per prevailing market rate of the same and on the final decision in this regard will be solely depended upon UCSL, as the case may be.

7. SCOPE OF WORK OF UCSL

- 7.1. Providing the required technical specifications & applicable drawings.
- 7.2. Quality assurance plan (QAP) and available welding procedure specification (WPS) shall be provided. QAP & WPS are UCSL property & contractor should not use this for any other purpose.
- 7.3. BV Class surveyor will be arranged by UCSL for the inspection.
- 7.4. Crane & forklift /other material handling facilities shall be provided by UCSL at UCSL facilities, based on the availability of the same.

8. COMMON REQUIREMENTS

- 8.1. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels. The same may be seen prior bidding, if required. Copy of the standards will be provided while awarding contract.
- 8.2. Required production aids shall be arranged by Contractors.





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9. SCHEDULE OF COMPLETION

- 9.1. The contractor shall follow the UCSL schedule requirements strictly. The detail schedule will be shared after awarding the job.
- 9.2. UY-166 Grain bulkhead (2 Numbers) fabrication & installation (Size 11-meter x 8.4-meter x 0.3 meter) for each vessel shall be completed within 2 months duration from the date of issuing the work order.

10. INSPECTION

- 10.1. The vessel is built under the classification of BV Class.
- 10.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 10.3. The complete work has to be carried out under the survey of UCSL, CLASS and Owners. The works are to be inspected and approved by UCSL initially and thereafter presented to CLASS and the Owner for their survey and approval.
- 10.4. All test and Inspections shall be carried out as per approved Quality Plan.
- 10.5. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

11. VALIDITY

- 11.1. The offer shall be valid for a period of 06 months and no escalation in rate shall be allowed by UCSL on whatsoever reason.

12. RATE

- 12.1. Rates are to be quoted in the Price Bid Format at Annexure VI attached herewith.

13. PAYMENT TERMS

- 13.1. Payment will be made in three (03) stages.

Stage I: 40% of Total contracted value per vessel

Deliverables: On completion of fabrication activities as per scope of works, after initial inspection as per QA/QC standards with dry survey for 01 BHD.

Stage II: 40% of Total contracted value per vessel

Deliverables: On completion of fabrication activities as per scope of works, after initial inspection as per QA/QC standards with dry survey for 01 BHD.

Stage III: 20% of Total contracted value per vessel

Deliverables: On 100% completion of scope of works, including its erection/installation onboard vessel.

- 13.2. Payment shall be made on the basis of certification by UCSL officer in-charge.
- 13.3. The payment shall be made within 30 days from submission of invoice along with the work completion certificate.
- 13.4. All claims for payment for the work/additional work shall be submitted by the contractor within one month of completion of work.





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13.5. 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 UCSSL.

14. TAXES & DUTIES

14.1. 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**).

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 UCSSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. In case the contractor fails to submit the SD in time, deduction of SD amount will be made from the running bills submitted. The Security Deposit will be released on certification of satisfactory completion of the contract and handing over of all the documents to Udupi Cochin Shipyard and no liability to UCSSL by Officer-in charge. The Security Deposit retained will not bear any interest.

16. PERFORMANCE GUARANTEE

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 or till delivery of that vessel, whichever is earlier. Any work found defective during this period is to be repaired entirely at the contractor's cost at the vessel's location 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 Ship owner 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 UCSSL) 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 15 will be retained till the expiry of guarantee period.

17. LIQUIDATED DAMAGES

17.1. 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.





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- 17.2. 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.
- 17.3. 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.
- 17.4. 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.

18. POWER OF ATTORNEY

- 18.1. 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.
- 18.2. 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.

19. TERMINATION & LIMITATION OF LIABILITY

- 19.1. This contract may be terminated upon the occurrence of any of the following events
- 19.2. By agreement in writing of the parties hereto;
- 19.3. 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;
- 19.4. 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.
- 19.5. For fraud and corruption or other unacceptable practices.
- 19.6. 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.
- 19.7. 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.





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19.8. 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.

20. ARBITRATION & JURISDICTION

20.1. 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.

20.2. 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.

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

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

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

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

21. SUB CONTRACTING AND ASSIGNMENT

21.1. 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.

21.2. 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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22. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 22.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 22.2. 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.

23. CANCELLATION OF ORDER AND RISK CONTRACTING

- 23.1. 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.
- 23.2. 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.

24. FORCE MAJEURE

- 24.1. 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.

25. STORAGE OF MATERIAL AND EQUIPMENT

- 25.1. The Contractor shall arrange the storage of the materials/ equipment etc. if any, at a suitable location and shall ensure the safe and secure possession and handling of the items thus handed over to contractor.
- 25.2. 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.

26. SAFETY OF PERSONNEL AND FIRST AID

- 26.1. 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.





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- 26.2. 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.
- 26.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 26.4. 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.

27. LABOUR LAWS AND REGULATIONS

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
- 27.6. 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.
- 27.7. 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.





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27.8. 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.

27.9. **Agency shall familiarize themselves with the labour rules & regulations.**

28. OVERWRITING & CORRECTIONS

28.1. 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.

29. OTHER TERMS & CONDITIONS

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

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

29.3. **UCSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the schedule requirements.**

29.4. 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.

29.5. 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.

29.6. 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.

29.7. 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.

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

29.9. 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.



POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

To
The Assistant General Manager (Materials)
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.....
(Address), 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. UCSL/CC/T/W/042 dated 20th December 2024 Tender for fabrication & erection of grain bulkhead of 3800 DWT general cargo vessel 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 Fabrication & Erection of Grain Bulkhead Of 3800 DWT General Cargo Vessel
UCSL/CC/T/W/042 DT: 20TH DECEMBER 2024

ANNEXURE-IV
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 & II)	Agreed as per tender /Do not agree	
2	Schedule	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	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
8	Security Deposit	Agreed as per tender/Do not agree	
9	Performance Guarantee	Agreed as per tender/Do not agree	
10	Force Majeure	Agreed as per tender/Do not agree	
11	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
12	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
13	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
14	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal:





UDUPI COCHIN SHIPYARD LIMITED
Tender For Fabrication & Erection of Grain Bulkhead Of 3800 DWT General Cargo Vessel
UCSL/CC/T/W/042 DT: 20TH DECEMBER 2024

**TENDER FOR FABRICATION & ERECTION OF GRAIN BULKHEAD OF
3800 DWT GENERAL CARGO VESSEL**

PRICE BID FORMAT

SL NO	WORK DESCRIPTION	UOM	QTY	Rate Per Tone	TOTAL
1	Fabrication & Erection of Grain Bulkhead of 3800 DWT general cargo vessel as per the scope of work and Indicative list of work. (02 Numbers)	Ton	28		
2	IGST/GST..... %				
3	GRAND TOTAL AMOUNT (INR)				
AMOUNT IN WORDS:					

Signature:

Address of the contractor:

Seal:



