

**TENDER No.: UCSL/CC/T/T-II/124 Dt:21<sup>st</sup> FEB 2023**

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**TENDER FOR BARE BOAT CHARTER OF 12-TON BOLLARD PULL**  
**TUG**

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UDUPI COCHIN SHIPYARD LIMITED

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





**Udupi Cochin Shipyard Limited**  
Tender for Bare Boat Charter of 12-Ton Bollard Pull Tug  
UCSL/CC/T/T-II/124 Dt:21<sup>st</sup> Feb 2023

## TENDER NOTICE

Tender No. & date	UCSL/CC/T/T-II/124 Dt: 21 <sup>st</sup> FEB 2023
Name of work	Tender for Bare Boat Charter of 12-Ton Bollard Pull Tug.
Last date & time of receipt of tender	15 <sup>th</sup> March 2023 (Wednesday), 15:00hrs
Date & time of opening of Technical Bid (Part-I)	15 <sup>th</sup> March 2023 (Wednesday), 15:00hrs
Tentative date & Time of opening of Price Bid (Part - II)	21 <sup>st</sup> March 2023 (Tuesday), 16:00hrs
Earnest Money Deposit (EMD)	Rs. 1,00,000.00 /- (One Lakh Only)

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. 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-VI to be filled up completely and duly signed.
- c. Duly filled form at Annexure - II, III & IV.
- 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-V.

### 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](mailto:contractcell@udupicsl.com)





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- 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 above.
- 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.
4. The bidders shall ensure the receipt of bids at [contractcell@udupicsl.com](mailto: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. K Bharathiraju, Ph. No: +91 7483 215 410.

Assistant General Manager (Materials & Contract Cell)

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

Encl:

- |                                    |                |
|------------------------------------|----------------|
| 1. Terms & Conditions              | - Annexure I   |
| 2. Power of Attorney               | - Annexure II  |
| 3. Unconditional Acceptance Letter | - Annexure III |
| 4. Undertaking by Agency           | - Annexure IV  |
| 5. Price Bid Format                | - Annexure V   |
| 6. Techno Commercial Check List    | - Annexure VI  |







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## **TERMS AND CONDITIONS**

### **TENDER FOR BARE BOAT CHARTER OF 12-TON BOLLARD PULL TUG**

#### **1. DESCRIPTION OF WORK**

- 1.1. UCSL is interested in "bare boat chartering without manning" of One (1) number of 12T Bollard Pull Tug for a period of 3 years (36 months) and extendable on yearly (12 months) basis on satisfactory performance for another two years (total period of five years (60 months)).
- 1.2. The Agencies are advised to familiarize themselves with the site conditions before quoting.
- 1.3. 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. SCOPE OF WORK OF CONTRACTOR**

##### **2.1. Vessel Description**

General specifications of the vessels are as mentioned below:

- Length OA : 23.90 M
- Breadth (MLD) : 7.32 M
- Depth (MLD) : 3.35 M
- Bollard Pull : 14.6 TONS (As per Approved Stability)
- Speed : 08 KNOT
- Classification : IRS
- Flag : INDIAN

##### **2.2. Operation and Expenses**

- 2.2.1. The Contractor shall be liable to operate the chartered vessel at his own expenses, costs & risk and to crew, manage, maintain, navigate, operate, insure, fuel, provision, supply and whenever required repair the vessel as necessary during charter period and the Contractor shall pay for all charges and expenses of every kind & nature incidental to their use and operation of the vessel under this charter as per provisions of the tender document. The Master and crew of the vessel shall be deployed by the Contractor for all purposes whatsoever.

- 2.2.2. The Contractor shall maintain a proper record in Log-Book, of the daily running and operations of the vessels and a record of all cargo carried on a daily basis and submit the record to the UCSL on a monthly basis.

##### **2.3. Charter Hire**

- 2.3.1. The envisaged minimum monthly hire charges (Minimum Charter Hire) for 12 T Bollard Pull Tug Boat: "Tebma Team 2" shall be as per prevailing market rate and in case the L1 bidder rate is below the same, UCSL reserves the right to cancel the tender.

- 2.3.2. The contractor may quote for the best Charter Hire in the price Bid. The L1 bidder meeting the tender conditions shall be awarded the contract.





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- 2.3.3. If the quoted Charter Hire is less than the above monthly hire charges, the bid will be summarily rejected.

Note: GST shall be charged to the Contractor on prevailing rules and regulations in addition to the charter hire charge.

#### 2.4. Charter Term

- 2.4.1. This charter shall be effective and commence as of the tentative effective month - April 2023.
- 2.4.2. The initial charter agreement shall be for a minimum period of 3 years unless otherwise terminated due to the reasons mentioned at Clause 7 below.
- 2.4.3. The Contract for Bare-Boat chartering of vessel is provisioned for extension for another two years (12 months) with the mutual consent between both the parties. The monthly charter hire charges during the extended period shall be increased by 7% over and above the charter rate of previous year, on year-to-year basis for the extended period.
- 2.4.4. The Contractor shall abide by all the Statutes and regulations in force from time to time during the period of agreement, either Central or State or by any Autonomous Body or by Local Self Government having bearing on ownership, maintenance, upkeep and otherwise of the vessels. The contractor shall have to timely renew the survey certificates from Classification Society / regulating Authority required for the vessel to ply in coastal waters and has to submit the copy of the same to UCSL.
- 2.4.5. The Contractor shall bear all expenses to comply with the requirements of the Statutes and regulations in force from time to time including rates, levies, tolls, taxes and any other imposts.
- 2.4.6. The Contractor will be responsible for:
- (a) Maintenance of the vessel in every respect at their cost. Such maintenance shall cover all repairs and up keeping of the vessel, its structure, machinery equipment, fittings & paintings etc. and any other expenditure as may be required from time to time to keep the vessel operational, safe and secure. This will include but not limited to the "Running Repair and Maintenance Schedule including Machinery, stern gear equipment etc. of vessels"

#### 2.5. Delivery and Re-Delivery:

- 2.5.1. The vessel shall be Delivered to the Charterer at the Port of Malpe, Karnataka, during the commencement of this Charter Agreement as on Effective Date. The Charterer shall hand over the vessel back to the Owner at the Port of Malpe, Karnataka.







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## 2.6. Statutory Drydocking / Surveys

- 2.6.1. If the statutory dry - docking of any of the vessels which is to be conducted as per the requirements of classification society / regulatory bodies, falls during the period of charter hire, accordingly, the Contractor shall bring back the vessel to the Employer's yard (Udupi Cochin Shipyard Limited), for undertaking such Drydocking repairs as deemed necessary. For all the other Annual Surveys / inspections if any as per the requirement of classification society / regulatory bodies shall be coordinated by the contractor and a representative of the Employer shall also attend the inspections.
- 2.6.2. The Contractor must produce original bills to officer-in-charge, to claim for the repair works. The cost of such statutory dry-docking repair shall be borne by UCSL.
- 2.6.3. In case the statutory dry -dock repairs falls within the charter period, the charter hire charge for the maximum up to 60 days period or the actual period of such statutory drydock repair, whichever is lesser (time period also includes the sailing time to & fro to the shipyard subject to information to the Employer) will not be charged to the contractor.
- 2.6.4. The Contractor shall duly inform the officer-in-charge, about carrying out the dry docking of the vessel at least three (3) months prior to the scheduled date which shall comprise the following:
- (i) Prior to dry docking of the vessels, dry docking survey of the vessel shall be carried out jointly by the authorized representatives of the Contractor and the officer-in-charge along with the IRS surveyor.
  - (ii) Dry dock repair proposal, comprising of detailed scope of work and expected duration of repair along with minimum three (3) quotations from regular shipyard / repair companies, shall be submitted by the Contractor to the officer-in-charge, for approval.
  - (iii) The quotation shall be examined keeping in view the scope of work notified at 2.6 (g) and on examination, lowest quotation approved by the EIC and only then the dry docking shall be carried out by the Contractor.
- 2.6.5. The Contractor shall inform the officer-in-charge, the schedule date & time for undertaking the statutory dry docking, at least one month (1) prior to the dry docking.
- 2.6.6. Post dry docking, a summary shall be prepared by the IRS SURVEYOR and certificate for the same shall be obtained by the Contractor followed by submission to the officer-in-charge.





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### 3. SCOPE UNDER DRY DOCK REPAIRS

- i. LSA/FFA servicing/overhauling/renewals.
- ii. Thickness gauging of underwater plates.
- iii. Underwater Hull repair
- iv. Chipping, scrapping, cleaning & painting of side hull including underwater system
- v. Anchor & Chain system servicing repair
- vi. Inspection, service & repairs of rudders and steering system
- vii. Servicing of seawater & pumps & sewage valves sea chest
- viii. Inspection, service & repair of propulsion system, shaft, seals, stern tube, bushes etc propellers etc.
- ix. Inspection, service & repair of bow thrusters & service.
- x. Inspection pipeline system of sewage
- xi. Kort-nozzle repair, if applicable
- xii. Wet exhaust system repair/service
- xiii. All the repairs of machineries, systems, etc. except notified above may be carried out during dry-docking repairs and for which charges shall be borne by the contractor.

Note: The repairs of machinery in the above-mentioned items shall be carried out through the authorized dealers, preferably, through OEM.

### 4. COMMENCEMENT, COMPLETION, EXTENSION, MODIFICATION, etc.,

#### 4.1. Commencement & Completion of Contract

- 4.1.1. Within 7 days from the date of signing of the Contract, the vessel(s) will be jointly inspected by the authorized representatives of the Contractor and the Officer-in-charge, of the Employer along with the IRS SURVEYOR for determining the physical condition(s) of the vessel(s) including structural / mechanical / electrical / electronic / outfitting and other appurtenance including on board stores and spares and stock of POL. The IRS for "on-hire" survey will be appointed in consultation with the officer-in-charge. The expenditure for such "on-hire" inspection shall be borne by the concerned Contractor and general condition of the vessel(s) will be recorded under joint signatures of the accredited representatives of both the parties. The vessel(s) will be handed over to the Contractor at Malpe or at the place where the vessel is berthed at the time of award of work, as the case may be. Accordingly, the Contractor shall sign the Protocol of handing over of the vessel(s), on physical handing of the vessel.
- 4.1.2. The Contractor shall begin carrying out the services from the date of signing of Protocol of handing over of the vessel(s).
- 4.1.3. The tenure of the contract will be for thirty-six (36) months from the date of signing of Protocol of handing over of the vessel and the Contract shall automatically terminate immediately upon expiry of its tenure, including extension, if any. The vessel shall be treated to remain under the Contractor from the date of signing of Protocol of handing over to the date of return of the vessel to the Employer through signing of Protocol of return of the vessel. In case dry docking due date of the vessel falls within the chartering period, the period of charter shall be inclusive of the dry-docking period.







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- 4.1.4. On completion of the contractual period of charter hire or earlier determination of the Agreement, if any, prior to taking over of the vessel(s) by the officer-in-charge, vessel will be jointly inspected by the Contractor and the officer-in-charge of the Authority along with the IRS surveyor for determining the physical condition of the vessel including structural / mechanical / electrical/ electronic / out fitting and other appurtenance including on board stores and spares and stock of POL. The IRS Surveyor for "off-hire" survey will be appointed in consultation with the officer-in-charge. The expenditure for such "off-hire" inspection shall be borne by the Contractor and general condition of the vessel(s) will be recorded under joint signatures as above. The Vessel will be taken over by UCSL at Malpe by signing the Protocol of return of the vessel.
- 4.1.5. The vessel will be taken over by the officer-in-charge by signing the Protocol of return of the vessel. In case of non-compliance linking to termination of contract or after completion of contract, the Contractor has to adhere to ensure smooth handing over of the vessel to the officer-in-charge. If the vessel is not handed over as scheduled, then apart from charging hiring charges, the officer-in-charge would be free to proceed to recover all dues including the vessel through legal recourse and may refer the matter as per the due recovery procedures of Government of India.

#### 4.2. Extension / Reduction of Contract Period

- 4.2.1. The Contract can be terminated prior to completion of thirty-six (36) months period as per the terms of this Agreement, subject to handing over of the vessel by the Contractor to the officer-in-charge of the Authority by signing the Protocol of return of the vessel. In case the Contractor withholds the vessel beyond the period of charter hire including extension period, if any, as per the written agreement between the parties, then this act of contractor shall be termed as "illegal detention of Government property" and shall be prosecuted under Code of Criminal Procedure Act, 1973 or as amended from time to time. The officer-in-charge with immediate effect, shall issue a notice and initiate the proceedings under Code of Criminal Procedure Act, 1973 or as amended from time to time.
- 4.2.2. The Contract for charter of vessel is extendable for another 2 years (24 months) on yearly basis based on satisfactory performance of the work by the contractor. For this purpose, a request will have to be given by the Contractor to the officer-in-charge at least three (3) months prior to expiry of the original period of charter or extension thereof. If the Employer agrees to such extension of the period of charter hiring of the vessel(s), the hire charges will be increased by such rate as per the Clause 4.3, which shall be at the discretion of the Employer. Mere sending of a request to the officer-in-charge by the Contractor as above will not entail any right whatsoever on the Contractor to get such extension and in all such cases, the decision of the Employer shall be final and binding on the Contractor.







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#### 4.3. Periodic Inspection

4.3.1. The Contractor is supposed to maintain and keep up maintenance of the vessel up to the mark and maintain its serviceability condition equivalent to the handing over or better there off. The Contractor will allow the officer-in-charge or its authorized representative and extend all its facility to carry out periodical joint inspection of the vessel on every three-monthly basis and such inspection will be carried out by the authorized representative of Contractor and the officer-in-charge or any authorized representatives of officer-in-charge for determining the physical condition of the vessel. Furthermore, the Employer shall reserve the right to inspect any vessel at any time at any place and the Contractor will be bound to extend all his cooperation to the authorized representative of the Employer for this purpose. The contractor shall submit a defect list and rectification report to the officer-in-charge every month and shall maintain a history register on board. A joint inspection by the contractor and UCSL representative shall take place in every third month and the joint inspection report shall be submitted within 7 days after inspection and rectification report is to be submitted to the officer-in-charge within 30 days from date of inspection

#### 4.4. Modifications or Variations

4.4.1. Any modification or variations of the terms and conditions of this contract, including any modification or variation of the scope of the services or of the Contract Price, may only be made by written mutual agreement between the parties which shall be dealt as per the Conditions of the Contract

### 5. FORCE MAJEURE

#### 5.1. Definition

- 5.1.1. For the purposes of this contract, Force Majeure means an exceptional event or circumstance which is beyond the reasonable control of a party, is not foreseeable, is unavoidable and not brought about by or at the instance of the party claiming to be affected by such events and which has caused the non-performance or delay in performance and which makes party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, tsunami, explosion, storm, flood or other extreme adverse weather conditions, pandemic, strikes, lockouts or other industrial action (except where such party invoking force majeure to prevent), confiscation or any other action by government agencies.
- 5.1.2. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or of such party's Agents or Employees, (ii) any event which a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract and avoid or overcome in carrying out of its obligations hereunder.





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## 5.2. Measures to be taken

- 5.2.1. A party affected by an event of Force Majeure shall continue to perform its obligations under the contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- 5.2.2. A party affected by an event of Force Majeure shall notify the other Party (the officer-in-charge for the Authority and the authorized representative for the Contractor), of such event as soon as possible and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- 5.2.3. Any period, within which a party shall, pursuant to this contract, was unable to perform his services as a result of Force Majeure, shall be extended for a period equal to the time during which the Force Majeure was operational including a further mobilization period not exceeding seven (7) days. However, the total maximum period of contract shall not exceed sixty months in any case.
- 5.2.4. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Employer through officer-in-charge shall either:
- (i) Demobilize; or
  - (ii) Continue with the services to the extent possible.
- 5.2.5. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to clause on Dispute Resolution / Arbitration.
- 5.2.6. Notwithstanding any other provision of this clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

## 5.3. Suspension

- 5.3.1. The officer-in-charge may, by written notice of suspension to the Contractor, suspend the services if the Contractor fails to perform any of its obligations under this contract, provided that such notice of suspension (i) shall specify the nature of the failure and ii) shall allow the Contractor to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Contractor of such notice of suspension. However, the Contractor will not be absolved of its responsibility of paying monthly charter hire charges on this account of suspension against remediable failure due to negligence otherwise.







## 6. LIQUIDATED DAMAGES

### 6.1. Running Repair & Maintenance

6.1.1. If the Contractor fails to execute the "Running Repair & Maintenance of the Vessel" within the time period(s) or any extended period, the Contractor shall without prejudice to any other right or remedy of the officer-in-charge on account of such default, pay compensation (not by way of penalty) at the rate of 0.1% per week or part of the week during non-maintenance and non-running repair period on the total value of the charter hire charge of the vessel for the contract period.

### 6.2. Statutory Dry-docking

6.2.1. If the Contractor fails to adhere to the timeline stipulated or any extended period, the Contractor shall without prejudice to any other right or remedy of the officer-in-charge on account of such default, pay compensation (not by way of penalty) at the rate of 0.1% per day on the total value of the charter hire charge of the vessel for the contract period.

6.2.2. The maximum LD to be deducted shall be restricted to 10% of the total charter hire charges of the vessel(s) taken by the Contractor on bare boat for thirty-six (36) months or extension thereof.

6.3. The amount of compensation if not paid by the Contractor, may be adjusted, withheld, deducted or set off against Performance Security and Counter Security or any sum due or payable to the Contractor under this or any other contract with the Authority.

6.4. Payment of such damages shall not relieve the Contractor of his obligation to complete the work or from any other of his obligations or liabilities under the contract.

## 7. TERMINATION & LIMITATION OF LIABILITY

7.1. **By the "Employer":** The Employer through officer-in-charge may terminate this contract in case of the occurrence of any of the events specified in paragraphs (a) to (g) of this clause:

- (a) If the Contractor fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of issue of such notice of suspension or within such further period as the Employer may have subsequently approved in writing.
- (b) If the Contractor fails to comply with any final decision reached as a result of Arbitration proceedings.
- (c) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (d) If the Contractor submits to the Employer a false statement which has a material effect on the rights, obligations or interests of the Employer.
- (e) If the Contractor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Employer.
- (f) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
- (g) If the Employer, in its sole discretion and for any reason whatsoever, decided to terminate this contract including foreclosure of the contract. In case of such an occurrence, the Employer through officer-in-charge shall give not less than one (1) month written notice of termination to the Contractor.





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- 7.2. By the Contractor:** The Contractor may terminate this contract, by giving not less than one (1) month written notice to the officer-in-charge, in case of the occurrence of any of the events specified in paragraphs (a) & (b) of this clause:
- (a) If, as the result of Force Majeure, the Contractor is unable to perform a material portion of the services for a period of not less than sixty (60) days.
  - (b) If the Employer fails to comply with any final decision reached as a result of Arbitration proceedings.
- 7.3. Cessation of services:** Upon termination of this contract by notice pursuant to clauses 7.1 & 7.2 of Conditions of Contract hereof, the Contractor shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditure for this purpose to a minimum.
- 7.4. Disputes about events of termination:** If either party disputes whether an event specified in paragraphs (a) to (g) of clause 7.1 hereof has occurred, such party may within forty-five (45) days after receipt of notice of termination from the other party, refer the matter for Arbitration.

## **8. PERFORMANCE & COUNTER SECURITIES**

- 8.1.** The successful Bidder(s) shall submit Performance Security in the form of irrevocable Bank Guarantee issued from any nationalized / scheduled bank in India, having validity for thirty-six months or extension thereof, till the duration of the charter/contract and having claim period valid for further twelve (12) months from the date of return of the vessel by the Contractor to the Employer. This Bank Guarantee shall be submitted within 15 days after the issuance of LoA in case of Single Entity Bidder and within 30 days after issuance of LoA in case of JV / Consortium Bidder.
- 8.2.** 3% of the cumulative charter hire charges for thirty-six (36) months (total Contract Value) shall be deposited against each vessel as Performance Security.
- 8.3.** The Successful-Bidder shall also submit an additional counter security in the form of irrevocable bank guarantee issued from any nationalized / scheduled bank in India, for an amount equivalent to three (3) months of charter hire charges (offered price by the Charterer) of vessel and shall have validity for thirty-six months or extension thereof, till the duration of the charter/contract and having claim period valid for further twelve (12) months from the date of return of the vessel by the Contractor to the Employer. This BG shall be submitted within 30 days from the date of issue of LoA.
- 8.4.** The Performance Security and Counter Security shall remain with the Employer until One (01) year after return of the vessel by the Contractor to the officer-in-charge, provided the Employer is satisfied that there is no demand outstanding against the Contractor.







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- 8.5. If the Contractor neglects to observe or fails to perform any of his obligations under the contract, it shall be lawful for the Employer to forfeit either in whole or in part, the Performance Security and Counter Security furnished by the Contractor. However, if the Contractor duly performs and completes the contract in all respects and presents in absolute "NO DEMAND CERTIFICATE", the Employer shall refund the Performance Security and Counter Security to the Contractor after deduction of cost and expenses that the Employer may have incurred and other money including all losses and damages which the Employer is entitled to recover from the Contractor.
- 8.6. All compensation or other sums of money payable by the Contractor under the terms of the contract or any other contract or on any other account whatsoever, may be deducted from or paid by the sale of a sufficient part of his security or from any sums which may be due or may become due to the Contractor by the Employer on any account whatsoever. Also, in the event of the Contractor's Performance Security and/or Counter Security falls short of such deductions or sale, as aforesaid the Contractor shall, within Ten (10) days of issue of notice of demand from the officer-in-charge to make good the deficit in his Performance Security and/or Counter Security.

## 9. EARNEST MONEY DEPOSIT

- 9.1. The amount of Earnest Money Deposit (EMD) shall be Rs. 1,00,000.00/- in the form of Demand Draft/Bankers Cheque, Fixed Deposit Receipt/Bank Guarantee in favour of Udupi Cochin Shipyard Limited, payable at Cochin from Nationalized Banks with minimum 3 months validity.
- 9.2. Bids submitted without EMD will be rejected, if EMD is insisted in the tender. The EMD can be remitted either in the form of DD/Bankers Cheque /FDR drawn/ NSC in favour of Udupi Cochin Shipyard Limited (with a minimum validity of 3 months from the date of tender opening). Cheques are not acceptable. No interest shall be paid for the EMD.
- 9.3. The successful L-1 Bidder EMD will be retained till bank guarantee submission or enhanced as per UCSL policy and unsuccessful bidder EMD will disbursed to their concerned account, after placing of work order on L1 bidder.

## 10. HIRE CHARGES

- 10.1. Intending Bidder(s) shall quote the net charter hire charge for each vessel per calendar month which they agree to pay to the Employer after taking into consideration the cost of repair, maintenance and upkeep of the vessel, operational cost, cost of Insurance and regular maintenance downtime etc., all survey fees and such other costs and expenditures which may be incurred by the Contractor during the entire period of charter hire of the vessel which will have to be borne by the Contractor. The hire charges will be effective from the date of signing of the Protocol of handing over of vessel till the date of the signing of the Protocol of return of the vessels by the Contractor to the officer-in-charge. Moreover, the operation schedule of the vessel shall not get disturbed with the interference of regular inspections & maintenance schedule.







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- 10.2. The bare boat charter hire charges for each vessel shall be calculated on calendar month basis. However, at the time of handing over of the vessel to the Contractor and at the time of taking over by the officer-in-charge, the hire charges shall be payable for the number of days of charter hire during that month and shall be calculated on pro-rata basis of monthly charter hire charges (considering relevant calendar month). In this regard, the Contractor shall submit a counter security in the form of irrevocable bank guarantee as mentioned in Clause-8.3 above.
- 10.3. The payment for the invoice/bill raised for any respective month will be in advance for the month and shall be due for the month on 1st day of the month. An invoice will be raised by the officer-in-charge towards chartering of the vessel to the Contractor on 1st day of every month or 10 days from raising the invoice and the Contractor is liable to pay the invoice by 10th day of that month. The following shall be applicable in the event of default on payment of invoice/bill by contractor:
- In case the payment is delayed for the first time by the Contractor for any respective month during the chartering period (including extension period, if applicable), for more than ten (10) days from the due date of payment of invoice/bill, the officer-in-charge shall promptly issue a written notice to the Contractor, allowing the Contractor to remedy such failure, immediately and not exceeding a period of ten (10) days, from the issue of such notice by the officer-in-charge. Thereafter, if the due payment remains outstanding, the officer-in-charge shall take necessary action for recovery of the outstanding dues by invoking Counter Security Bank Guarantee for the outstanding amount and thereafter, officer-in-charge shall issue demand letter to the Contractor to make good the deficit in his Counter Security Bank Guarantee as per the Clause 8.6 of above.
  - Thereafter, if the payment of invoice/bill is delayed for the second time by the Contractor for any respective month during the chartering period (including extension period, if applicable), for more than ten (10) days, the officer-in-charge shall promptly issue a written "notice of suspension" to the Contractor and suspend the services with immediate effect and shall issue notice to the Contractor to remedy such failure, immediately not exceeding a period of ten (10) days, from the issue of such notice of suspension by the officer-in-charge. However, if the payment is further delayed then the officer-in-charge shall promptly invoke the remaining counter security bank guarantee submitted by the Contractor and initiate action for termination of contract and vessel shall be taken over by the Authority as per the provisions of this contract.
- 10.4. The vessel will be handed over to Contractor without manning in terms of the written agreement between the Contractor and the Employer for charter hire of UCSL vessel. The Contractor shall bear all expenses to be incurred for operation of vessel including the cost of fuel oil and lube oil, marine gears, stores and safety gears / devices, communication equipment etc., required for operation of the vessel. Under no circumstances, the Authority shall bear any charges on these accounts.
- 10.5. The Contractor shall obtain requisite license and / or clearance certificate and / or permit issued by concerned Authorities for operation of the vessel. The cost of handing over of the vessel to the Contractor by the officer-in-charge and the cost of taking over of the vessel by the officer-in-charge on completion of the period of the contract and / or earlier determination of the contract shall be borne the Contractor. All documentation as necessary for this purpose will be prepared and made ready by the Contractor.







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- 10.6. Cost of fuel / marine diesel oil and lubricants which will be with the vessel during handing over the vessel to the Contractor will have to be reimbursed by the Contractor to the Employer separately on the basis of the Joint Survey. Unit rate of diesel and different types of lubricants as mentioned above will be the rate on the date of signing of handing over protocol. Similarly cost of the marine diesel and lubricants which will be with the vessel at the time of taking over the vessel by the officer-in-charge will also be reimbursed by the Employer to the charterer at the rate on the date of signing of taking over protocol.
- 10.7. Regular maintenance schedule has to be taken up as per manufacturer specification, along with replacement of lubricant oil, annual painting of the vessel and accessories. These shall be carried out at the expenses of the Contractor and maintenance log to this effect shall be furnished to the officer-in-charge. The inspection of the vessel will be carried out by the officer-in-charge or its authorized representative.
- 10.8. The Contractor shall arrange for license/ permits (as necessary), all necessary survey, LSA (Lifesaving appliances) and FFA (Firefighting appliances) of each vessel at their own cost and responsibility. Under no circumstances, full form and ownership of the vessel can be changed for such necessary documentation and survey work. The Contractor will submit to the officer-in-charge true copies of all relevant licenses / documents at the first instance immediately after issuance of LoA and submit the same to the officer-in-charge at the time of signing of Protocol of handing over of the vessel(s). Delayed procurement of licenses shall not be cause for delayed start of contract.
- 10.9. The Contractor shall deploy and keep adequate number of certified crews on board the vessel at all times, which is the requirement of IWT / Marine Rules. The Contractor shall also submit to the officer-in-charge the detailed bio-data of all the certified crew posted on the vessel at an interval of three (3) months / or whenever any change is affected, whichever is earlier.
- 10.10. The Contractor shall bear all statutory charges in connection with the conservancy, pilotage, berthing charges, Port dues etc. for operation of the vessel during the period of the charter hire and must clear all outstanding dues without fail. The Contractor will have to furnish an Indemnity Bond as per Authority's prescribed proforma to indemnify the Authority against any outstanding dues of the aforesaid authorities during the entire period of charter hire.
- 10.11. Contractor to be responsible for any loss or damage**
- 10.11.1. During the period of charter, the Contractor shall be solely and fully responsible to compensate for any loss or injury or death caused to any crew employed on the vessel as per relevant Compensation Act / Rules applicable in such cases. The Contractor shall be liable to abide by all Acts, Rules and Regulations etc., applicable for operation of the vessel.
- 10.11.2. The Contractor shall pay and cause to pay any fine, penalty, levy or any other charges imposed, in any form whatsoever under Statutes, arising out of any action or actions on the part of the







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Contractor or their agents, crews, representatives etc. for any violation of Statutes. The Contractor shall indemnify the Authority, in all such cases against any financial charges, preventive or punitive actions or any other consequence which may follow from such violation on the part of the Contractor where the vessel may ply and submit an Indemnity Bond to this effect as per the Employer's prescribed Proforma within fifteen (15) days of signing of the Protocol of handing over of the vessel. However, any prohibitive or punitive action by the Employer of statute following debarment of operation will not exempt the Contractor from the monthly charter hire charges.

- 10.11.3. The Contractor will follow and observe all the existing Rules, Procedures, Enactment as imposed by the State Government and Central Government or any Statutory Authority / Authorities as well as those which may be enacted / imposed in future where the vessel may ply.
- 10.11.4. The Contractor will be liable for all statutory payments when the vessels will remain under charter and all such documents of payments along with permits / licenses will have to be furnished to the officer-in charge regularly at an interval of three (3) months where the vessel may ply.
- 10.11.5. During operation of the UCSL vessel taken on bare boat charter hire, the Contractor will have to use terminals and other officially permitted jetties / terminals under the law wherever available, for loading and unloading. The Contractor(s) is allowed only to load / unload without damaging the vessel and related infrastructure.
- 10.11.6. Before sailing of Authority's vessel to any destination, it will be the sole responsibility of the Contractor to examine the availability of necessary water draft, air draft and other safety parameters for safe voyage of vessel and to avoid any grounding or accident. Cost of damage to the vessel for grounding is to be reimbursed by the Contractor to the Employer in addition to the hiring charges of vessel during the period of grounding. Cost of damage will be decided by the officer-in-charge based on the report of IRS SURVEYOR. The Contractor shall inform and update the officer-in-charge about the location of the vessel, its status monthly on trip-to-trip basis. In case of any falsification, the officer-in-charge reserves the right to take any action as deemed fit and necessary to the extent of forfeiting the Performance Security and /or Counter Security and/or early determination of the agreement of bare boat charter hire as this will be considered as violation of the terms and conditions of the said agreement.
- 10.11.7. The bare-boat Charterer shall be responsible for all liabilities of his crews on board the vessel. No crews below the age of eighteen (18) years shall be engaged on the Authority's vessel(s) for any purpose whatsoever. The crews so appointed should have requisite experience of operating such vessels.

#### 10.12. Return of Vessel

- 10.12.1. On completion of tenure of charter or the case may be, the vessel will have to be returned by the Contractor(s) to the officer-in-charge of UCSL at Malpe in running / operating condition with all machinery, equipment, fittings, stores, etc. as was prevailing as per joint inspection report, as well as additional item / equipment provided on board during the tenure of charter.







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- 10.12.2. If as a result of such inspection, there appears no variation (except normal wear and tear and normal corrosion of steel structures and plates), the officer-in-charge shall accept the vessel and shall convey such acceptance in writing by signing the Protocol of taking over on physical delivery of the vessel by the Contractor to the officer-in-charge. This taking over of the vessel shall be reckoned from the date of signing of the Protocol of taking over of the vessel by the officer-in-charge of the Authority and the Contractor.
- 10.12.3. The Contractor shall be liable for any damages caused by / to the vessel due to any action of his crew or representative and will have to make good the loss / damage. The Authority will not be responsible in any way whatsoever for such damage caused by / to the vessel. For such negligent action, LD shall be imposed appropriately.
- 10.12.4. In case the Contractor withholds the vessel beyond the period of charter hire, as per the written agreement between the parties, then this act of contractor shall be considered as illegal/unauthorized detention of Government property by the Contractor and shall be prosecuted under the provisions as laid down under the IPC, CrPC and any other law as amended from time to time. The officer-in-charge with immediate effect, shall issue a notice and initiate the proceedings under relevant law at the prevalent time or as amended from time to time.
- 10.12.5. In addition to this, the contractor shall be liable to pay the monthly hire-charges at the rate of 120% (One hundred and twenty percent) of the original charter hire rate till the time the vessels are legitimately handed over to the officer-in-charge by signing the Protocol of Handing Over/Taking over of the vessels by the Contractor.

## 11. INSURANCE

- 11.1. The Contractor shall arrange to insure the subject vessel for their assessed valuation in the name of the Employer immediately on signing of Protocol of handing over of the subject vessel to cover all risks i.e. fire, theft, damage (partial or full), riots, natural calamity / accident/ otherwise including any claim payable to any third party against total / partial loss or damage arising out of any situation contingent on plying and/ or mooring of the vessel on river and /or terminals and/or any other places where the vessel may be repaired or kept or situated for such purpose from / on the date of signing of the Protocol of handing over, for the value as will be estimated by the officer-in-charge with the assistance of a registered/ recognized independent Valuer / Surveyor. The Insurance Policy shall be kept valid for the entire period of charter hire commencing from the date of signing of Protocol of handing over till the date of signing of Protocol of return / taking over of the vessel. This policy shall remain in force till return of the vessel to the officer-in-charge through signing of the Protocol of return. The Insurance Policy will be issued in favour of the Employer, being the legal owner of the vessel and the original policy will be submitted to the officer-in-charge by the Contractor within ten (10) days of signing of the Protocol of handing over. Such insurance policy shall be kept in force by renewals from year to year or for such period as may be necessary and the endorsements issued by the Insurance Company for such renewals from time to time will be submitted in original by the Contractor to the officer-in-charge, prior to expiry of the validity of the Insurance Policy. The Insurance Policy shall be obtained from any Nationalized Insurance Company in India.







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11.2. The insurance shall be done by the Contractor in the following manner:

- (a) The vessel including hull and machinery;
- (b) Comprehensive insurance, including wreck removal; and
- (c) Protection & Indemnity insurance

11.3. The Contractor shall also maintain at his own cost, personal and accident insurance for all the crew being transported on the vessel to cover any incident or accident or mishap that may occur during the course of the chartering period. The Authority will be indemnified from any such incident or accident or mishap and will not be responsible for any such events or effects thereof. The documentary proof of all the above insurances will have to be submitted to the officer-in-charge by the Contractor prior to commencement of operation.

## 12. ARBITRATION & JURISDICTION

12.1. If any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this tender document, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement reached within a period of 30 days from the date on which the above-mentioned dispute or difference arose.

12.2. The aggrieved party may request to CEO-UCSL (i.e., the appointing authority) for appointment of sole arbitrator to adjudicate the disputes. The CEO-UCSL will provide the option of 3 names of the arbitrators from its panel to the aggrieved party. The aggrieved party may consent one of the arbitrators to be appointed as Sole Arbitrator within 15 days. If the aggrieved party fails to consent any arbitrator, CEO-UCSL will appoint the sole arbitrator from the suggested panel, which shall be final. If the arbitrator so appointed is unable or unwilling to act or resign his appointment or vacates his office due to any reason whatsoever, another sole arbitrator shall be appointed in the manner aforesaid. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. The Arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 read with the Arbitration & Conciliation (Amendment) Act, 2015 or any statutory modifications or re-enactment thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceeding under this clause. It is also a term of this contract that the arbitrator shall adjudicate only such disputes as are referred to him by the appointing authority and give separate award against each dispute and claim referred to him. The arbitrator shall give reasons for the award. In case of contract with another Public Sector Undertaking, following Arbitration Clause shall apply: "In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22nd May 2018."

12.3. 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







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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.

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

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

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

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

### 13. LAWS GOVERNING THE CONTRACT

13.1. The laws of India shall govern this contract.

13.2. The Hon'ble High Court(s) of the zone where the vessel is under operation (under the respective Field of UCSL) shall have jurisdiction to decide any dispute arising out of or in respect of contract, but not settled through the dispute resolution provision in the contract.

### 14. OVERWRITING & CORRECTIONS

14.1. 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

### 15. OTHER PROVISIONS

15.1. Vessel given on bare boat charter shall operate as per all the rules and regulations as defined under the Inland Vessel Act, 1917 and as amended. In addition, the Contractor shall also ensure that all the rules & regulations of Prevention of Collision on National Waterways Regulations, 2002 and National Waterway, Safety of Navigation and Shipping Regulations, 2002 as prescribed in the Inland Waterways Authority of India Act, 1985 are adhered to at all times. In case of contravening any of the rules and regulations of the above Acts, the penalties as mentioned therein in the Acts shall be payable by the Contractor. The vessel shall be operated with sufficient under keel clearances at all times for safe operations. Under no circumstances, the Contractor shall carry any load beyond the registered capacity of the vessel, neither shall they carry any explosive materials, chemicals and / or contraband / disbanded materials in the vessels of the Authority given on charter. The vessel shall only be used as designed for its specific operations.





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- 15.2. In case of any order for acquisition of vessel as may be issued by the Central or State Government(s) for national requirement of emergent nature or otherwise, the officer-in-charge shall take possession of the vessel forthwith without giving any notice to the Contractor. However, on completion of such requirement in the interest of the nation, the vessel will again be handed over by the officer-in-charge to the Contractor for the remaining period of the term of the contract. The period for which the vessel will be withdrawn on such an eventuality, will not be counted towards the term of the contract. Further, the Contractor will submit an assessment report of the available board stores, spares and stock of POL etc. at the time of possession of the vessel by the officer-in-charge and also at the time of possession of the vessel from the officer-in-charge based on which the differential amount will be determined.
- 15.3. The Contractor shall not make any addition / alternation of any kind whatsoever in the vessel without prior written and express permission of the officer-in-charge.
- 15.4. The Contractor shall be solely responsible for securing, transportation, loading and unloading etc. thereof. The Contractor shall be solely responsible for any damage to the vessel. The Authority shall not be responsible under any circumstances and in any manner whatsoever for any loss and / or damage in the charter.
- 15.5. Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- 15.6. The Contractor should notify the Employer of any material change in their status, in particular, where such change would impact their performance of obligations under this contract.
- 15.7. The Contractor shall be liable to and responsible for all obligations towards the Employer for performance of the assignment.
- 15.8. The Contractor shall at all times indemnify and keep indemnified the Employer against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Contractor's) employees or agents or by any other third party resulting from or by any action, omission or operation conducted by or on behalf of the Contractor.
- 15.9. UCSL reserves the right to accept / reject any offer.
- 15.10. 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.
- 15.11. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.







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### DISCLAIMER

1. This tender document is neither an agreement nor an offer by the Udupi Cochin Shipyard (UCSL) to the prospective Bidders or any other person. The purpose of this tender document is to provide information to the interested parties that may be useful to them in the formulation of their Bid pursuant to this Tender.
2. UCSL does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this tender document and it is not possible for UCSL to consider needs of each party who reads or uses this tender document. This tender document includes statements which reflect various assumptions and assessments arrived at by UCSL in relation to the works. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each prospective Bidder should conduct its own investigations and analyses and check the accuracy, reliability and completeness of the information provided in this tender document and obtain independent advice from appropriate sources.
3. UCSL will not have any liability to any prospective Company / Firm / Consortium or any other person under any laws (including without limitation the law of contract, tort), the principles of equity, restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this tender document, any matter deemed to form part of this tender document, the award of the Assignment, the information and any other information supplied by or on behalf of UCSL or their employees, any consultants or otherwise arising in any way from the selection process for the Assignment. UCSL will also not be liable in any manner whether resulting from negligence or otherwise however caused arising from reliance of any Bidder upon any statement contained in this tender document.
4. UCSL will not be responsible for any delay in receiving the Bids. The issue of this tender document does not imply that UCSL is bound to select a Bidder or to appoint the successful Bidder, as the case may be, for the works and UCSL reserves the right to accept / reject any or all of Bids submitted in response to this Tender document at any stage without assigning any reasons whatsoever. UCSL also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the Bid.
5. UCSL reserves the right to change / modify / amend any or all provisions of this Tender document. Such revisions to the tender document / amended Tender document will be made available on the e-procurement portal & website of UCSL.



Tender No.: UCSL/CC/T/T-II/124

Date: 21<sup>st</sup> FEB 2023

**UNDERTAKING BY CONTRACTOR**

**NAME OF SERVICE: - TENDER FOR BARE BOAT CHARTER OF 12- TON BOLLARD PULL TUG**

1. "I / WE COMPLY WITH ALL CONDITIONS OF TENDER BY UCSL AND CONFIRM THAT RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES AND DUTIES INCLUDING SERVICE TAX IF APPLICABLE. I / WE ALSO CONFIRM THAT PART - 2 (PRICE BID) DO NOT CONTAIN ANY CONDITIONS".
2. "I / WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID."

**Signature:**

**Seal:**

**Name & address of the contractor:**





**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 .....(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. UCSSL/CC/T/T-II/124 dated 21<sup>st</sup> FEB 2023 Tender for Bare Boat Charter of 12- Ton Bollard Pull Tug at UCSSL, 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: .....







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## UCSL/CC/T/T-II/124 Dt 21<sup>st</sup> FEB 2023

### TENDER FOR BARE BOAT CHARTER OF 12- TON BOLLARD PULL TUG

#### PRICE BID FORMAT

Sl. No.	Description	No. of Months	Rate / Month	Total (INR)
1	Bare Boat Charter of 12-Ton Bollard Pull Tug	36		
2	Total Amount			
3	GST @..... %			
4	Grand Total			
Grand total in words-				
Escalation on the above rates on second year, in case the contract is extended				.....%
<p>i) The rates quoted should be all inclusive and shall include the maintenance charges and other incidental expenditures, if applicable.</p> <p>ii) Only GST as applicable, will be considered extra.</p> <p>iii) Quotes with Conditional rates / additional charges / Conditional discounts will be disqualified</p>				

- L1 will be determined based on the serial no. 4

Signature:

Date:

Address of the contractor:

Seal:





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### ANNEXURE-VI

#### 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	Scope under Dry Dock repairs clause no. 3	Agreed as per tender/Do not agree	
3	Commencement & Completion of Contract as per clause no 4.1	Agreed as per tender/Do not agree	
4	Unconditional Acceptance	Agreed as per tender/Do not agree	
5	Undertaking by the contractor	Agreed as per tender/Do not agree	
6	Offer Validity	09 Months - Agreed as per tender/Do not agree	
7	Taxes & Duties	Specified/included in Price	
8	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
9	Security Deposit	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:

