



# UDUPI COCHIN SHIPYARD LIMITED

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

## **TENDER FOR HIRING TAXI FOR UDUPI COCHIN SHIPYARD LIMITED ON CONTRACT BASIS**

Enquiry No. & date	UCSL/CC/T/TUG/299, Dt: 18 <sup>TH</sup> NOVEMBER 2024
Name of work	<b>HIRING TAXI FOR UDUPI COCHIN SHIPYARD LIMITED ON CONTRACT BASIS.</b>
Last date & time of receipt of tender	<b>22<sup>ND</sup> NOVEMBER 2024 (FRIDAY), 15:30HRS</b>
Date & time of opening of Bid	<b>22<sup>ND</sup> NOVEMBER 2024 (FRIDAY), 15:30HRS</b>

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

- 1.1. This enquiry pertains to the hiring of A/c premium sedan car (Maruti Suzuki Dzire/ Honda Amaze / Toyota Etios / Equivalent) for UCSL (Udupi Cochin Shipyard Limited) on 1 Year Contract Basis.
- 1.2. The vehicle hired as dedicated vehicle for the official use of UCSL senior executive/Clients.
- 1.3. You are requested to understand the scope of work /service before submitting your offer.

### **2. SCOPE OF WORK**

- 2.1. The scope of work consists of hiring of 01 no. A/c Premium Sedan (Preferred models: Maruti Suzuki Dzire/ Honda Amaze / Toyota Etios / Equivalent) along with driver for the official use of UCSL Owner representative.
- 2.2. The year of registration of offered vehicle model shall be 2020 or later as per the registration certificate issued by MVD.
- 2.3. Normal Operation hours of the vehicle will be 08.00 to 20.00hrs per day along with driver for an average use on all days in a month for the official use of daily operations between all three facilities within the Udupi district, namely Malpe, Baputhotta, and Hangarakatte and occasional trips to Mangalore. The yard will be non-operational during company holidays and Sundays. However, if required for yard operations, vehicle may be called for the yard service.
- 2.4. Vehicles should have valid and proper documents like RC Book, Insurance Policy, Tax paid token, Pollution certificates, First aid medicines etc. during the contract period. All statutory conditions to be fully met by contractor at their cost. UCSL authorized officer has the right to verify RC book, Insurance, Pollution Certificate and Tax paid.
- 2.5. The vehicle is hired as dedicated vehicle for the official use of UCSL senior executive. So, the company name shall be placed in both front and rear side of vehicle by UCSL, as per the prevailing MVD rules.
- 2.6. Vehicle engaged in UCSL service should be in excellent working condition with proper cleanliness both internally and externally and good upholstery to be maintained.





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- 2.7. In case of interstate travels are required, necessary permit for same should be arranged by service provider at his cost and the amount will be reimbursed with documentary proof.
- 2.8. The vehicle should report with sufficient quantity of fuel and other consumables for meeting the daily work.
- 2.9. The service provider shall ensure that sufficient funds are provided to the driver towards the cost of fuel, toll, parking, driver's food, lodging etc. No payment on any account shall be made by company during the trip.
- 2.10. Authorized representatives of UCSL have right to allocate trips and timings of the vehicles and the same shall be binding on the service provider. The usual duty hour shall be 08:00hrs to 20:00hrs unless notified otherwise. In case of change of reporting location of the vehicle or any other situation involving financial implication, the rate may be negotiated as the case may be. UCSL reserves the right for the revision of rate in such practical situation.
- 2.11. Trip sheet: The time and distance of service provided shall start from the point of pickup to the point of final drop off. In case the reporting and releasing location not informed, UCSL Malpe/Hangarkatta unit shall be deemed as pick up and drop location. Odometer reading, starting and closing time shall be entered in trip sheet based on usual daily pick up and drop off location of officer. Time and distance reading on Garage-to-Garage basis shall not be considered for payment in any circumstances.
- 2.12. Arrangement of alternate vehicle in the event of breakdown of vehicles that may occur during trips, or rejection by USCL Officer-in-Charge, shall be done by the service provider immediately at their own cost. If the firm fails on this, UCSL reserves the right to engage vehicle from other sources and the cost so incurred shall be borne by the firm/Deducted from the monthly bill on actuals.
- 2.13. UCSL will not take responsibility for any liabilities caused by the contractor in respect of the vehicle's tax, insurance, road permit, accident, labour laws or penalties by authorities etc., or will not compensate part or full whatever may be the reasons
- 2.14. Contractors shall ensure to send the same vehicles and drivers to the extent possible for smooth operation.
- 2.15. Driver should have valid driving license with badge.
- 2.16. Uniforms are to be preferably White in color considering the nature of the work being performed.
- 2.17. The driver should regularly wash the uniforms and shall be presentably neat and clean while reporting for duty.
- 2.18. Reporting officer shall have right to restrict entry of the driver in case, if the driver is habitual offender in terms of cleanliness and miss behavior.
- 2.19. The quoted rate shall include the cost for supply of vehicle in perfect running condition with Driver, Fuel, Lubricants, Spares, Statutory Payments, Repairs if any and other essential requirements.





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- 2.20. Work to be done to the satisfaction of Officer-in Charge UCSL.
- 2.21. Toll charges will be reimbursed on actuals.
- 2.22. Normal working hours will be 12 hour per day, beyond 12 hours duty on requirement need to be undertaken by the service provider. For extra hours additional payment shall be made by UCSL.
- 2.23. Monthly requirement is 2500km beyond 2500km on requirement need to be undertaken by the service provider. For extra kilometers additional payment shall be made by UCSL.

### **3. PERIOD OF CONTRACT**

- 3.1. The contract shall be valid for 1 years from date of issue of work order. Udupi Cochin Shipyard Limited (UCSL) reserves the right to extend the validity of contract for a further 01-year period on same rate & conditions. The extension of contract will be based on the performance of the contractor. Decision of officer –in-charge, UCSL will be final in this regard. The quoted rates will remain firm without any escalation during the contract period of 01 year and for extension period of 01 year.

### **4. VALIDITY**

- 4.1. The offer shall be valid for a period of 01 year and no escalation in rate shall be allowed by UCSL on whatsoever reason.

### **5. TAXES & DUTIES**

- 5.1. 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**).

### **6. PAYMENT**

- 6.1. Payment will be made on monthly basis.
- 6.2. Payment shall be released within 15 days from date of submission of bill with the signature of executive officer
- 6.3. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

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

- 7.1. This contract may be terminated upon the occurrence of any of the following events
- 7.1.1. By agreement in writing of the parties hereto;





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- 7.1.2. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) 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;
- 7.1.3. 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.
- 7.1.4. In cases where maximum limit of LD is reached and still the items are not delivered.
- 7.1.5. For fraud and corruption or other unacceptable practices.
- 7.1.6. 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.
- 7.2. UCSL may by notice in writing to supplier terminate the order after issuing due notice i.e., 15 days' notice period. UCSL shall be entitled to compensation for the loss limited to the order value.
- 7.3. Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by UCSL for the material delivered/work done as per the payment milestones.

## **8. ARBITRATION & JURISDICTION**

- 8.1. 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.
- 8.2. 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.
- 8.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.





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- 8.4. Language of Arbitration: The Language of arbitration shall be English.
- 8.5. Governing Law: The contract shall be governed by Indian Law
- 8.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

**9. SUB CONTRACTING AND ASSIGNMENT**

- 9.1. 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 UCSSL
- 9.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of UCSSL. 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.

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

- 10.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSSL.
- 10.2. 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 UCSSL.

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

- 11.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond thirty (30) days from the agreed schedule, UCSSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

**12. FORCE MAJEURE**

- 12.1. 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, UCSSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

**13. SAFETY OF PERSONNEL AND FIRST AID**

- 13.1. The Agency shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. In this regard, the Contractor will have to fully indemnify UCSSL against any claims made by his workmen/other personnel.





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- 13.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UCSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 13.3. The Agency shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labor for executing the works.

**14. LABOUR LAWS AND REGULATIONS**

- 14.1. The Contractor 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.
- 14.2. The Contractor 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 Contractor shall inform UCSL his license number from the Central Labour Commissioner.
- 14.3. All contract workmen, 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 contract workmen in the Company. In Case 1, All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 14.4. The Contractor 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.
- 14.5. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted, or adjusted by UCSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by UCSL.
- 14.6. The Contractor 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 Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 14.7. Person who is engaged for works in UCSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 14.8. Passport/attested copy of passport with photo and address particulars.

OR





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Police clearance certificate with photo and address particulars. (Police clearance certificate to the effect that the concerned person is staying in the area of jurisdiction of the certificate issuing Police Station and that the person is not involved in any criminal offences as per the records available therein.)

14.9. **Contractors are to familiarize themselves with the labour rules & regulations.**

**15. OTHER TERMS & CONDITIONS**

- 15.1. Quality of workmanship shall conform to the specification/ standards laid down by UCSL.
- 15.2. UCSL reserves the right to accept / reject any offer.
- 15.3. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 15.4. The Contractor shall indemnify UCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at UCSL.
- 15.5. It is also to be understood by the Contractor that Udupi Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of UCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 15.6. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant Labour laws.
- 15.7. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

Asst. General Manager (Materials & Contract Cell).

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



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**16. PRICE**

Sl. No.	DESCRIPTION OF WORK	UOM	QTY	RATE	TOTAL AMOUNT (INR)
1	Charges for Hiring of Taxi for Monthly Basis as per the scope of Work.	Month	12		
2	IGST/GST @ ..... %				
3	<b>Grand Total</b>				
Grand total in words:					

\* L1 will be determined based on the SL No:1.

Signature:

Address of the contractor:

Date:

Seal:

**Additional Rates:**

Sl. No.	DESCRIPTION OF WORK	UOM	RATE
1	Additional Charged for running the vehicle beyond 2500km per month	KM	
2	Additional charges for extra hours working beyond 12 hours	Hours	

\*\* The above rates not considered for L1 arriving.

16.1. Prices are to be quoted in the Pricing Format. The quotations to be submitted in the company letter head and forwarded to [contractcell@udupicsl.com](mailto:contractcell@udupicsl.com)

