



# UDUPI COCHIN SHIPYARD LIMITED

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

## **TENDER FOR ANNUAL RATE CONTRACT FOR SUPPLY OF 20 LTR WATER BOTTLES**

Tender No. & date	UCSL/CC/T/GEN/304, DT: 24 <sup>TH</sup> MARCH 2025
Name of work	ANNUAL RATE CONTRACT FOR SUPPLY OF 20 LTR WATER BOTTLES
Last date & time of receipt of tender	29 <sup>TH</sup> MARCH 2025 (SATURDAY), 16:00HRS
Date & time of opening of Bid	29 <sup>TH</sup> MARCH 2025 (SATURDAY), 16:00HRS

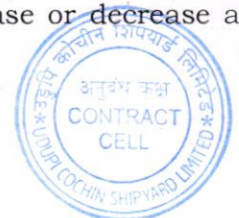
### **1. DESCRIPTION**

- 1.1. This enquiry pertains to the awarding of “Annual rate contract for supply of 20-liter packaged water bottles” at Udupi Cochin Shipyard Limited (UCSL)– Malpe, Baputhotta & Hangarkatta yard premises, for a period of one (1) year and can be extended for further period of One (01) more year at the end of one year on mutual agreement basis on same rate, terms & conditions.
- 1.2. The scope of work is to Supply 20-liter packaged water bottles, from the Agencies/Individuals/Water supplier who have carried out the same nature of job.
- 1.3. The requirement of packaged drinking water is to be carried out at Udupi Cochin Shipyard Limited (UdupiCSL) facilities at Malpe, Baputhotta & Hangarkatta yards, Udupi, Karnataka.

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

#### **SCOPE OF CONTRACTOR:**

- 2.1. The drinking water is basically required to cater the need of drinking water at UdupiCSL.
- 2.2. 20-liter Water bottles have to be supplied on daily basis and also if required on urgent basis on short notice, as and when required, within max. one hour of receiving the telephonic order, at Malpe yard, Baputhotta warehouse unit and Hangarkatta unit (UdupiCSL), as the case may be.
- 2.3. The water should be properly delivered in good condition and UdupiCSL security entry and exit procedures to be followed.
- 2.4. Water should be clear, potable, totally hygienic, odorless, requisite municipal/statutory standards for drinking.
- 2.5. The frequency of supply of water at the location will be met with daily requirement (or) as per the requirement by the UdupiCSL, which may increase or decrease as per requirement.





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- 2.6. Any liability arising out of unsafe water supplied will be borne by the bidder.
- 2.7. The Contractor should provide cell phone numbers of himself & his drivers, supervisors. The contact phone numbers should be always switched on & connectable.
- 2.8. The rates quoted should be inclusive of water charges, transportation, labour, waiting and unloading time, taxes & all other things. No extra claims shall be entertained on the cost factor during any time of the contract period.
- 2.9. Vendor should inform the driver /Conductor to maintain the yard discipline rules and regulations.
- 2.10. The water supplier should comply with regulations of concerned authorities like Local Administration department, RTO & Income tax Department, etc.
- 2.11. The supplier should submit the QC certificate of water testing on Monthly or requirement basis as and when asked.
- 2.12. The supplied water should be in good quality, quantity as required by UdupiCSL.
- 2.13. Supplier shall submit the test reports of water, (Chemical & Biological) to UdupiCSL, as when required from an approved laboratory on orders of UdupiCSL and the expenses of tests should be borne by the supplier only.
- 2.14. All correspondence with UdupiCSL to be in English language. All documents and plans to be in English language and in metric units.
- 2.15. The Contractor should provide cell phone numbers of himself & his drivers, supervisors. Water tankers are generally ordered from (8 AM to 6 PM). The contact phone numbers should be always switched on & connectable.
- 2.16. The rates quoted should be inclusive of water charges, transportation, labour, waiting and unloading time, taxes & all other things. No extra claims shall be entertained on the cost factor during any time of the contract period.
- 2.17. Vendor should inform the driver /Conductor to maintain the yard discipline rules and regulations.
- 2.18. The safety of workmen shall be the responsibility of contractor.
- 2.19. The contractor shall be responsible for any damage caused to the material supplied by UdupiCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.





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**3. SCHEDULE**

- 3.1. As per the production requirement water is to be delivered.
- 3.2. The frequency of supply of water at the location will be met with daily requirement which is 10 KL approximately (or) as per the requirement by the UdupiCSL, which may increase or decrease as per requirement.
- 3.3. Water will have to be supplied on urgent basis on short notice, as and when required, within max. one hour of receiving the telephonic order, at Malpe yard (UdupiCSL).

**4. PERIOD OF CONTRACT:**

- 4.1. The contractor shall follow the UCSL schedule requirements strictly
- 4.2. Confirmed: 01 (One) Year from 01<sup>st</sup> April 2025 to 31<sup>st</sup> March 2026.
- 4.3. Option: Extendable by additional 01 Year if so, required by UdupiCSL. The optional order shall be placed on mutual agreed basis with the firm and UdupiCSL.
- 4.4. Water shall be supplied within 05 days from the placement of Purchase Order.

**5. VALIDITY**

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

**6. TAXES & DUTIES**

- 6.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.
  - Applicable rate of GST/SAC Code
  - Firms GST Reg. NO.
  - Service accounting code (SAC) as prescribed by statutory authorities.
  - GST Reg. No. of Udupi Cochin Shipyard Limited (**29AAACT1281B1ZO**).

**7. PAYMENT**

- 7.1. 100% Payment will be made for the actual quantum of supply of water bottles.
- 7.2. Payment shall be released within 30 days from date of submission of bill and work completion certificate from the executing UdupiCSL officer-in-charge.
- 7.3. Invoice shall be submitted with necessary Work completion certificate duly certified by UdupiCSL representative.
- 7.4. Acknowledgement of trips shall be duly signed & stamped by UdupiCSL Security (Both In & Out). Original delivery challan should be handed over to the HR & Welfare section along with the bills.





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7.5. 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 UdupiCSL.

**8. LIQUIDATED DAMAGES**

8.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the commitment, 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.

8.2. 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.

8.3. 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 UdupiCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.

8.4. 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 UdupiCSL.

**9. INSPECTION/QA AND QC**

9.1. Supplier shall submit the test reports of water, (Chemical & Biological) to UdupiCSL, on monthly basis or /as when required from an approved laboratory on orders of UdupiCSL and the expenses of tests should be borne by the supplier only.

9.2. All correspondence with UdupiCSL to be in English language. All documents and plans to be in English language and in metric units.

**10. TERMINATION & LIMITATION OF LIABILITY**

10.1. This contract may be terminated upon the occurrence of any of the following events

10.1.1. By agreement in writing of the parties hereto;

10.2. 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;

10.3. 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.





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- 10.3.1. In cases where maximum limit of LD is reached and still the items are not delivered.
- 10.3.2. For fraud and corruption or other unacceptable practices.
- 10.3.3. 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.
- 10.3.4. UdupiCSL may give by notice in writing to supplier for terminate the order after issuing due notice i.e., 15 days' notice period. UdupiCSL shall be entitled to compensation for the loss limited to the order value.
- 10.3.5. Liability maximum that can be claimed by the supplier shall be limited to what is due to be and has been paid by UdupiCSL for the material delivered/work done as per the payment milestones.

## **11. ARBITRATION & JURISDICTION**

- 11.1. 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 UdupiCSL Grievance Redressal Committee as per relevant clause of the Contract.
- 11.2. 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.
- 11.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 11.4. Language of Arbitration: The Language of arbitration shall be English.
- 11.5. Governing Law: The contract shall be governed by Indian Law.
- 11.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.





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## **12. IMS GUIDELINES**

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

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

12.2. Occupational Health, safety & Environmental requirements of UdupiCSL shall also include the following.

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



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**13. SUB CONTRACTING AND ASSIGNMENT**

- 13.1. Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of UdupiCSL.
- 13.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of UdupiCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order/ Work Order.

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

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

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

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

**16. FORCE MAJEURE**

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

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

- 17.1. 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 UdupiCSL against any claims made by his workmen/other personnel.





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- 17.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UdupiCSL 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.
- 17.3. 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 labour for executing the works.

**18. LABOUR LAWS AND REGULATIONS**

- 18.1. 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.
- 18.2. 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 UdupiCSL his license number from the Central Labour Commissioner.
- 18.3. 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.
- 18.4. 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 UdupiCSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by UdupiCSL.
- 18.5. 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.
- 18.6. All persons who are engaged for various works in UdupiCSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 18.7. Passport/attested copy of passport with photo and address particulars.

OR







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- 18.8. 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.)
- 18.9. Contractors are to familiarize themselves with the labour rules & regulations.

**19. OTHER TERMS & CONDITIONS**

- 19.1. UdupiCSL reserves the right to accept / reject any offer.
- 19.2. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 19.3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender.
- 19.4. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 19.5. The Agency shall have to engage men on round the clock basis and also on Sundays and holidays, if required.
- 19.6. The Contractor shall indemnify UdupiCSL 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 UdupiCSL.
- 19.7. 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 UdupiCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 19.8. Addenda to this Tender document, if issued, must be signed and submitted along with the Tender document.
- 19.9. The Contractor shall also be governed by the General Conditions of Contract of UdupiCSL, General Safety Rules and other relevant Labour laws.
- 19.10. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.



**ASST. GENERAL MANAGER (MATERIALS & CONTRACT CELL).**

  
 GANESH ACHARY  
 प्रबंधक/MANAGER  
 उडुपि कोचीन शिपयार्ड लिमिटेड  
 UDUPI COCHIN SHIPYARD LIMITED  
 माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108



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**20. PRICE BID FORMAT**

Sl. No.	DESCRIPTION OF WORK	TOTAL Bottle (One year)	RATE PER BOTTAL (20 LTR.)	TOTAL AMOUNT (INR)
1	Supply of <b>(20LTR)</b> Drinking water Bottles as per the scope of work, on annual rate contract basis.	900		
2			IGST/GST @.....	
3			<b>Grand Total Amount</b>	
4	Grand Total in words:			
i) The rates quoted should be all inclusive and shall include the service charges and other incidental expenditure, if applicable. ii) Only GST as applicable, will be considered extra. iii) The above rate is for one year basis on ARC (Annual Rate Contract). iv) The quantity indicated above is approximate, based on the actual requirement during past and the contractor does not have any claim on the quantity. v) The quantity may decrease or increase as per UdupiCSL requirement/ need.				

Signature:

Address of the contractor:

Date:

Seal:

20.1. 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**

20.2. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.

