

TENDER No. UCSL/CC/SER/T/UM/243/2026
Dt- 27TH MAY 2026

TENDER FOR OPERATION & MAINTENANCE OF UCSL
FACILITIES ON CONTRACT BASIS



UDUPI COCHIN SHIPYARD LIMITED

UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108



**UDUPI COCHIN SHIPYARD LIMITED**

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 Dt 27th May 2026

TENDER NOTICE

Tender No. & date	UCSL/CC/SER/T/UM/243/2026 Dt. 27 th MAY 2026
Name of work	OPERATION & MAINTENANCE OF UCSL FACILITIES ON CONTRACT BASIS.
Pre-Bid Meeting	05TH JUNE 2026 (FRIDAY) 10:30HRS
Last date & time of receipt of tender	09TH JUNE 2026 (TUESDAY), 15:30HRS
Date & time of opening of Technical Bid (Part-I)	09TH JUNE 2026 (TUESDAY), 15:30HRS

1. Password protected quotations in the prescribed form is invited from bidders for the work specified above, subject to the terms and conditions as mentioned in the annexure to the tender enquiry so as to reach the undersigned by email or through postal mode, as mentioned on or before the date and time as stipulated.
2. Pre-bid is mandatory and the bidders who are attending the pre-bid will only be considered for the further process for considering the bids being submitted, the bidders can also attend through online mode also, however to avail this, the bidder should send email request to contractcell@udupicsl.com on or before.

3. 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 List of Equipment's placed at Annexure I & II.
- b. **The Techno commercial Check List:** at Annexure VII to be filled up completely and duly signed.
- c. Duly filled form at Annexure: III, IV & V.
- d. **Unpriced Price bid:** (Price bid without price and marked as "QUOTED") to be submitted along with Part-I.

PART-II: PRICE BID

- a. The price bids shall be prepared based on the price bid format at Annexure VI.

4. Mode of Submission of Quote:

- i. Bid shall be submitted as **Password Protected Zip File** in two parts.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 Dt 27th May 2026

Part I: Technical Bid – with all enclosures and annexures as mentioned in Para 2 above Part II: Price Bid.

- ii. The files are to be forwarded as Two (2) separate password protected Zip files to contractcell@udupicsl.com
 - iii. **Part I and Part II are to be protected with separate and distinctly different passwords.**
 - 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.
5. The bidders shall ensure the receipt of bids at contractcell@udupicsl.com An acknowledgement mail shall be sent to the bidders on receipt of bids. UCSL takes no responsibility for delay, loss or non-receipt of tenders by mail by the stipulated time.
 6. The tender should be addressed to the **Assistant General Manager (Contract Cell), Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udupi-576 108, Karnataka, India.**
 7. 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 (Contract Cell), Udupi Cochin Shipyard Limited, tender and reserves the authority to reject the tender received without assigning any reason.
 8. Contact Person: Mr. Akhil R P, Ph. No: +91 8129624149

Assistant General Manager (Contract Cell)

अखिल आर पी
AKHIL R P
प्रबंधक MANAGER
उडुपि कोचीन शिपयार्ड लिमिटेड
UDUPI COCHIN SHIPYARD LIMITED
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

TERMS AND CONDITIONS

TENDER FOR OPERATION & MAINTENANCE OF UCSL FACILITIES ON CONTRACT BASIS

1. DESCRIPTION OF WORK:

- 1.1. This requirement pertains to the awarding of contract for carry out the contract of Operation & Maintenance of UCSL Facilities on contract basis for the period of 1 year from 01ST July 2026 on contract basis with a provision to extend to another one more year with the same terms & conditions on mutual agreement basis at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe, Karnataka.
- 1.2. The Contract engagement as Operation & Maintenance work is to be carried out at Udupi Cochin Shipyard Limited facility at Malpe, Baputhotta & Hangarkatta Site, in Udupi district, Karnataka.
- 1.3. The Agencies are advised to familiarize themselves with the site conditions before quoting.
- 1.4. 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. MINIMUM QUALIFICATION CRITERIA FOR PARTICIPATING IN THE TENDER WILL BE AS FOLLOWS:

- 2.1. The contractor shall have experiences in providing supply of manpower in shipyard, Marine, offshore and other heavy industries.
- 2.2. The contractor / Agency should be registered with appropriate registration and documents related to be submitted and to be registered under companies act.
- 2.3. The bidder should have at-least 3 years of experience in 3 consecutive years in handling of contract in similar Heavy Engineering Industry / Oil & Gas Industry / Shipyard in India.
- 2.4. The bidder/Contractor should have experience in successfully completed maintaining 66KV or higher voltage capacity substation similar jobs to Public Sector Companies / Reputed Private Sector Companies during last 5 years ending last day of month previous to the one in which tenders are invited should be any one of the following:
 - a) One work order value not less than 70 lakhs.
 - b) Two work order value not less than 40 lakhs each.
 - c) Three work order value not less than 30 lakhs each.
- 2.5. Details of orders executed along with work completion certificate (Self attested copy) from the client indicating the performance, nature of work and value of work executed should be submitted along with the technical bid, in absence of work completion certificate, proof of ongoing work can be submitted.
- 2.6. The bidder should have a valid A class electrical contractor license from Karnataka state electricity board. (Please submit the documentary proof of contract license issued by the govt. Authority).
- 2.7. Details of the persons like Supervisor/Engineer for Mechanical/Electrical, Electrician and General Mechanical technician qualification, experience to be submitted along with the technical bid. Later changes in the above persons will be interviewed and confirmed for positioning.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- 2.8. Similar jobs in the above refers to the jobs that are undertaken in Central Government /State Government departments, Private or public sector undertaking for providing manning, operation and maintenance services.
- 2.9. The average annual financial turn over should be at least Rs. 70 lakhs during the last financial year (Audited balance sheets showing turnover profit & loss account of the firm for the preceding FYs should be submitted).
- 2.10. The Bidder should be registered for GST and PAN no (Submit copy of Registration Certificate and PAN Card).
- 2.11. The Bidder should be registered in ESI & EPF authority (submit copy of Registration Certificate).
- 2.12. Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. /Public Sector Undertakings etc.

3. SCOPE OF WORK:

- 3.1. Depute competent personnel for routine, preventive, and breakdown maintenance of yard machinery listed in *Annexure-II*, ensuring smooth and uninterrupted operation at UCSL facilities located at Malpe, Baputhotta, and Hangarakatte.
- 3.2. Provide manpower assistance to OEM service engineers during servicing, inspection, and commissioning activities.
- 3.3. Manning of main switchboard rooms, upkeep and maintenance of power distribution panels, mobile panels, and other production aids like welding machines, drilling machines, lathe machines etc. Maintaining of power supply, including operation of generators and power change over from EB to Generator and vice versa on need basis.
- 3.4. Maintaining water supply and sanitation facilities installed at the yard premises, including carrying out minor repair works.
- 3.5. **Deliver required mechanical and electrical services** for vessels under construction, including temporary power supply connections and lighting, distribution of compressed air, other utility support as required for shipbuilding operations.
- 3.6. Maintaining daily log books/records in respect of power consumption, MESCOM power failures, keeping records pertaining to maintenance of equipment, breakdown logs, details of repair work carried out, and documentation related to other statutory requirements in respect of the jobs awarded to the contractor shall be the responsibility of the contractor.
- 3.7. Support yard in obtaining CEA approval /Karnataka state electricity board approval as applicable. For the same person with valid Class-A electrical license from Karnataka state electricity board is to be deployed. (Please submit the documentary proof of contract license issued by the govt. Authority).




UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

3.8. Scope of deployment of manpower is as given

Sl. No:	Description	Manpower required
1	Engineer / Supervisor Mechanical / Electrical	1
2	Electrical Technician (skilled)	12
4	General Mechanical Technician (skilled)	7
5	EOT Crane Operator	4
6	DG Operator	3
7	A/C technician	1
8	Lathe Operator	1
9	Gas Bank Operator	2
10	Hydra Operator	1
11	Forklift operator	1
12	Rigger	1
13	CNC Helper	2
14	Supervisor - Blasting Chamber	1
	Total	37

3.9. The minimum criteria of the personnel to be deputed by the contractor for undertaking the above works is as follows:

i. ENGINEER / SUPERVISOR (ELECTRICAL): The Supervisor should possess Diploma / B. Tech in Electrical Engineering from a Govt. approved university/Authority with a minimum 6 years post qualification experience for Diploma holders and 3 years of post-qualification experience for B. Tech holders respectively in the similar works. Minimum age 24 year and above, also should possess Class-A electrical license from Karnataka state electricity board.

OR

ENGINEER / SUPERVISOR (MECHANICAL): The Supervisor should possess Diploma / B. Tech in Mechanical Engineering from a Govt. approved university/ Authority with a minimum 6 years post qualification experience for Diploma holders and 3 years of post-qualification experience for B. Tech holders respectively in the similar works. Minimum age 24 year and above.

ii. ELECTRICAL TECHNICIAN (SKILLED): The workman deputed by the contractor should possess I.T.I Electrician Trade with minimum 3 years post qualification experience in the relevant field. Knowledge of electrical equipment, preventive maintenance and troubleshooting of electrical circuit. Ready to work any shifts. Preference will be given to the person with an Electrical Supervisor/ Wireman License. Minimum age 20 year and above.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- iii. **GENERAL TECHNICIAN MECHANICAL (SKILLED):** Preferably qualified Fitter (Mechanical) trade with ITI and with minimum 3 years post qualification experience of Hydra pumps, Hydraulic press, DG, Gear box in the relevant field. Minimum age 20 year and above.
- iv. **EOT CRANE OPERATOR:** Experienced in operation of EOT cranes, capable of operating cranes based on standard hand signaling. Personnel proposed to be engaged in this post will have to be approved by yard safety dept. Based on practical tests. Minimum age 20 year and above.
- v. **DG OPERATOR:** Minimum qualification regular ITI in Electrical/ Mechanical. Minimum 3 years' experience in any industry. DG preventive maintenance experienced Operation and Maintenance., ready to work in shifts. Minimum age 20 year and above.
- vi. **HYDRA/FORK LIFT:** Minimum qualification SSLC. Valid light vehicle license with a badge and Mobile Crane operator licenses minimum 10 years for Hydra and Forklift (Diesel) operation. Regular maintenance to be carried out by the operator. Both the equipment's checks are carried out by the operator. Minimum age 25 year and above.
- vii. **RIGGER (SKILLED):** Skilled Labour with knowledge in rigging / scaffolding works with minimum 3 years of experience. Personal proposed to be engaged in the post will have to be approved by the yard safety dept. Based on practical test. Minimum age 20 year and above.
- viii. **CNC HELPERS:** SSLC Pass or ITI failed basic general knowledge in tools and tackles of Mechanical and Electrical. One- or Two-years' experience in any industries. Minimum age 19 year and above.
- ix. **A/C TECHNICIAN:** Minimum qualification I.T.I MRAC with minimum 3 years post qualification experience in the relevant field. Minimum age 22 year and above.
- x. **GAS BANK OPERATOR:** The Operator should possess minimum qualification of PUC or I.T.I Fitter with 3 years post qualification experience in the relevant field. Minimum age 22 year and above.
- xi. **BLASTING CHAMBER SUPERVISOR:** 10-15years experience in industrial coatings and proficiency with PLC – controlled automated systems. Minimum age 32 and above.
- xii. **LATHE OPERATOR:** I.T.I TURNER/ MECHINIST/ FITTER with minimum 10 years industrial experience in relevant field. Minimum age 28 and above.




UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- 3.10. The minimum manpower to be deputed by the contractor for manning, operation routine maintenance of the facilities shall be as follows:

Minimum Man Power to be Deployed (Indicative Only)						
Location	Description	Operating Shift				
		General	1 st	2 nd	3 rd	Total
Supervisor	Engineer / Supervisor Mechanical / Electrical	1	-	-	-	1
Malpe and Baputhotta	Electrical Technician	3	2	2	1	8
	General technician Mechanical	2	-	2	-	4
	EOT Crane Operator	1	-	1	-	2
	DG Operator	-	1	1	1	3
	Lathe Operator	1	-	-	-	1
	Gas bank Operator	-	1	1	-	2
	AC technician	1	-	-	-	1
	Hydra Operator	1	-	-	-	1
Hangarkatta	Forklift Operator	1	-	-	-	1
	Electrical Technician Skilled	1	1	1	1	4
	General Mechanical technician	3	-	-	-	3
	EOT Crane Operator	2	-	-	-	2
	Rigger	1	-	-	-	1
	CNC Helper	2	-	-	-	2
	Blasting Chamber Supervisor	1	-	-	-	1
Total		21	5	8	3	37

- 3.11. **Working Hours:** Bidder should ensure the operation & maintenance activities at UCSL is done without affecting the yard and manpower should work in general shift (08:15hrs to 17:30hrs) and also Essential works will be done in a shift timing as per the instruction of UCSL Officer-in-charge.
- 3.12. UCSL payment will be based on the actual man-days and as per terms & conditions of tender/work order. However, the bidder/contractor should consider and pay the wages for the concerned month on monthly basis including working days and holidays to the deputed work force without fail, the additional cost incurred during the holidays payable to workforce should be on behalf of contractor, no additional claim is applicable for the same.
- 3.13. **Extra working hour compensation:** Up on project / site requirements, all personnel have to work beyond normal working hours (within the stipulations of Factories Act), payment will be made on pro-rata basis, per hour Rate = (Monthly Amount/ (26*8)). Extra working hours should be sanctioned by Officer-in-Charge.
- 3.14. All wages, claims, remuneration, dues payable to the said personnel shall be borne by the contractor alone. UCSL shall have no liability to pay these dues, claims or remuneration. In no event, shall an employer and employee relationship accrue/arise implicitly or explicitly between UCSL and the said personnel of the contractor. It shall be the responsibility of the contractor to ensure that no liability falls on UCSL in respect of the personnel deployed by the contractor.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- 3.15. Contractor/Agency is a wholly responsible for Operation and maintenance of the UCSL facilities likes Substation, DG's, Cranes, Transformer etc.
- 3.16. The performance of the persons so deployed by the contractor is not up to the mark or there is a commission of misconduct or disorderly conduct, the contractor shall upon the UCSL's reporting and instructions, immediately withdraw and/or take suitable action against such persons.
- 3.17. The contractor shall not engage or remove or change any person without the knowledge and concurrence of the UCSL Officer-in-charge (AGM- U&M/ his representative). UCSL shall have the right to advise the contractor to terminate the services of any employee (person deployed by the contractor) for any violation of security provisions and / or indiscipline / violent behavior, agitation, instigating other peaceful works. In case of such advice, contractor shall comply with the same with immediate effect with or without assigning any reason and assign a replacement immediately by submitting all the required documents for verification.
- 3.18. Continuous absence of deputed persons as required for the duty, may lead to impose of penalty on contractor by UCSL and even may result in cancellation of contract.
- 3.19. The contractor should manage weekly off and leave of personnel and still ensure deployment of people as per U&M Department requirement.
- 3.20. Maintenance of muster roll will be the responsibility of designated persons under the direction of U&M Dept. officer of UCSL.
- 3.21. Contractor will be responsible for any damage caused to the property of UCSL due to negligence of personnel deployed by him for the job. In such cases, he will be charged on account of expenditure arising for repair/replacement of the same.
- 3.22. That for performing the assigned work, the contractor shall deploy medically and physically fit persons who are honest and competent. The contractor shall ensure that the deployed persons are punctual, disciplined and vigilant in performance of their duties. Persons so deployed in UCSL.
- 3.23. The contractor shall be liable for payment of wages and all other dues which its personnel are entitled to receive under the various Labour laws and other statutory provisions, directly into the account of the individual and submit a copy of bank statement reflecting such transactions along with the monthly bill. UCSL can also call for passbook/mini statements/account statements of staff deployed for verification of credit of monthly salary.
- 3.24. Contractor shall at its own cost take necessary insurance cover in respect of the aforesaid services rendered to UCSL. The contractor shall comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Minimum Wages Act, 1948; and/or any other statues that may be applicable to them.
- 3.25. The persons to be deployed at all three sites at Malpe, Baputhotta & Hangarkatta of UCSL as per the requirement. Agency has to arrange their own transport with their cost. No extra allowances will be paid for inter site movements.
- 3.26. UCSL will not be responsible for any injury/death caused to the employees provided by Contractor at UCSL. It will be the responsibility of Contractor to abide by all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by UCSL in this regard.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- 3.27. UCSL reserves the right to increase or decrease the number of persons as per the requirement.
- 3.28. It is the prime responsibility of the contractor - to arrange substitutes for the absent employees on week off and holidays, if any. Since the rate is including the week off and holidays no additional amount will be paid on such substitution.
- 3.29. Food, Transportation & accommodation expenditure in the scope of contractor.

4. OTHER GENERAL REQUIREMENTS.

- 4.1. All the staff being provided standard uniforms with the name of the Contracting firm embroidered / printed on the uniform.
- 4.2. Uniforms are to be preferably dark in color considering the nature of the work being performed, in case the contractor does not have a standard uniform as per their company policy.
- 4.3. The gents are to be provided the standard uniform with shirt and pants or the Boiler suit and the ladies are to be issued with the Churidar / Saree with an overcoat. Uniform shall be embroidered with the name of firm (with logo preferably).
- 4.4. The staff should regularly wash the uniforms and shall be presentably neat and clean while reporting for duty.
- 4.5. Reporting officer shall have right to restrict entry of the staff in case, if the staff is habitual offender in terms of cleanliness.
- 4.6. At least 70% of the staff are to be of permanent residents within 150 km radius from the facility.
- 4.7. The contractor shall pay employees at least the statutory minimum wages, including wages for weekly offs and all mandatory leave, in full compliance with applicable laws.
- 4.8. The per-day rate shall be all-inclusive and shall cover minimum wages, weekly offs, mandatory holidays, bonus, allowances, and service charges, in accordance with applicable statutory requirements.

5. UCSL SCOPE OF WORK:

- 5.1. Sufficient supply of water will be provided by UCSL.
- 5.2. Supply of electricity.

6. METHOD OF AWARDING CONTRACT

- 6.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure VI) and emerging as L1.
- 6.2. UCSL also reserves the right to split the optional work orders to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 6.3. UCSL reserves the right to cancel the tender if required.

7. PERIOD OF CONTRACT:

- 7.1. The contractor shall follow the UCSL schedule requirements strictly
- 7.2. Confirmed: 01 (One) Year from. 01st July 2026 to 30th July 2027.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

7.3. Option: Extendable by additional 01 Year if so, required by UCSL. The optional order shall be placed on mutual agreed basis with the firm and UCSL.

7.4. Mobilization of manpower shall be done within 15 days from the placement of contract.

8. VALIDITY

8.1. The offer shall be valid for a period of 180 days and no escalation in rate shall be allowed by UCSL on whatsoever reason.

9. RATE

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

10. PAYMENT TERMS

10.1. Payment shall be released on monthly basis within 30 days of receipt of invoice.

10.2. The payment shall be released monthly wise in the upcoming month on production of the following documents:

- a) Monthly Duty Roster – certified by the UCSL authorized representative.
- b) Documents and challans, evidencing payment of wages and submission of EPF, ESI, PT and other Statutory payments as per the instructions of UCSL.
- c) Submission of invoice / other relevant documents if any.

10.3. Statutory levies such as I.T, Contribution towards PF, ESI, PT etc., shall be deducted from the bill as applicable.

10.4. 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.

11. TAXES & DUTIES

11.1. 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**).

12. SECURITY DEPOSIT / PERFORMANCE GURANTEE

12.1. The successful tenderer shall remit security deposit equivalent to payment of 37 persons for 30 days for the scope of work within 15 days of receipt of the work order / signing of agreement. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSL) from any of the nationalized banks, valid for a period of 12 months from the contract date. The Security Deposit will be released on certification of satisfactory completion of the contract and no liability to UCSL by Officer-in charge. The Security Deposit retained will not bear any interest.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

13. LIQUIDATED DAMAGES

- 13.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in engagement of manpower as per the requirement, 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.
- 13.2. 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.
- 13.3. If, for any reasons, supplier has a justification towards delay in supply / work execution and would intend to consider applicability/ non applicability of LD, the same shall be intimated to UCSL by way of a letter, failing which it will be deemed that delay is attributable to the supplier.
- 13.4. Delay in supply/Interruption of the work for reasons not attributable to supplier shall entitle extension of the order execution period for proportionate period without any additional cost to UCSL.

14. POWER OF ATTORNEY

- 14.1. The tenderer(s) shall have to sign in each page of the tender documents with official stamp as a token of his acceptance of the conditions stated therein.
- 14.2. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.

15. TERMINATION & LIMITATION OF LIABILITY

- 15.1. This contract may be terminated upon the occurrence of any of the following events
- 15.2. By agreement in writing of the parties hereto;
- 15.3. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within fifteen (15) days, or such longer time as may be agreed upon by the parties, after receipt of notice thereof in writing from the non-defaulting party;
- 15.4. By the other party, upon either party;
- i. Making the assignment for the benefit of creditors, being adjudged a bankrupt or becoming insolvent; or
 - ii. Having a reasonable petition filed seeking its' dissolution or liquidation, not stayed or dismissed within sixty (60) days; or
 - iii. Ceasing to do business for any reason.
- 15.5. For fraud and corruption or other unacceptable practices.





UDUPI COCHIN SHIPYARD LIMITED

Tender For Operation & Maintenance of UCSL Facilities on Contract Basis
UCSL/CC/SER/T/UM/243/2026 DT: 27TH MAY 2026

- 15.6. 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.
- 15.7. UCSL may by notice in writing to Agency to terminate the order after issuing due notice i.e., 30 days' notice period. UCSL shall be entitled to compensation for loss limited to the order value.
- 15.8. Liability maximum that can be claimed by the Agency shall be limited to what is due to be and has been paid by UCSL for work done as per the payment milestones and limited to work order value.

16. ARBITRATION & JURISDICTION

- 16.1. 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.
- 16.2. 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.
- 16.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 16.4. Language of Arbitration: The Language of arbitration shall be English.
- 16.5. Governing Law: The contract shall be governed by Indian Law
- 16.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

17. SUB CONTRACTING AND ASSIGNMENT

- 17.1. Contractor shall not assign or transfer the Purchase Order/ Work Order or any share or interest therein in any manner or degree to any third party without the prior written consent of UCSL.
- 17.2. Contractor shall not contract with any subcontractor and/or vendor without the prior written consent of UCSL. Such consent shall not relieve the Contractor from any of his responsibilities and liabilities under the Purchase Order/ Work Order. In addition, Contractor shall ensure that the terms and conditions of any such contract shall comply with and correspond to the terms and conditions of the Purchase Order/ Work Order.

