



UDUPI COCHIN SHIPYARD LIMITED

(Formerly TEBMA Shipyards Limited)
Malpe Harbour Complex, Malpe,
Udupi, Karnataka – 576 108, India.
Tel – 0820 2538604.

TENDER FOR DISPOSAL BY SALE OF WOODEN PACKAGE WASTE MATERIAL AT MALPE AND HANGARAKATTE YARD UCSL FACILITY

UCSL/CC/T/GEN/194 Dt: 28TH September 2023

Enquiry No. & date	UCSL/CC/T/GEN/194 Dt: 28 TH September 2023
Name of work	TENDER FOR DISPOSAL BY SALE OF WOODEN PACKAGE WASTE MATERIAL AT MALPE AND HANGARAKATTE YARD UCSL FACILITY
Last date & time of receipt of tender	11 th October 2023(Wednesday), 15:30 hrs
Date & time of opening of Bid	11 th October 2023(Wednesday), 15:30 hrs

1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of annual rate contract for disposal by sale of wooden package waste material at Malpe and hangarakatte yard UCSL facility.

2. SCOPE OF WORK

- 2.1. Bids are invited from the interested buyers for disposal by sale of approximately 10 Ton of WOODEN PACKAGE WASTE MATERIAL accumulated in designated areas in UCSL, on "AS-IS-WHERE-IS" condition and Buyer shall take WOODEN PACKAGE WASTE MATERIAL from UCSL within 15 days from sale order.
- 2.2. The quantity mentioned above is the wooden package waste material probably generate at Malpe and hangarakatte yard UCSL facility annually.
- 2.3. Where the goods are sold on the basis of 'UNIT MEASUREMENT', the quantity indicated in such cases against the respective lots are purely indicative which in actual may turn out to be more or less than the indicated quantity. In case of actual quantity turning out to be less than the indicated quantity after due completion of the lifting by the Buyer, the Buyer shall not be entitled to claim any damages, loss of interest or compensation on any other account.
- 2.4. The bidders are requested to quote their most competitive (highest) rates according to the unit specified (Rate per Ton). Sale order will be issued for 10 Ton of WOODEN PACKAGE WASTE MATERIAL for a period of one year. However, invoice will be raised based on the actual quantity at the time of disposal. Conditional offers shall not be considered in any case.
- 2.5. The rate quoted should be exclusive of GST and all other taxes and levies, if any.
- 2.6. The buyer has to furnish the list of employees who shall be engaged for the work in connection with taking delivery of item along with their particulars to UCSL for their entry to UCSL and shall comply with the relevant safety rules, labour rules, such as ESI, PF etc. for the employees engaged. The buyer is also required to maintain such record throughout the period of execution of the work.
- 2.7. The buyer has to make their own arrangement for collecting, lifting, handling and transporting the item (at his own risk / cost). All equipments required for collecting WOODEN PACKAGE WASTE MATERIAL from the designated areas in UCSL shall be brought by buyer at his cost and responsibility.
- 2.8. The Purchaser shall bring their own bags and boxes, cases or their receptacles for the removal of the auctioned items and shall be responsible for loading, weighing of materials under supervision of authorized official of UCSL.
- 2.9. All labour, tools and equipment for safe loading of the items from UCSL site to buyer's vehicle with all leads, lifts, etc, shall be arranged by the buyer at his cost. Electric power and Water shall be provided free of charge at pre-determined point, if required, subject to availability. Crane facility for loading the items, In case of extreme necessity, will be provided by UCSL free of cost subject to availability. However, such facility will be extended without adversely affecting routine activities of UCSL and on availability of spare capacity.





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- 2.10. Customs clearance, debonding (including customs duty) if any required, for removing the items shall be arranged by UCSL. However, all other permits to work as per the existing Safety Rules are to be obtained from the concerned by buyer before commencement of work.
- 2.11. The removal of the above items shall be in the presence of the representatives of UCSL (including custodian department) and Security personnel. The buyer shall have to take required clearance / permit from above representatives and safety department prior to lifting of above items / work.
- 2.12. The above activities shall be carried out without causing any loss or damage to the properties of UCSL. The cost of such loss or damage if any shall be recovered from the buyer.
- 2.13. The sale is for total quantity of 10 Ton (Approximate) of WOODEN PACKAGE WASTE MATERIAL which has been accumulated in the designated area inside UCSL premises on total clearance basis from above mentioned earmarked areas in UCSL premises. (On receipt of SD, Sale Order shall be issued to the successful bidder by UCSL). UCSL will issue necessary delivery documents (Material Out Pass, Delivery Chelan and Invoices) to the successful bidder at the time of taking delivery.

3. METHOD OF AWARDING CONTRACT

- 3.1. Contract will be concluded with Bidder agreeing to Commercial conditions and emerging as H1.
- 3.2. UCSL also reserves the right to split the work order to any number of bidders willing to match with H1 rate, if the performance of selected bidder is not satisfactory.
- 3.3. UCSL reserves the right to cancel the tender if required.

4. INDICATIVE QUANTUM OF WORK

Sl no.	Description	Qty/year
1	Disposal of wooden package waste material.	10 Ton

5. COMMON REQUIREMENTS

- 5.1. The sale of WOODEN PACKAGE WASTE MATERIAL will be governed by Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016 and its amendments (if any). Buyer shall have all facilities / registration / licenses as stipulated by prevalent guidelines / notifications issued by central pollution control board (CPCB) / Ministry of Environment & Forest (MoEF) and shall comply to all such rules / Notification / Guidelines pertaining to handling / sale, as applicable.
- 5.2. In case the buyer fails to execute the sale order properly as per the conditions, UCSL reserves the right to dispose of the material by other means as considered appropriate. In case of noncompliance of the sale order/sale order conditions, UCSL also reserves the right to attach the security deposit/ balance advance payment if any in this connection. Also, UCSL shall take appropriate action against the firm.
- 5.3. The vendor is required to submit the relevant forms during the material lifting for the WOODEN PACKAGE WASTE MATERIAL for disposal, if any.
- 5.4. Re-selling of material will not be allowed at UCSL premises.
- 5.5. UCSL will not be in any way responsible for failure to deliver the materials due to cause beyond their control such as strike, lock out, cessation of work by laborers, shortened hours, act of GOD or other causes of other contingencies whatsoever. The buyer shall not be entitled to cancel the contract and the period of delivery shall automatically get extended proportionately.

6. SCOPE OF UCSL

- 6.1. Electricity (for light duty equipments only) at the nearest location to the site will be provided. Contractor has to arrange proper cables for taking electricity at site.
- 6.2. Water for drinking and other purpose will be provided.





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- 6.3. Electric power and Water shall be provided free of charge at pre-determined point, if required, subject to availability. Crane facility for loading the items, In case of extreme necessity, will be provided by UCSSL free of cost subject to availability. However, such facility will be extended without adversely affecting routine activities of UCSSL and on availability of spare capacity.
- 6.4. UCSSL will issue necessary delivery documents (Material Out Pass, Delivery Chelan and Invoices) to the successful bidder at the time of taking delivery.

7. SCHEDULE OF COMPLETION

- 7.1. 07 days prior intimation will be given by UCSSL for the collection of materials. The material should be removed from the yard premises within 15 days after the intimation.
- 7.2. The bidders shall follow the UCSSL schedule requirements strictly. The detail schedule material lifting will be provided along with intimation.
- 7.3. The material lifting intervals shall be as per KSPCB Norms

8. VALIDITY

- 8.1. The offer shall be valid for a period of 12 months and no de-escalation in rate shall be allowed by UCSSL on whatsoever reason.

9. TAXES & DUTIES

- 9.1. 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).

10. SECURITY DEPOSIT

- 10.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the LOI. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released on certification of satisfactory completion of the contract and no liability to UCSSL by Officer-in-charge. The Security Deposit retained will not bear any interest.

11. PAYMENT

- 11.1. Sale Price +Taxes, duties and any other levies as applicable shall be paid within seven (7) days from the date of intimation/before lifting the materials from yard premises.
- 11.2. The item shall be issued against advance payments only.
- 11.3. Payment to be made on the based on actual quantity certified by UCSSL officer in-charge.
- 11.4. 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 UCSSL.
- 11.5. No interest will be paid to the purchaser on the amount paid or deposited by him and on the amount refundable to him, if any.

12. LATE PAYMENT:

- 12.1. In case of delay, late payment charge @ 1% per week thereof on full material value will be charged up to 2 (TWO) weeks only and thereafter UCSSL reserves the right to forfeit the Security Deposit without any notice. In case, the last day of payment happens to be Closed Holiday for Banking





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Institutions, the next working day will be taken as the day of payment without late payment charges. The penalty amount is calculated on full basic material value.

13. DEFAULT IN LIFTING:

- 13.1. It must be noted by the Bidders that UCSL reserves the right not to allow the Buyer to lift the Goods after the expiry of the stipulated Delivery period. In such event, the sale of the material not lifted by the Buyer(s) are liable to be automatically cancelled at the discretion of UCSL and on cancellation all the amount paid by the Bidder /Buyer will be automatically forfeited.

14. TERMINATION & LIMITATION OF LIABILITY

- 14.1. This contract may be terminated upon the occurrence of any of the following events
- 14.2. By agreement in writing of the parties hereto;
- 14.3. 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;
- 14.4. 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.
- 14.5. For fraud and corruption or other unacceptable practices.
- 14.6. 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.
- 14.7. 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. ARBITRATION & JURISDICTION

- 15.1. 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.
- 15.2. 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.
- 15.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 15.4. Language of Arbitration: The Language of arbitration shall be English.
- 15.5. Governing Law: The contract shall be governed by Indian Law.





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

16. SUB CONTRACTING AND ASSIGNMENT

- 16.1. Contractor shall not assign nor transfer the sale 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 UCSSL.
- 16.2. 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 sale 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 sale Order/ Work Order.

17. LABOUR LAWS AND REGULATIONS

- 17.1. The Agency shall undertake and execute the work with contract Labor only after taking license from the appropriate authority under the Contract Labor (Regulation & Abolition) Act 1970.
- 17.2. The Agency shall observe and comply with the provisions of all labour and industrial laws and enactments and shall comply with and implement the provisions of the Factories Act, 1948, Employees Provident Funds & Miscellaneous Provisions Act, 1952, Employees State Insurance Act, Payment of Gratuity Act, minimum Wages Act, Payment of Bonus Act, Contract Labour (Regulation and Abolition) Act and all other enactments as are applicable to him and his workmen employed by him. The Agency shall inform UCSSL his license number from the Central Labour Commissioner.
- 17.3. All Persons, except those exempted under the respective Acts, shall necessarily be insured under the ESI scheme and be made members of the EPF Scheme from the day of their engagement as personnel in the Company. If ESI Scheme is not available, all persons may be insured under any group policy.
- 17.4. The Agency shall submit the Labour Reports>Returns as required by the Company from time to time in respect of their workmen in standard format to the concerned contracting officer so as to enable the same to reach Contract cell by the 5th of every month. Delayed submission of the same shall attract penal interest /damages at the rate as levied by the respective authorities under the relevant Acts.
- 17.5. The Agency shall maintain the records viz. Muster Roll, Acquittance Roll with full details, Account books etc., in original. These are required for inspection by the concerned authorities under each scheme.
- 17.6. If the Agency fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, UCSSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by UCSSL, including any deposit or amounts payable against bills and make payments on his account to the appropriate authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by UCSSL.
- 17.7. Any other amount payable under any law or in respect of any person employed by the Agency, if not paid by him, shall be deducted or adjusted by UCSSL out of any amount payable to the Agency including any Security Receipt and paid ever or withheld for payment by UCSSL.
- 17.8. Agency shall familiarize themselves with the labour rules & regulations.





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18. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 18.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSSL.
- 18.2. 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.

19. CANCELLATION OF ORDER AND RISK CONTRACTING

- 19.1. 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.

20. FORCE MAJEURE

- 20.1. 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.

21. SAFETY OF PERSONNEL AND FIRST AID

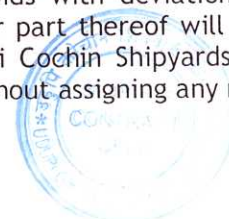
- 21.1. The Agency shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. In this regard, the Contractor will have to fully indemnify UCSSL against any claims made by his workmen/other personnel.
- 21.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UCSSL 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.
- 21.3. 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.

22. OVERWRITING & CORRECTIONS

- 22.1. 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

23. OTHER TERMS & CONDITIONS

- 23.1. 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 Shipyards Limited, tender and reserves the authority to reject the tender received without assigning any reason.





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- 23.2. 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.
- 23.3. 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.
- 23.4. 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.
- 23.5. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 23.6. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

Contact Person: Mr. Girisha K, Ph. No: +91- 9986977749.

Asst. General Manager (Material & Contract Cell)

सोणि क्लेमेन्ट टी एम
SONY CLEMENT T M
महासक महामरुतु/ASSISTANT GENERAL MANAGER
उदुपि कोचीन शिपयार्ड लिमिटेड
UDUPI COCHIN SHIPYARD LIMITED
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108



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24. PRICE BID FORMAT

Sl no.	Description	Qty/year (A)	UOM	Rate Per Ton (B)	TOTAL AMOUNT (AxB)
1	Disposal of wooden package waste material	10	Ton		
Total amount					
IGST/GST @.....					
Grand Total					

Signature:
Address of the contractor:
Date:

Seal:

24.1. 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

24.2. H1 determination will be done based on Total amount.

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

Udupi Cochin Shipyard Ltd
Contract Cell

