

**TENDER NO.: UCSL/CC/T/GEN/207 Dt.26<sup>th</sup> October 2023**

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**TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND  
HANGARAKATTE YARD UCSL FACILITY**

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UDUPI COCHIN SHIPYARD LIMITED

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





Udipi Cochin Shipyard Limited  
TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND HANGARAKATTE YARD UCSL FACILITY  
UCSL/CC/T/GEN/207 Dt.26<sup>th</sup> October 2023

## TENDER NOTICE

Tender No. & date	UCSL/CC/T/GEN/207 Dt.25 <sup>th</sup> October 2023
Name of work	TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND HANGARAKATTE YARD UCSL FACILITY
Last date & time of receipt of tender	30 <sup>th</sup> October 2023(Monday), 14:30 Hrs.
Date & time of opening of Technical Bid (Part-I)	30 <sup>th</sup> October 2023(Monday), 14:30 Hrs.
Tentative date & Time of opening of Price Bid (Part - II)	31 <sup>st</sup> October 2023(Tuesday), 14:30 Hrs.

1. Password protected quotations in the prescribed format 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 mentioned on or before the date and time as stipulated.

2. The following shall be submitted along with the quote: -

### **PART- I: TECHNICAL BID**

- a. **Tender document duly signed on all pages** - Including Terms & conditions, Scope of work, indicative quantity placed at Annexure I, II respectively.
- b. **The Techno commercial Check List** at Annexure V to be filled up completely and duly signed.
- c. Duly filled form at Annexure - III & VI
- 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 IV.

3. **Mode of Submission of Quote:**

- i. Bid shall be submitted as **Password Protected Zip File** in two parts.  
Part I: Technical Bid - with all enclosures and annexures as mentioned in Para 2 above  
Part II: Price Bid.
- ii. The files are to be forwarded as **Two (2) separate password protected Zip files** to [contractcell@udupicsl.com](mailto:contractcell@udupicsl.com)
- iii. **Part I and Part II are to be protected with separate and distinctly different passwords.**





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- 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, India.
- vii. The contractors can also submit the quotations in sealed covers (Two-Bid) - as separate sealed covers for Technical Bid and Price bid, both enclosed in a common sealed cover to reach the below mentioned address before the stipulated time.
4. The bidders shall ensure the receipt of bids at [contractcell@udupicsl.com](mailto:contractcell@udupicsl.com) An acknowledgement mail shall be sent to the bidders on receipt of bids. UCSSL takes no responsibility for delay, loss or non-receipt of tenders by mail by the stipulated time.
5. The tender should be addressed to the **Assistant General Manager (Material & Contract Cell), Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udupi 576 108, Karnataka, India.**
6. No deviations on the tender conditions will be accepted, and bids with deviations will be considered technically disqualified. The acceptance of a tender or part thereof will rest with the Assistant General Manager (Materials & Contract Cell), Udupi Cochin Shipyards Limited, tender and reserves the authority to reject the tender received without assigning any reason.
7. Contact Person: Mr. Girisha K, Ph. No: +91- 9986977749.

Assistant General Manager (Material & Contract Cell)

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

Encl:

- |                                    |                |
|------------------------------------|----------------|
| 1. Terms & Conditions              | - Annexure I   |
| 2. Indicative quantity             | - Annexure II  |
| 3. Power of Attorney               | - Annexure III |
| 4. Price Bid                       | - Annexure IV  |
| 5. Techno-Commercial check List    | - Annexure V   |
| 6. Unconditional Acceptance Letter | - Annexure VI  |



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## TERMS AND CONDITIONS

### TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND HANGARAKATTE YARD UCSL FACILITY

#### 1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of annual rate contract for disposal of empty paint cans/tins at Malpe and hangarakatte yard UCSL facility at Udipi Cochin Shipyard Limited (UCSL), Karnataka.

#### 2. SCOPE OF WORK

- 2.1. Bids are invited from the interested buyers for disposal by sale of approximately 2500 Nos of empty paint cans/tins accumulated in designated areas in UCSL, on "AS-IS-WHERE-IS" condition and Buyer shall take empty paint cans/tins from UCSL within 15 days from sale order.
- 2.2. 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.
- 2.3. The bidders are requested to quote their most competitive rates according to the unit specified (Rate per Nos). Sale order will be issued for 2500 Nos of empty paint cans/tins. However, invoice will be raised based on the actual quantity at the time of disposal. Conditional offers shall not be considered in any case.
- 2.4. The rate quoted should be exclusive of GST and all other taxes and levies, if any.
- 2.5. 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 CSL 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.
- 2.6. 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 empty paint cans/tins from the designated areas in UCSL shall be brought by buyer at his cost and responsibility.
- 2.7. 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, weightment/measurement of materials under supervision of authorized official of the company.
- 2.8. 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.
- 2.9. The scrap lifting vehicle should have proper and valid documents
- 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 2500 Nos (Approximate) of empty paint cans/tins which has been accumulated in the designated area inside UCSL premises on total clearance basis from above





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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 qualifying technically (including eligibility criteria), agreeing to Commercial conditions and emerging as L1.
- 3.2. UCSL also reserves the right to split the work order to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 3.3. UCSL reserves the right to cancel the tender if required.

### 4. COMMON REQUIREMENTS

- 4.1. All the bidders should have necessary licenses for taking delivery of hazardous waste (as per annexure II) as per Central / State Govt. rules. The offers are acceptable subject to submission of relevant licenses along with offers.
- 4.2. The sale of Hazardous Waste items will be governed by Hazardous and Other Wastes (Management & 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.
- 4.3. Buyer shall have valid authorization from Karnataka State Pollution Control Board and from the concerned State Pollution Control Board if the materials are to be taken to other state. They should also have the authorization from the Karnataka State Pollution Control Board for the transportation of the above material. The proof regarding the same to be attached with tender document, failing which your offer will be rejected without prior information.
- 4.4. For sale of Hazardous Waste items, only those Parties shall be eligible to bid who have Valid Registration Certificates/ License from the State Pollution Control Board (KSPCB) / Central State Pollution Control Board (SCPCB), as applicable, on the date of tender submission. The Bidders must submit a Notarized Copy of the Valid Registration Certificates issued by the State (or Union Territory) Pollution Control Board (PCB) and produce the same to UCSL at the time of taking delivery of the materials, failing which their bid will be liable for rejection. In case the validity of such license is due to expire after the date of Tender submission, it is the responsibility of the buyer to submit notarized copy of extension/ revalidation of the license to UCSL before actual delivery.
- 4.5. Participation by any Bidder in the tender will be deemed to imply that he undertakes to comply with all his statutory responsibilities as envisaged under the said Rules including keeping their KCPCB & SCPCB Certificate(s) valid till the material is processed by them.
- 4.6. 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.
- 4.7. The vendor is required to submit the relevant forms during the material lifting for the hazardous waste disposal
- 4.8. Re-selling of material will not be allowed at UCSL premises.
- 4.9. 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

### 5. SCHEDULE OF COMPLETION OF WORK

- 5.1. 07 days prior intimation will be given by UCSL for the collection of materials. The material should be removed from the yard premises within 15 days after the intimation.





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5.2. The bidders shall follow the UCSL schedule requirements strictly. The detail schedule will be provided along with intimation.

5.3. The material lifting intervals shall be as per KSPCB Norms

## 6. VALIDITY

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

## 7. RATE

7.1. Rates are to be quoted in the Price Bid Format at Annexure IV attached herewith.

## 8. PAYMENT TERMS

8.1. 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.

8.2. The item shall be issued against advance payments only.

8.3. Payment to be made on the basis of actual quantity certified by UCSL officer in-charge.

8.4. 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.

8.5. 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.

## 9. TAXES & DUTIES

9.1. 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).

## 10. SECURITY DEPOSIT

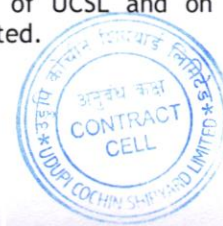
10.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSL) from any of the nationalized banks, valid till the satisfactory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

## 11. LATE PAYMENT:

11.1. 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 UCSL 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 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.

## 12. DEFAULT IN LIFTING:

12.1. 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.





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### 13. LIQUIDATED DAMAGES

- 13.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, 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, Bidder has a justification towards delay in 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.
- 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.





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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.

#### 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 UCSL.

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 UCSL.





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## 19. CANCELLATION OF ORDER AND RISK CONTRACTING

- 19.1. In the event the Agency fails to complete the work promptly and satisfactorily as per the terms of the order, and if any work is delayed beyond thirty (30) days from the agreed schedule, UCSL, without prejudice, reserves the right to cancel the order and get the work done at Agency'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.
- 19.2. UCSL also reserves to right to impose penalties ranging from Rs. 100 to Rs.500 to the employees of agencies and will be deducted from the bills, for any habitual offence on the cleanliness of uniforms, lack of obedience, not attending the tasks etc., and will be to the discretion of the Officer in charge for the work.

## 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, UCSL may allow such additional time as is mutually agreed to be justified by the circumstances of the case.

## 21. STORAGE OF MATERIAL AND EQUIPMENT

- 21.1. The Contractor shall arrange the storage of the materials/ equipment etc. if any, at a suitable location assigned by UCSL and shall ensure the safe and secure possession and handling of the items thus handed over to contractor. UCSL shall allot storage space within UCSL premises, if available.
- 21.2. As regards the equipment/materials stored by him as above as also in use by him, UCSL will not be responsible for any damage, pilferage, accident that may take place during the course of execution of the work. It will be entirely his responsibility to keep all the equipment, materials etc., in safe custody as also hold them duly insured at his expense.

## 22. IMS GUIDELINES

- 22.1. 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 UCSL.

- 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.

- 22.2. Occupational Health, safety & Environmental requirements of UCSL 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





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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.

### 23. SAFETY OF PERSONNEL AND FIRST AID

- 23.1. The contractor 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. A copy of UCSSL's "Safety Rules for Contractors (Revised)" is available with HSE department for reference.
- 23.2. 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 Agency's workmen/other personnel during execution of the works due to whatsoever reasons.
- 23.3. In this regard, the Contractor will have to fully indemnify UCSSL against any claims made by his workmen/other personnel
- 23.4. 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.





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## 24. LABOUR LAWS AND REGULATIONS

- 24.1. 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.
- 24.2. 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 UCSL his license number from the Central Labour Commissioner.
- 24.3. 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. In Case 1, All such insured Persons should carry with them their ESI Identity Card for verification by the authorities. No Persons without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 24.4. 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.
- 24.5. 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.
- 24.6. If the Agency fails to pay any contributions, charges or other amounts payable under any of the aforementioned provisions of law, UCSL shall deduct or adjust amounts equivalent to such contribution, charges or amounts from amount payable to him by UCSL, 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 UCSL.
- 24.7. 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 UCSL out of any amount payable to the Agency including any Security Receipt and paid ever or withheld for payment by UCSL.
- 24.8. The Agency 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 Agency shall take appropriate action against such workmen. The Agency shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 24.9. All persons who are engaged for various works in UCSL either directly or through Agency/contractors, should produce the following documents prior to issuing their entry passes:
- 24.10. Passport/Aadhaar attested copy of passport with photo and address particulars.  
OR  
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.)
- 24.11. Application and Declaration for enrolling under Employees Provident Fund and ESI Scheme- 3 individual passport size photographs and two copies of family photographs of the members.
- 24.12. Agency shall familiarize themselves with the labour rules & regulations.





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## 25. ELECTRICITY RULES AND REGULATION

- 25.1. The contractor shall adhere to the various rules in respect of electrical installation as per the Indian Electricity Rules and Regulations and Electrical Inspectorate Standards in order to make sure that men and materials are safe from hazards.

## 26. OVERWRITING & CORRECTIONS

- 26.1. 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

## 27. OTHER TERMS & CONDITIONS

- 27.1. Quality of services shall conform to the specification/ standards laid down by UCSL.
- 27.2. UCSL reserves the right to accept / reject any offer.
- 27.3. UCSL reserves the right to award the work to more than one contractor or to take over partially or fully the work depending upon the schedule requirements.
- 27.4. During the evaluation of tender, officer-in-charge may seek clarifications from the bidders. Clarification if any shall be given in writing/e-mail. Officer-in-charge's decision will be final and binding on the bidder.
- 27.5. Compliance of all statutory safety requirements and other safety rules stipulated by UCSL and other applicable statutory bodies shall be the responsibility of the Agency while working at UCSL premises. The Agency should ensure that their workmen and staff are adequately covered under Insurance.
- 27.6. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Agency at his cost or proportional recoveries will be made from the Agency while passing their bills for payment.
- 27.7. The service provider shall have to engage men on round the clock basis and also on Sundays and holidays. Service has to be completed to the satisfaction of Udupi Cochin Shipyard Limited officer in-charge.
- 27.8. The service provider 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.
- 27.9. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 27.10. The upper age limit of all workers and supervisors employed by the Agency and those Agency who do or supervise the job themselves shall be as per the prevailing rules of UCSL and shall comply to the requirements of this tender.
- 27.11. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.





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## Indicative quantity

<u>Sl no.</u>	<u>Description</u>	<u>Qty/year</u>
1	Disposal of used paint tins	2500 tins



**POWER OF ATTORNEY**

*(On Applicant's letter head)*

(Date and Reference)

To  
The Assistant General Manager (Materials & Contract Cell)  
Udupi Cochin Shipyard Limited  
Fishing Harbour complex, Malpe,  
Udupi-576 108.

**Subject: Power of Attorney**

Mr. / Mrs. / Ms. .... (Name of the Person(s)), domiciled  
at .....(Address),  
acting as..... (Designation and name of the company), and whose  
signature is attested below, is hereby appointed as the Authorized Representative and authorized on  
behalf of ..... (Name of the  
company) to provide information and respond to enquiries etc. as may be required by the Employer for  
the project of ..... (Project title) and is  
hereby further authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. ....)

For.....  
(Name & designation)

(Company Seal)





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TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND HANGARAKATTE YARD UCSL FACILITY  
UCSL/CC/T/GEN/207 Dt.26<sup>th</sup> October 2023

**TENDER NO: UCSL/CC/T/GEN/207 Dt.26<sup>th</sup> October 2023**

**TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND  
HANGARAKATTE YARD UCSL FACILITY**

**PRICE BID**

<u>Sl no.</u>	<u>Description</u>	<u>Qty/year</u> <u>(A)</u>	<u>UOM</u>	<u>Rate Per Nos</u> <u>(B)</u>	<u>TOTAL AMOUNT</u> <u>(AxB)</u>
1	Disposal of used paint tins	2500	Nos		
<b>Total amount</b>					
<b>IGST/GST @.....</b>					
<b>Grand Total</b>					

- H1 will be determined based on the Total amount.

Signature:

Address of the contractor:

Seal:





Udupi Cochin Shipyard Limited  
TENDER FOR DISPOSAL OF EMPTY PAINT CANS/TINS AT MALPE AND HANGARAKATTE YARD UC SL FACILITY  
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### ANNEXURE-V

#### TECHNO COMMERCIAL CHECK LIST (To be submitted by the bidder)

(Bidders may confirm acceptance of the Tender Conditions/deviations if any to be specified)

SL No.	Tender Enquiry Requirements	Confirmation from bidder (Strike off whichever is not applicable)	Specific comments /Remarks
1	Terms & Condition, Scope of work & Indicative Quantum of Work. (Annexure-I, II)	Agreed as per tender /Do not agree	
2	Schedule	Agreed as per tender/Do not agree	
3	Unconditional Acceptance	Agreed as per tender/Do not agree	
4	Offer Validity	12 Months - Agreed as per tender/Do not agree	
5	Taxes & Duties	Specified/included in Price	
6	Payment terms - confirm		
a	As per Clause 8 of Annexure - I	Agreed as per tender/Do not agree	
7	Price shall remain firm and fixed and No de-Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
8	Security Deposit	Agreed as per tender/Do not agree	
9	Force Majeure	Agreed as per tender/Do not agree	
10	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
11	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
12	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
13	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal:



**UNCONDITIONAL ACCEPTANCE LETTER**

(Unconditional acceptance to be given on applicant's letter head)

**ACCEPTANCE OF TENDER CONDITIONS**

1. Tender Document no. UCSL/CC/T/GEN/207 Dated 26<sup>th</sup> October 2023, Tender for Disposal of Empty Paint Cans/Tins at Malpe and Hangarakatte Yard UCSL Facility has been received by me/us and I/We hereby unconditionally accept the tender conditions of tender documents in its entirety for the above work.
2. It is further noted that it is not permissible to put any remarks/conditions in the tender enclosed in "Part-2 (price bid)". I/We agree that the tender shall be rejected and ACCEPTING AUTHORITY.

Yours faithfully,

(Signature of the tenderer) with rubber stamp

Date: .....

