

TENDER No. UCSL/CC/T/W/012 Dt- 19th JAN 2024

TENDER FOR HIRING OF POWER TOOLER CUM CLEANER ON CONTRACT
BASIS



UDUPI COCHIN SHIPYARD LIMITED

UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108





Udupi Cochin Shipyard Limited
Tender For Hiring of Power tooler Cum Cleaner on Contract Basis
UCSL/CC/T/W/012 Dt 19th Jan 2024

TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/012 Dt. 19 th JAN 2024
Name of work	TENDER FOR HIRING OF POWER TOOLER CUM CLEANER ON CONTRACT BASIS.
Last date & time of receipt of tender	23 rd JAN 2024 (Tuesday), 15:30hrs
Date & time of opening of Technical Bid (Part-I)	23 rd JAN 2024 (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. 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 Scope of work placed at Annexure I.
- b. The Techno commercial Check List at Annexure VI to be filled up completely and duly signed.
- c. Duly filled form at Annexure - II, III & IV.
- 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 V.

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
- 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.





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- 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.
4. 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.
5. The tender should be addressed to the **Assistant General Manager (Materials & 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 Shipyard Limited, tender and reserves the authority to reject the tender received without assigning any reason.
7. Contact Person: Mr. Sarun Babu E B, Ph. No: +91 8592 048 487.

Assistant General Manager (Materials & Contract Cell)

Encl:

- | | |
|------------------------------------|----------------|
| 1. Terms & Conditions | - Annexure I |
| 2. Power of Attorney | - Annexure II |
| 3. Unconditional Acceptance Letter | - Annexure III |
| 4. Undertaking by Agency | - Annexure IV |
| 5. Price Bid Format | - Annexure V |
| 6. Techno Commercial Check List | - Annexure VI |

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





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TERMS AND CONDITIONS

TENDER FOR HIRING OF POWER TOOLER CUM CLEANER ON CONTRACT BASIS

1. DESCRIPTION OF WORK

- 1.1. This requirement pertains to the awarding of contract for carry out the supply of manpower for engagement as Power tooler cum cleaner (Total 03 Nos) for the period of 1 year from February 2024 on contract basis with a provision to extend to another one more year with the same rate, terms & conditions on mutual agreement basis at Udupi Cochin Shipyard Limited (UCSL), Malpe, Karnataka.
- 1.2. The Manpower engagement as Power tooler cum cleaner 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 Power Tooler, skilled manpower in shipyard, Marine, and offshore field companies.
- 2.2. The Tenderer should enclose copy of EPF (if applicable), ESI (if applicable), PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document).
- 2.3. Offers from joint ventures/consortium will not be accepted.
- 2.4. Net worth of the contractor must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)

3. SCOPE OF WORK:

- 3.1. Providing services of Power Tooler Cum Cleaner (Total 03 Numbers) to Udupi Cochin Shipyard Limited.
- 3.2. In case of future requirement, if so, required by UCSL, the contractor is to provide additional services of Power Tooler Cum Cleaner on pro rata additional payment.
- 3.3. The consumables that are used for surface preparation and painting purposes shall be part of the contractor's scope. listed below for reference.
 - 3.3.1. Machineries: AG4 grinding machines, pencil corner brush, and other necessary items.
 - 3.3.2. General Consumable: scrapper, hand lamp, bulb, wire brush cup, sandpaper disc, roller brush, etc.
 - 3.3.3. Covering materials include masking tape, Silpoli sheets for protecting the equipment, etc, if required.
 - 3.3.4. Cleaning materials: sandpaper, emery paper, brooms, cleaning brushes, cotton waste, etc.
 - 3.3.5. PPE (personal protective equipment): a safety helmet, safety shoe, coverall, air-fit mask, respirator, and other required safety gear for carrying out the surface preparation and painting activities.





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- 3.4. Erection of Scaffolding up to 3 meters if required.
- 3.5. The work includes providing up to 03 number of Power tooler cum Cleaner to UCSL, as per the below details:
- 3.6. 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.
- 3.7. After taking over the responsibility of work assigned, the contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with UCSL. Subsequently, the contractor shall review the work assigned from time to time and advise UCSL on further streamlining of their system. The bidder shall further be bound by and carry out the directions/instructions given to him by UCSL in this respect from time to time.
- 3.8. That where 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.
- 3.9. The contractor shall not engage or remove or change any person without the knowledge and concurrence of the UCSL Officer-in-charge (AGM- Operation/ 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.
- 3.10. Continuous absence of deputed Power Tooler Cum as required for the duty, may lead to impose of penalty on contractor by UCSL and even may result in cancellation of contract.
- 3.11. The contractor should manage weekly off and leave of personnel and still ensure deployment of people as per Production Department requirement.
- 3.12. Maintenance of muster roll will be the responsibility of designated Power Tooler Cum Cleaner under the direction of Production Dept. officer of UCSL.
- 3.13. 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.
- 3.14. 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.
- 3.15. 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





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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.

- 3.16. 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.
- 3.17. 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.
- 3.18. 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.
- 3.19. No lodging and boarding will be provided to the Power Tooler Cum Cleaner by UCSL.
- 3.20. UCSL reserves the right to increase or decrease the number of Power Tooler Cum Cleaner as per the requirement.
- 3.21. **Working Hours:** Normal working time shall be from 08:20Hrs to 17:30Hrs with six days working in a week. UCSL holiday calendar will be applicable.
- 3.22. **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
- 3.23. It is the prime responsibility of the contractor - to arrange substitutes for the absent employees, if any.
- 3.24. Food, Transportation & accommodation expenditure in the scope of contractor.

4. UCSL SCOPE OF WORK:

- 4.1. Providing the required technical specifications.
- 4.2. Paint materials will be provided by UCSL.
- 4.3. Staging materials will be provided by UCSL.
- 4.4. Ventilation blower will be provided by UCSL.
- 4.5. Sufficient supply of air and water will be provided by UCSL.
- 4.6. Services of UCSL crane & forklift /other material handling facilities subject to availability.
- 4.7. Supply of electricity





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5. METHOD OF AWARDING CONTRACT

- 5.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure VI) and emerging as L1.
- 5.2. 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.
- 5.3. UCSL reserves the right to cancel the tender if required.

6. SCHEDULE OF COMPLETION

- 6.1. The contractor shall follow the UCSL schedule requirements strictly
- 6.2. Confirmed: 01 (One) Year from 01st Feb 2024 to 31st Jan 2025.
- 6.3. 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.
- 6.4. Mobilization of manpower shall be done within 15 days from the placement of contract.

7. VALIDITY

- 7.1. The offer shall be valid for a period of 2 Year and no escalation in rate shall be allowed by UCSL on whatsoever reason.

8. RATE

- 8.1. Rates are to be quoted in the Price Bid Format at Annexure V attached herewith.

9. PAYMENT TERMS

- 9.1. Payment shall be released on monthly basis within 30 days of receipt of invoice.
- 9.2. 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.
- 9.3. Statutory levies such as I.T, Contribution towards PF, ESI, PT etc., shall be deducted from the bill as applicable.
- 9.4. 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.

10. TAXES & DUTIES

- 10.1. 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).





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11. PERIOD OF CONTRACT

- 11.1. Period of contract will be one year from the date of execution of Work order Starting from Feb 2024. UCSL reserves the right to extend the contract period for a further period of one more year for the same terms and conditions on mutual agreement on completion of the contract period if the performance of the contractor is satisfactory. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).

12. SECURITY DEPOSIT / PERFORMANCE GURANTEEE

- 12.1. The successful tenderer shall remit security deposit equivalent to payment of 1 month (3 persons as per tender conditions) 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.

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.





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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.
- 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.





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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.

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. IMS GUIDELINES

- 21.1. 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.





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- 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.

21.2. 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 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.

22. SAFETY OF PERSONNEL AND FIRST AID

- 22.1. 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 UCSL's "Safety Rules for Contractors (Revised)" is available with HSE department for reference.
- 22.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UCSL will not be responsible for any injury or illness to the Agency's workmen/other personnel during execution of the works due to whatsoever reasons.





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- 22.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 22.4. 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.

23. LABOUR LAWS AND REGULATIONS

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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.
- 23.5. 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.
- 23.6. 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.
- 23.7. 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 over or withheld for payment by UCSL.
- 23.8. 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.





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- 23.9. 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:
- 23.10. 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.)
- 23.11. 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.
- 23.12. Agency shall familiarize themselves with the labour rules & regulations.

24. OVERWRITING & CORRECTIONS

- 24.1. 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.

25. PROVISION FOR PENALTY

- 25.1. In case of any theft, pilferage, loss or damage to any equipment or accessories, the Company at its sole discretion, will be entitled to recover cost of such item as per market rates or estimated cost of loss/damage/pilferage from the bill of the contractor and the same will be binding on the Contractor.
- 25.2. The minimum strength of fire personnel shall be 95% (provided that maximum shortfall allowed in shift duties) as per the scope of work will be maintained at all times. Any deviation or short fall in maintaining minimum strength shall invoke a penalty of Rs. 1000/- per person per day or as decided by UCSL-QC-officer-in charge.
- 25.3. If any Power tooler cum cleaner is not found available for the job assigned or found sleeping on duty or found guilty or negligent in performance of his duties, penalty for an amount of Rs.500/- for each such default/offence will be deducted from the bill of the Contractor.
- 25.4. Indiscipline cases as per clause of labour Law shall attract penalty of Rs. 1000/- per person or removed from the services as per decision of Engineer-in-charge.
- 25.5. Non-compliance of statutory requirements shall attract a penalty of Rs. 2500/- per instance and shall be deducted from the monthly bill.
- 25.6. Imposing of penalty in a particular month shall be informed to contractor by Engineer-in charge/AGM-Operation. For all of the above points, one appeal against such decisions will be permissible and will be placed before Engineer in Charge/AGM-Operation, whose decision shall be final and binding on the Contractor.
- 25.7. Penalty (if any) shall be applicable only to the contractor and should not affect the salaries of the workforce.





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26. OTHER TERMS & CONDITIONS

- 26.1. Quality of services shall conform to the specification/ standards laid down by UCSL.
- 26.2. UCSL reserves the right to accept / reject any offer.
- 26.3. 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.
- 26.4. 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.
- 26.5. 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.
- 26.6. 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.
- 26.7. 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.
- 26.8. 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.
- 26.9. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 26.10. 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.
- 26.11. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.



Tender No.: UCSL/CC/T/W/012

Date: 19th JAN 2024

UNDERTAKING BY CONTRACTOR

NAME OF SERVICE: - TENDER FOR HIRING OF POWER TOOLER CUM CLEANER ON CONTRACT BASIS

1. "I / WE COMPLY WITH ALL CONDITIONS OF TENDER BY UCSL AND CONFIRM THAT RATES QUOTED IN THE PRICE BID ARE INCLUSIVE OF ALL TAXES AND DUTIES INCLUDING SERVICE TAX IF APPLICABLE. I / WE ALSO CONFIRM THAT PART - 2 (PRICE BID) DO NOT CONTAIN ANY CONDITIONS".
2. "I / WE HAVE NOT MADE ANY PAYMENT OR ILLEGAL GRATIFICATION TO ANY PERSON/AUTHORITY CONNECTED WITH THE BID PROCESS SO AS TO INFLUENCE THE BID PROCESS AND HAVE NOT COMMITTED ANY OFFENCE UNDER THE PC ACT IN CONNECTION WITH THE BID."

Signature:

Seal:

Name & address of the contractor:



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)



UNCONDITIONAL ACCEPTANCE LETTER

(Unconditional acceptance to be given by in letter head)

ACCEPTANCE OF TENDER CONDITIONS

1. Tender Document no. UCSL/CC/T/W/012 dated 19th JAN 2024 Tender for Hiring of Power Tooler Cum Cleaner on Contract Basis, 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:





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TENDER FOR HIRING OF POWER TOOLER CUM CLEANER ON CONTRACT BASIS

PRICE BID FORMAT

Sl. No.	Description	Quantity	Unit amount per person per day (A)	Total amount for 3 number of persons per day (B=A*3)	Total amount for 3 number of persons per year (C=B*365 days)
1	Power Tooler Cum Cleaner as per the Annexure-I Scope of work	3 Persons			
2	Total Amount for One Year				
3	GST/IGST @..... %				
4	Grand Total for One Year				
Grand total in words-					
<p>i) The rates quoted should be all inclusive and shall include the service charges and other incidental expenditures, if applicable.</p> <p>ii) The monthly payments shall be calculated based on actual duties as per the rates quoted above and in case of absence, the wages per shift/day will be deducted accordingly.</p> <p>iii) In exceptional cases, if manpower is engaged during holidays / weekly offs, then no additional wages will be payable on this behalf and the standard wages rate will only be applicable for the particular day duty.</p> <p>iv) Only GST as applicable, will be considered extra.</p> <p>v) Quotes with Conditional rates / additional charges / Conditional discounts will be disqualified</p>					

- L1 will be determined based on the serial no.02

Signature:

Date:

Address of the contractor:

Seal:





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ANNEXURE-VI

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)	Agreed as per tender /Do not agree	
2	Period of Contract as per clause no. 11	Agreed as per tender/Do not agree	
3	Mobilization period as per clause no 6.4	Agreed as per tender/Do not agree	
4	Unconditional Acceptance	Agreed as per tender/Do not agree	
5	Undertaking by the contractor	Agreed as per tender/Do not agree	
6	Offer Validity	24 Months - Agreed as per tender/Do not agree	
7	Taxes & Duties	Specified/included in Price	
8	Payment terms - confirm		
a	As per Clause 9 of Annexure - I	Agreed as per tender/Do not agree	
9	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
10	Security Deposit	Agreed as per tender/Do not agree	
11	Force Majeure	Agreed as per tender/Do not agree	
12	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
13	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
14	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
15	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal:

