

TENDER No. UCSSL/CC/T/W/018 Dt. 20<sup>th</sup> March 2024

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TENDER FOR BLASTING AND PRIMING OF  
BULB SECTION OF 3800 DWT GENERAL CARGO VESSEL

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UDUPI COCHIN SHIPYARD LIMITED

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



**Udipi Cochin Shipyard Limited**  
TENDER FOR BLASTING AND PRIMING OF BULB SECTION OF 3800 DWT GENERAL CARGO VESSEL  
UCSL/CC/T/W/018 Dtd.20.03.2024

### TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/008 Dt. 20th March 2024
Name of work	Tender for blasting and priming of Bulb Section of 3800 DWT general cargo vessel
Last date & time of receipt of tender	20th March 2024 (Wednesday), 15:30 Hrs.
Date & time of opening of Technical Bid (Part-I)	25th March 2024 (Monday), 15:30 Hrs.

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 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](mailto:contractcell@udupicsl.com)/Vineeshpillai@udupicsl.com
- iii. **Part I and Part II are to be protected with separate and distinctly different passwords.**
- iv. The Bids will be opened on online mode during which the bidder will be advised to share the password through SMS with which the technical bid will be opened.
- v. The price bids will be opened after technical evaluation and **only the technically qualified bidders will be invited for opening of price bids** which shall also be conducted on online mode as above.



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- vi. However, subject to travel restrictions, the bidders can also attend the bid opening physically at Udupi Cochin Shipyard Limited, Baputhotta Ware house complex Office.
- 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 (Materials & Contract Cell), Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udupi 576108, 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 and reserves the authority to reject the tender received without assigning any reason.
7. Contact Person: Mr. Vineesh V Pillai Ph. No: +91 8939751165

Assistant General Manager (Material & 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  |



## TERMS AND CONDITIONS

### TENDER FOR BLASTING AND PRIMING OF BULB SECTION

#### 1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for Automated Blasting and Priming of Bulb Section for vessels to be built at Udupi Cochin Shipyard Limited (UCSL), Hangarkatta, Karnataka.
- 1.2. You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services, before submitting your offer.

#### 2. SCOPE OF WORK

##### SCOPE OF CONTRACTOR:

- 2.1. Carrying out blasting to the standard of SA.2.5 of the bulb section using Automated blasting and priming machine using G1 grit/shots as per ISO 8501-1 standards
- 2.2. Carrying out Priming of the bulb section using Automated blasting machine. Weldable primer/zinc silicate primer/Epoxy two pack system primer to a coating thickness of 30-40 Microns.
- 2.3. Equipment, Consumables and Paints required for blasting and priming to be under the scope of the contractor.
- 2.4. Marine paints from the reputed makers with valid type approval certificate will be under the scope of the contractor.
- 2.5. The contractor shall ensure that the heat numbers on the bulb section area to be masked and protected for tracing of the Bulb Section / certification.
- 2.6. Transportation of Bulb Section, Pickup from Hangarkatta yard and delivery after work completion to Hangarkatta yard will be under the scope of contractor. Also unloading/loading/handling of the Bulb Section at contractor's premises to be under the scope of contractor only. Loading /Unloading/handling in UCSL premises shall be under the scope of UCSL.
- 2.7. The contractor shall be responsible for the safe and secure custody of the Bulb Section and security of the bulb section at contractor premises will be to contractor responsibility.
- 2.8. The bulb Section are to be presented for survey / inspection of the quality control representative at contractor's premises, and is to be certified for acceptance prior loading the Bulb Section transportation back to UCSL.
- 2.9. Post determination of L1 bidder, UCSL officers shall visit the premises of the contractor facilities for blasting and priming.

#### 3. INDICATIVE QUANTUM OF WORK

S/No	Description	Area (SQM)
1	Blasting & Priming of Bulb Section for Y165	2500
2	Blasting & Priming of Bulb Section for Y166	2500
Total Area (SQM)		5000

**Note:** The quantity mentioned above is indicative and there is a chance for increase/decrease in the actual quantum of job scope.



#### **4. ELIGIBILITY CRITERIA**

The document related to minimum eligibility criteria as given below should be submitted along with the technical bid. However, a single set of eligibility documents is to be submitted by the Bidders. The minimum qualification criteria for participating in the tender will be as follows: -

- 4.1. Past experience of minimum 5 years, in successfully executing the similar works/projects.
- 4.2. The average annual financial turn over should be at least Rs. 30 lakhs during the last 3 consecutive financial year (Audited balance sheets showing turnover profit & loss account of the firm for the preceding 3 financial years should be submitted).
- 4.3. Work order/Work completion certificate copies for the similar work undertaken in the last three years to be submitted along with the technical bid.
- 4.4. Bidder shall not be under a declaration of ineligibility issued by Govt. of India / State Govt. / Public Sector Undertakings etc.
- 4.5. The Bidders should have their registered office & Automated blasting facility within 50Km radius for UCSL, Malpe for easy co-ordination and execution of the work in short notice.

#### **5. METHOD OF AWARDING CONTRACT**

- 1.1. Contract will be concluded with Bidder qualifying technically, agreeing to Techno-Commercial conditions (Annexure VI) and emerging as L1.
- 1.2. UCSL reserves the right to cancel the tender if required.

#### **6. SCHEDULE OF COMPLETION**

- 6.1. 03 Days prior intimation will be given by UCSL for collection of materials. After blasting & painting of each lot to be returned after work completion within 4-5 days.
- 6.2. The contractor shall follow the UCSL schedule requirements strictly. The detail schedule will be shared for each lot.

#### **7. VALIDITY**

- 7.1. The rates shall be valid for a period of 01 Year from the date of opening price bid.

#### **8. RATE**

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

#### **9. PAYMENT**

- 9.1. Payment shall be made on the basis of material delivery to yard on the actual quantity of the work undertaken by the contractor and on certification of the work by UCSL quality control representative for the quality and the quantity of the work.



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- 9.2. The payment will be made for the actual quantum of work done by the contractor and the contractor can raise the invoice/bill on monthly basis depending upon the actual quantum of job executed & certified by UCSL officer-in-charge.
- 9.3. The payment shall be made within 30days from submission of invoice along with the work completion certificate.
- 9.4. All claims for payment for the work/additional work shall be submitted by the contractor within one month of completion of work.
- 9.5. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of 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).

#### 11. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES

- 11.1. Period of contract will be one year from the date of work order. 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 GURANTEE

- 12.1. 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 for the period of 6 months from the date of work order. 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 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 percent (10%) 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.



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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. 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.

14.8. 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.

#### 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
- 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 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.
- 16.2. 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.

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

- 17.1. 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.

**18. FORCE MAJEURE**

- 18.1. 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.

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

- 19.1. 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 Agency will have to fully indemnify UCSL against any claims made by his workmen/other personnel.
- 19.2. 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.
- 19.3. 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.

**20. LABOUR LAWS AND REGULATIONS**

- 20.1. The Agency shall undertake and execute the work with contract Labor only after taking license from the appropriate authority under the Contract Labour (Regulation & Abolition) Act 1970.
- 20.2. 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,





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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.

20.3. Agency shall familiarize themselves with the labour rules & regulations.

**21. OVERWRITING & CORRECTIONS**

21.1. 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

**22. OTHER TERMS & CONDITIONS**

22.1. Quality of services shall conform to the specification/ standards laid down by UCSL.

22.2. UCSL reserves the right to accept / reject any offer.

22.3. Loss/Damage caused to the shipyard supplied Bulb Section/material if any should be rectified by the contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment

22.4. 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.

22.5. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.

22.6. Assistant General Manager, or his authorized representative will be the Officer-in-charge of this contracts.

**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 576108.

**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. UCSSL/CC/T/W/018 dated 20th March 2024 Tender for Blasting and Priming of bulb Section 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 Seal

Date: .....

Tender No.: UCSSL/CC/T/W/018

Date: Dt. 20th March 2024

**UNDERTAKING BY CONTRACTOR**

**NAME OF SERVICE: - TENDER FOR BLASTING AND PRIMING OF BULB SECTION**

1. "I / we comply with all conditions of tender by UCSSL 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:**



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**PRICE BID FORMAT**

Sl. No.	Description of work	UOM	QTY Per Vessel	Unit Rate	Total Amount
1	Charges for blasting & painting of Bulb Section as per the scope of work in clause no. 3 of Annexure - 1	SQM	5000		
Total		INR			
GST at _____%		INR			
Grand Total		INR			
Grand total in words:					

Signature:

Address of the contractor:

Seal:

**Note:**

- 1.1. 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](mailto:contractcell@udupicsl.com)
- 1.2. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.
- 1.3. L1 will be determined based on the total amount (Basic only).



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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	Scope of work Specification/ Terms & conditions (Annexure I)	Agreed as per tender /Do not agree	
2	Unconditional Acceptance	Agreed as per tender/Do not agree	
3	Offer Validity (date)	01 Year - Agreed as per tender/Do not agree	
4	Taxes & Duties	Specified/included in Price	
5	Payment terms - confirm		
a	As per Clause 9 of Annexure - I	Agreed as per tender/Do not agree	
6	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
7	Security Deposit	Agreed as per tender/Do not agree	
8	Force Majeure	Agreed as per tender/Do not agree	
9	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
10	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
11	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
12	Confirm, un-priced price bid (price bid without price) is submitted	Confirmed/Not confirmed	
13	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal: