



# UDUPI COCHIN SHIPYARD LIMITED

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

## **TENDER FOR HIRING OF HYDRA AT UCSL**

Enquiry No. & date	UCSL/CC/E/GEN/247, Dt.: 19 <sup>th</sup> MARCH 2024
Name of work	TENDER FOR HIRING OF HYDRA AT UCSL
Last date & time of receipt of tender	04 <sup>th</sup> April 2024 (Thursday), 15:30hrs
Date & time of opening of Bid	04 <sup>th</sup> April 2024 (Thursday), 15:30hrs

### **1. DESCRIPTION OF WORK**

- 1.1. This enquiry pertains to the awarding of contract for Hiring of 12Ton to 15Ton Capacity Hydra for Udupi Cochin Shipyard Limited (UCSL), Udupi, Karnataka.
- 1.2. The scope of work is for hiring of Hydra service for shifting materials, loading and unloading of materials at Malpe and Baputhotta UCSL site.
- 1.3. The bidder participating in the tender should be capable to give the required service of hydra within maximum of 01-hour time after getting the hire request from UCSL.
- 1.4. Bidder should also make sure the hydra facility of the service provider is available within the radius of 10km to 20km reach from UCSL, for facilitating the service on emergency needs.

### **2. SCOPE OF WORK**

- 2.1. The work pertains to the awarding of contract for Hiring of 12Ton to 15Ton Capacity Hydra for shifting of materials, loading & unloading at UCSL-Malpe and UCSL-Baputhotta site.
- 2.2. Hydra hiring time will be noted between the period (Entry at UCSL site and ends at exit at UCSL site).
- 2.3. Hydra should have the capacity for lifting of minimum (12Ton to 15Ton).
- 2.4. Hydra diesel, Driver bata and any other entry charges is under the scope of the agency.
- 2.5. Hydra should have valid vehicle Registration Certificate, Pollution certificate, Insurance copy & Fitness Certificate.
- 2.6. Hydra should have valid load certificate / TPI report for safe operation.
- 2.7. Any liability arising out transportation on the road will be borne by the bidder.





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- 2.8. Operator should have valid heavy vehicle driving license and should be eligible to operate the hydra.
- 2.9. UCSL will intimate the requirement of hydra to the bidder through tele mode and the bidder should be in a position to mobilize the crane within one hour of intimation from UCSL.
- 2.10. Vendor should inform the driver /Helper to maintain the yard discipline rules and regulations.
- 2.11. The safety of workmen shall be the responsibility of contractor.
- 2.12. The contractor shall be responsible for any damage caused to the material while shifting/ loading/Unloading. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.

### **3. VALIDITY**

- 3.1. The offer shall be valid for a period of 01 year from the placement of purchase order.

### **4. TAXES & DUTIES**

- 4.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.
  - Applicable rate of GST/SAC Code
  - Firms GST Reg. NO.
  - Service accounting code (SAC) as prescribed by statutory authorities.
  - GST Reg. No. of Udupi Cochin Shipyard Limited (**29AAACT1281B1ZO**).

### **5. PAYMENT**

- 5.1. 100% Payment will be made for the actual quantum of work done.
- 5.2. Payment shall be released within 30 days from date of submission of bill and work completion certificate from the executing UCSL officer-in-charge.
- 5.3. Invoice shall be submitted with necessary Work completion certificate duly certified by UCSL representative.
- 5.4. Acknowledgement of trips shall be duly signed & stamped by UCSL Security (Both In & Out). Original delivery challan should be handed over to the user section along with the bills.
- 5.5. 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.





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## **6. LIQUIDATED DAMAGES**

- 6.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the commitment, 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.
- 6.2. 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.
- 6.3. 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.
- 6.4. 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.

## **7. TERMINATION & LIMITATION OF LIABILITY**

- 7.1. This contract may be terminated upon the occurrence of any of the following events
  - 7.1.1. By agreement in writing of the parties hereto;
  - 7.1.2. By the non-defaulting party, upon default by the other party, of any clause of this contract, if not remedied within thirty (30) 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;
  - 7.1.3. 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.
  - 7.1.4. In cases where maximum limit of LD is reached and still the items are not delivered.
  - 7.1.5. For fraud and corruption or other unacceptable practices.
  - 7.1.6. 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.
- 7.2. UCSL may give by notice in writing to supplier for terminate the order after issuing due notice i.e., 15 days' notice period. UCSL shall be entitled to compensation for the loss limited to the order value.
- 7.3. 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.





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## **8. ARBITRATION & JURISDICTION**

- 8.1. 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.
- 8.2. 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.
- 8.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 8.4. Language of Arbitration: The Language of arbitration shall be English.
- 8.5. Governing Law: The contract shall be governed by Indian Law.
- 8.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

## **9. SUB CONTRACTING AND ASSIGNMENT**

- 9.1. Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of UCSL.
- 9.2. 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.

## **10. SECRECY & RESTRICTION ON INFORMATION TO MEDIA**

- 10.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 10.2. 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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## **11. CANCELLATION OF ORDER AND RISK CONTRACTING**

- 11.1. In the event the contractor fails to complete the work promptly and satisfactorily as per the terms of the order, and if the work is delayed beyond thirty (30) days from the agreed schedule, UCSL, without prejudice, reserves the right to cancel the order and get the work done at contractor's cost and the expenditure so incurred including any damage or loss will be recovered from him and the Security Deposit furnished by him is liable to be forfeited either in whole or in part.

## **12. FORCE MAJEURE**

- 12.1. 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.

## **13. SAFETY OF PERSONNEL AND FIRST AID**

- 13.1. The Agency shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel.
- 13.2. 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 Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 13.3. 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 labour for executing the works.

## **14. LABOUR LAWS AND REGULATIONS**

- 14.1. The Contractor 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.
- 14.2. The Contractor 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 Contractor shall inform UCSL his license number from the Central Labour Commissioner.





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- 14.3. All contract workmen, 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 contract workmen in the Company. In Case 1, All such insured contract workmen should carry with them their ESI Identity Card for verification by the authorities. No contract workmen without a valid ESI Identity Card for verification by the authorities will be permitted to work in the company.
- 14.4. The Contractor 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
- 14.5. If the Contractor 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.
- 14.6. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by UCSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by UCSL.
- 14.7. The Contractor 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 Contractor shall take appropriate action against such workmen. The contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 14.8. All persons who are engaged for various works in UCSL either directly or through contractors, should produce the following documents prior to issuing their entry passes:
- 14.9. Passport/attested copy of passport with photo and address particulars.
- OR
- 14.10. 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.)
- 14.11. **Contractors are to familiarize themselves with the labour rules & regulations.**





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## 15. OTHER TERMS & CONDITIONS

- 15.1. UCSL reserves the right to accept / reject any offer.
- 15.2. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 15.3. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their Tenders as to the nature of the site and dimensions, the means of access to the site, and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their Tender.
- 15.4. A Tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Submission of a Tender by a Tenderer implies that he has read this notice and all other Contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
- 15.5. The Agency shall have to engage men on round the clock basis and also on Sundays and holidays, if required. Work has to be completed to the satisfaction of Udupi Cochin Shipyard Limited's; Engineers deputed for the job. The job should be completed at the time specified by the supervising Engineer for each stage of work.
- 15.6. The Contractor shall indemnify UCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at UCSL.
- 15.7. It is also to be understood by the Contractor that Udupi Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of UCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 15.8. Addenda to this Tender document, if issued, must be signed and submitted along with the Tender document.
- 15.9. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant Labour laws.
- 15.10. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

Asst. General Manager (Materials & Contract Cell).



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



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**16. PRICE**

SL. NO	DESCRIPTION OF WORK	UOM	QTY	Rate per Hour	TOTAL AMOUNT
1	Hiring Charges for (12T to 15T) Capacity Hydra on Hourly Basis as per the scope of works.	Hrs.	200		
2				IGST/GST @.....	
3				<b>Grand Total Amount</b>	
Grand Total in words:					

Signature:

Address of the contractor:

Date:

Seal:

- 16.1. 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)
- 16.2. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.

