



UDUPI COCHIN SHIPYARD LIMITED

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

ANNUAL RATE CONTRACT FOR CATRIDGE REFILLING

UCSL/CC/E/GEN/240 Dt: 29th February 2024

Enquiry No. & date	UCSL/CC/E/GEN/240 Dt: 29th February 2024
Name of work	ANNUAL RATE CONTRACT FOR CATRIDGE REFILLING
Last date & time of receipt of tender	08 th March 2024 (Friday), 15:30hrs
Date & time of opening of Bid	08 th March 2024 (Friday), 15:30hrs

1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of annual rate contract for “CATRIDGE REFILLING”.
- 1.2. Collection of the empty cartridge from Udupi Cochin Shipyard Limited (UCSL), Udupi, Karnataka for calibration and return of the filled cartridge at Udupi Cochin Shipyard Limited (UCSL), Udupi, Karnataka as per UCSL requirement to be arranged by the contractor.

2. SCOPE OF WORK

- 2.1. The work is to be carried for UCSL- for the “CATRIDGE REFILLING”
- 2.2. The list of work scope for cartridge refilling is placed at Annexure - I
- 2.3. Mobilization of entire Labour/workmanship (skilled/semiskilled/unskilled) required for the work in accordance with the specification's provided by UCSL (After placement of work order) and applicable procedure shall be followed.
- 2.4. Arranging required equipments, tools and tackles, etc. required for cartridge refilling will be under the scope of the contractor.
- 2.5. Filled Cartridges need to be delivered at the site on time as per the directives from UCSL Office-in-charge.
- 2.6. The refilling of Printer Cartridges must be done as per the requirement then and there or latest by a day.
- 2.7. The bidders should carefully go through the requirements and deviations if any shall be specifically brought out in the offer.
- 2.8. Contractor should also keep a person in stand-by, for attending emergency call as per UCSL yard requirement or as the case may be.
- 2.9. Provision of required PPE and safety appliances to workmen/supervisor will be in bidder scope.





3. SCOPE OF UCSL

- 3.1. Issue of Empty cartridge from Udupi Cochin Shipyard Limited (UCSL), Udupi, Karnataka
- 3.2. Required space for storage of materials inside the Yard, as necessary for the work.

4. SCHEDULE OF COMPLETION

- 4.1. Work must be completed within 02 days from the receipt of Empty cartridge.

5. VALIDITY

- 5.1. The offer shall be valid for a period of 1 Year (01/04/2024 to 31/03/2025).

6. TAXES & DUTIES

- 6.1. 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).

7. PAYMENT

- 7.1. Payment shall be made on the actual quantity of work done, and payment will be released within 30 days from the date of submission of the bill and work completion certificate from the executing UCSL officer.
- 7.2. Invoice shall be submitted with necessary Work completion certificate duly certified by UCSL office -in-charge.
- 7.3. 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. TERMINATION & LIMITATION OF LIABILITY

- 8.1. This contract may be terminated upon the occurrence of any of the following events
- 8.2. By agreement in writing of the parties hereto;
- 8.3. 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;
- 8.4. 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.
- 8.5. For fraud and corruption or other unacceptable practices.





- 8.6. 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.
- 8.7. 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.
- 8.8. 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.

9. ARBITRATION & JURISDICTION

- 9.1. 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.
- 9.2. 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.
- 9.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 9.4. Language of Arbitration: The Language of arbitration shall be English.
- 9.5. Governing Law: The contract shall be governed by Indian Law.
- 9.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

10. SUB CONTRACTING AND ASSIGNMENT

- 10.1. 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.
- 10.2. 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.





11. LABOUR LAWS AND REGULATIONS

- 11.1. 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.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.
- 11.9. 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:
- 11.10. 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.)
- 11.11. 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.
- 11.12. Agency shall familiarize themselves with the labour rules & regulations.





12. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 12.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 12.2. 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.

13. CANCELLATION OF ORDER AND RISK CONTRACTING

- 13.1. 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.

14. FORCE MAJEURE

- 14.1. 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.

15. SAFETY OF PERSONNEL AND FIRST AID

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

16. OVERWRITING & CORRECTIONS

- 16.1. 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

17. OTHER TERMS & CONDITIONS

- 17.1. Quality of workmanship shall conform to the specification/ standards laid down by UCSL.
- 17.2. UCSL reserves the right to accept / reject any offer.
- 17.3. 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.





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- 17.4. The Agency shall have to engage workforce on round the clock basis and also on Sundays and holidays, if required.
- 17.5. Work has to be completed to the satisfaction of Udupi Cochin Shipyard Ltd.; Engineers deputed for the job. The job should be completed at the time specified by the supervising Engineer for each stage of work.
- 17.6. 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.
- 17.7. 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.
- 17.8. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 17.9. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

Asst. 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





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LIST OF TENTATIVE WORK SCOPE FOR CATRIDGE REFILLING

SL NO	WORK DESCRIPTION	QTY	UOM
1	Canon 326 refilling	130	EA
2	Canon 326 drum change	30	EA
3	Canon 054 BLACK refilling	10	EA
4	Canon 054 YELLOW refilling	10	EA
5	Canon 054 CYAN refilling	10	EA
6	Canon 054 MAGANTHA refiling	10	EA
7	HP 12A refiling	5	EA
8	HP 77A refiling	30	EA
9	HP 88A refiling	10	EA

Note: The above quantity is indicative only.





18. PRICE BID FORMAT

SL NO	ITEM DESCRIPTION	QTY	UOM	UNIT PRICE	TOTAL PRICE
1	Canon 326 refilling	130	EA		
2	Canon 326 drum change	30	EA		
3	Canon 054 BLACK refilling	10	EA		
4	Canon 054 YELLOW refilling	10	EA		
5	Canon 054 CYAN refilling	10	EA		
6	Canon 054 MAGANTHA refiling	10	EA		
7	HP 12A Refilling	5	EA		
8	HP 77A Refilling	30	EA		
9	HP 88A Refilling	10	EA		
10	TOTAL BASIC PRICE				
11	GST as applicable				
12	TOTAL LANDED COST INCLUDING OTHER CHARGES				

Note: L1 will be determined based on the Total amount SL. No:10.

Price Quoted Should Be Included of all charges, No Separate Charges to Be Quoted (Eg: Transportation0.

Signature:

Address of the contractor:

Date:

Seal:

18.1. 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

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

