

TENDER No. UCSL/CC/T/W/024 Dt 17th May 2024

**TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800
DWT GENERAL CARGO VESSEL**



UDUPI COCHIN SHIPYARD LIMITED

UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108



Udupi Cochin Shipyard Limited
TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800 DWT GENERAL CARGO VESSEL
UCSL/CC/T/W/024 Dt 17th May 2024

TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/024 Dt 17th May 2024
Name of work	Tender For Surface Preparation And Painting Of 3800 DWT General Cargo Vessel
Last date & time of receipt of tender	24th May 2024 (Friday) 15:30hrs
Date & time of opening of Technical Bid (Part-I)	24th May 2024 (Friday) 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 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 and Annexure II respectively
- b. **The Techno commercial Check List** at Annexure VII to be filled up completely and duly signed.
- c. Duly filled form at Annexure - V
- 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 VI.

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. 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 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. Vineesh V Pillai, Ph. No: +91 8939751165.

Assistant General Manager (Materials & Contract Cell)

Sony Clement T M
AGM - Materials
UCSL

Encl:

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|---|-----------------|
| 1. Terms & Conditions | - Annexure I |
| 2. Scope of Work | - Annexure II |
| 3. Indicative Quantum of Painting Works | - Annexure III |
| 4. General arrangement | - Annexure IV |
| 5. Power of Attorney | - Annexure V |
| 6. Price Bid | - Annexure VI |
| 7. Techno-Commercial check List | - Annexure VII |
| 8. Unconditional Acceptance Letter | - Annexure VIII |



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TERMS AND CONDITIONS

TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800 DWT GENERAL CARGO VESSEL

1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for Surface Preparation & Painting of 04 numbers of 3800 DWT general cargo vessel to be built at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe, Karnataka.
- 1.2. The work includes Cleaning & HP Washing, Power Tooling ST3, Emery Application, Spray Painting (airless spray) & Roller and brush painting necessary to satisfactorily complete the work in accordance with UCSL, Classification society and Owner's requirements.
- 1.3. You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and UCSL, before submitting your offer.
- 1.4. The Agencies are advised to familiarize themselves with the site conditions before quoting.

2. SCOPE OF WORK

- 2.1. This requirement pertains to the awarding of a subcontract to carry out the surface preparation and system coat application of the internal as well as external areas of the 3800 DWT -General cargo vessel in the UCSL yard.
- 2.2. Refer Annexure II and Annexure III for detailed scope of work and indicative quantum of Surface Preparation & Painting works respectively.

3. METHOD OF AWARING CONTRACT

- 3.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure VII) and emerging as L1.
- 3.2. This tender is for construction of 04 numbers of 3800 DWT general cargo vessel . UCSL reserves the right to award work order on two different contractors for each Tug. The L1 bidder will be awarded with the construction of Y165(1st vessel) and the L2 bidder will be called for negotiation to meet the L1 bidder's rate to award work order for Y166(2nd vessel). In case L2 bidder is not willing to match L1 bidder's rate, L3/L4/L5 etc. bidders Will be invited for the negotiation to match L1 bidder rate. If L2/L3/L4/L5 etc. are not willing to match with L1 bidder's rate, hence work order for construction of both vessels to be awarded to L1 bidder.
- 3.3. But the initial order shall be placed for 2 vessels and the bidder will be offered the option of 2 shipsets as continuation to the initial 2 orders. The further orders shall be confirmed as repeat orders solely based on the performance of the contractor on the initial 2 shipsets.
- 3.4. The second vessel (Y-166) if awarded to L1 bidder itself, then the performance of the L1 bidder in their first vessel will be monitored by the operations department and based on their performance only, the vessel (Y-166) work order will be issued.
- 3.5. 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.
- 3.6. UCSL reserves the right to cancel the tender if required.



4. CONSUMABLES:

- 4.1. The consumables that are used for surface preparation and painting purposes shall be part of the contractor's scope. listed below for reference.
- 4.1.1. **Machineries:** airless spray-painting machines, airless spray guns, spray gun nozzles, spray gun tips, AG4 grinding machines, pencil corner brush, and other necessary items.
 - 4.1.2. **General Consumable:** scrapper, hand lamp, bulb, wire brush cup, sandpaper disc, roller brush, etc.
 - 4.1.3. Covering materials include masking tape, Silpaulin sheets for protecting the equipment, etc.
 - 4.1.4. Cleaning materials: sandpaper, emery paper, brooms, cleaning brushes, cotton waste, etc.
 - 4.1.5. 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.
- The work is to be carried out at UCSL (Malpe) Yard.
 - Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of the contractor and UCSL before submitting or finalizing their offer

COMMON REQUIREMENTS

- 4.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels. The same may be seen prior bidding, if required. Copy of the standards will be provided while awarding contract.
- 4.3. Required production aids shall be arranged by Contractors.

5. SCOPE OF WORK

- 5.1. Rate contract to carry out the surface preparation and system coat application of the 3800 DWT - General cargo vessel. The work is to be carried out in accordance with the requirements of UCSL, the classification society, and owner requirements.
- 5.2. Mobilization of entire labour / Workmanship (Skilled/Semiskilled/Unskilled) required for the surface preparation and system coat application in accordance with the specifications, Quality Assurance plan (QAP) and applicable paint procedures, which will be provided by UCSL.
- 5.3. Includes - execution, supervision, and reporting of all the tasks and activities associated with the surface preparation and painting activities.
- 5.4. Refer **Annexure II** and **Annexure III** for detailed scope of work and indicative quantum of Painting works respectively.

6. ELIGIBILITY CRITERIA

- 6.1. The Bidder shall be a single firm having experience in surface preparation & painting in ships or floating marine structures areas in the last three years.
- 6.2. The technical experience means "the experience of successfully completed similar works (as per clause 6.1 above) for period of 3 years. In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering UCSL requirement.
- 6.3. The contractor must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 yrs. in Painting field.



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- 6.4. If the experience claimed by the bidder is of no relevance with respect to surface preparation & painting in ships/vessels, then such experience will not be considered for pre-qualification. Decision taken by UCSL in this regard will be final.
- 6.5. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to UCSL in support of its claim of experience, during the technical bid submission stage.
- 6.6. Bidder shall not be under a declaration of ineligibility issued by Govt. of India/ State govt./ Public Sector Undertakings etc. The bidder shall not have been debarred / black listed by UCSL or by any of the Public Sector Undertaking or Government department etc.

7. SCHEDULE OF COMPLETION OF VESSELS

- 7.1. The contractor shall follow the UCSL schedule requirements strictly. The detail schedule will be shared after awarding the job.
- 7.2. To meet the UCSL schedule requirements, manpower and contractor scope of machineries may need to be increased within 72 hours from the intimation.

8. INSPECTION

- 8.1. The vessel shall be built under the classification of BV Class.
- 8.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 8.3. The complete work has to be carried out under the survey of UCSL, Paint manufacturers requirements, CLASS and Owners. The works are to be inspected and approved by UCSL initially and thereafter presented to CLASS and the Owner for their survey and approval.
- 8.4. All test and Inspections shall be carried out as per approved Quality Plan.
- 8.5. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

9. VALIDITY

- 9.1. The offer shall be valid for a period of 1 year and no escalation in rate shall be allowed by UCSL on whatsoever reason.

10. RATE

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

11. PAYMENT TERMS

- 11.1. Payment will be made 4 stages.

Stage I: 25% of Total contracted value per vessel

Deliverables:

External painting completion, tank erection joint completion and box up, one coat painting in internal compartment.

Stage II: 25% of Total contracted value per vessel

Deliverables:

100% accommodation painting completion, 1 coat completion of bilges painting.



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Stage III: 30% of Total contracted value per vessel

Deliverables:

100% painting completion of machinery bilge areas. 100% painting completion above bilges.

Stage IV: 20% of Total contracted value per vessel

Deliverables:

On completion of 100% completion of scope of work cosmetic coats, marking and completion of Sea Trails.

11.2. Payment shall be made on the basis of certification by UCSL officer in-charge.

11.3. The payment shall be made within 30 days from submission of invoice along with the work completion certificate.

11.4. All claims for payment for the work/additional work shall be submitted by the contractor within one month of completion of work.

11.5. 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.

12. TAXES & DUTIES

12.1. 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).

13. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES

13.1. 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).

14. SECURITY DEPOSIT

14.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. In case the contractor fails to submit the SD in time, deduction of SD amount will be made from the running bills submitted. The Security Deposit will be released on certification of satisfactory completion of the contract and handing over of all the documents to Udupi Cochin Shipyard and no liability to UCSL by Officer-in charge. The Security Deposit retained will not bear any interest.

15. PERFORMANCE GUARANTEE

15.1. The complete work carried out by the contractor shall be guaranteed against defective on poor workmanship for a period of six months from the date of completion of work or till delivery of that vessel, whichever is earlier. Any work found defective during this period is to be repaired entirely at the contractor's cost at the vessel's location and such repaired items shall be guaranteed for a further period of three months from the date of repair.



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- 15.2. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor-quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.
- 15.3. Towards this, a performance guarantee equivalent to 5% of the value of the contract to be furnished by the contractor on completion of the works by way of a bank guarantee (in approved proforma of UCSL) from a nationalized bank valid till the expiry of the guarantee period. In case the contract fails to submit the PG in time, SD mentioned at Clause 14 will be retained till the expiry of guarantee period.

16. LIQUIDATED DAMAGES

- 16.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, for any reason other than force majeure conditions, will be recovered at the rate of half percent of the value of the contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.
- 16.2. 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.
- 16.3. 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.
- 16.4. 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.

17. POWER OF ATTORNEY

- 17.1. 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.
- 17.2. 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.

18. TERMINATION & LIMITATION OF LIABILITY

- 18.1. This contract may be terminated upon the occurrence of any of the following events
- 18.2. By agreement in writing of the parties hereto;
- 18.3. 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;
- 18.4. By the other party, upon either party;



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- 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.

18.5. For fraud and corruption or other unacceptable practices.

18.6. 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.

18.7. 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.

18.8. 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.

19. ARBITRATION & JURISDICTION

19.1. 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.

19.2. 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.

19.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.

19.4. Language of Arbitration: The Language of arbitration shall be English.

19.5. Governing Law: The contract shall be governed by Indian Law

19.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

20. SUB CONTRACTING AND ASSIGNMENT

20.1. 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.

20.2. 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.



21. SECRECACY & RESTRICTION ON INFORMATION TO MEDIA

- 21.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 21.2. 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.

22. CANCELLATION OF ORDER AND RISK CONTRACTING

- 22.1. 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.
- 22.2. 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.

23. FORCE MAJEURE

- 23.1. 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.

24. STORAGE OF MATERIAL AND EQUIPMENT

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

25. IMS GUIDELINES

- 25.1. UCSL implemented an Integrated Management System (IMS) and the Quality Management System (QMS) within the yard. As part of IMS, subcontractors shall comply with the following measures related to the Quality, Health, and Safety & Environment (QHSE) policy of UCSL.
 - a) Meeting or exceeding customer requirements.
 - b) Assuring quality of the products and service.
 - c) Preventing occupational ill health & injuries.
 - d) Ensuring safe work sites.
 - e) Conserving natural resources.
 - f) Preventing / minimizing air, water & land pollution.
 - g) Handling and disposal of Hazardous wastes safely.
 - h) Complying with statutory & regulatory and other requirements.
 - i) Developing skills and motivating employees.



25.2. 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.

26. SAFETY OF PERSONNEL AND FIRST AID

- 26.1. 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.
- 26.2. 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.
- 26.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel



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- 26.4. 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.

27. LABOUR LAWS AND REGULATIONS

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. 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.
- 27.5. 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.
- 27.6. 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.
- 27.7. 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.
- 27.8. 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.
- 27.9. 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:
- 27.10. 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.



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27.11. 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.

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

28. ELECTRICITY RULES AND REGULATION

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

29. OVERWRITING & CORRECTIONS

29.1. 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.

30. OTHER TERMS & CONDITIONS

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

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

30.3. 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.

30.4. 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.

30.5. 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.

30.6. 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.

30.7. 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.

30.8. 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.

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

30.10. 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.

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



SCOPE OF WORK

TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800 DWT GENERAL CARGO VESSEL

1. SCOPE OF CONTRACTOR:

- 1.1. Surface preparation includes removing oil, grease, salt and other contaminants with a suitable detergent followed by fresh water cleaning. Detergent shall be under the scope of the contractor.
- 1.2. The power tooling to be done when the surface is dry.
- 1.3. Power tool cleaning to SSPC-SP3 (St2 & 3) standard.
- 1.4. Moping to be done before painting if required.
- 1.5. Required rub down and air sanding to be done between inter coating.
- 1.6. Surface preparation and system coat application should be done by qualified, skilled power toolers and painters. A skill test will be conducted by the end-user department prior to mobilization for the job.
- 1.7. The manpower required for the job needs to be assigned for two shifts (day and night) on a need-based basis.
- 1.8. Proper paint nozzles (tips) should be used during spray painting based on the dry film thickness (DFT), which should be as specified.
- 1.9. The contractor's scope of work will include cleaning and applying a cosmetic coat to the underwater area, the above water area, including the superstructure and the internal compartment bilges area.
- 1.10. After cleaning of the tanks, hot work damaged area is to be touched up with complete system coat before the final tank box up survey, which is also in contractor's scope.
- 1.11. After each day's work, proper housekeeping should be done at your own working premises.
- 1.12. Scaffolding erection up to 3 meters of height. Scaffolding material will be provided by yard.
- 1.13. The subcontractor must take precautions to ensure that the equipment and machinery being installed on board are covered properly. If any damage occurs due to poor workmanship, the same will be deducted from the contractor's bill.
- 1.14. UCSL will provide the paint materials based on the manufacturer's technical data sheet for the proper application of paint. However, if the paint materials are found to have been misused due to poor workmanship, then the wasted material cost will be debited from the contractor.
- 1.15. Ensuring best HSE practices at the site during surface preparation and system coat application, which includes mandatory work permits, certifications, and approvals in accordance with the prevailing guidelines in UCSL.
- 1.16. Arrangement of lights (in case of emergency) and ventilation which is providing by yard shall be in part of contractor scope



- 1.17. The contractor shall be responsible for any damage caused to the material supplied by UCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.
- 1.18. Welding seam area/Projections/holidays to be strip coated before spray painting.
- 1.19. Uneven surface putty application and leveling shall be under the scope of the contractor. Putty will be supplied by UCSL.
- 1.20. Each coat DFT and paint finish should be followed as a part of inspection.
- 1.21. Application of paint to be done with Airless and conventional type spray.
- 1.22. Required masking and protection of windows, electrical equipment etc., to be done and required materials shall be under the scope of the contractor.
- 1.23. Required equipment, Spray painting guns, tools, paint brush and Consumables required for the painting work shall be under the scope of the contractor.
- 1.24. Mobilization of entire labour / Workmanship (Skilled/Semiskilled/Unskilled) required for the surface preparation and system coat application in accordance with the specifications, Quality Assurance plan (QAP) and applicable paint procedures, which will be provided by UCSL.
- 1.25. Surface preparation and system coat application should be done by qualified, skilled power toolers and painters. A skill test will be conducted by the end-user department prior to mobilization for the job.
- 1.26. The manpower required for the job needs to be assigned for two shifts (day and night) on a need-based basis.
- 1.27. The subcontractor must take precautions to ensure that the equipment and machinery being installed on board are covered properly. If any damage occurs due to poor workmanship, the same will be deducted from the contractor's bill.
- 1.28. UCSL will provide the paint materials based on the manufacturer's technical data sheet for the proper application of paint. However, if the paint materials are found to have been misused due to poor workmanship, then the wasted material cost will be debited from the contractor.
- 1.29. Ensuring best housekeeping practices to keep the work premises neat and clean.
- 1.30. If required, artist to be engaged by the contractor for the stenciling works and the same may be arranged within three days from the date of intimation by UCSL.

2. SCOPE OF UCSL:

- 2.1. Providing the required technical specification for work.
- 2.2. Paint, thinner & Ventilation Blower will be provided by UCSL.
- 2.3. Providing Electricity, Water, compressed air (at available pressure), and Welding gases at centralized points.



- 2.4. Scaffolding above 3-meter height above.
- 2.5. Required space for storage of materials inside the Yard.
- 2.6. High pressure washing machine with fresh water.
- 2.7. Services of UCSL crane & forklift /other material handling facilities subject to availability.
- 2.8. Space for positioning of contractor's office container if any. Power and water supply will be provided to the container, within the yard premises

3. ADDITIONAL WORKS

- 3.1. This Surface Preparation & Painting job and any additional works up to 10% growth of work on the Painting works in terms to be envisaged and is to be undertaken without any additional price impact.
- 3.2. Any minor modifications, resulting from the change in statutory regulations prevailing at the time of final inspection of work by Classification Society, to be carried out by the Contractor free of cost. In case of rework/modification/additional work, written consent is to be obtained from the Officer-in-charge before commencement of the work.
- 3.3. Contractor shall carry out the complete work in accordance with Shipyard's approved drawings. Any minor modifications from drawing or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
- 3.4. Contractor shall execute, during or after completion of the work, any minor job connected with the work, that is considered necessary by Shipyard and/or Classification Society.



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Indicative Quantum of Painting Works

TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800 DWT GENERAL CARGO VESSEL

Scope of work for 3800 DWT General Cargo Vessel - Secondary surface Preparation for system coat painting						
S/No	LOCATION	DETAILS OF SECONDARY SURFACE PREPARATIONS AND SYSTEM COATS				
		Area (Sq.M)	Scope	No of time	Percentage	Applicable area
1	Hull Exterior Surface: Under water hull, Sea chest	3374	HP-Washing	1	100%	3374
			Power Tooling ST3	1	10%	337.4
			Hard Emery with disc paper	1	90%	3036.6
			Emery paper apply (for system coat preparation)	1	50%	1687
			Moping & Cleaning	1	100%	3374
			Stripe Coat	3	10%	1012.2
			5 Coat of spray painting	5	100%	16870
2	Hull Exterior Surface: above water line including bulwark	930	HP-Washing	1	100%	930
			Power Tooling ST3	1	10%	93
			Hard Emery with disc paper	1	90%	837
			Emery paper apply - (for system coat preparation)	1	50%	465
			Moping & Cleaning	1	100%	930
			Stripe Coat	3	10%	279
			3 Coat of spray painting	3	100%	2790



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3	Main deck exposed	207	HP-Washing	2	100%	414
			Power Tooling ST3	1	50%	103.5
			Hard Emery with disc paper	1	50%	103.5
			Emery paper apply - for system coat preparation	1	50%	103.5
			Moping & Cleaning	1	100%	207
			Stripe coat	3	20%	124.2
			3 Coat of spray painting	3	100%	621
4	Bulwark inside	436	HP-Washing	2	100%	872
			Power Tooling ST3	1	30%	130.8
			Hard Emery with disc paper	1	70%	305.2
			Emery paper apply - (for system coat preparation)	1	50%	218
			Moping & Cleaning	1	100%	436
			Stripe Coat	3	30%	392.4
			3 Coat of spray painting	3	100%	1308
5	Super structure Exposed	1460	HP-Washing	2	100%	2920
			Power Tooling ST3	1	50%	730
			Hard Emery with disc paper	1	50%	730
			Emery paper apply - (for system coat preparation)	1	50%	730
			Moping & Cleaning	1	100%	1460
			Stripe Coat	3	30%	1314



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			3 Coat of spray painting	3	100%	4380
6	Accommodation floor	1011	Power Tooling ST3	1	50%	505.5
			Emery	1	50%	505.5
			Mopping & Cleaning	1	100%	1011
			1 Coat of spray painting	1	100%	1011
7	Accommodation inside - Bhd, Deck head	5402	Power Tooling ST3	1	50%	2701
			Emery	1	50%	2701
			Mopping & Cleaning	1	100%	5402
			1 Coat of spray painting	1	100%	5402
8	Exhaust casing inside	120	Power Tooling ST3	1	30%	36
			Emery	1	70%	84
			Mopping & Cleaning	1	100%	120
			2 Coat of spray painting	2	100%	240
9	Co2, Bridge deck inside, Void deck inside Bhd, Boat deck inside, Raised quarter deck inside, Forecastle deck inside, Tween deck inside, Propulsion room-Bhd & Deckheads	3319	Power Tooling ST3	1	30%	995.7
			Emery	1	70%	2323.3
			Mopping & Cleaning	1	100%	3319
			Stripe Coat	3	30%	2987.1
			3 Coats of spray painting	3	100%	9957
10	Hatches external & Hatches internal	4651	HP-Washing	1	100%	4651
			Power Tooling ST3	1	30%	1395.3
			Hard Emery with disc paper	1	70%	3255.7



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			Moping & Cleaning	1	100%	4651
			Stripe Coat	3	30%	4185.9
			3 Coat of spray painting	3	100%	13953
11	Chain locker, Void tanks, Urea Tank, Bilge collecting Tank, Dirty oil Tank, Grey water Tank, Black water Tank, Wash Water Tank(P/S),	2031	HP-Washing	2	100%	4062
			Power Tooling ST3	1	30%	609.3
			Emery	1	90%	1827.9
			Mopping & Cleaning	2	100%	4062
			Stripe Coat	2	30%	1218.6
			2 Coats of spray painting	2	100%	4062
12	Void above MGO(P/S), Void DB prop. Room, Void Skeg, Void 2 skreg, Void Valves(fwd./Aft), Void PR	1506	HP-Washing	2	100%	3012
			Power Tooling ST3	1	100%	1506
			Hard Emery with disc paper	1	50%	753
			Moping & Cleaning	1	100%	1506
			Stripe Coat	2	30%	903.6
			2 Coat of spray painting	2	100%	3012
13	Propulsion room -Bow thruster channel Bilges	940	HP-Washing	1	100%	940
			Power Tooling ST3	1	30%	282
			Hard Emery with disc paper	1	70%	658
			Moping & Cleaning	1	100%	940
			Stripe Coat	3	30%	846
			3 Coat of spray painting	3	100%	2820
14		10335	HP-Washing	1	100%	10335



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	Ballast water tanks		Power Tooling ST3	1	15%	1550.25
			Hard Emery with disc paper	1	15%	1550.25
			Stripe Coat	2	5%	1033.5
			2 Coat of spray painting	2	30%	6201
15	Fuel oil, Lube oil Tank Gen.rm, Lube oil Tank Stern tube, Lube oil Tank Gearbox	2387	Power Tooling ST2	1	30%	716.1
			Mopping & Cleaning	1	100%	2387
			Touch-up painting	1	30%	716.1
			oil smearing	1	100%	2387

The above quantity is indicative only and the quantity may get increased/ decreased, depending on site conditions and owner/class requirements.

POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

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

Subject: Power of Attorney

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

(Attested signature of Mr.)

For.....
(Name & designation)

(Company Seal)



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TENDER FOR SURFACE PREPARATION AND PAINTING OF 3800 DWT GENERAL CARGO VESSEL

PRICE BID

SL NO	WORK DESCRIPTION	QTY	UOM	TOTAL
1	Surface Preparation & Painting of 3800 DWT general cargo vessel as per the scope of work and Indicative list of work.	1	Shipset	
2	IGST/GST..... %			
3	GRAND TOTAL AMOUNT (INR)			
AMOUNT IN WORDS:				

ADDENDUM OPTION PRICE (For reference purpose) **

Sl. No	Description of Work	UOM	Rate/UOM
1.	Application of spray paint per coat	Sq.M	
2.	HP washing	Sq.M	
3.	Power tooling as per SSPC-SP3(st3&2) standard including consumables.	Sq.M	
4.	Strip coat	Sq.M	
5.	Hard Emery with disc paper	Sq.M	

- **This addendum option price will not be considered for determination of L1.

Signature:

Address of the contractor:

Seal:



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ANNEXURE-VII
TECHNO COMMERCIAL CHECK LIST (To be submitted by the bidder)

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

SL No.	Tender Enquiry Requirements	Confirmation from bidder (Strike off whichever is not applicable)	Specific comments /Remarks
1	Terms & Condition, Scope of work & Indicative Quantum of Work. (Annexure-I, II & III)	Agreed as per tender /Do not agree	
2	Schedule	Agreed as per tender/Do not agree	
3	Unconditional Acceptance	Agreed as per tender/Do not agree	
4	Offer Validity	06 Months - Agreed as per tender/Do not agree	
5	Taxes & Duties	Specified/included in Price	
5	Payment terms - confirm		
a	As per Clause 11 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	Performance Guarantee	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	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

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/024 dated 17th May 2024 Tender for surface preparation and painting of 3800 DWT general cargo vessel at UCSL 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: