

TENDER No. UCSL/CC/T/RC/281 Dt- 09th AUGUST 2024

TENDER FOR TWO YEAR RATE CONTRACT FOR
BLASTING & PAINTING



UDUPI COCHIN SHIPYARD LIMITED
MALPE, UDUPI 576108





Udupi Cochin Shipyard Limited
Tender for Two-year rate Contract for Blasting & Painting
UCSL/CC/T/RC/281 Dt 09 August 2024

TENDER NOTICE

Tender No. & date	UCSL/CC/T/RC/281 Dt. 09 th August 2024
Name of work	Tender for Two-year rate contract for Blasting & Painting.
Site visit	16 th - 20 th August 2024, 11:30 Hrs
Last date & time of receipt of tender	22 nd August 2024 (Thursday), 15:30 Hrs
Date & time of opening of Technical Bid (Part-I)	22 nd August 2024 (Thursday), 15:30 Hrs

1. The persons from the firm, visiting the site should send their person details, with documentary proof (Aadhar copy) through e-mail prior to arrival to contractcell@udupicsl.com.
2. 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.
3. 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.

4. 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.



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- 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.
- vi. 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.
5. 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.
6. 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.**
7. 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.
8. Contact Person: Mr. Sarun Babu E B, Ph. No: +91 8592048487.

Assistant General Manager (Materials & Contract Cell)

Encl:

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

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





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TERMS AND CONDITIONS

TENDER FOR TWO YEAR RATE CONTRACT FOR BLASTING & PAINTING

1. DESCRIPTION OF WORK

- 1.1. This requirement pertains to the awarding of sub contract for carry out the surface preparation and painting of ship hull blocks and loose items such as Plates, Angles, Pipes and fabricated loose items etc., in blasting chamber for the period of 2 years in rate contract basis with a provision to extend to another one more year with the same rate, terms & conditions on mutual agreement basis at the end of the two years at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe, Karnataka.
- 1.2. Infrastructure and Consumables: Surface preparation and Painting is required to be carried out in allotted UCSL blasting chamber in accordance with the technical Specifications, Quality assurance plan, delivery schedule in compliance with UCSL - General Terms and conditions in all respects.
- 1.3. UCSL Blasting Chamber Details: Separate Conservation shed with integrated Blasting and Painting chamber with two sets of machines containing the portable blasting machine, Air compressors, Paint mist filter system, Vacuum recovery system, temperature and Humidity controls etc. Size of the blasting chamber is 15 -meter(width) x 20-meter (Length) x 20 meter (Height) for each bay. 2 Bays are available with all equipment.

1.4. Consumables:

- 1.4.1. Blasting Gun, Blasting Hoses, breathing air supply hoses and vacuum flexible hoses will be provided by UCSL at free of cost.
- 1.4.2. Minimum Forty tons steel grit are required to run UCSL blasting chambers. It should be noted that the UCSL have 12000 kg (12 T) of High carbon steel grit (G25) and 8000 kg (8T) of steel grit (G 40), for a total of 20000 (20T) kg of grit available in the chamber currently, the remaining need to be brought by the contractor at their expense High carbon steel grit (G18) 12000 kg and High carbon steel grit (G25) 6000 kg. The bidder should consider the available grit and steel shot while quoting. These items shall be issued to the contractor on chargeable basis. UCSL chargeable rate mentioned below for reference (Grit harness 42-50 HRC).

<u>Grit and Steel shot</u>	<u>Rate *</u>
High Carbon steel Grit (G18)	Rs. 87 Per kg
Steel shot abrasive (S390)	Rs. 87 Per kg

The above rate is inclusive of GST.





1.4.3. The consumables that are used for surface preparation and painting purpose shall be part of Contractor scope.

Listed below for reference.

- Machineries: Airless spray-painting machines, Airless spraying guns, Spray gun nozzles, spray gun filter, AG4 grinding machines, blasting hand lamp, explosion proof hand lamp, bulb and other necessary items.
- General Consumable: Scraper, Wire brush Cup, sand paper disc, Roller Brush, touch up brush, etc.,
- Covering materials: Masking tape, Silpaulin sheet, for protection etc.,
- Cleaning material: Sand paper, emery paper, Brooms, Cleaning brush, Cotton waste, etc.
- PPE (Personal protective equipment's): Safety helmet, Safety shoe, Coverall, Air fit mask, Respirator and required safety gears for carryout the blasting and painting activities.
- Masking tapes for covering the tank boundaries and pipe joints
- Masking of internal tank boundaries and pipe joints.
- Air-assisted airless spray machine (pneumatic).
- Ankle spray gun for tank spraying.
- DFT GAUGE for checking paint thickness.

1.4.4. The work is to be carried out at UCSL Malpe yard.

1.4.5. Supervisors and workers should mandatorily have hand on hand experience in PSPC tank blasting & painting.

1.4.6. Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and UCSL, before submitting/Finalizing their offer.

2. SCOPE OF WORK OF CONTRACTOR

2.1. Two-year rate contracts to carry out the surface preparation and painting of ship hull blocks and loose items in UCSL blasting chamber. The work is to be carried out in accordance with the requirements of UCSL, Classification society and owner requirements.

2.2. Mobilization of entire labour / Workmanship (Skilled/Semiskilled/Unskilled) required for the surface preparation and painting in accordance with the specifications and drawings provided by UCSL. Quality Assurance plan (QAP) and applicable paint procedures & specifications will be provided by UCSL.

2.3. Execution, supervision, management and reporting of all the tasks/activities associated with the surface preparation and painting activities.

2.4. Ensuring best housekeeping practices to keep the work premises neat and clean.

2.5. Surface preparation and painting should be done by qualified blasters and painters only. Blaster and painter skill will be tested by user department prior to mobilization in job.





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- 2.6. The manpower required for the job needs to be assigned for two shifts (day and night) on a need-based basis.
- 2.7. Proper paint nozzles(tip) should be used during spray painting based on the Dry film thickness (DFT) should be as specified.
- 2.8. After each day's work, the blasting chamber equipment's area should be cleaned and properly maintained.
- 2.9. After completing the work, all equipment and electricity should be turned off before leaving the chamber.
- 2.10. During the blasting or painting process, any equipment or machinery discovered to be non-operational due to technical issues must be immediately brought to the attention of the UCSL Maintenance team for repair.
- 2.11. The subcontractor must take precautions to ensure that the blast chamber equipment and machinery being used for the process requirement are maintained properly during usage, and if any damage occurs due to poor workmanship, the same will be deducted from the contractor's bill.
- 2.12. 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.
- 2.13. The blasting chamber and equipment, such as the dust collectors and paint filters, is to be kept clean on a regular basis after usage.
- 2.14. Ensuring best HSE practices at site during the blasting & painting, which includes mandatory work permits/certifications/approvals in accordance with the prevailing guidelines in UCSL.
- 2.15. Required scaffolding shall be installed by contractor to perform the job in blasting chamber.
- 2.16. Attending weekly quality and safety patrol along with a UCSL officer, the observations are required to be closed within 3 days.
- 2.17. Arranging required lights and ventilation shall be in part of contractor scope.
- 2.18. 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.





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3. SCOPE OF SUPPLY / WORK OF UCSL

- 3.1. Providing the required technical specifications & applicable drawings.
- 3.2. Blasting chamber operation will be done by UCSL.
- 3.3. Paint and thinner materials will be provided by UCSL.
- 3.4. High pressure washing pump with hose & gun will be provided by UCSL.
- 3.5. Scaffolding materials will be provided by UCSL.
- 3.6. Ventilation blower with hoses will be provided by UCSL.
- 3.7. Sufficient supply of air and water will be provided by UCSL.
- 3.8. Services of UCSL crane & forklift /other material handling facilities subject to availability.
- 3.9. Supply of electricity.

4. METHOD OF AWARDING CONTRACT

- 4.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure VI) and emerging as L1.
- 4.2. UCSL intends to award the operation of chamber-1 as confirmed to L1 bidder and chamber-2 to the next in-line bidder who is willing to match the L1 rate. If, no bidder is ready to work at L1 rate for chamber-2, then the scope of work at chamber-2 will be awarded to L1 bidder itself.
- 4.3. 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.
- 4.4. UCSL reserves the right to cancel the tender if required.

5. SCHEDULE OF COMPLETION

- 5.1. The work is of urgent nature and hence the contractor should mobilize the team to start the work not later than ten (10) days from the date of placement of work order.
- 5.2. The contractor shall follow the UCSL schedule requirements strictly. The detail schedule will be shared after awarding the job.
- 5.3. To meet the UCSL schedule requirements, manpower and contractor scope of machineries may need to be mobilized within 72 hours from the intimation.

6. INDICATIVE QUANTUM OF WORK

Sl. No.	DESCRIPTION OF WORK	UOM	QUANTITY
1	Cleaning and Mopping	SQM	600000
2	HP-Washing	SQM	300000
3	Blasting Standard SA 2.5 (ISO 8501-1)	SQM	120000
4	Sweep blasting	SQM	180000
5	Roller painting application	SQM	168000
6	Air less Spray painting	SQM	750000

The above indicative quantity of work is for the period of 2 years.





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7. INSPECTION

- 7.1. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 7.2. The complete work has to be carried out under the survey of UCSL, 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.
- 7.3. All test and Inspections shall be carried out as per approved Quality Plan.
- 7.4. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

8. VALIDITY

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

9. RATE

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

10. PAYMENT TERMS

- 10.1. Payment will be made as follows:
 - a. For ship building blocks payment shall be made on the actual quantum of work done on each block wise.
 - b. For other items monthly invoice to be done on the actual quantum of the work.
- 10.2. Payment shall be made on the basis of certification by UCSL officer in-charge.
- 10.3. The payment shall be made within 30 days from submission of invoice along with the work completion certificate.
- 10.4. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

11. TAXES & DUTIES

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





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12. PERIOD OF CONTRACT

12.1. Period of contract will be 02(two) years from the date of work order. The rates quoted and all other terms and conditions will remain unchanged for the entire period and with a provision to extend to another one more year with the same rate, terms & conditions on mutual agreement basis at the end of the two years.

13. SECURITY DEPOSIT / PERFORMANCE GURANTEE

13.1. 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. 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.

14. LIQUIDATED DAMAGES

14.1. 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.

14.2. 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.

14.3. 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.

14.4. 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.

15. POWER OF ATTORNEY

15.1. 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.

15.2. The person signing the tender form on behalf of another or on behalf of a firm, shall enclose to the tender, a Power of Attorney or the said deed duly executed in his favour or the partnership deed giving him such power showing that, he has the authority to bind such other persons or the firm, as the case may be, in all matters pertaining to the contracts. If the Person so signing the tender, fails to enclose the said Power of Attorney, his tender shall be liable for being summarily rejected. The Power of Attorney shall be signed by all partners in the case of partnership concern, by the Proprietor in the case of a proprietary concern, and by the person who by his signature can bind the company in the case of a Limited Company.





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16. TERMINATION & LIMITATION OF LIABILITY

- 16.1. This contract may be terminated upon the occurrence of any of the following events
- 16.2. By agreement in writing of the parties hereto;
- 16.3. 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;
- 16.4. 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.
- 16.5. For fraud and corruption or other unacceptable practices.
- 16.6. 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.
- 16.7. 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.
- 16.8. 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.

17. ARBITRATION & JURISDICTION

- 17.1. 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.
- 17.2. 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.
- 17.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 17.4. Language of Arbitration: The Language of arbitration shall be English.
- 17.5. Governing Law: The contract shall be governed by Indian Law
- 17.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.





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18. SUB CONTRACTING AND ASSIGNMENT

- 18.1. 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.
- 18.2. 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.

19. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 19.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 19.2. 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.

20. CANCELLATION OF ORDER AND RISK CONTRACTING

- 20.1. 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.
- 20.2. 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.

21. FORCE MAJEURE

- 21.1. 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.

22. STORAGE OF MATERIAL AND EQUIPMENT

- 22.1. 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.
- 22.2. 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.





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23. IMS GUIDELINES

23.1. 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.

23.2. 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.





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- 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.

24. SAFETY OF PERSONNEL AND FIRST AID

- 24.1. 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.
- 24.2. 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.
- 24.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 24.4. 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.

25. LABOUR LAWS AND REGULATIONS

- 25.1. 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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.
- 25.5. 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.
- 25.6. 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





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authority. He shall not be entitled to question or challenge such deductions, adjustments or payment made by UCSL.

- 25.7. 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.
- 25.8. 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.
- 25.9. 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:
- 25.10. 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.)

- 25.11. 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.
- 25.12. Agency shall familiarize themselves with the labour rules & regulations.

26. ELECTRICITY RULES AND REGULATION

- 26.1. 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.

27. OVERWRITING & CORRECTIONS

- 27.1. 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

28. OTHER TERMS & CONDITIONS

- 28.1. Quality of services shall conform to the specification/ standards laid down by UCSL.
- 28.2. UCSL reserves the right to accept / reject any offer.
- 28.3. 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.
- 28.4. 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.
- 28.5. 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.
- 28.6. 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.





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- 28.7. 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.
- 28.8. 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.
- 28.9. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 28.10. 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.
- 28.11. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.

29. ELIGIBILITY CRITERIA

- 29.1. The Bidder shall be a single firm having experience in Operation & Maintenance & Running of blasting/conservation chambers in shipbuilding industries for minimum three (03) years.
OR
Experience in the field of blasting & painting will also be considered, if the bidder is having PSPC tank blasting & painting experience.
- 29.2. The technical experience means “the experience of successfully completed similar works (as per clause 29.1 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.
- 29.3. The contractor must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 yrs. in Blasting & Painting field, especially hands on experience with PSPC tanks areas, also it is required to induct a HSE personnel for the project for monitoring and taking necessary work permit systems and allied HSE works.
- 29.4. If the experience claimed by the bidder is of no relevance with respect to Sl no.29.1, then such experience will not be considered for pre-qualification. Decision taken by UCSL in this regard will be final.
- 29.5. The average annual financial turn over should be at least Rs. 1Cr during the completed financial year (Audited balance sheets showing turnover profit & loss account of the firm for the preceding FYs should be submitted).
- 29.6. 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.
- 29.7. 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.



Tender No.: UCSL/CC/T/RC/281

Date: 09th August 2024

UNDERTAKING BY CONTRACTOR

**NAME OF SERVICE: - TENDER FOR TWO YEAR RATE CONTRACT FOR
BLASTING AND PAINTING**

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

Signature:

Seal:

Name & address of the contractor:



POWER OF ATTORNEY

(On Applicant's letter head)

(Date and Reference)

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

Subject: Power of Attorney

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

(Attested signature of Mr.)

For.....
(Name & designation)

(Company Seal)



UNCONDITIONAL ACCEPTANCE LETTER

(Unconditional acceptance to be given by in letter head)

ACCEPTANCE OF TENDER CONDITIONS

1. Tender Document no. UCSL/CC/T/RC/281 dated 09th August 2024 Tender for Two-year Rate contract for Blasting and painting 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:





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TENDER FOR TWO YEAR RATE CONTRACT FOR BLASTING & PAINTING

PRICE BID

S. No	DESCRIPTION OF WORK	UOM	QUANTITY	RATE/UOM	TOTAL
1	Cleaning and Mopping	SQM	600000		
2	HP-Washing	SQM	300000		
3	Blasting Standard SA 2.5 (ISO 8501-1)	SQM	120000		
4	Sweep blasting	SQM	180000		
5	Roller painting application	SQM	168000		
6	Air less Spray painting	SQM	750000		
7	TOTAL (INR)				
8	IGST/GST @.....				
9	GRAND TOTAL				
Grand total in words:					

- L1 will be determined based on the serial no. 7

Signature:

Date:

Address of the contractor:

Seal:





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ANNEXURE-VI

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

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

SL No.	Tender Enquiry Requirements	Confirmation from bidder (Strike off whichever is not applicable)	Specific comments /Remarks
1	Terms & Condition, Scope of work & Indicative Quantum of Work. (Annexure-I)	Agreed as per tender /Do not agree	
2	Schedule as per clause no. 5	Agreed as per tender/Do not agree	
3	Mobilization period as per clause no 5.1	Agreed as per tender/Do not agree	
4	Unconditional Acceptance	Agreed as per tender/Do not agree	
5	Undertaking by the contractor	Agreed as per tender/Do not agree	
6	Offer Validity	06 Months - Agreed as per tender/Do not agree	
7	Taxes & Duties	Specified/included in Price	
8	Payment terms - confirm		
a	As per Clause 10 of Annexure - I	Agreed as per tender/Do not agree	
9	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	Agreed as per tender/Do not agree	
10	Security Deposit	Agreed as per tender/Do not agree	
11	Force Majeure	Agreed as per tender/Do not agree	
12	Liquidated damages and cancellation of contract	Agreed as per tender/Do not agree	
13	Arbitration & Jurisdiction clauses	Agreed as per tender/Do not agree	
14	Confirm all other terms and conditions of our enquiry are acceptable.	Confirmed/Not confirmed	
15	Deviations from Tender conditions	No Deviations	

Signature:

Address of the Contractor:

Seal:

