



UDUPI COCHIN SHIPYARD LIMITED

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

TENDER FOR AUTOCAD RENEWAL & PURCHASE

UCSL/CC/T/GEN/278 Dt: 07th August 2024

Enquiry No. & date	UCSL/CC/T/GEN/278 Dt: 07 th August 2024
Name of work	TENDER FOR AUTOCAD RENEWAL & PURCHASE
Last date & time of receipt of tender	13 th August 2024 (Tuesday), 11:30hrs
Date & time of opening of Bid	13 th August 2024 (Tuesday), 11:30hrs

1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of contract for AutoCAD renewal and purchase for UCSL Units.
- 1.2. This specification covers the general requirements for use of AutoCAD for official purpose at UCSL units.

2. METHOD OF AWARDING CONTRACT

- 2.1. Contract will be concluded with bidder agreeing to tender conditions and emerging as L1 bidder.
- 2.2. UCSL reserves the right to cancel the tender if required.

3. SCOPE OF WORK

- 3.1. The scope of work includes purchase of software, Installation, Integration, Configuration, User Acceptance Testing of offered modules.
- 3.2. The bidder has to supply of AutoCAD software as per latest technical specification.
- 3.3. The bidder has to renew the license annually for the existing AutoCAD for one year also, being currently used at UCSL units.
- 3.4. The bidder would be fully responsible for installation, uninstallation/reinstallation, configuration, maintenance & trouble shooting of AutoCAD & centralized update.
- 3.5. The bidder should fix all the technical problems, provide and implement upgrades, updates free of cost to UCSL as and when released by the OEM during license period.





- 3.6. The bidder shall provide free maintenance services during the period of 1 year. During license period, the bidder shall provide upgrades, updates, patches and regular updates, etc. without any additional cost. During the contract period, the bidder must depute qualified maintenance engineer whenever required.
- 3.7. The bidder shall ensure that faults and failures intimated by UCSL as above are set right within 24 hours of being informed of the same.
- 3.8. List if AutoCAD software proposed for renewal (04 no's)

Sl. No.	Description of AUTOCAD License Renewal	Quantity
01	Contract Ref No: 110004506447	04 Nos
02	Contract Ref No: 110004541549	
03	Contract Ref No: 110003713909	
04	Contract Ref No: 110004475175	

4. SCOPE OF UCSL

- 4.1. UCSL will provide necessary work instructions, technical specifications and applicable drawings etc. for the work.
- 4.2. Assistance from yard will be limited to Entry pass for personnel within UCSL premises.
- 4.3. UCSL shall not be responsible for any compensation to personnel for injuries etc/damage to vehicles involved in accidents under any circumstance, whatsoever.

5. DELIVERABLES

- 5.1. License Certificate
- 5.2. Licenses wherever required and Commitment Letter for non-infringement of Trademarks and Copy rights.
- 5.3. Confidentiality and Non-Disclosure Agreement.

6. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES

- 6.1. Period of contract will be one year from the date of work order/installation of the same.
- 6.2. The rates quoted and all other terms and conditions will remain unchanged for the entire period.
- 6.3. The required dates are tabulated below:

Service	Delivery date	QTY	Contract NO
Auto CAD LT License	19.08.2024	6	New
Auto CAD LT License	05.09.2024	2	New
Auto CAD License Renew	05.09.2024	3	110004506447
Auto CAD License Renew	06.10.2024	1	110004541549
Auto CAD LT License Renew	13.09.2024	1	110003713909
Auto CAD LT License Renew	19.08.2024	1	110004475175





7. VALIDITY

7.1. The offer shall be valid for a period of 01 year and no escalation in rate shall be allowed by UCSL on whatsoever reason.

8. TAXES & DUTIES

8.1. GST shall be applicable extra on the prescribed work from 01.07.2017 onwards. You are requested to furnish the following details in the invoice/Bill.

- Applicable rate of GST/SAC Code
- Firms GST Reg. NO.
- Service accounting code (SAC) as prescribed by statutory authorities.
- GST Reg. No. of Udupi Cochin Shipyard Limited (29AAACT1281B1ZO).

9. PAYMENT

- 9.1. Payment shall be made within 30 days from the date of submission of bill and work completion certificate from the executing UCSL officer.
- 9.2. Invoice shall be submitted with necessary work completion certificate duly certified by UCSL representative and payment will be made on actuals only.
- 9.3. Payment will be made on actuals and on the basis of weight.
- 9.4. 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.

10. TERMINATION & LIMITATION OF LIABILITY

- 10.1. This contract may be terminated upon the occurrence of any of the following events
- 10.2. By agreement in writing of the parties hereto;
- 10.3. 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;
- 10.4. 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.
- 10.5. For fraud and corruption or other unacceptable practices.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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.

11. ARBITRATION & JURISDICTION

- 11.1. 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.





- 11.2. 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.
- 11.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 11.4. Language of Arbitration: The Language of arbitration shall be English.
- 11.5. Governing Law: The contract shall be governed by Indian Law.
- 11.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

12. SUB CONTRACTING AND ASSIGNMENT

- 12.1. Contractor shall not assign nor transfer the Purchase Order/ Work Order nor shall any share or interest therein in any manner or degree be transferred or assigned by Contractor to a third party without prior consent in writing of UCSL.
- 12.2. 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.

13. LABOUR LAWS AND REGULATIONS

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.





- 13.5. 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.
- 13.6. 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.
- 13.7. 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 over or withheld for payment by UCSL.
- 13.8. 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.
- 13.9. 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:
- 13.10. 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.)
- 13.11. 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.
- 13.12. Agency shall familiarize themselves with the labour rules & regulations.

14. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

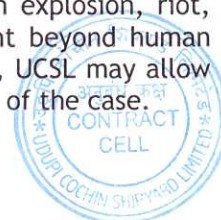
- 14.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 14.2. Information in respect of contracts/orders shall NOT be released to the national or international media or anyone not directly involved in its execution without the written approval of UCSL.

15. CANCELLATION OF ORDER AND RISK CONTRACTING

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

16. FORCE MAJEURE

- 16.1. 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.





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17. SAFETY OF PERSONNEL AND FIRST AID

- 17.1. The Agency shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel.
- 17.2. The Agency may arrange to suitably insure all his workmen/ other personnel in this regard. UCSL will not be responsible for any injury or illness to the Contractor's workmen/other personnel during execution of the works due to whatsoever reasons.
- 17.3. The Agency shall provide and maintain so as to be readily accessible during all working hours, a first aid box with prescribed contents at every place where he employs contract labor for executing the works.

18. OVERWRITING & CORRECTIONS

- 18.1. 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

19. OTHER TERMS & CONDITIONS

- 19.1. Quality of services shall conform to the specification/ standards laid down by UCSL.
- 19.2. UCSL reserves the right to accept / reject any offer.
- 19.3. 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.
- 19.4. Compliance of all statutory safety requirements and other safety rules stipulated by UCSL and other applicable statutory bodies shall be the responsibility of the Contractor while working at UCSL premises. The Contractor should ensure that their workmen and staff are adequately covered under Insurance.
- 19.5. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the Contractor while passing their bills for payment.
- 19.6. 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.
- 19.7. 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.
- 19.8. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 19.9. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.

Asst. General Manager (Material & Contract Cell)

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





20. PRICE BID FORMAT

Sl. No.	Item Description	Period (Year)	License Quantity (A)	Unit price (B)	Total amount C=A*B
1	AUTOCAD LT License supply for UCSL at identified areas and as per scope of works.	1 Year	08		
2	AUTOCAD License Renewal for UCSL at identified areas and as per scope of works.	1 Year	04		
3	AUTOCAD LT License Renewal for UCSL at identified areas and as per scope of works.	1 Year	02		
4	Total Amount				
5	GST/IGST @..... %				
6	Grand Total				
Grand total in words-					
i) The rates quoted should be all inclusive and shall include the service charges and other incidental expenditures, if applicable. ii) Only GST as applicable, will be considered extra. iii) L1 will be determined based on the value quoted at Sl. No. 04.					

Signature:

Address of the contractor:

Date:

Seal:

20.1. Prices are to be quoted in the Pricing Format. The quotations to be submitted in the company letter head and forwarded to contractcell@udupicsl.com

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

20.3. L1 will be determined based on the total amount at Sl. No:3.



