



UDUPI COCHIN SHIPYARD LIMITED

Malpe Harbour Complex, Malpe,
Udupi, Karnataka – 576 108, India.
Tel – 0820 2538604.

TENDER FOR COMPRESSOR OVERHAULING

UCSL/CC/T/GEN/272 Dt: 02nd August 2024

Enquiry No. & date	UCSL/CC/T/GEN/272, Dt 02 nd August 2024
Name of work	COMPRESSOR OVERHAULING WITH SPARES AT UCSL MALPE FACILITIES
Site Visit	08th AUGUST 2024 (Thursday), 10:30 Hrs
Last date & time of receipt of tender	12th AUGUST 2024 (Monday), 15:30hrs
Date & time of opening of Bid	12th AUGUST 2024 (Monday), 15:30hrs

1. DESCRIPTION OF WORK

- 1.1. This enquiry pertains to the awarding of contract for “160KW Air Compressor Servicing with spares” at UCSL Malpe facilities (Total: 03nos).
- 1.2. Work to be carried out at Udupi Cochin Shipyard Limited (UCSL) Malpe Facilities.
- 1.3. **You are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and UCSL, before submitting your offer.**
- 1.4. The contractors are advised to familiarize themselves with the site conditions before quoting.

2. SCOPE OF WORK

- 2.1. The work is to be carried at UCSL-Malpe yard for the 3Nos of 160KW Air Compressor servicing with spares (Make: Atlas Copco).
- 2.2. 160KW Air Compressor currently installed/working at UCSL has completed basic servicing cycle of 800hrs schedule or two year and due to the same, the compressor needs to be taken for scheduled maintenance tasks, as required.
- 2.3. Work including all mandatory spares replacement and oil changing etc. as required the satisfactory for the completion of routine maintenance/overhauling works pertaining to 160KW Air Compressor to be carried by the contractor which includes all consumables/spares for the successful completion.
- 2.4. Arranging any additional spare that need replacement should be inspected and replaced accordingly.
- 2.5. The Compressor warranty should be provided based on running hours.
- 2.6. During this overhauling process, the compressors to be taken for breakdown in a series of one compressor at a time and after successful completion & certification of the same only, the other compressor need to be undertaken for overhauling/maintenance.
- 2.7. Based on the satisfactory completion of first compressor, subsequently other two compressor will be addressed.





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- 2.8. Contractor should also keep a person in stand-by, for attending emergency call as per UCSL yard requirement or as the case may be for the period of One Year.
- 2.9. All tools and tackles required for the work, is under the scope of the vendor.
- 2.10. Provision of required PPE and safety appliances to workmen/supervisor.
- 2.11. 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.

3. SCHEDULE OF COMPLETION

- 3.1. Work must be completed within 60 days of the placement of work order.

4. VALIDITY

- 4.1. The offer shall be valid for a period of 06 Months.

5. METHOD OF AWARDING CONTRACT

- 5.1. Contract will be concluded with the Bidder qualifying to techno-Commercial conditions and emerging as L1.
- 5.2. Once work order is placed successful bidder should be able to start the works immediately.
- 5.3. UCSL reserves the right to cancel the tender if required.

6. TAXES & DUTIES

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

7. PAYMENT

- 7.1. Payment shall be made on the actual quantity of work done, and payment will be released within 30 days from the date of submission of the bill with work completion certificate from the executing UCSL officer.
- 7.2. Invoice shall be submitted with necessary Work completion certificate duly certified by UCSL representative.
- 7.3. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

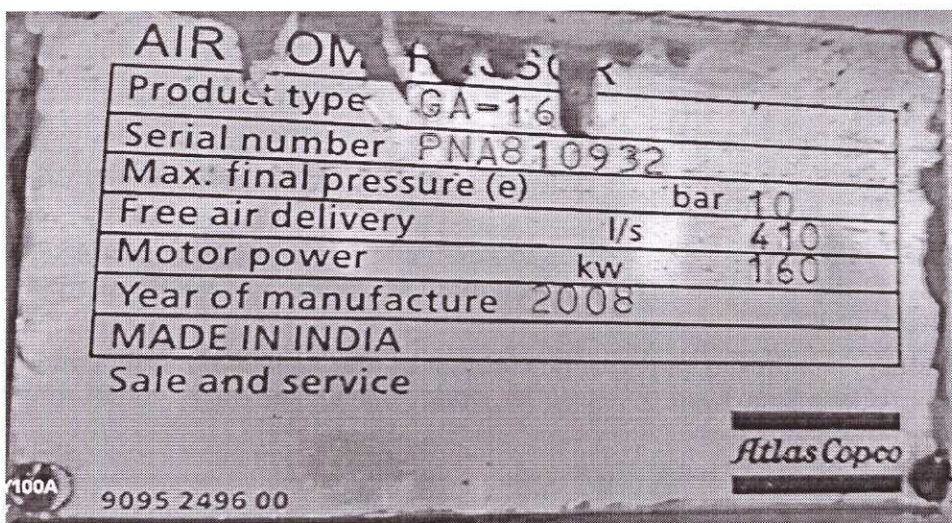
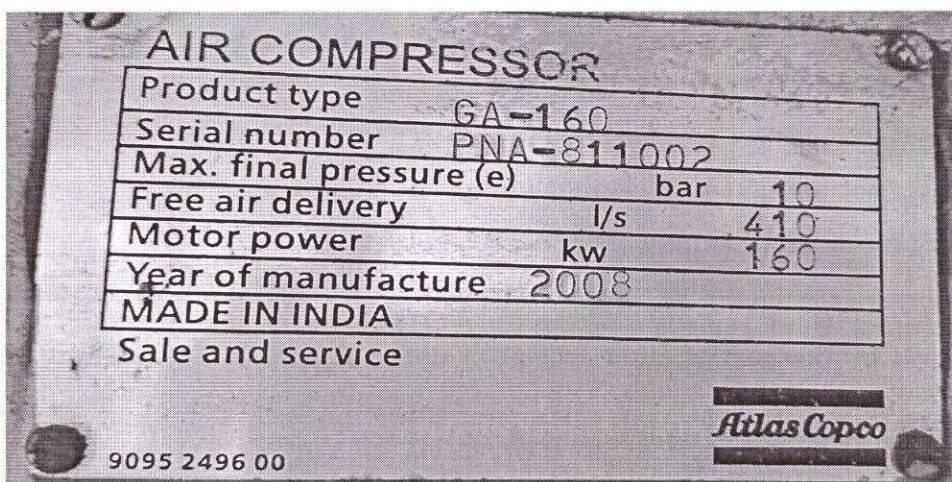




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8. MODEL

- 8.1. The template of Compressor scheduled for routine maintenance/overhauling is enclosed below, this is for reference purpose only.



9. LIQUIDATED DAMAGES

- 9.1. 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.
- 9.2. 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.





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- 9.3. 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.
- 9.4. 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.

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





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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. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

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

13.2. 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.

14. CANCELLATION OF ORDER AND RISK CONTRACTING

14.1. 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.

15. FORCE MAJEURE

15.1. 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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16. STORAGE OF MATERIAL AND EQUIPMENT

- 16.1. 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.
- 16.2. 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.

17. IMS GUIDELINES

17.1. 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.

17.2. 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 Kerala.
- 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.

18. SAFETY OF PERSONNEL AND FIRST AID

- 18.1. 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.
- 18.2. 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.
- 18.3. 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.

19. LABOUR LAWS AND REGULATIONS

- 19.1. 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.
- 19.2. 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.
- 19.3. 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.





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- 19.4. 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.
- 19.5. 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.
- 19.6. 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.
- 19.7. 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.
- 19.8. 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.
- 19.9. 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:
- 19.10. 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.)
- 19.11. 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.
- 19.12. Agency shall familiarize themselves with the labour rules & regulations.

20. ELECTRICITY RULES AND REGULATION

- 20.1. 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.

21. OVERWRITING & CORRECTIONS

- 21.1. 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





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22. OTHER TERMS & CONDITIONS

- 22.1. UCSL reserves the right to accept / reject any offer.
- 22.2. Damages caused to the Shipyard properties/tools/accessories should be rectified by the Contractor at his cost or proportional recoveries will be made from the contractor while passing their bills for payment.
- 22.3. The Agency shall have to engage workforce on round the clock basis and also on Sundays and holidays, if required.
- 22.4. Work has to be completed to the satisfaction of Udupi Cochin Shipyard Ltd.; Engineers deputed for the job. The job should be completed at the time specified by the supervising Engineer for each stage of work.
- 22.5. The Contractor shall indemnify UCSL or its officers against any claims arising out of accidents or injuries to workmen or other persons or damage to other property which may arise during the execution of the contract or from breach of any Law or Regulation prior to delivery and acceptance of the items at UCSL.
- 22.6. It is also to be understood by the Contractor that Udupi Cochin Shipyard Limited does not bind itself to give the Contractor any regular or specific quantity or area of work and it shall be done at the sole discretion of UCSL depending on the prevailing site conditions and other limiting factors and no claim on this account from the contractor shall be entertained.
- 22.7. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 22.8. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

Asst. General Manager (Material & Contract Cell)

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





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23.PRICE BID FORMAT

Sl. No.	DESCRIPTION OF WORK	UOM	QTY	RATE per Items	TOTAL AMOUNT (INR)
1	Overhauling of 160KW Compressor with spares as per the scope of work	Nos	3		
2	Total:				
3	IGST/GST @ %				
4	Grand Total				
Grand total in words:					

Signature:
Address of the contractor:
Date:
Seal:

23.1.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

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

