

**TENDER No. UCSL/CC/T/W/039 DT: 15-10-2024**

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**TENDER FOR WATER JET CUTTING OF PLATES**

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UDUPI COCHIN SHIPYARD LIMITED

**UDUPI COCHIN SHIPYARD LIMITED**  
**MALPE, UDUPI 576108**





UDUPI COCHIN SHIPYARD LIMITED  
Tender for Water Jet Cutting of Plates  
UCSL/CC/T/W/039 DT:15<sup>TH</sup> OCT 2024

## TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/039, DT: 15 <sup>TH</sup> OCTOBER 2024
Name of work	WATER JET CUTTING OF PLATES
Last date & time of receipt of tender	18 <sup>TH</sup> OCTOBER 2024 (FRIDAY) 15:00 HRS
Date & time of opening of Technical Bid (Part-I)	18 <sup>TH</sup> OCTOBER 2024 (FRIDAY) 15:00 HRS

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 respectively.
- b. **The Techno commercial Check List** at Annexure IV to be filled up completely and duly signed.
- c. Duly filled form at Annexure – II & III
- 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.

### **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](mailto: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. 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](mailto: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. Ganeshamoorthy: Ph. No: +91 7540048200.  
 Mr. Sarun Babu E B: Ph No: +91 8592048487.



Assistant General Manager (Materials & 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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## **TERMS AND CONDITIONS**

### **1. DESCRIPTION OF WORK**

- 1.1. This tender inquiry pertains to the awarding of contract for Water Jet Cutting of Plates for 3800 DWT general cargo vessel.
- 1.2. The Agencies are advised to familiarize themselves with the site conditions before quoting.

### **2. ELIGIBILITY CRITERIA**

- 2.1. The Bidder shall be a single firm having experience in heavy engineering industries and allied machining works.
- 2.2. The bidder should have the facility equipped with water jet machine capable of cutting plates with a minimum thickness of 30mm and having a bed capacity of 6 meter in length.
- 2.3. If the experience claimed by the bidder is of no relevance, then such experience will not be considered for pre-qualification. Decision taken by UCSL in this regard will be final.
- 2.4. 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.
- 2.5. Bidder should also submit the water jet machine details, during the technical bid submission.

### **3. METHOD OF AWARDING CONTRACT**

- 3.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure IV) and emerging as L1.
- 3.2. 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.
- 3.3. UCSL reserves the right to cancel the tender if required.

### **4. SCOPE OF WORK**

- 4.1. UCSL has procured DH 36 grade 20 and 30mm plates for fabricate the Gantry Crane rail.
- 4.2. UCSL will provide the detail drawing to form the plates. Vendor shall maintain the dimension as per UCSL drawing.
- 4.3. Plate Transportation from UCSL to Vendor location and Vendor location to UCSL shall be the scope of UCSL. UCSL is considered to take back the formed plates on the same trailer on the next working day. Vendor shall ensure that the plate forming started on the same day of receipt to ensure to send back the formed plates on same trailer.

#### **4.4. DETAILS OF QTY IS MENTIONED BELOW:**

- 4.4.1. 20mm thick x 40mm width – 128 meter / per vessel – Total RMTS for 6 vessels is 768meter.
- 4.4.2. 30mm thick x 50mm width – 128 meter / per vessel – Total RMTS for 6 vessels is 768meter.





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## 5. ADDITIONAL WORKS

- 5.1. Additional works up to 5% growth of work on the scope to be undertaken without any additional price impact.
- 5.2. 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.
- 5.3. The contractor shall be responsible for any damage/theft/loss caused to the material supplied by UCSL. Compensation with penalty for damage or loss of the item will be **recovered from the Contractor on actuals**, in the event of loss or damage, the rate will be **incurred as per prevailing market rate** of the same and on the final decision in this regard will be solely depended upon UCSL, as the case may be.

## 6. SCOPE OF WORK OF UCSL

- 6.1. Required plates for the cutting works as per the drawing and materials shall be supplied by UCSL.
- 6.2. Providing the required technical specifications & applicable drawings.
- 6.3. Crane & forklift /other material handling facilities shall be provided by UCSL at UCSL facilities, based on the availability of the same.

## 7. COMMON REQUIREMENTS

- 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. The same may be seen prior bidding, if required. Copy of the standards will be provided while awarding contract.
- 7.2. Required production aids shall be arranged by Contractors.

## 8. SCHEDULE OF COMPLETION

- 8.1. The contractor shall follow the UCSL schedule requirements strictly. The detail schedule will be shared after awarding the job.
- 8.2. Work to be completed within 03 days from the receipt of material at contractor's yard.

## 9. INSPECTION

- 9.1. The vessel is built under the classification of BV Class.
- 9.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 9.3. 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.
- 9.4. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.







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## 10. VALIDITY

10.1. The offer shall be valid for a period of 06 months and no escalation in rate shall be allowed by UCSL on whatsoever reason.

## 11. RATE

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

## 12. PAYMENT TERMS

12.1. 100% Payment shall be made after completion of the work, on actuals.

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

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

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

12.5. 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.

## 13. TAXES & DUTIES

13.1. 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(29AACT1281B1ZO).

## 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.





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## **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.

## **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.







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- 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.

## **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.







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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. SAFETY OF PERSONNEL AND FIRST AID**

22.1. 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.

22.2. 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.

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

22.4. 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.

## **23. OVERWRITING & CORRECTIONS**

23.1. 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.

## **24. OTHER TERMS & CONDITIONS**

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

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

24.3. **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.**

24.4. 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.

24.5. 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.





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- 24.6. 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.
- 24.7. 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.
- 24.8. The service provider shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.





**POWER OF ATTORNEY**

*(On Applicant's letter head)*

(Date and Reference)

To  
The Assistant General Manager (Materials)  
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/W/039 dated 15<sup>th</sup> October 2024 Tender for Water Jet Cutting of Plate 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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### 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)	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	
6	Payment terms - confirm		
a	As per Clause 12 of Annexure - I	Agreed as per tender/Do not agree	
7	Price shall remain firm and fixed and No Escalation in prices after awarding of contract	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:





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## **TENDER FOR WATER JET CUTTING OF PLATES**

### **PRICE BID FORMAT**

SL NO	WORK DESCRIPRTION	QTY	UOM	Rate Per meter	TOTAL
1	20mm thick x 40mm width & 30mm thick x 50mm width plate water jet cutting as per scope of work in Annexure-I	1536	Meter		
2	IGST/GST..... %				
3	GRAND TOTAL AMOUNT (INR)				
AMOUNT IN WORDS:					

Signature:

Address of the contractor:

Seal:

