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UDUPI COCHIN SHIPYARD LIMITED

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

TENDER FOR FABRICATION & ERECTION OF GRAIN BULKHEAD DECK LOCKING SOCKETS

UCSL/CC/T/W/049 Dt: 03rd February 2025

Enquiry No. & date	UCSL/CC/T/W/049 Dt: 03rd February 2025			
Name of work	FABRICATION & ERECTION OF GRAIN BULKHEAD DECK LOCKING SOCKETS			
Last date & time of receipt of tender	12 TH February 2025 (Wednesday), 15:30HRS.			
Date & time of opening of Bid	12 TH February 2025 (Wednesday), 15:30HRS.			

1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for grain bulkhead deck socket works for fifty-six (56) number per vessel (UY-167 & UY-168) of 3800DWT General Cargo vessels to be built at Udupi Cochin Shipyard Limited (UCSL), Hangarkatta/ Malpe, Karnataka.
- 1.2. The Contractors are advised to familiarize themselves with the site conditions before quoting.

2. METHOD OF AWARDING CONTRACT

- 2.1. Contract will be concluded with Bidder agreeing to Tender conditions and emerging as L1.
- 2.2. 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.
- 2.3. UCSL reserves the right to cancel the tender if required.
- 2.4. UCSL will place work order initially for one vessel only.

3. SCOPE OF WORK

- 3.1. The Contractor shall execute the work in accordance with the specifications / drawings issued and to the satisfaction of UCSL. Drawing enclosed.
- 3.2. CNC/manual cut Materials will be provided by UCSL, machining as per drawing to be done by contractor.
- 3.3. Contractor shall maintain quality as per UCSL quality standards and yard quality procedures. UCSL will conduct inspection during site visit.
- 3.4. Any rectification works which arise due to inspection checks by UCSL QC or during class survey are also part of the scope of work of the contractor and are to be under taken by the contractor
- 3.5. Any revisions/ modifications / additions etc. required shall also be carried out by the contractor as per UCSL issued drawings. Material for such revisions/ modifications/ additions shall be arranged by UCSL.

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- 3.6. Work to be completed as per UCSL requirement and schedule.
- 3.7. Initial order shall be placed for 1 vessel and the further orders shall be confirmed as repeat orders solely based on the performance of the contractor on the initial 1st shipset.
- 3.8. 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.

4. INDICATIVE QUANTUM OF WORK

- 1. Deck socket 56 Number fabrication and erection (Fit up, welding and dry survey)
- 2. Deck socket underneath carling 44 numbers (Repair kit 2)
- 3. Required machineries, tools and tackles shall be part of sub-contractor
- 4. Welding and other consumables shall be part of sub-contractor.
- 5. The work is including fabrication, erection of grain bulkhead deck locking socket (56 no's) including carlings.

5. ADDITIONAL WORKS

- 5.1. An experienced and qualified Supervisor shall be in full time charge of the job.
- 5.2. This is a turnkey job and any additional works up to 5% growth of work on the construction in terms of addition of minor works to be envisaged and is to be undertaken without any additional price impact.
- 5.3. In case of rework/modification/additional work, written consent is to be obtained from the UCSL officer-in-charge before commencement of the work.

6. SCHEDULE OF COMPLETION

6.1. The work is urgent in nature hence, contractor to mobilize for collection of the material for execution of the work not later than 7 days from the date of placement of work order / Confirmation.

7. VALIDITY

7.1. The offer shall be valid for a period of 06 months.

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

CONTRACT

9.1. Payment shall be made on the basis of actual quantity of the work undertaken by the contractor and on certification of the work by UCSL quality control representative for the quality and the quantity of the work.

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- 9.3. Invoice shall be submitted with necessary work completion certificate duly certified by UCSL representative and payment will be made on actuals only.
- 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. LIQUIDATED DAMAGES

- 10.1. 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.
- 10.2. 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.
- 10.3.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.
- 10.4. 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.

11. TERMINATION & LIMITATION OF LIABILITY

- 11.1. This contract may be terminated upon the occurrence of any of the following events
- 11.2. By agreement in writing of the parties hereto;
- 11.3.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;
- 11.4. 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.
- 11.5. For fraud and corruption or other unacceptable practices.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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.



12. ARBITRATION & JURISDICTION

- 12.1. 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.
- 12.2. 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.
- 12.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 12.4. Language of Arbitration: The Language of arbitration shall be English.
- 12.5. Governing Law: The contract shall be governed by Indian Law.
- 12.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

13. SUB CONTRACTING AND ASSIGNMENT

- 13.1. 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.
- 13.2. 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.

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.

17. STORAGE OF MATERIAL AND EQUIPMENT

- 17.1. 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.
- 17.2. 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.

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 Labour (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. Agency shall familiarize themselves with the labour rules & regulations.

20. OVERWRITING & CORRECTIONS

20.1. 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

21. OTHER TERMS & CONDITIONS

- 21.1.UCSL reserves the right to accept / reject any offer.
- 21.2. 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.
- 21.3. The Agency shall have to engage workforce on round the clock basis and also on Sundays and holidays, if required.
- 21.4. 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.
- 21.5. 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.
- 21.6.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.
- 21.7. The Contractor shall also be governed by the General Conditions of Contract of UCSL, General Safety Rules and other relevant labour laws.
- 21.8. Assistant General Manager or his authorized representative will be the Officer-in-charge of this Contract.

21.9. Contact details of concerned UCSL Officer-In-Charge, Shri. Ganeshamoorthy: +91 7892164408

Asst. General Manager (Materials & Contract Cell)

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HEIDEN HEIDENS / ASSISTANT GENERAL MANAGER उड़पि कोचीन शिपयार्ड लिमिटेड UDUPI COCHIN SHIPYARD LIMITED माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108





22. PRICE BID FORMAT

Sl. No.	Description	UOM	QTY	Price	Total Amount
1	Grain Bulkhead – locking deck socket	Nos	56		
2					
3	IGST/GST @				
4					

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1. L1 will be determined based on the Total Amount (Sl No: 02).

2. Above rate are for 01 shipset only.

Signature:

Address of the contractor:

Date:

Seal:

- 22.1. 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
- 22.2. Quotations shall be submitted as Password Protected File. The bidders are advised to share the password through only SMS while opening the quotations.







