



# UDUPI COCHIN SHIPYARD LIMITED

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

## **ANNUAL RATE CONTRACT FOR WELDER QUALIFICATION TEST - MECHANICAL**

Enquiry No. & date	UCSL/CC/SER/T/ARC/14/2025 DT: 19 <sup>th</sup> JUNE 2025
Name of work	WELDER QUALIFICATION TEST -MECHANICAL
Last date & time of receipt of tender	26 <sup>TH</sup> JUNE 2025 (THURSDAY), 15:30HRS
Date & time of opening of Bid	26 <sup>TH</sup> JUNE 2025 (THURSDAY), 15:30HRS

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

- 1.1. This tender enquiry pertains to the awarding of sub contract work to conduct Welder Qualification test- Mechanical on-board Vessel to be built at Udupi Cochin Shipyards Limited (UCSL), Hangarakatte/Malpe, Karnataka.
- 1.2. Carrying out Welder Qualification Test of welded joints of steel hull samples, sample preparation bend test pipe, bend test of pipe, sample preparation fracture test, macro test, sample preparation bend test of plate, bend test of plate.
- 1.3. You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and UCSL, before submitting your offer.

### **2. METHOD OF AWARDING CONTRACT**

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

### **3. QUALIFICATION CRITERIA FOR BIDDERS**

- 3.1. The contractor shall have experience in Mechanical field, carrying out Bend test, Fracture test and macro testing works of minimum three years in reputed Industries or other yards/projects. Necessary documents in support of the same shall be submitted along with the offer.
- 3.2. The Contractor shall be in possession of equipment for Bend test, Fracture test, Macro test.
- 3.3. The person certified to NDT level II as per SNT-TC-1A or ISO 9712 or equivalent and conversant in communication in English having minimum one year experience on such testing shall carry out and he has to be approved by at least one Classification societies





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among IRS, & DNV before carrying out actual job. Copy of competency certificate (Level II) shall be submitted along with the offer.

**4. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES**

- 4.1. The rates quoted and all other terms and conditions will remain unchanged for the entire period.

**5. VALIDITY**

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

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

**7. PAYMENT**

- 7.1. Payment shall be made within 30 days from the date of submission of Invoice with health checkup report and duly certificate from the executing UCSL officer.
- 7.2. Payment will be made on actuals only and on the basis of certification by UCSL-officer-in-charge.
- 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.

**8. TERMINATION & LIMITATION OF LIABILITY**

- 8.1. This contract may be terminated upon the occurrence of any of the following events.
- 8.2. By agreement in writing of the parties hereto;
- 8.3. 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;
- 8.4. 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.







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- 8.5. For fraud and corruption or other unacceptable practices.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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.

## **9. ARBITRATION & JURISDICTION**

- 9.1. 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.
- 9.2. 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.
- 9.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 9.4. Language of Arbitration: The Language of arbitration shall be English.
- 9.5. Governing Law: The contract shall be governed by Indian Law.
- 9.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

## **10. SUB CONTRACTING AND ASSIGNMENT**





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- 10.1. 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.
- 10.2. 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.

#### **11. SECRECY & RESTRICTION ON INFORMATION TO MEDIA**

- 11.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 11.2. 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.

#### **12. CANCELLATION OF ORDER AND RISK CONTRACTING**

- 12.1. 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.

#### **13. FORCE MAJEURE**

- 13.1. 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.

#### **14. OVERWRITING & CORRECTIONS**

- 14.1. 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.

#### **15. OTHER TERMS & CONDITIONS**

- 15.1. Quality of services shall conform to the specification/ standards laid down by UCSL. UCSL reserves the right to accept / reject any offer.







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- 15.2. 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.
- 15.3. 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.
- 15.4. The service provider shall also be governed by the General Conditions of Contract of UCSL.
- 15.5. Assistant General Manager, or his authorized representative will be the Officer-in-charge of these contracts.

**Asst. General Manager (Contract Cell)**

**गोकुल पी एन**  
**GOKUL P N**  
सहायक महाप्रबंधक/ASSISTANT GENERAL MANAGER  
उडुपि कोचीन शिपयार्ड लिमिटेड  
**UDUPI COCHIN SHIPYARD LIMITED**  
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108



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**16. PRICE BID FORMAT**

Sl. No	Description	Estimated Qty	UOM	Unit Rate	Total Amount (INR)
1	Sample Preparation Bend Test-Pipe	200.00	NU		
2	Bend Test-Pipe	200.00	NU		
3	Sample Preparation Fracture	200.00	NU		
4	Fracture Test	200.00	NU		
5	Macro Test	50.00	NU		
6	Sample Preparation Bend Test-Plate	200.00	NU		
7	Bend Test-Plate	200.00	NU		
8	Total				
9	GST @ 18%				
10	Grand Total:				
11	Grand Total in words:				

16.1. The rates quoted should be all inclusive and shall include the service charges and other incidental expenditures, if applicable.

16.2. Only GST as applicable, will be considered extra.

Signature:

Address of the contractor:

Date:

Seal:

16.3. 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](mailto:contractcell@udupicsl.com)

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

16.5. L1 will be determined based on the total amount at Sl. No:11.