

**TENDER No. UCSSL/CC/T/W/060 Dt 03<sup>rd</sup> May 2025**

---

**TENDER FOR MACHINERY INSTALLATION, SHAFTING &  
COMMISSIONING OF 3800 DWT GENERAL CARGO VESSEL**

---



UDUPI COCHIN SHIPYARD LIMITED

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



## TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/060 Dt 03 <sup>rd</sup> May 2025
Name of work	TENDER FOR MACHINERY INSTALLATION, SHAFTING & COMMISSIONING OF 3800 DWT GENERAL CARGO VESSEL
Last date & time of receipt of tender	16 <sup>th</sup> May 2025, 15:30hrs (FRIDAY)
Date & time of opening of Technical Bid (Part-I)	16 <sup>th</sup> May 2025, 15:30hrs (FRIDAY)

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 and Annexure II respectively
- b. The Techno commercial Check List at Annexure VII to be filled up completely and duly signed.
- c. Duly filled form at Annexure - V
- 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 VI.

3. Detailed Work Schedule:

- i. The contractor should clearly indicate the time period in days required for the completion of construction of a single vessel including hull structural outfit activities and this committed period will be considered as primary element for the techno-commercial qualification of the bidders.

4. 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.
- 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.



Udipi Cochin Shipyard Limited  
TENDER FOR MACHINERY INSTALLATION, SHAFTING & COMMISSIONING OF 3800 DWT GENERAL CARGO  
UCSL/CC/T/W/060 Dt 03rd May 2025

- 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 Udipi 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.
5. 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.
  6. The tender should be addressed to the **Assistant General Manager (Contract Cell), Udipi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udipi 576 108, Karnataka, India.**
  7. 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 (Contract Cell), Tebma Shipyards Limited, tender and reserves the authority to reject the tender received without assigning any reason.
  8. Contact Person: Mr. Akhil RP: +91 8129624149

*(Handwritten signature)*  
3/5/25

Assistant General Manager (Contract Cell)

**Encl:**

- |  |                |
|--|----------------|
| 1. Terms & Conditions                    | - Annexure I   |
| 2. Scope of Work                         | - Annexure II  |
| 3. Indicative Quantum of Machinery Works | - Annexure III |
| 4. Power of Attorney                     | - Annexure IV  |
| 5. Price Bid                             | - Annexure V   |
| 6. Techno-Commercial check List          | - Annexure VI  |
| 7. Unconditional Acceptance Letter       | - Annexure VII |

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



## TERMS AND CONDITIONS

### TENDER FOR MACHINERY INSTALLATION, SHAFTING & COMMISSIONING OF 3800 DWT GENERAL CARGO VESSEL

#### 1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for "Machinery Installation, shafting & commissioning" of 3800 DWT General Cargo Vessel to be built at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe, Karnataka.
- 1.2. The work includes installation of all machinery, hot work, shafting, commissioning, survey and sea trail necessary to the satisfactory completion of works in accordance with the requirements of UCSL, Classification society and owner requirements.
- 1.3. Infrastructure and Consumables: The contractor shall complete the work with the available infrastructure facilities and materials provided by Udupi Cochin Shipyard Ltd (UCSL) in accordance with the enclosed Specifications, delivery schedule and UCSL - General Terms and conditions in all respects
- 1.4. Consumables:
- Gases (DA, Oxygen, CO2 and Argon) will be provided free of cost by UCSL
  - Welding consumables: All welding consumable shall be provided by UCSL on chargeable basis. The charges applicable for welding electrodes are mentioned below:

<u>Welding Electrodes</u>	<u>Rate</u>
Flux Cored GMA (CO2) welding wire 1.2mm	Rs 278 Per kg
Welding electrode: E 6013: 2.5 mm	Rs 268 Per kg
Welding electrode: E 6013: 3.15 mm	Rs 138 Per kg
Welding electrode: E 6013: 4 mm	Rs 156 Per kg
Welding electrode: E 7018: 4 mm	Rs 157 Per kg

\*The above prices are inclusive of GST @ 18%.

- 1.5. Welding electrodes and gases used for fabrication / erection purposes will be supplied by UCSL only.
- 1.6. The work is to be carried out at the skid area allocated to the contractor (s) inside UCSL Malpe/Hangarkatte premises.
- 1.7. You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and UCSL, before submitting your offer.
- 1.8. The Agencies are advised to familiarize themselves with the site conditions before quoting.

#### 2. SCOPE OF WORK

- 2.1. The machinery works, including all hot work, machinery installation, function test, load test, commissioning and sea trail necessary to satisfactorily complete the work in accordance with UCSL, Classification Society and Owner's requirements.
- 2.2. Refer **Annexure II and Annexure III** for detailed scope of work and indicative quantum of outfit structural works respectively



### 3. METHOD OF AWARDING CONTRACT

- 3.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure VI) and emerging as L1.
- 3.2. Yard intends to award the total scope of work for 03 ship (UY-168 to UY-170), out of which 02 ship is confirmed and remaining 01 ship as option.
- 3.3. This tender is for machinery installation, shafting & commissioning of three (03) numbers of 3800 DWT General Cargo Vessel and UCSL reserves the right to award work order on three different contractors for each vessel. The L1 bidder will be awarded with the construction of 1st vessel and the L2 bidder will be called for negotiation to meet the L1 bidder's rate to award work order for 2nd vessel. In case L2 bidder is not willing to match L1 bidder's rate, L3/L4/L5 etc. bidders will be invited for the negotiation to match L1 bidder rate. If L2/L3/L4/L5 etc. are not willing to match with L1 bidder's rate, hence work order for construction of both vessels to be awarded to L1 bidder.
- 3.4. 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.
- 3.5. UCSL reserves the right to cancel the tender if required.

### 4. QUALIFICATION CRITERIA FOR VENDORS

- 4.1. The Bidder shall be a single firm having experience in machinery installation, shafting & commissioning in minimum 3 ships or floating marine structures and above in the last three years in Ship Building Area.
- 4.2. The technical experience means "the experience of successfully completed similar works (as per clause 4.1 above) for period of 3 years. In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering UCSL requirement.
- 4.3. The bidder should have qualified welders having relevant WPS approved by classification societies.
- 4.4. The contractor must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 yrs. in machinery field.
- 4.5. Documents to prove credentials of the firm to undertake the subject work. eg: Details of available equipments & facilities, Skilled / qualified Manpower, Work experience of similar job, etc. The firm has to submit the documents which validate the above-mentioned Clause 4.1 - 4.4 requirements. Work order for material supply will not be considered.
- 4.6. The project shall comprise of complete work having comparable nature to that of machinery installation, shafting & commissioning on floating marine structures and erection of structural outfitting and equipment installation. If the experience claimed by the bidder is of no relevance with respect to machinery installation, shafting & commissioning, then such experience will not be considered for pre-qualification. Decision taken by UCSL in this regard will be final.
- 4.7. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to UCSL in support of its claim of experience.
- 4.8. 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.

### COMMON REQUIREMENTS

- 4.9. The work will be undertaken by only qualified welders of the contractor. Towards this, UCSL will provide the WPS and PQR. Welders will have to be qualified by Class by UCSL. The subcontractor must pay for the welder qualification, testing and certification charges to UCSL on actuals. The contractor must retain the qualified welders till the completion of the project.
- 4.10. 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.



- 4.11. Area and steel skids will be provided by UCSL, leveling of the skid will be undertaken by contractor to the satisfaction of UCSL QC. Required production aids shall be arranged by Contractors.

## 5. SCHEDULE OF COMPLETION OF VESSELS

- 5.1. UCSL shall indicate the master construction schedule of completion of the work of vessel. The contractor in turn shall submit their detailed schedule of completion of the work, in consultation with the officer In-charge. The progress of work shall be made in tandem with the progress of completion of the vessel allowing sufficient time for other interface activities/works.
- 5.2. Yard has the right to change the schedules of the project to the interests of the company and the firm should be capable of adjusting the resources according to the instructions from the Yard contact person.
- 5.3. Detailed working schedule (Weekly/monthly) etc to be prepared and submitted to yard personnel. However, a detailed overall schedule, in a reasonable manner should be submitted prior to commencement of work.

## 6. INSPECTION

- 6.1. The vessel shall be built under the classification of BV.
- 6.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 6.3. The complete work must 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.
- 6.4. All welding machines are to be calibrated.
- 6.5. All test and Inspections shall be carried out as per approved Quality Plan.
- 6.6. All correspondence with the Shipyard to be in English language, including documents and plans to be in English language and in metric units.

## 7. VALIDITY

- 7.1. The offer shall be valid for a period of 02 years and no escalation in rate shall be allowed by UCSL on whatsoever reason.

## 8. RATE

- 8.1. Rates are to be quoted in the Price Bid Format at Annexure VI attached herewith.

## 9. PAYMENT TERMS

- 9.1. Payment will be made in 5 stages:

**Stage I: 20% of Total contracted value per vessel**

Deliverables: Completion of all the equipment installation including necessary fastening.

**Stage II: 25% of Total contracted value per vessel**

Deliverables: Completion of successful launching of vessel.



**Stage III: 25% of Total contracted value per vessel**

Deliverables: Successful Completion of Basin trail.

**Stage IV: 20% of Total contracted value per vessel**

Deliverables: Successful Completion of Sea trail.

**Stage V: 10% of Total contracted value per vessel**

Deliverables: Successful Delivery of vessel.

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

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

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

9.5. 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.

**10. TAXES & DUTIES**

10.1. 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(29AAACT1281B1ZO).

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

11.1. Period of contract will be one year from the date of work order. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).

**12. SECURITY DEPOSIT**

12.1. The successful tenderer shall remit 5% of the value of the contract as security deposit within 15 days of receipt of the work order. This amount may be remitted by way of demand draft or bank guarantee (in approved proforma of UCSL) from any of the nationalized banks, valid till the satisfactory completion of the entire work. The Security Deposit will be released on certification of satisfactory completion of the contract and no liability to UCSL by Officer-in charge. The Security Deposit retained will not bear any interest.

**13. PERFORMANCE GURANTEE**

13.1. The complete work carried out by the contractor shall be guaranteed against defective on poor workmanship for a period of three months from the date of completion of work or till delivery of that vessel, whichever is earlier. Any work found defective during this period is to be repaired entirely at the contractor's cost at the vessel's location and such repaired items shall be guaranteed for a further period of three months from the date of repair.

13.2. Should any unsatisfactory performance and / or damage or failure occur due to poor workmanship and poor-quality material used by the contractor, the contractor shall be solely responsible for payment/reimbursement of expenditure incurred by Ship owner for rectifying the defect.



- 13.3. Towards this, a performance guarantee equivalent to 5% of the value of the contract to be furnished by the contractor on completion of the works by way of a bank guarantee (in approved proforma of UCSL, from a nationalized bank valid till the expiry of the guarantee period. In case the contract fails to submit the PG in time, SD mentioned at Clause 11 will be retained till the expiry of guarantee period.

#### **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.

#### **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.
- 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.
- 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. STORAGE OF MATERIAL AND EQUIPMENT**

- 22.1. 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.
- 22.2. 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.

## **23. IMS GUIDELINES**

- 23.1. 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.
- 23.2. 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 Karnataka.



Udupi Cochin Shipyard Limited  
TENDER FOR MACHINERY INSTALLATION, SHAFTING & COMMISSIONING OF 3800 DWT GENERAL CARGO  
UCSL/CC/T/W/060 Dt 03rd May 2025

- 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.

#### **24. SAFETY OF PERSONNEL AND FIRST AID**

- 24.1. 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.
- 24.2. 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.
- 24.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 24.4. 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.

#### **25. LABOUR LAWS AND REGULATIONS**

- 25.1. 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.
- 25.2. 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.
- 25.3. 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