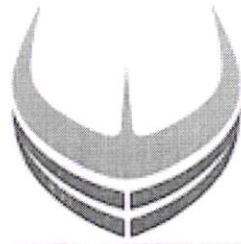


**TENDER No: UCSSL/CC/SB/T/175-182/5/2025 DT:14.06.2025**

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**TENDER FOR HULL FABRICATION & ERECTION OF**  
**6300TDW DRY CARGO VESSEL**

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UDUPI COCHIN SHIPYARD LIMITED

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





UDUPI COCHIN SHIPYARD LIMITED  
Tender for Hull Fabrication & Erection of 6300TDW Dry Cargo Vessel  
UCSL/CC/SB/T/175-182/5/2025 DT: 14<sup>TH</sup> JUNE 2025

## **TENDER NOTICE**

|  |  |
|--|--|
| Tender No. & date                                | UCSL/CC/SB/T/175-182/5/2025 DT: 14 <sup>TH</sup> JUNE 2025                     |
| Name of work                                     | <b>TENDER FOR HULL FABRICATION &amp; ERECTION OF 6300TDW DRY CARGO VESSEL.</b> |
| Site Visit                                       | <b>23<sup>RD</sup> JUNE 2025 (MONDAY), 11:00 HRS.</b>                          |
| Last date & time of receipt of tender            | <b>25<sup>TH</sup> JUNE 2025 (WEDNESDAY), 16:00 HRS.</b>                       |
| Date & time of opening of Technical Bid (Part-I) | <b>25<sup>TH</sup> JUNE 2025 (WEDNESDAY), 16:00 HRS.</b>                       |

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, II, III and Annexure IV 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 & VIII.
- d. **Unpriced Price bid** (Price bid without price and marked as “QUOTED”) to be submitted along with Part-I.
- e. The manpower details to be submitted for technical evaluation. Annexure –VI-B.

### **PART-II: PRICE BID**

- a. The price bids shall be prepared based on the price bid format at Annexure VI.

### **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 3 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)





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- 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.
- 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 (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 (Contract Cell), Udupi Cochin Shipyard Limited and the authority reserves the right to reject the tender received without assigning any reason.
7. Contact Person: Mr. Ganeshmoorthy (Operations) Ph. No: +91 7540048200  
 Mr. Akhil R P (Contract Cell) Ph. No: +91 8129624149



Assistant General Manager (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





**UDUPI COCHIN SHIPYARD LIMITED**  
Tender for Hull Fabrication & Erection of 6300TDW Dry Cargo Vessel  
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## **TERMS AND CONDITIONS**

### **TENDER FOR HULL FABRICATION & ERECTION OF 6300 TDW GENERAL CARGO VESSEL**

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

- 1.1. This tender enquiry pertains to the awarding of contract for hull fabrication and erection of 08 numbers of 6300TDW Dry Cargo Vessel to be built at **Udupi Cochin Shipyard Limited (UCSL)**, Hangarkatta/Malpe, Karnataka.
- 1.2. Hull fabrication and erection, including all hot work and dry survey necessary to satisfactorily complete the work in accordance with UCSL, Classification Society and Owner's requirements
- 1.3. The work includes Fabrication and Erection of Hull Blocks for 6300 TDW Dry Cargo Vessel, the major work section is specified as follows
- Hull block Construction – 48 No's Approx
  - Dry Survey
  - Survey of Blocks by the yard, class and owner
  - Rectification of defects during the APT, HPT or any other subsequent surveys, till delivery of vessel.
  - Vacuum testing of Welding Joints
  - Erection of the fabricated blocks including welding to adjacent block which is already erected
  - All necessary work arrangement for clearing the NDT of the weld joints
- 1.4. 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 and drawings, delivery schedule and UCSL - General Terms and conditions in all respects
- 1.5. Consumables
- Gases (DA, Oxygen, CO2) will be provided free of cost by UCSL
  - Welding consumables: All welding consumables shall be provided by UCSL on chargeable basis. For bidding of the project, the following rates may be considered which shall be charged to the contractor.

| <b><u>Welding Electrodes</u></b>      | <b><u>Rate</u></b> |
|---------------------------------------|--------------------|
| Mig Coil E71t 1c 1.2mm Dia            | 177.10             |
| Flux Cored Wire of Ss 309l 0.8mm Dia  | 977.50             |
| Tig Filler Wire 70 S2, 2.4mm          | 276.00             |
| Mig Solid Wire Er-70s-6 1.2mm         | 126.50             |
| Welding Electrode: E 6013: 2.5 Mm     | 126.50             |
| Welding Electrode: E 6013: 3.15 Mm    | 168.48             |
| Welding Electrode: E 6013: 4 Mm       | 168.48             |
| Welding Electrode: E 7018: 2.5 Mm     | 120.75             |
| Welding Electrode: E 7018: 3.15 Mm    | 143.75             |
| Welding Electrode: E 7018: 4 Mm       | 195.50             |
| SS Welding Electrode 309l 3.15mm      | 740.60             |
| SS Welding Electrode E316 L, 2.5 Mm   | 740.60             |
| SS Welding Electrode E316 L, 3.15 Mm  | 740.60             |
| MS to SS Welding Electrode 309 X2.5mm | 753.25             |

Above rates are excluding of GST.





**UDUPI COCHIN SHIPYARD LIMITED**  
**Tender for Hull Fabrication & Erection of 6300TDW Dry Cargo Vessel**  
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- 1.6. The work is to be carried out at the skid area allotted to the contractor (s) inside UCSL premises. Stern tube and Rudder trunk fitment and welding work is not included in the hull block scope.
- 1.7. Ceramic backing strips shall be issued by UCSL on free of cost.
- 1.8. **You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and UCSL, before submitting your offer.**
- 1.9. The Contractors are advised to familiarize themselves with the site conditions before quoting.

## **2. SCOPE OF WORK**

- 2.1. Hull block fabrication & erection – 10,200 Tons (Approx) for 8 Nos of 6300 TDW General Dry Cargo vessels UY 175-182. Hull fabrication and erection, including all hot work and dry survey 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. Structural outfit is not in the scope of contractor.
- 2.3. This is a turnkey job and any additional works up to 10% growth of work on the Hull to be envisaged and is to be undertaken without any additional price impact.

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

- 3.1. Contract will be concluded with Bidder qualifying technically, agreeing to Techno-Commercial conditions (Annexure VII) and emerging as L1 based for each of the 'Rings' / 'Units' of Blocks as indicated in Annexure - III.
- 3.2. The bidder shall submit the prices at the Annexure – VI-A and the same rates shall be applied to the respective blocks in Annexure-VI for L1 determination.
- 3.3. Yard intends to award the total scope to at least 9 contractors based on the L1 determination. In case if the same contractor turns out to be L1 in multiple blocks, the other bidders will be given opportunity to match the rates for even distribution of the job. The yard also reserves the right to combine the multiple sets and award to the L1 bidder if the bidder is found capable to mobilize enough resources within the time stipulated by the yard. In case if multiple contractors turn out to be L1 for same set/unit of blocks as per Annexure – VIA, the L1 determination shall be based on the rates quoted for Shaped, Curved and flat blocks in order and still if the prices work out to be the same, the contractor who has considered maximum number of personnel shall be given the priority.
- 3.4. The tender caters for fabrication and erection of 8 shipsets for each of the units. No change in price will be allowed further. The initial order shall be placed for 2 vessels and further orders will be issued for every 2 shipsets based on the based on the performance of the contractor on the initial 2 shipsets. The rates applicable shall be fixed for 08 vessels and no change will be allowed once the tender is finalized.
- 3.5. In case of the contractor fails to mobilize necessary manpower at any stage of the project, the yard reserves the right to delink the individual hull blocks and will award the same to alternate contractor. In such cases, the value shall be determined based on Annexure-VI which shall be deduction from the total contract value for payments.







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3.6. The contractor shall indicate the fabrication lead time and erection lead time for each blocks as per the format in Annexure-III. However, the schedule as issued by the yard shall be final and binding which shall be reasonable and in line with the overall project schedule.

3.7. UCSL reserves the right to cancel the tender if required.

#### **4. SCHEDULE OF COMPLETION OF VESSELS**

4.1. UY 175-182 6300 TDW Dry Cargo Vessel, Hull construction and erection is envisaged to be completed within 8 and 10 months from the date of commencement respectively.

4.2. Hull blocks weights indicated tentatively. However, the payment shall be made based on the final drawing weight which will obtained from UCSL design department.

4.3. Tentative Schedule for UY 175-182

| Sl No | Block number | Weight (T) | Category | No of Days allotted for Fabrication | Remarks                     |
|-------|--------------|------------|----------|-------------------------------------|-----------------------------|
| 1     | 100          | 23.45      | Curved   | 30 days                             |                             |
| 2     | 110          | 35.00      | Curved   | 45 days                             | 110 & 111 - Same contractor |
| 3     | 111          | 35.00      | Curved   |                                     |                             |
| 4     | 112          | 45.00      | Curved   | 45 days                             |                             |
| 5     | 120          | 35.00      | Shaped   | 45 days                             | 120 & 121 - Same contractor |
| 6     | 121          | 35.00      | Shaped   |                                     |                             |
| 7     | 130          | 35.00      | Flat     | 30 days                             |                             |
| 8     | 131          | 35.00      | Flat     | 30 days                             |                             |
| 9     | 200          | 20.00      | Flat     | 25 days                             |                             |
| 10    | 210          | 20.00      | Flat     | 25 days                             |                             |
| 11    | 220          | 20.00      | Flat     | 25 days                             |                             |
| 12    | 230          | 25.00      | Shaped   | 40 days                             |                             |
| 13    | 310          | 25.58      | Flat     | 45 days                             | 310 & 311 same contractor   |
| 14    | 311          | 20.78      | Flat     |                                     |                             |
| 15    | 320          | 20.70      | Flat     | 45 days                             | 320 & 321 same contractor   |
| 16    | 321          | 24.10      | Flat     |                                     |                             |
| 17    | 330          | 29.53      | Flat     | 45 days                             | 330 & 331 same contractor   |
| 18    | 331          | 24.72      | Flat     |                                     |                             |
| 19    | 340          | 28.60      | Flat     | 45 days                             | 340 & 341 same contractor   |
| 20    | 341          | 23.90      | Flat     |                                     |                             |
| 21    | 350          | 34.16      | Flat     | 45 days                             | 350 & 351 same contractor   |
| 22    | 351          | 28.61      | Flat     |                                     |                             |
| 23    | 360          | 36.29      | Flat     | 45 days                             | 360 & 361 same contractor   |
| 24    | 361          | 30.18      | Flat     |                                     |                             |
| 25    | 370          | 17.66      | Flat     | 45 days                             | 370 & 371 same contractor   |
| 26    | 371          | 17.66      | Flat     |                                     |                             |
| 27    | 410          | 30.69      | Shaped   | 30 days                             |                             |





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| Sl No | Block number | Weight (T) | Category | No of Days allotted for Fabrication | Remarks |
|-------|--------------|------------|----------|-------------------------------------|---------|
| 28    | 411          | 30.60      | Shaped   | 30 days                             |         |
| 29    | 420          | 27.60      | Flat     | 25 days                             |         |
| 30    | 421          | 27.70      | Flat     | 25 days                             |         |
| 31    | 430          | 28.55      | Flat     | 25 days                             |         |
| 32    | 431          | 28.46      | Flat     | 25 days                             |         |
| 33    | 440          | 27.30      | Flat     | 25 days                             |         |
| 34    | 441          | 27.50      | Flat     | 25 days                             |         |
| 35    | 450          | 30.90      | Flat     | 25 days                             |         |
| 36    | 451          | 30.99      | Flat     | 25 days                             |         |
| 37    | 460          | 30.71      | Flat     | 25 days                             |         |
| 38    | 461          | 30.72      | Flat     | 25 days                             |         |
| 39    | 470          | 33.31      | Shaped   | 30 days                             |         |
| 40    | 471          | 33.23      | Shaped   | 30 days                             |         |
| 41    | 500          | 18.00      | Curved   | 30 days                             |         |
| 42    | 510          | 20.14      | Curved   | 30 days                             |         |
| 43    | 511          | 24.64      | Shaped   | 30 days                             |         |
| 44    | 520          | 27.00      | Curved   | 40 days                             |         |
| 45    | 521          | 27.00      | Shaped   | 40 days                             |         |
| 46    | 600          | 8.00       | Flat     | 15 days                             |         |
| 47    | 610          | 8.00       | Flat     | 20 days                             |         |
| 48    | 700          | 10.30      | Flat     | 15 days                             |         |

## 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. RATE

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

## 7. PAYMENT TERMS

7.1. Payment will be made in 4 stages.

### **Stage -1: Hull Fabrication :50 % of total contract value**

On completion of hull block fabrication, dry survey, vacuum testing and block stage NDT of weld joints of each block allotted to satisfactorily complete work in accordance with UCSL, Classification society and owners' requirements. Payment shall be released on a pro rata basis of individual block weight.

### **Stage-2: Hull Erection, Fit-up & Dry Survey: 40 % of total contracted value**

On completion of erection, dry survey of individual block and clearing of NDT of the weld joints, necessary to satisfactorily complete work in accordance with UCSL, Classification society and owners' requirements. Payment shall be released on a pro rata basis of individual block weight

### **Stage -3: Launching of vessel :10 % of total contracted value**

On Launching of vessel.







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- 7.2. Payment shall be made on the basis of certification by UCSL Quality Control Representative for quality and quantity of work.
- 7.3. The stage-wise invoice shall be submitted only after the survey is completed and its comments are closed. The invoice should be submitted along with the survey report.
- 7.4. The payment shall be made within 30 days from submission of invoice along with the work completion certificate.
- 7.5. All claims for payment for the work/additional work shall be submitted by the contractor within one month of completion of work.
- 7.6. Payment will be made by RTGS/NEFT to the account of Contractor. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Contractor in the proforma of UCSL.

## **8. TAXES & DUTIES**

- 8.1. 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).

## **9. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES**

- 9.1. The contract period shall commence from the date of issuance of the work order and shall continue as per the execution schedule stipulated by UCSL. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).

## **10. SECURITY DEPOSIT / PERFORMANCE GUARANTEE**

- 10.1. 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. In case the vendor fails to remit Security Deposit within 15 days of the receipt of Work Order, the amount equivalent to Security Deposit will be deducted from the first stage payment. 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.

## **11. PERFORMANCE GUARANTEE**

- 11.1. The complete work carried out by the contractor shall be guaranteed against defective on poor workmanship for a period of six 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.







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- 11.2. 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.
- 11.3. 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 10 will be retained till the expiry of guarantee period.

## **12. LIQUIDATED DAMAGES**

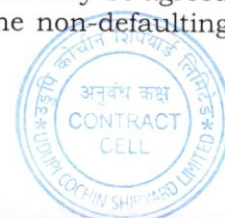
- 12.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in execution of the work beyond the scheduled date of completion, for any reason other than force majeure conditions, will be recovered at the rate of half percent of the value of the contract per week or part thereof, subject to a maximum of ten (10) percent of the value of the contract.
- 12.2. 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.
- 12.3. 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.
- 12.4. 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.

## **13. POWER OF ATTORNEY**

- 13.1. 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.
- 13.2. 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.

## **14. TERMINATION & LIMITATION OF LIABILITY**

- 14.1. This contract may be terminated upon the occurrence of any of the following events
- 14.2. By agreement in writing of the parties hereto;
- 14.3. 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;





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- 14.4. 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.
- 14.5. For fraud and corruption or other unacceptable practices.
- 14.6. 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.
- 14.7. UCSL may by notice in writing to Contractor 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.
- 14.8. Liability maximum that can be claimed by the Contractor 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.

## **15. ARBITRATION & JURISDICTION**

- 15.1. 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.
- 15.2. 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.
- 15.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 15.4. Language of Arbitration: The Language of arbitration shall be English.
- 15.5. Governing Law: The contract shall be governed by Indian Law
- 15.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.







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## **16. SUB CONTRACTING AND ASSIGNMENT**

- 16.1. 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.
- 16.2. 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.

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

- 17.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 17.2. 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.

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

- 18.1. In the event the Contractors 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 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.
- 18.2. UCSL also reserves to right to impose penalties ranging from Rs. 100 to Rs.500 to the employees of contractors 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.

## **19. FORCE MAJEURE**

- 19.1. 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.

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

- 20.1. 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.
- 20.2. The Contractor 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.





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- 20.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 20.4. The Contractor 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.
- 20.5. As per UCSL policy to maintain highest degree of Safety Standards, all Stage Work Completion Certificates for clearing the payment of the vendor are to be cleared by UCSL HSE Dept. Safety violations/ non observance of housekeeping of work site if any by the contractor will be dealt with appropriate fine/ penalties. Stage payments will be released after deducting the penalties/ fine for those safety violations.

## **21. LABOUR LAWS AND REGULATIONS**

- 21.1. The Contractor should employ **INDIAN NATIONALS** with valid citizenship only for works inside UCSL premises.
- 21.2. The Contractor 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.
- 21.3. The Contractor 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 Contractor shall inform UCSL his license number from the Central Labour Commissioner.
- 21.4. 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.
- 21.5. The Contractor 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.
- 21.6. The Contractor 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.
- 21.7. If the Contractor 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.







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- 21.8. Any other amount payable under any law or in respect of any person employed by the Contractor, if not paid by him, shall be deducted or adjusted by UCSL out of any amount payable to the Contractor including any Security Receipt and paid ever or withheld for payment by UCSL.
- 21.9. The Contractor 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 Contractor shall take appropriate action against such workmen. The Contractor shall abide by the instructions/ guidelines issued by the Company for maintenance of discipline and good conduct among the workmen employed by him.
- 21.10. All persons who are engaged for various works in UCSL either directly or through Contractor, should produce the following documents prior to issuing their entry passes:
- 21.11. 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.)
- 21.12. 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.
- 21.13. **Contractor shall familiarize themselves with the labour rules & regulations.**

## **22. IMS GUIDELINES**

- 22.1. 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.
- 22.2. 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

