

**TENDER NO: UCSSL/CC/T/CIVIL/305 DT: 13-12-2024**

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**TENDER FOR OFFICE STRUCTURAL WORKS**

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UDUPI COCHIN SHIPYARD LIMITED

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





**UDUPI COCHIN SHIPYARD LIMITED**  
Tender for Office Structural Works  
UCSL/CC/T/CIVIL/305 DT: 13<sup>TH</sup> DECEMBER 2024

## TENDER NOTICE

Tender No. & date	UCSL/CC/T/CIVIL/305 DT: 13 <sup>TH</sup> DECEMBER 2024
Name of work	<b>STRUCTURAL WORKS AT UCSL BAPUTHOTTA OFFICE.</b>
Pre-Bid Meeting	<b>20<sup>th</sup> DECEMBER 2024 (Friday), 11:00 HRS</b>
Last date & time of receipt of tender	<b>23<sup>RD</sup> DECEMBER 2024 (Monday), 15:30 HRS</b>
Date & time of opening of Technical Bid (Part-I)	<b>23<sup>rd</sup> DECEMBER 2024 (Monday), 15:30 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 or through postal mode, as 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.
- b. **The Techno commercial Check List** at Annexure V to be filled up completely and duly signed.
- c. Duly filled form at Annexure – II & III.
- d. **Unpriced Price bid** (Price bid without price and marked as “QUOTED”) to be submitted along with Part-I.

**PART-II: PRICE BID**

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

3. **Mode of Submission of Quote:**

- i. Bid shall be submitted as **Password Protected Zip File** in two parts.  
Part I: Technical Bid – with all enclosures and annexures as mentioned in Para 2 above  
Part II: Price Bid.
- ii. The files are to be forwarded as Two (2) separate password protected Zip files to **contractcell@udupicsl.com**
- 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.





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- vi. The bidders can also attend the bid opening physically at Udupi Cochin Shipyard Limited, Baputhotta Ware house complex Office, Udupi, Karnataka.
- vii. The contractors can also submit the quotations in sealed covers (Two-Bid) – as separate sealed covers for Technical Bid and Price bid, both enclosed in a common sealed cover to reach the below mentioned address before the stipulated time.
4. The bidders shall ensure the receipt of bids at [contractcell@udupicsl.com](mailto:contractcell@udupicsl.com) An acknowledgement mail shall be sent to the bidders on receipt of bids. UCSL takes no responsibility for delay, loss or non-receipt of tenders by mail by the stipulated time.
5. The tender should be addressed to the **Assistant General Manager (Materials & Contract Cell), Udupi Cochin Shipyard Limited, Malpe Harbor Complex, Malpe, Udupi-576 108, Karnataka, India.**
6. No deviations on the tender conditions will be accepted, and bids with deviations will be considered technically disqualified. The acceptance of a tender or part thereof will rest with the Assistant General Manager (Materials & Contract Cell), Udupi Cochin Shipyard Limited and reserves the authority to reject the tender received without assigning any reason.
7. Contact Person: Mr. Shashikanth Kotian (Admin Dept) Ph No: +91 9945138725.  
Mr. Sarun Babu E B (Contract Cell), Ph. No: +91 8592048487.



Assistant General Manager (Materials & Contract Cell)

**सोणि क्लेमेन्ट टी एम**  
**SONY CLEMENT T M**  
सहायक महापबंधक/ASSISTANT GENERAL MANAGER  
उडुपि कोचीन शिपयार्ड लिमिटेड  
UDUPI COCHIN SHIPYARD LIMITED  
माल्पे, कर्नाटक/MALPE, KARNATAKA-576 108



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## TERMS AND CONDITIONS

### TENDER FOR OFFICE STRUCTURAL WORKS

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

- 1.1. This tender pertains to the awarding of Structural works for new office at **Udupi Cochin Shipyard Limited (UCSL)**, Baputhotta Facility, Karnataka.
- 1.2. Work to be carried out at UCSL Baputhotta facilities, @ 2nd floor.
- 1.3. The Agencies are advised to familiarize themselves with the site conditions before quoting.
- 1.4. Bidders are requested to obtain clarifications, if any, and carefully study the documents and the scope of work of Contractor and UCSL, before submitting/ Finalizing their offer.

#### **2. MINIMUM QUALIFICATION CRITERIA FOR PARTICIPATING IN THE TENDER WILL BE AS FOLLOWS:**

- 2.1. The contractor shall have successfully completed similar nature of jobs at Govt/PSU/Private organizations.
- 2.2. Offers from joint ventures/consortium will not be accepted.
- 2.3. 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.

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

- 3.1. Contract will be concluded with Bidder qualifying technically (including eligibility criteria), agreeing to Commercial conditions (Annexure V) and emerging as L1.
- 3.2. UCSL also reserves the right to split the work orders to any number of bidders willing to match with L1 rate, if the performance of selected bidder is not satisfactory.
- 3.3. UCSL reserves the right to cancel the tender if required.

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

- 4.1. Work to be carried out at UCSL Baputhotta facility (2<sup>nd</sup> floor).
- 4.2. Removal and shifting of existing Vertical Sheet & PUF Panel Cabins.
- 4.3. Supply, fabrication and erection of roof structure including the cost of all materials, labour, consumables, one coat of primer, two coats of metal enamel paint, scaffolding, all tools and tackles etc.,
- 4.4. Work scope includes cleaning, Straightening/ Bending, Cutting, Drilling, Threading Welding, Fabricating, Handling, Transporting, Splicing, Fixing Assembling, and Correcting. Cost and conveyance of all materials, all accessories, tools, welding equipment, electrodes, bolts, nuts, and washers and all labor other incidentals, etc., complete (Provision of bolt holes to be made as required at no extra cost). All as per the site requirement and as directed by the Engineer in charge.
- 4.5. Providing and fixing galvalume Roofing sheet (size, shape, and pitch and corrugation as approved by Engineer-in-charge) 0.50mm (+ 0.05 %) as per AS-1397 standard coating class AZ150 zinc aluminum alloy coating mass of 550Mpa steel grade, Sheet





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should have protective guard film of 25microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 meters with or without crimping or as desired by Engineer In- charge.

- 4.6. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters, and trusses and including cutting to size and shape wherever required including all kind of charges.
- 4.7. Providing and fixing precoated galvanized steel sheet Flashings/End, Finishes/ Aprons. (Up to 600 mm) 0.50 mm (+ 0.05 %) total coated thickness as per AS-1397 standard coating class AZ150 zinc aluminum alloy coating mass of 550Mpa steel grade using self-drilling/self-tapping screws complete, with all necessary clamps, bends, etc., including all kind of charges.
- 4.8. Mobilization of entire labour / Workmanship (Skilled/Semiskilled/Unskilled) required for the construction of the movable shed in accordance with the specifications and drawings provided by UCSL.
- 4.9. Project Execution, supervision, management, and reporting of all the tasks/activities associated with the works as above.
- 4.10. Ensuring best housekeeping practices to keep the work premises neat and clean.
- 4.11. Loading & Unloading of the supplied materials will be under the scope of contractor.

#### **5. SCOPE OF UCSL**

- 5.1. Supply of electricity and water during execution of the scope of works at the UCSL site shall be provided by UCSL.
- 5.2. Crane/Hydra at UCSL premises will be provided by UCSL.

#### **6. ADDITIONAL WORK**

- 6.1. This is a turnkey job and any additional work up to 5% growth of work in terms of total weight is to be envisaged and is to be undertaken without any additional price impact.
- 6.2. Any minor modifications, resulting at the time of final inspection of work to be carried out by the Contractor free of cost. In case of rework/ modification/ additional work, written consent is to be obtained from the officer in charge before the commencement of the work.
- 6.3. Contractor shall carry out the complete work in accordance with Engineer In-charge. Any minor modifications or any other work or supply of material, which is not specified hereunder, but is considered incidental and essential for the successful completion of the job shall be carried out by the Contractor without any additional charge.
- 6.4. The contractor shall be responsible for any damage caused to the material supplied by UCSL. Compensation with penalty for damage or loss of the item will be recovered from the Contractor, in the event of loss or damage.





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**7. INDICATIVE QUANTUM OF WORK WITH BOQ**

SL No.	Particulars	Nos	Length(m)	Unit Weight	Total weight	UOM
<b>1</b>	Fabrication and erection of roof structure including the cost of all materials, labour, consumables, one coat of primer, two coats of metal enamel paint, scaffolding, all tools and tackles etc., complete. Work scope includes cleaning, Straightening/ Bending, Cutting, Drilling, Threading Welding, Fabricating, Handling, Transporting, Splicing, Fixing Assembling, and Correcting. Cost and conveyance of all materials, all accessories, tools, welding equipment cost of electrodes, cost of bolts, nuts, and washers, all labor other incidentals, etc., complete (Provision of bolt holes to be made as required at no extra cost).					
<b>a</b>	Additional pillars in the center					
	SHS 150*150*5	4	4	22.26	<b>356.16</b>	<b>KG</b>
<b>b</b>	Main beams					
	RHS 150*80*5	3	20	15.92	<b>955.20</b>	<b>KG</b>
		4	12	15.92	<b>764.16</b>	<b>KG</b>
	For OHT platform	2	6	15.92	<b>191.04</b>	<b>KG</b>
<b>c</b>	Intermediate beams					
	RHS 80*40*4	11	20	6.71	<b>1476.20</b>	<b>KG</b>
	Additional for OHT platform	4	6	6.71	<b>161.04</b>	<b>KG</b>
<b>d</b>	MS sheet 4mm thick	1	36	31.4	<b>1130.40</b>	<b>KG</b>
<b>e</b>	Base plates for Column -beam junctions	16	0.09	62.8	<b>90.43</b>	<b>KG</b>
	300*300*8mm					
				Total:	<b>5124.63</b>	<b>KG</b>
<b>2</b>	Providing and fixing galvalume Roofing sheet (size, shape, and pitch and corrugation as approved by Engineer-in-charge) 0.50 mm (+ 0.05 %) as per AS-1397 standard coating class AZ150 zinc aluminum alloy coating mass of 550Mpa steel grade, Sheet should have protective guard film of 25 microns minimum to avoid scratches during transportation and should be supplied in single length up to 12 meters with or without crimping or as desired by Engineer In- charge. The sheet shall be fixed using self-drilling /self-tapping screws of size (5.5x 55 mm) with EPDM seal, complete up to any pitch in horizontal/ vertical or curved surfaces, excluding the cost of purlins, rafters, and trusses and including cutting to size and shape wherever required including all kind of charges.					
		1	20	6.5	<b>130.00</b>	<b>Sqm</b>
		1	14	6.5	<b>91.00</b>	<b>Sqm</b>
				Total:	<b>221.00</b>	<b>Sqm</b>





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SL No.	Particulars	Nos	Length(m)	Unit Weight	Total weight	UOM
3	Providing and fixing precoated galvanized steel sheet Flashings/End Finishes/ Aprons. (Up to 600 mm) 0.50 mm (+ 0.05 %) total coated thickness as per AS-1397 standard coating class AZ150 zinc aluminum alloy coating mass of 550Mpa steel grade using self-drilling/self-tapping screws complete, with all necessary clamps, bends, etc., including all kind of charges.					
		2	20		40.00	Rmt
		2	12		24.00	Rmt
		Total:			64.00	Rmt
4	Removal of existing vertical sheets with frame and shifting the sheets and the frames in the specified location as instructed by the Engineer-in-charge	1	20	3.5	70.00	Sqm
5	Removal of existing PUF panel cabins and shifting the same, to the specified location as instructed by the Engineer-in-charge	1			1	LS

### 8. VALIDITY

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

### 9. SCHEDULE OF COMPLETION OF WORK:

9.1. Structural work to be completed over within 30 days duration from the date of issue of the Work Order.

9.2. The contractor must submit a detailed schedule of work with different stages of activities to UCSL before the commencement of work.

### 10. WORK PROGRESS AND SCHEDULE:

10.1. The work shall commence and be completed as per the schedule of completion indicated art clause no. 9 above.

10.2. The work is urgent and hence the contractor should start the work within 7 days from the issue of workorder.

### 11. RATE:

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

### 12. PAYMENT TERMS:

12.1. Payment will be done in Two (02) stages:

#### STAGE-I:

40% of the total contract value, against supply of all materials as per BOQ.

#### STAGE-II:

60% of the total contract value on successful completion of all the structural work and handing over.





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- 12.2. Payment shall be made within 30 days from the date of submission of bill on actuals based on the certified measurement and work completion certificate from the executing UCSL officer.
- 12.3. Invoice shall be submitted with necessary work completion certificate duly certified by UCSL representative on actuals.
- 12.4. 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.

**13. TAXES & DUTIES**

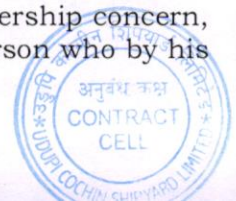
- 13.1. GST shall be applicable extra on the prescribed work. You are requested to furnish the following details in the invoice/Bill.
- Applicable rate of GST/SAC Code
  - Firms GST Reg. NO.
  - Service accounting code (SAC) as prescribed by statutory authorities.
  - GST Reg. No. of Udupi Cochin Shipyard Limited(**29AAACT1281B1ZO**).

**14. LIQUIDATED DAMAGES**

- 14.1. The progress of work will be monitored against the mutually agreed detailed schedule. Liquidated damages for delays in engagement of manpower as per the requirement, 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.







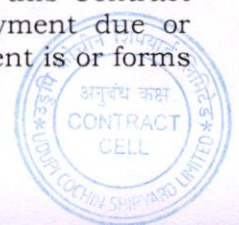
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**16. TERMINATION & LIMITATION OF LIABILITY:**

- 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.





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- 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. 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.
- Meeting or exceeding customer requirements.
  - Assuring quality of the products and service.



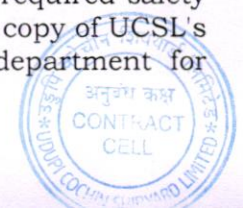


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- c) Preventing occupational ill health & injuries.
  - d) Ensuring safe work sites.
  - e) Conserving natural resources.
  - f) Preventing / minimizing air, water & land pollution.
  - g) Handling and disposal of Hazardous wastes safely.
  - h) Complying 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 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.
  - 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.

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

- 23.1. 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.





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- 23.2. 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.
- 23.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 23.4. 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.

**24. LABOUR LAWS AND REGULATIONS**

- 24.1. 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.
- 24.2. 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.
- 24.3. 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 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.
- 24.4. The Agency 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.
- 24.5. The Agency 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.
- 24.6. If the Agency 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.
- 24.7. Any other amount payable under any law or in respect of any person employed by the Agency, if not paid by him, shall be deducted or adjusted by UCSL out of any amount payable to the Agency including any Security Receipt and paid over or withheld for payment by UCSL.

