

**TENDER No. UCSSL/CC/T/GEN/318 Dt- 27<sup>th</sup> January 2025**

**TENDER FOR HIRING OF QC INSPECTORS ON CONTRACT BASIS**



UDUPI COCHIN SHIPYARD LIMITED

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





Udupi Cochin Shipyard Limited  
Tender For Hiring of QC Inspectors on Contract Basis  
UCSL/CC/T/GEN/318 Dt 27<sup>th</sup> Jan 2025

## TENDER NOTICE

Tender No. & date	UCSL/CC/T/GEN/318, Dt. 27 <sup>th</sup> Jan 2025
Name of work	TENDER FOR HIRING OF QC INSPECTORS ON CONTRACT BASIS.
Last date & time of receipt of tender	10 <sup>th</sup> February 2025 (Monday), 16:00 Hrs
Date & time of opening of Technical Bid (Part-I)	10 <sup>th</sup> February 2025 (Monday), 16:00 Hrs

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 VI to be filled up completely and duly signed.
- c. Duly filled form at Annexure - II, III & IV.
- 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 V.

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](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.
- 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.







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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, tender and reserves the authority to reject the tender received without assigning any reason.
7. Contact Person: Mr. Sarun Babu E B, Ph. No: +91 8592 048 487.

Assistant General Manager (Materials & 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

**Encl:**

- |                                    |                |
|------------------------------------|----------------|
| 1. Terms & Conditions              | - Annexure I   |
| 2. Power of Attorney               | - Annexure II  |
| 3. Unconditional Acceptance Letter | - Annexure III |
| 4. Undertaking by Agency           | - Annexure IV  |
| 5. Price Bid Format                | - Annexure V   |
| 6. Techno Commercial Check List    | - Annexure VI  |







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## TERMS AND CONDITIONS

### TENDER FOR HIRING OF QC INSPECTORS ON CONTRACT BASIS

#### 1. DESCRIPTION OF WORK

- 1.1. This requirement pertains to the awarding of contract to carry out the supply of manpower for engagement as QC Inspectors (Total 07 Nos) for the period of 1 year on contract basis with a provision to extend to another one more year on mutual agreement basis at the end of the first year at **Udupi Cochin Shipyard Limited (UCSL)**, Malpe, Karnataka.
- 1.2. The Manpower engagement as QC Inspector is to be carried out at Udupi Cochin Shipyard Limited facility at Malpe, Baputhotta & Hangarkatta Site, in Udupi district, Karnataka.
- 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 experiences in providing qualified technical / professional, skilled manpower in shipyard, Marine, and offshore field companies.
- 2.2. The contractor shall have successfully completed at least one manpower supply work in last 2 years from the date of issue of tender document. The value of one work should not be less than Rs. 30 lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

Or

The contractor shall have successfully completed of at least two works in last 2 years from the date of issue of tender document. The value of each work should not be less than Rs. 15 lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

Or

The contractor shall have successfully completed of at least three works in last 2 years from the date of issue of tender document. The value of each work should not be less than Rs. 10 lakhs. Satisfactory completion certificate from the Client for work done should be submitted along with bid. For ongoing work, relevant certification from client shall be submitted along with copy of Purchase Order.

- 2.3. The Annual Turnover of the contractor should be in positive value and the Profit & Loss account of the firm for the preceding 03 years (2021-22, 2022-23, 2023-24) should be submitted along with the application for prequalification).
- 2.4. The Tenderer should enclose copy of EPF (if applicable), ESI (if applicable), PAN, GST registration certificate, Income tax returns for last three years. (A copy of the same shall be submitted along with the application for issue of tender document).
- 2.5. Offers from joint ventures/consortium will not be accepted.
- 2.6. Net worth of the contractor must be positive as per the latest balance sheet. (MSME/NSIC will get exemptions)







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### 3. QUALIFICATION & EXPERIENCE CRITERIA

Refer below table for the Qualification and Experience criteria for the post of QC manpower hiring.

Sl. No	Post	Detail Qualification	Experience required
1	Site-In-Charge	Diploma/Degree in Mechanical/Electrical /Electronic Engineering	<ol style="list-style-type: none"> <li>Should have experience in quality control/inspection function of ship building / ship repair.</li> <li>Should have atleast NDT Level-II certificate of competency.</li> <li>Should have good communication skills and should be able to maintain records.</li> </ol> <p><b>Note:</b> UCSL requires 1 person.</p>
2	Hull Quality Control	ITI (Welder/sheet metal worker/bench fitter)/ Diploma in Mechanical Engineering	<ol style="list-style-type: none"> <li>Should be familiar with ship building drawings, terminologies etc.</li> <li>Hands on experience in quality operations, preferably in ship building.</li> <li>Should have good communication skills.</li> <li>Alternatively, experienced welding foremen / fabrication foremen in ship building.</li> </ol> <p><b>Note:</b> UCSL requires 2 persons (One person can be welding foreman and other person can be proficient in Hull construction)</p>
3	Outfit Quality Control	ITI Diesel mechanic / bench fitter	<ol style="list-style-type: none"> <li>Should have fairly good exposure to ship board equipment and piping systems.</li> <li>Should have expertise in pipe line tracing, understanding P&amp;ID's, checking equipment installation, setting to work and system commissioning of marine machinery and piping systems.</li> <li>Should have fairly good knowledge about quality standards for equipment installation, alignment and piping system fabrication and installation.</li> <li>Should have good communication skills.</li> </ol> <p><b>Note:</b> UCSL requires 2 persons (One person with key experience in machinery installation, alignment and commissioning &amp; one person with experience in piping systems.)</p>







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4	Electrical Quality Control	ITI      Electrician Electronics Technician      /	<ol style="list-style-type: none"> <li>1. Should have fairly good exposure on electrical installation of marine systems, including medium voltage installations (690 V).</li> <li>2. Should be proficient in reading &amp; interpreting electrical circuit diagrams.</li> <li>3. Should have fairly good knowledge about quality standards of electrical works.</li> <li>4. Should be able to troubleshoot electrical circuits if needed.</li> </ol> <p><b>Note:</b></p> <p>UCSL requires 2 persons (One person experienced in power &amp; control systems &amp; one person with more experience in navigation, communication &amp; automation systems.)</p>
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\* In special Case if suitable candidates not available or selected during interview, candidate with experience in other filed or private company background may consider based on the requirement.

#### 4. SCOPE OF WORK:

- 4.1. Providing services of QC Inspectors- (Total 07 Numbers) to Udupi Cochin Shipyard Limited.
- 4.2. In case of future requirement, if so, required by UCSL, the contractor is to provide additional services of QC Inspector on pro rata additional payment.
- 4.3. UCSL reserves the right to reject any QC inspector provided by the contractor who:
  - Fails to meet the criteria for qualification/ attributes listed below.
  - Is unable to meet the requirements of job profile mentioned.
  - Misbehaves or disobeys any superior person placed above him for the discharge of his work.
- 4.4. QC inspector shall be required to work as per the direction of UCSL Officer In charge.
- 4.5. The work includes providing up to 07 number of Qc Inspectors to UCSL, as per the below details:

Sl. No	Specialization/Experience of QC Inspector	Numbers required
1	Site- In- Charge	01
2	Hull Quality Control	02
3	Outfit Quality Control	02
4	Electrical Quality Control	02
<b>Total</b>		<b>07</b>

- 4.6. All wages, claims, remuneration, dues payable to the said personnel shall be borne by the contractor alone. UCSL shall have no liability to pay these dues, claims or remuneration. In no event, shall an employer and employee relationship accrue/arise implicitly or explicitly between UCSL and the said personnel of the contractor. It shall be the responsibility of the contractor to ensure that no liability falls on UCSL in respect of the personnel deployed by the contractor.







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- 4.7. After taking over the responsibility of work assigned, the contractor shall formulate the mechanism for due assignment of work to its personnel in consultation with UCSL. Subsequently, the contractor shall review the work assigned from time to time and advise UCSL on further streamlining of their system. The bidder shall further be bound by and carry out the directions/instructions given to him by UCSL in this respect from time to time.
- 4.8. That where the performance of the persons so deployed by the contractor is not up to the mark or there is a commission of misconduct or disorderly conduct, the contractor shall upon the UCSL's reporting and instructions, immediately withdraw and/or take suitable action against such persons.
- 4.9. The contractor shall not engage or remove or change any person without the knowledge and concurrence of the UCSL Officer-in-charge (AGM- QA/QC/ his representative). UCSL shall have the right to advise the contractor to terminate the services of any employee (person deployed by the contractor) for any violation of security provisions and / or indiscipline / violent behavior, agitation, instigating other peaceful works. In case of such advice, contractor shall comply with the same with immediate effect with or without assigning any reason and assign a replacement immediately by submitting all the required documents for verification.
- 4.10. Resignation of contract employees shall be informed to department in advance and also copy of relieving order shall be sent to UCSL Officer-In-Charge (AGM-QA/QC). The Contractor will be responsible for deployment of new employee as replacement who is fulfilling above mentioned qualification & other criteria with approval of UCSL Officer-In-Charge (AGM-QA/QC), prior to relieving the old one. In case of failing to maintain required manpower, penal action against the contractor may be taken from UCSL.
- 4.11. Continuous absence of deputed QC Inspector as required for the duty, may lead to impose of penalty on contractor by UCSL and even may result in cancellation of contract as per the tender clause.19.
- 4.12. The contractor should manage weekly off and leave of personnel and still ensure deployment of people as per QC Department requirement.
- 4.13. Maintenance of muster roll will be the responsibility of designated QC Inspectors under the direction of QC Dept. officer of UCSL.
- 4.14. Contractor will be responsible for any damage caused to the property of UCSL due to negligence of personnel deployed by him for the job. In such cases, he will be charged on account of expenditure arising for repair/replacement of the same.
- 4.15. That for performing the assigned work, the contractor shall deploy medically and physically fit persons who are honest and competent. The contractor shall ensure that the deployed persons are punctual, disciplined and vigilant in performance of their duties. Persons so deployed in UCSL.
- 4.16. The contractor shall be liable for payment of wages and all other dues which its personnel are entitled to receive under the various labour laws and other statutory provisions, directly into the account of the individual and submit a copy of bank statement reflecting such transactions along







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with the monthly bill. UCSL can also call for passbook/mini statements/account statements of staff deployed for verification of credit of monthly salary.

- 4.17. Contractor shall at its own cost take necessary insurance cover in respect of the aforesaid services rendered to UCSL. The contractor shall comply with the statutory provisions of Contract Labour (Regulation and Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Minimum Wages Act, 1948; and/or any other statues that may be applicable to them.
- 4.18. The persons to be deployed at all three sites at Malpe, Baputhotta & Hangarkatta of UCSL as per the requirement. Agency has to arrange their own transport with their cost. No extra allowances will be paid for inter site movements.
- 4.19. UCSL will not be responsible for any injury/death caused to the employees provided by Contractor at UCSL. It will be the responsibility of Contractor to abide by all the provisions of the Workmen Compensation Act, 1923 and no compensation, whatsoever shall be paid by UCSL in this regard.
- 4.20. The contractor shall get the antecedents of his personnel verified through Police authorities and the verification reports shall be made available to the Bank prior to their deployment.
- 4.21. No lodging and boarding will be provided to the QC Inspector by UCSL.
- 4.22. UCSL reserves the right to increase or decrease the number of QC Inspector as per the requirement.
- 4.23. Selection of QC inspector will be done based on the interview conducted by UCSL. Successful contractor to make available of suitable candidates within 15 days for interview on 3:1 ratio after intimation from Officer-in-Charge. UCSL's decision will be final and binding in this regard.
- 4.24. Working Hours: Normal working time shall be from 08:20Hrs to 17:30Hrs with six days working in a week. UCSL holiday calendar will be applicable.
- 4.25. Extra working hour compensation: Up on project / site requirements, all personnel have to work beyond normal working hours (within the stipulations of Factories Act), payment will be made on pro-rata basis, per hour Rate = (Monthly Amount/ (26\*8)). Extra working hours should be sanctioned by Officer-in-Charge
- 4.26. Employee details: For security reasons, the successful bidder shall submit the following documents of all his employees before deploying at works for review & acceptance by UCSL:
- Bio-data with two passport size photos.
  - Proof of qualification / experience.
  - Proof of residential address issued by State Govt./ Govt. of India.
  - Character & Antecedent report from the Police authorities nearest to the respective native place.
  - Appointment order/ employment wage card (Form -XIV) as per Contract Labor (R&A) Act.







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- 4.27. It is the prime responsibility of the contractor - to arrange substitutes for the absent employees, if any.
- 4.28. Food, Transportation & accommodation expenditure in the scope of contractor

#### 5. METHOD OF AWARDING CONTRACT

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

#### 6. SCHEDULE OF COMPLETION

- 6.1. The contractor shall follow the UCSL schedule requirements strictly
- 6.2. Mobilization of manpower shall be done within 30 days from the placement of contract.
- 6.3. Contractor shall meet the UCSL management with the copy of service contract for manpower mobilization for preparation of gate pass.

#### 7. VALIDITY

- 7.1. The offer shall be valid for a period of 12 months 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 V attached herewith.

#### 9. PAYMENT TERMS

- 9.1. Payment shall be released on monthly basis within 30 days of receipt of invoice.
- 9.2. The payment shall be released monthly wise in the upcoming month on production of the following documents:
- Monthly Duty Roster - certified by the UCSL authorized representative.
  - Documents and challans, evidencing payment of wages and submission of EPF, ESI, PT and other Statutory payments as per the instructions of UCSL.
  - Submission of invoice / other relevant documents if any.
- 9.3. Statutory levies such as I.T, Contribution towards PF, ESI, PT etc., shall be deducted from the bill as applicable.
- 9.4. Payment will be made by RTGS/NEFT to the account of Agency. The name of the bank, branch, A/C No., IFSC code & other particulars shall be furnished by the Agency in the proforma of UCSL.

#### 10. 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).







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## 11. PERIOD OF CONTRACT

- 11.1. Period of contract will be one year from the date of execution of Work order. UCSL reserves the right to extend the contract for a further period of one more year for the same terms and conditions on mutual agreement basis and on completion of the contract period if the performance of the contractor is satisfactory.
- 11.2. 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 / PERFORMANCE GURANTEEE

- 12.1. The successful tenderer shall remit security deposit equivalent to payment of 1 month (7 persons as per tender conditions) for the scope of work within 15 days of receipt of the work order / signing of agreement. 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 for a **period of 13 months from the contract date**. 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. LIQUIDATED DAMAGES

- 13.1. 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.
- 13.2. 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.
- 13.3. 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.
- 13.4. 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.

## 14. POWER OF ATTORNEY

- 14.1. 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.
- 14.2. 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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## 15. TERMINATION & LIMITATION OF LIABILITY

- 15.1. This contract may be terminated upon the occurrence of any of the following events
- 15.2. By agreement in writing of the parties hereto;
- 15.3. 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;
- 15.4. 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.
- 15.5. For fraud and corruption or other unacceptable practices.
- 15.6. 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.
- 15.7. 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.
- 15.8. 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.

## 16. ARBITRATION & JURISDICTION

- 16.1. 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.
- 16.2. 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.
- 16.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 16.4. Language of Arbitration: The Language of arbitration shall be English.
- 16.5. Governing Law: The contract shall be governed by Indian Law
- 16.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.







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## **17. SUB CONTRACTING AND ASSIGNMENT**

- 17.1. 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.
- 17.2. 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.

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

- 18.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 18.2. 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.

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

- 19.1. 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.
- 19.2. 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.

## **20. FORCE MAJEURE**

- 20.1. 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.

## **21. IMS GUIDELINES**

- 21.1. 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.







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- 21.2. 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.

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

- 22.1. 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.
- 22.2. 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.
- 22.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 22.4. 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.

