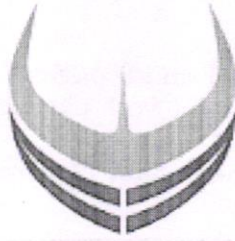


TENDER No.: UCSSL/CC/T/W/044 DT: 06-01-2025

**TENDER FOR PIPE INSTALLATION/FABRICATION/TESTING AND
COMMISSIONING OF 3800 DWT GENERAL CARGO VESSEL**



UDUPI COCHIN SHIPYARD LIMITED

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





UDUPI COCHIN SHIPYARD LIMITED
Tender For Pipe Installation/Testing and Commissioning of 3800 DWT General Cargo Vessel
UCSL/CC/T/W/044 DT: 06TH JANUARY 2025

TENDER NOTICE

Tender No. & date	UCSL/CC/T/W/044 DT: 06 TH JANUARY 2025
Name of work	PIPE INSTALLATION/FABRICATION/TESTING AND COMMISSIONING OF 3800 DWT GENERAL CARGO VESSEL
Last date & time of receipt of tender	13 TH JANUARY 2025 (MONDAY), 16:00 HRS.
Date & time of opening of Technical Bid (Part-I)	13 TH JANUARY 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 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 and indicative quantum of work placed at Annexure I, II and III respectively.
- b. **The Techno commercial Check List** at Annexure VI to be filled up completely and duly signed.
- c. Duly filled form at Annexure – IV and VII
- 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 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





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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 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 the authority reserves the right to reject the tender received without assigning any reason.
7. Contact Person: Mr. Sarun Babu E.B (08592048487)



Assistant General Manager (Material & Contract Cell)



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TERMS AND CONDITIONS

TENDER FOR PIPE INSTALLATION/FABRICATION/TESTING AND COMMISSIONING ON 3800 DWT GENERAL CARGO VESSEL

1. DESCRIPTION OF WORK

- 1.1. This tender enquiry pertains to the awarding of contract for complete pipe installation on board, including testing and commissioning, spool fabrication below 32 NB for 03 numbers of 3800 DWT General Cargo Vessel to be built at Udupi Cochin Shipyard Limited (UCSL), Malpe, Karnataka.
- 1.2. Spools from 32 NB and above will be supplied to contractor for installation onboard and below 32NB need to be fabricated and installed by the contractors.
- 1.3. The work includes Pipe spool fabrication, erection, including pipe support and all connected hot works and dry survey, lay out inspection, pressure testing, flushing and assistance for commissioning required to the satisfactory completion of works in accordance with the requirements of UCSL, Classification society and owner requirements.
- 1.4. The Contractor shall execute the work as per the specifications / drawings issued and to the satisfaction of UCSL.
- 1.5. 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
- 1.6. **You are requested to obtain clarifications, if any, and carefully study the documents and the scope of services and UCSL, before submitting your offer.**

2. SCOPE OF WORK

- 2.1. The scope of work includes Pipe spool fabrication below 32NB, erection of complete spools below 32NB as well as above 32NB, including pipe support and all connected hot works and dry survey, lay out inspection, pressure testing, flushing and assistance for commissioning required to the satisfactory completion of works in accordance with the requirements of UCSL, Classification society and owner requirements.
- 2.2. Refer **Annexure II and Annexure III** for detailed scope of work.
- 2.3. This is a turnkey job and any additional works up to 10% growth of work on scope of work to be envisaged and is to be undertaken without any additional price impact.





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3. Consumables:

- 3.1. Gases (DA, Oxygen, CO2) will be provided free of cost by UCSL
- 3.2. Consumable if contractor need to opt from UCSL, below rate applicable
- 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.

Welding Electrodes	Rate
Flux Cored GMA (CO2) welding wire 1.2mm	Rs 225 Per kg
Welding electrode: E 6013: 2.5 mm	Rs 254 Per kg
Welding electrode: E 6013: 3.15 mm	Rs 184 Per kg
Welding electrode: E 6013: 4 mm	Rs 154 Per kg
Welding electrode: E 7018: 3.15 mm	Rs 148 Per kg
Welding electrode: E 7018: 4 mm	Rs 175 Per kg

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

- 3.3. Welding electrodes and gases used for fabrication / erection purposes are supplied by UCSL only.
- 3.4. The work is to be carried out at the skid area allocated to the contractor (s) inside UCSL unit at Udupi.

4. METHOD OF AWARDING CONTRACT

- 4.1. Contract will be concluded with Bidder qualifying technically, agreeing to Techno-Commercial conditions (Annexure VI) and emerging as L1 based on Annexure - V.
- 4.2. The bidder shall submit the prices at the Annexure-V and the same rates shall be applied for L1 determination.
- 4.3. Yard intends to award the total scope of work for 03 ship (UY-168 to UY-170), out of which 01 ship is confirmed and remaining 02 ship as option.
- 4.4. The order of per shipset would be split between four bidders subjected to matching L1 price. L1 will be awarded as confirmed order for 40% of the total work scope per shipset and balance 60% will be awarded to the next in line three bidders L2/L3/L4/etc., equally as (20% + 20% + 20%) who are willing to match the L1 rate. Bidders will be invited for the negotiation to match L1 bidder rate. If L2/L3/L4/L5 etc. are not willing to match with L1 bidder's rate, then the same will be awarded to L1 bidder itself.
- 4.5. The same methodology adopted at clause:4.4 will be adopted for the awarding of remaining Two (02) vessels to the bidder subjected to matching L1 rate and the decision to award balance Two (02) vessel will be sole discretion of UCSL.
- 4.6. UCSL will also access the performance of each contractor and will allocate the scope of works, based on performance report generated by piping department.





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- 4.7. In case of the contractor fails to perform at any stage of the project, the yard reserves the right to delink the individual ship scope of work and will award the same to alternate contractor. In such cases, the value shall be determined based on Annexure-V which shall be deduction from the total contract value for payments.
- 4.8. The contractor shall indicate the fabrication lead time as per the requirement of 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.
- 4.9. UCSL reserves the right to cancel the tender if required.

5. COMMON REQUIREMENTS

- 5.1. The work will be undertaken by only qualified welders of the contractor. Towards this, UCSL will provide the WPS and PQR. Welders will have to be qualified by BV by UCSL. The subcontractor has to pay for the welder qualification, testing and certification charges to UCSL on actuals. The contractor has to retain the qualified welders till the completion of the project.
- 5.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels. The same may be seen prior bidding, if required. Copy of the standards will be provided while awarding contract.
- 5.3. Area and steel skids will be provided by UCSL, leveling of the skid will be undertaken by contractor to the satisfaction of UCSL QC. Required production aids shall be arranged by Contractors.

6. QUALIFICATION CRITERIA FOR BIDDERS

- 6.1. The Bidder shall be a single firm having experience in fabrication, Installation, Testing and commissioning of Piping Systems in ships or floating marine structures for the last two years.
- 6.2. The bidders shall have minimum 3 years of experience in handling Pipe Fabrication, Installation, Testing and Commissioning and should submit the document as evidence.
- 6.3. The technical experience means "the experience of successfully completed similar works (as per clause 6.1, 6.2) for period of 2 years. In the case of ongoing works, work progress report from the authorized officer of the work order issued firm shall be submitted for considering UCSL requirement.
- 6.4. The contractor must have a site-in charge/ supervisor to execute work, with a minimum experience of 3 yrs. in Piping field.
- 6.5. The project shall comprise of complete work having comparable nature to that of fabrication, Installation, Testing and commissioning of Piping Systems on floating marine structures and erection of Pipe outfit items installation. If the experience claimed by the bidder is of no relevance with respect to fabrication, Installation, Testing and commissioning of Piping Systems, then such experience will not be considered for pre-qualification. Decision taken by UCSL in this regard will be final.
- 6.6. The Bidder should furnish the required work-specific information and satisfactory documentary evidence such as copy of work order / agreement and a certificate from the





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employer for satisfactory completion of work or any other relevant document indicating completion of work shall be submitted to UCSL in support of its claim of experience.

- 6.7. 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.

7. SCHEDULE OF COMPLETION

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

8. INSPECTION

- 8.1. The vessel shall be built under the classification of BV Class.
- 8.2. Work will be undertaken and inspected as per the quality standards provided by UCSL, and approved by CLASS and Owner of the vessels.
- 8.3. The complete work has to be carried out under the survey of UCSL, CLASS and Owners. The works are to be inspected and approved by UCSL initially and thereafter presented to CLASS and the Owner for their survey and approval.
- 8.4. All welding machines are to be calibrated.
- 8.5. All test and Inspections shall be carried out as per approved Quality Plan.
- 8.6. All correspondence with the Shipyard to be in English language. All documents and plans to be in English language and in metric units.

9. VALIDITY

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

10. RATE

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





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11. PAYMENT TERMS

11.1. Payment will be made in 7 stages:

Stage I: 15% of Total contracted value per vessel

Deliverables: Completion of 40% of the pipe installation/positioning of spools above 32NB (Big Bore) including fabrication & installation of pipe support with QC report.

Stage II: 15% of Total contracted value per vessel

Deliverables: Completion of Total 80% of the pipe installation/positioning of spools above 32NB (Big Bore) including fabrication & installation of pipe support with QC report.

Stage III: 15% of Total contracted value per vessel

Deliverables: Completion of Total 100% of the pipe installation/positioning of spools above 32NB (Big Bore) including fabrication & installation of pipe support with QC report.

Stage IV: 15% of Total contracted value per vessel

Deliverables: On completion of self-route pipe completion and layout survey (All below 32NB).

Stage V: 15% of Total contracted value per vessel

Deliverables: On completion of system layout inspection, pressure testing and assistance during flushing.

Stage VI: 15% of Total contracted value per vessel

Deliverables: On completion of 100% piping systems with its commissioning assistance.

Stage VII: 10% of Total contracted value per vessel

Deliverables: Completion of scope awarded to the contractor subject to clearance of all surveys and inspections by Class, Owner representative, UCSL representative and delivery of the vessel.

11.2. Payment shall be made on the basis of certification by UCSL Quality Control Representative for quality and quantity of work on actuals.

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

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

11.5. 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.

12. TAXES & DUTIES

12.1. 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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13. PERIOD OF CONTRACT & COMMENCEMENT OF SERVICES

- 13.1. Period of contract will be five (05) months from the date of work order, for each vessel.
- 13.2. The rates quoted and all other terms and conditions will remain unchanged for the entire period and also for the extended period (if extended).
- 13.3. Detailed schedule will be prepared mutually by the contractor and UCSL and the same will be verified for execution.

14. SECURITY DEPOSIT

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

15. PERFORMANCE GUARANTEE

- 15.1. 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.
- 15.2. 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.
- 15.3. 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.

16. LIQUIDATED DAMAGES

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.





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16.4. 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.

17. POWER OF ATTORNEY

- 17.1. 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.
- 17.2. 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.

18. TERMINATION & LIMITATION OF LIABILITY

- 18.1. This contract may be terminated upon the occurrence of any of the following events
- 18.2. By agreement in writing of the parties hereto;
- 18.3. 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;
- 18.4. 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.
- 18.5. For fraud and corruption or other unacceptable practices.
- 18.6. 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.
- 18.7. 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.
- 18.8. 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.





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19. ARBITRATION & JURISDICTION

- 19.1. 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.
- 19.2. 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.
- 19.3. Seat & Venue of Arbitration: The seat & venue of arbitration shall be at Bangalore.
- 19.4. Language of Arbitration: The Language of arbitration shall be English.
- 19.5. Governing Law: The contract shall be governed by Indian Law
- 19.6. In case of disputes, the same will be subjected to the jurisdiction of courts at Bangalore, Karnataka.

20. SUB CONTRACTING AND ASSIGNMENT

- 20.1. 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.
- 20.2. 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.

21. SECRECY & RESTRICTION ON INFORMATION TO MEDIA

- 21.1. The information contained in the enquiry as such shall NOT be communicated to any third party without prior approval of UCSL.
- 21.2. 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





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22. CANCELLATION OF ORDER AND RISK CONTRACTING

- 22.1. 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.
- 22.2. 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.

23. FORCE MAJEURE

- 23.1. 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.

24. SAFETY OF PERSONNEL AND FIRST AID

- 24.1. The contractor shall be entirely responsible for the safety of all the personnel employed by him on the work. In this regard, he may adopt all the required safety measures and strictly comply with the safety regulations in force. A copy of UCSL's "Safety Rules for Contractors (Revised)" is available with HSE department for reference.
- 24.2. The 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.
- 24.3. In this regard, the Contractor will have to fully indemnify UCSL against any claims made by his workmen/other personnel
- 24.4. The 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.





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25. IMS GUIDELINES

25.1. 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.

25.2. 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 Kerala.
- 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.

