



कोचीन शिपयार्ड लिमिटेड
COCHIN SHIPYARD LTD
(भारत सरकार का उद्यम / A Govt. of India enterprise)

Tender Enquiry Ref No: SR6/RM690S2992

Date: 02.08.2021

TENDER ENQUIRY FOR PREPARATION AND PAINTING OF DRILL FLOOR FOR GTV SAMUDRA SARVEKSHAK

Dear Sirs,

Sealed Tenders in **Two Bid**, super scribing the Enquiry Number & Last date for receipt of Quotations on the envelope, are invited in two separate covers as 'Part I Techno Commercial' & 'Part II Price' for the below indicated works on **Preparation and Painting of Drill Floor for GTV Samudra Sarvekshak**.

The offers as above should reach the undersigned on or before the last date and time Shown. Tenders should be addressed to "The Deputy General Manager (Ship Repair Materials), Cochin Shipyard Ltd., P.B. No. 1653, Cochin - 682 015, Kerala".

Techno - Commercial Offers can also be made by e-mail, with price bid duly **Locked with password**, before 1100 hrs (IST) on **12th August 2021**, if delivery of Sealed offers cannot be ensured at CSL on the due date. Password for price bid shall only be communicated at the time of price bid opening.

Enquiry No. & Date: SR6/RM690S2992 Date: 02.08.2021

Description: Preparation and Painting of Drill Floor for GTV Samudra Sarvekshak

Last Date & Time of Receipt of Tender : 12th August 2021 at 11:00 Hrs IST
Techno commercial bid Opening Date & Time : 12th August 2021 at 11:30 Hrs IST

The technical bid of the tender shall be opened on the same day (12th August 2021) at 11:30 Hrs. The Price bid opening date of successful bidders shall be intimated on a later date after scrutiny of technical bids. Due to COVID-19 pandemic, bidders are not allowed inside CSL for Price bid opening.

1. The offer shall indicate payment terms and other terms and conditions.
2. Quotation should be valid for a period of 4 months.

3. In case of offers being sent by email, offer should be submitted by email as a password protected document to the following email addresses:

ravish.mg@cochinshipyard.in

csl.srm6@cochinshipyard.in

Ph: +914842501679

Mobile: +91 8129270929

For any technical queries, please contact Mr. Jimmy Vincent, Senior Manager (SRO),
Ph No. 9895704437, Email Id - jimmy.v@cochinshipyard.in

ENCLOSURES:-

- Annexure 1 : Scope of work
- Annexure 2 : Technical Bid
- Annexure 3 : Price bid format
- Annexure 4 : General terms and conditions
- Annexure 5 : Specific terms and conditions
- Annexure 6 : Compliance Matrix
- Annexure 7 : Format of Bank Guarantee
- Annexure 8 : HSE guidelines
- Annexure 9 : Pre Contract Integrity Pact
- Annexure 10 : GST Rate Change Circular
- Annexure 11 : GeMARPTS report

Yours faithfully,
For Cochin Shipyard Ltd.
Deputy General Manager (Ship Repair Materials)

RM690S2992 - Preparation and Painting of Drill Floor for GTV Samudra Sarvekshak

SL No	Description
	<p>I. SCOPE OF WORK</p> <p>SURFACE PREPARATION AND PAINTING OF DRILL FLOOR USING ROPE ACCESS METHOD DRILL FLOOR (100 % area) has to be cleaned to remove dust, scales, peeled off paint, oil, grease, other foreign materials etc. On completion of proper cleaning, entire structure should be washed thoroughly with low pressure water jet followed by mechanical preparation on identified rusted and damaged coating area by means of chipping and power brushing to obtain optimum level of surface cleanliness suitable for painting. Prepared area has to be applied with primer in prescribed DFT as per CSL instruction. After surface preparation and priming of derrick the entire structure needs to be washed with low pressure jet to remove leftovers of preparations. Subsequently in line with approved paint scheme remaining system coat with proper DFT on prepared area and full coat on entire structure has to be done to the satisfaction of CSL/OWNER.</p> <p>The total area distribution for the work scope as given below.</p> <p>APPROXIMATE AREA FOR PREPARATION AND PAINTING</p> <p>Area for initial LP Washing – 3200 SQM Area for Chemical cleaning – 3200 SQM Area for chipping – 320 SQM Area for power brushing – 320 SQM Area for scraping – 320 SQM Area for Sander discing – 320 SQM Area for wire brushing – 320 SQM Area for touch up paint (primer and one anticorrosive coat) – 640 SQM Area for final LP Washing – 3200 SQM Area for full coat – 3200 SQM</p>
1	<p>INSTRUCTIONS FOR EXECUTING JOB:</p> <ol style="list-style-type: none"> 1. The necessary safety clearance for carrying out the work should be obtained from safety department. 2. The paint drums should not be kept in areas where there are chances of flames. 3. All tools consumables, machineries and accessories for preparation and painting (with rope access method) shall be mobilized by the contractor; including painting machine with hoses, rope access system with technicians Etc. 4. After surface preparation the contractor shall clean and dispose the dust and debris at the location identified by CSL. 5. Preparation and painting shall be carried out as per paint scheme provided by CSL. Follow the instruction of Officer-in-charge, while doing the works. 6. Paint, thinner, power supply, fresh water shall be provided by CSL. 7. Firm should have IRATA level 3 & level 2 operators & supervisors. 8. The firm shall be certified by IRATA to carry out works and certificate to be submitted along with the tender documents. 9. Firm shall ensure the reach of 100% area for surface preparation and painting. 10. Firm should have similar experience of undertaken works of such complexity and magnitude of derrick structure/ heavy super structures with rope access method in shipyard/offshore/ refinery/ heavy fabrication industry. 11. Firm should have experience in surface preparation and painting of minimum of total 20,000 SQM area with rope access method. 12. Firm should follow all safety rules & regulations prevailing at CSL. 13. The workers engaged should have sufficient experience in working at height using Rope access method. They should also be competent in the pre use inspection of their equipment. 14. The executing firm shall be responsible for the safety aspects of the rope access system and the operators working with the rope access system. 15. Firm should position the concerned safety persons who is competent to check and certify whether the rope access system is safe to work and whether work carrying out is in a safe manner or not 16. Equipment should be inspected before each use (pre-use check) and more thoroughly at regular intervals. 17. An efficient communication system should be established between all rope access technicians in the team. 18. Exclusion zones should be established, as appropriate, to protect against falls where rope access technicians need to attach to the rope access system, e.g. an unprotected edge; to protect against falling objects from above; to protect people below the area of rope access operations and to protect against unauthorized persons entering the work area. <p>NOTE: ** WORD FIRM IN THIS DOCUMENT REFERS TO AGENCY OR CONTRACTOR WHO IS GOING TO EXECUTE THE JOB **</p>

RM690S2992 - Preparation and Painting of Drill Floor for GTV Samudra Sarvekshak

SL No	Description	Denom	Qty	Quoted/ Not Quoted
1	INITIAL LP WASHING 3,200.000 M ²	M ²	3200	
2	CHEMICAL CLEANING 3,200.000 M ²	M ²	3200	
3	SCRAPING 320.000 M ²	M ²	320	
4	CHIPPING 320.000 M ²	M ²	320	
5	SANDER DISCING 320.000 M ²	M ²	320	
6	POWER BRUSHING 320.000 M ²	M ²	320	
7	WIRE BRUSHING 320.00 M ²	M ²	320	
8	PAINTING TOUCH UP 640.00 M ²	M ²	640	
9	PAINTING FINISH COAT 3,200.000 M ²	M ²	3200	
10	FINAL LP WASHING 3,200.000 M ²	M ²	3200	
	<p>I. SCOPE OF WORK SURFACE PREPARATION AND PAINTING OF DRILL FLOOR USING ROPE ACCESS METHOD DRILL FLOOR (100 % area) has to be cleaned to remove dust, scales, peeled off paint, oil, grease, other foreign materials etc. On completion of proper cleaning, entire structure should be washed thoroughly with low pressure water jet followed by mechanical preparation on identified rusted and damaged coating area by means of chipping and power brushing to obtain optimum level of surface cleanliness suitable for painting. Prepared area has to be applied with primer in prescribed DFT as per CSL instruction. After surface preparation and priming of derrick the entire structure needs to be washed with low pressure jet to remove leftovers of preparations. Subsequently in line with approved paint scheme remaining system coat with proper DFT on prepared area and full coat on entire structure has to be done to the satisfaction of CSL/OWNER.</p> <p>The total area distribution for the work scope as given below.</p> <p>APPROXIMATE AREA FOR PREPARATION AND PAINTING</p> <p>Area for initial LP Washing – 3200 SQM Area for Chemical cleaning – 3200 SQM Area for chipping – 320 SQM Area for power brushing – 320 SQM Area for scraping – 320 SQM Area for Sander discing – 320 SQM Area for wire brushing – 320 SQM Area for touch up paint (primer and one anticorrosive coat) – 640 SQM Area for final LP Washing – 3200 SQM Area for full coat – 3200 SQM</p> <p>INSTRUCTIONS FOR EXECUTING JOB:</p> <ol style="list-style-type: none"> 1. The necessary safety clearance for carrying out the work should be obtained from safety department. 2. The paint drums should not be kept in areas where there are chances of flames. 3. All tools consumables, machineries and accessories for preparation and painting (with rope access method) shall be mobilized by the contractor; including painting machine with hoses, rope access system with technicians Etc. 4. After surface preparation the contractor shall clean and dispose the dust and debris at the location identified by CSL. 5. Preparation and painting shall be carried out as per paint scheme provided by CSL. Follow the instruction of Officer-in-charge, while doing the works. 6. Paint, thinner, power supply, fresh water shall be provided by CSL. 7. Firm should have IRATA level 3 & level 2 operators & supervisors. 			

<p>8. The firm shall be certified by IRATA to carry out works and certificate to be submitted along with the tender documents.</p> <p>9. Firm shall ensure the reach of 100% area for surface preparation and painting.</p> <p>10. Firm should have similar experience of undertaken works of such complexity and magnitude of derrick structure/ heavy super structures with rope access method in shipyard/offshore/ refinery/ heavy fabrication industry.</p> <p>11. Firm should have experience in surface preparation and painting of minimum of total 20,000 SQM area with rope access method.</p> <p>12. Firm should follow all safety rules & regulations prevailing at CSL.</p> <p>13. The workers engaged should have sufficient experience in working at height using Rope access method. They should also be competent in the pre use inspection of their equipment.</p> <p>14. The executing firm shall be responsible for the safety aspects of the rope access system and the operators working with the rope access system.</p> <p>15. Firm should position the concerned safety persons who is competent to check and certify whether the rope access system is safe to work and whether work carrying out is in a safe manner or not</p> <p>16. Equipment should be inspected before each use (pre-use check) and more thoroughly at regular intervals.</p> <p>17. An efficient communication system should be established between all rope access technicians in the team.</p> <p>18. Exclusion zones should be established, as appropriate, to protect against falls where rope access technicians need to attach to the rope access system, e.g. an unprotected edge; to protect against falling objects from above; to protect people below the area of rope access operations and to protect against unauthorized persons entering the work area.</p> <p>NOTE: ** WORD FIRM IN THIS DOCUMENT REFERS TO AGENCY OR CONTRACTOR WHO IS GOING TO EXECUTE THE JOB **</p>			
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Signature & Address
of the contractor :
Seal:

RM690S2992 - Preparation and Painting of Drill Floor for GTV Samudra Sarvekshak

Sl No	Description	UoM	Qty	Unit Rate	Total Cost	Service GST %	Total (Including tax)
1	INITIAL LP WASHING	M ²	3200	xx	xx	xx	XX
2	CHEMICAL CLEANING	M ²	3200	xx	xx	xx	XX
3	SCRAPING	M ²	320	xx	xx	xx	XX
4	CHIPPING	M ²	320	xx	xx	xx	XX
5	SANDER DISCING	M ²	320	xx	xx	xx	XX
6	POWER BRUSHING	M ²	320	xx	xx	xx	XX
7	WIRE BRUSHING	M ²	320	xx	xx	xx	XX
8	PAINTING TOUCH UP	M ²	640	xx	xx	xx	XX
9	PAINTING FINISH COAT	M ²	3200	xx	xx	xx	XX
10	FINAL LP WASHING	M ²	3200	xx	xx	xx	XX
	Total				XX		XX

**Signature & Address
of the contractor :
Seal:**

Note: No change in the bid format is acceptable.

General Terms and Conditions

1. Tenderers are to carefully go through the terms and conditions and the techno commercial specification of the items for which offers are called for. Deviations, if any, shall be separately listed and specifically brought out in the offer. CSL reserves the right to accept / reject the deviations.
2. Offers are to be furnished in duplicate and should be free from overwriting. Corrections and additions, if any, must be attested. Incomplete/ ambiguous offers are likely to be rejected. No overwriting /corrections. If so to be attested.
3. CSL terms of payment are 100 % within 30 days from the date of satisfactory completion of jobs along with submission of Work completion certificate together with tax invoice and EPF/ESI documents for workers engaged for the job by the firm (as per clause 11 below).
4. The firm shall be equipped to carry out the jobs in round the clock shifts to complete the jobs as per CSL schedules and instructions of CSL executing officer.
5. LD Clause: In case of delay in supply of ordered materials / delay in completion of work beyond the stipulated delivery / completion period which is not attributable to CSL, vendor is to pay liquidated damages (and not by way of penalty) a sum equivalent to ½%(half percent) per week or part of the week of the order value (basic price) in the case of machinery/equipment/ service and of the value of materials / services delayed in the case of all other items, subject to a maximum of 10% of the order value (basic price). For service orders, completion date as confirmed by the executing officer shall be reckoned for LD calculation.
6. Services shall be guaranteed for satisfactory performance for 6 months from the date of completion of job against bad workmanship.
7. Performance bank guarantee from Scheduled Indian Bank, for an amount of 5% of the order value (Excluding Taxes and duties) to be submitted after satisfactory completion of jobs. The PBG's should be valid till completion of guarantee period plus a grace period of 90 days.
8. Vendor is solely responsible for the safety of its personnel and equipments inside CSL. Service provider will be responsible for the safety of personnel engaged and shall adopt all safety measures to comply with safety regulations in force in CSL. Service representative working onboard should maintain proper dress code as per CSL standards. They shall submit electronic chalan remittance copy of ESI&EPF details of their employees and employee compensation policy details for employees not falling under ESI limit during the submission of invoice, documents supporting for facilitating gate access. They are bound to follow safety guidelines applicable in CSL like safe usage of tools & tackles, electrical safety guidelines, gas management system etc. Scrap management system & disposal of hazardous chemicals used to dispose by contractor itself on his own responsibility. Work place hygiene to be ensured by contractor itself.
9. Asbestos should not be part of any material /packing material supplied to CSL.
10. Shall abide by CSL rules for entry and exit of man and materials. Vendor and personnel will comply with: (1) all procedures and policies provided by CSL, including CSL's,

environmental, health, safety, and security procedures, and related management systems when performing services at CSL facilities

11. Service provider will have to abide by the various laws & regulations such as Contract Labour Regulation (Abolition) Act, ESI Act 1948, EPF Act 1952 etc as applicable.

All workers engaged for the job by the firm shall be covered under EPF/ESI scheme, their respective account numbers are to be furnished along with copy of challans as proof for remittance of ESI & EPF. If any employee is exempted from ESI, valid proof for the same also shall be submitted before commencement of work. In case exempted from ESI, valid workmen compensation policy has to be submitted. Labor deputed for the work shall not have crossed over 60 years. Submission of above documents is statutory for issue of entry passes for working inside CSL. This is also required for releasing the payment since CSL site is permanently covered under above noted regulations.

12. Vendor will package products according to instructions of CSL provided in the purchase order, and if nothing is provided, then according to good commercial practice to ensure safe arrival of the products. Avoid plastic materials for packing to the extent possible. Packing material shall be ecofriendly. Vendor should follow the statutory requirements of the products offered. In case of chemicals and toxic materials being supplied, vendor should furnish material safety data sheet (MSDS) compulsorily along with the material.
13. Should failure in performance of the contract or part thereof arise from war, insurrection, restraint imposed by government, act of legislature or other statutory authority or illegal strike, riot, legal lock-out, flood, fire, explosion, act of god, epidemic with government notification on restriction or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time, CSL may allow such additional time as is mutually agreed, to be justified by the circumstances of the case. The occurrence/ cessation of force majeure situation are to be informed with documentary evidence within 15 days from the date of occurrence/cessation.
14. All questions, disputes or difference arising under, out of, or in connection with contract shall be subject to the exclusive jurisdiction of the courts at Ernakulum, Kerala, India.
15. Cochin Shipyard Limited does not bind itself to accept the lowest or any tender but reserves to itself the right to reject any or all or a part of any tender at its discretion.
16. The quantities of each job to be carried out may vary according to actual requirement at the time of placing orders
17. Acknowledge the receipt and acceptance of purchase order by signing and returning a copy of the same within three days of receipt of the same. If the acknowledgement is not received, it will be presumed as accepted.
18. Price bid format to be strictly followed and submitted.
19. Lowest on total will be considered as L1.
20. After submission of tender, no unsolicited correspondence will be entertained.
21. No price escalations are accepted after submission of offers.
22. Mode of dispatch shall be mentioned in the quotation.

23. Subcontracting to other vendors shall be only after written intimation and approval of competent CSL authorities. Vendor shall not delegate or subcontract any of its obligations under the agreement without CSL's written consent. Vendor will remain liable for all subcontracted obligations and all acts or omissions of its subcontractors.
24. The procedures of work, standard operating procedures of work including documents like welding procedure specifications developed by CSL are intellectual property of CSL. Vendors shall not use or copy the procedure in any format without the written consent of competent authorities of CSL.
25. Except as specifically stated in the purchase order, vendor will be responsible for all costs incurred in connection with providing the services, including personnel's expenses.
26. CSL is not obligated to pay any invoice submitted 180 days or more after a product is shipped or services are completed.
27. Vendor shall return the CSL resources to CSL immediately after provision of all deliverables and services or any termination of the agreement.
28. Vendor warrants that the products and services will comply with their specifications and will be of good quality acceptable to CSL/ship and must be fit for any purpose made known to vendor.
29. Vendor warrants that the products will be new, unused, and not refurbished at the time of delivery, and will be safe for normal use and free from defects in design, materials, and workmanship during the warranty period.
30. Vendor warrants that for software provided by vendor, (1) there is no open source software in the products (or any other items provided by vendor), unless vendor has notified CSL in writing before delivery and CSL has consented in writing to accepting this open source software, and (2) the software will not damage, interfere with, or permit unauthorized access to any other existing products or systems on which it is installed or any information residing on those products or systems.
31. Vendor and personnel will (1) keep confidential the terms of the agreement and all non-public and proprietary CSL information, and will only use such information to provide products and services under the agreement, and will not disclose such information except to the extent required by law after giving reasonable notice to CSL, if permitted by law; and (2) not use in providing products or services or disclose to CSL any materials or documents of another party considered confidential or proprietary unless it has obtained written authorization from that party and CSL.
32. Vendor will indemnify CSL and its affiliates, directors, officers, and employees against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding (including action by a government authority) to the extent arising from an allegation that use, possession, or sale of the products or services violates or infringes a third party's rights, including intellectual property rights; or an allegation that any personnel are entitled to employee compensation, benefits, or other rights or transfer law rights, except to the extent caused by CSL's unlawful acts or omissions.
33. Prices should be valid for acceptance for a period of four months from the date of opening of tender.

34. No enhancement of rate for whatever cause will be allowed once the offer is accepted and an order is placed. Withdrawal of the quotation after it is accepted or failure to make the supply within the stipulated delivery period will entail cancellation of the order and forfeiture of earnest money deposit/security deposit, if any and/or enforcement of risk purchase clause.
35. Taxes and other charges if any, payable extra are to be indicated in the price part for single bid and in techno-commercial part for two bids.
36. In view of COVID-19 pandemic, Vendors are not allowed inside CSL to attend opening of the price bid.
37. Conditional discounts, if any, will not be reckoned for tender evaluation/comparison purposes. However the same will be considered at the time of placement of purchase order if the firm turns out to be lowest bidder.
38. List of deviations from the general terms and conditions shall be submitted and the same shall be mutually acceptable. In the event of no deviation list submitted by the vendor, it is presumed that all conditions are accepted by the vendor.
39. Invoice:
 - (i) All invoices must be sent to CSL on delivery of items /work completion as per the order terms
 - (ii) Purchase order number and date and dispatch particulars should be clearly mentioned in the invoice.
 - (iii) Wherever payments are authorized through bank, copy of the invoice should be forwarded directly to CSL under intimation so as to facilitate release of document in time. All bank charges will be to vendor's account.
 - (iv) When the payment is in installments, separate invoice is required for each payment.
 - (v) 100% payment will be made against your invoice on satisfactory completion of the work.

For arranging payment, six copies of your invoice along with work completion certificate shall be forwarded to "THE DEPUTY GENERAL MANAGER (SRM & PP), Cochin Shipyard Limited, Cochin -682015" within 15 days from the date of completion of work. Income tax pan & service tax reg. number are to be indicated in the invoice. CSL shall be releasing the payment through NEFT mode only. It is therefore requested to return the attached format duly filled.

40. Cochin shipyard Ltd prefers to deal directly with the supplier. However, if the supplier appoints an Indian agent to deal with Cochin shipyard ltd., the agency commission payable by the supplier to such an agency shall be intimated. If manufacturers affect the supply through agents only, authorization in writing from manufacturers in favour of the agent for supply to CSL shall be furnished. In case where an agent participates a tender on behalf of a foreign manufacturer Indian agent should submit specific authorization from the authorized person of foreign manufacturer. In a tender, either the Indian agent on behalf of the principal/ OEM or principal/ OEM itself can bid but both cannot bid simultaneously for the same item/ product in the same tender. If an agent submits bid on behalf of principal/ OEM, the same agent shall not submit a bid on behalf of another principal/ OEM in the same tender for the same item/product. Indian

agents cannot represent more than one firm or quote on their behalf for any particular tender. Clarifications, either technical or commercial, should be submitted to points specially asked for only. The opportunity so given should not be used for correcting/changing/amending the data/conditions already submitted with the tender.

41. Public Procurement Policy initiatives of Govt. of India, pertaining to MSME's, startup etc as per CSL website (www.cochinshipyard.in) shall be applicable for this tender.

SPECIFIC TERMS AND CONDITIONS

Prequalification criteria

1. CSL reserve the right to reject your bid in case of any apprehension on your experience/ capability to execute the work on time.
2. Firm should have IRATA level 3 & level 2 operators & supervisors.
3. The firm shall be certified by IRATA to carry out works and certificate to be submitted along with the tender documents.
4. Firm should have similar experience of having undertaken works of such complexity and magnitude of derrick structure/ heavy super structures with rope access method in shipyard/offshore/ refinery/ heavy fabrication industry. Document to be submitted as proof for the same.
5. Firm should have experience in surface preparation and painting of minimum of total 20,000 SQM area with rope access method. Document to be submitted as proof for the same.

Special terms and Conditions

1. The necessary safety clearance for carrying out the work should be obtained from safety department.
2. The paint drums should not be kept in areas where there are chances of flames.
3. All tools consumables, machineries and accessories for preparation and painting (with rope access method) shall be mobilized by the contractor; including painting machine with hoses, rope access system with technicians Etc.
4. After surface preparation the contractor shall clean and dispose the dust and debris at the location identified by CSL.
5. Preparation and painting shall be carried out as per paint scheme provided by CSL. Follow the instruction of Officer-in-charge, while doing the works.
6. Paint, thinner, power supply, fresh water shall be provided by CSL.
7. Firm should have IRATA level 3 & level 2 operators & supervisors.
8. The firm shall be certified by IRATA to carry out works and certificate to be submitted along with the tender documents.
9. Firm shall ensure the reach of 100% area for surface preparation and painting.
10. Firm should have similar experience of undertaken works of such complexity and magnitude of derrick structure/ heavy super structures with rope access method in shipyard/offshore/ refinery/ heavy fabrication industry.
11. Firm should have experience in surface preparation and painting of minimum of total 20,000 SQM area with rope access method.
12. Firm should follow all safety rules & regulations prevailing at CSL.

13. The workers engaged should have sufficient experience in working at height using Rope access method. They should also be competent in the pre use inspection of their equipment.
14. The executing firm shall be responsible for the safety aspects of the rope access system and the operators working with the rope access system.
15. Firm should position the concerned safety persons who is competent to check and certify whether the rope access system is safe to work and whether work carrying out is in a safe manner or not
16. Equipment should be inspected before each use (pre-use check) and more thoroughly at regular intervals.
17. An efficient communication system should be established between all rope access technicians in the team.
18. Exclusion zones should be established, as appropriate, to protect against falls where rope access technicians need to attach to the rope access system, e.g. an unprotected edge; to protect against falling objects from above; to protect people below the area of rope access operations and to protect against unauthorized persons entering the work area.
19. The bidder shall be equipped to carry out the job in three shifts so as to match with the time lines of repair schedule of the vessel.
20. While working at CSL, CSL's HSE rules and regulations should be followed strictly and certified tools, lifting equipment's and tackles only should be used.
21. CSL reserves right to modify (deletion / addition) scope of work in line with time lines of repair project and as per Owner's requirement.
22. Vendor to indicate whether each work/material is quoted/not quoted and the same shall be enclosed with the technical bid
23. The projected quantity may vary according to actual job scope. Hence final amount shall be calculated based on the actual work done certified by CSL executing officer.
24. CSL has the right to withdraw the tender in partial or full during the course of this tender.
25. CSL has the right to award split orders if required against this tender.
26. CSL/ reserves the right to operate one or more parallel contracts against this enquiry in case of any delay from contractor side or to meet the refit schedule of the vessel.
27. During the course of repair, CSL reserves the full right to take over the work directly or through its agencies/subcontractors
28. Offer is requested for undertaking the entire job scope as per tender. Hence incomplete offers may not be considered for comparison and may be rejected without any prior notice.
29. The contractor has to provide all arrangements and support for the entire completion of repair scope.
30. The work has to be done at Cochin Shipyard Ltd., Cochin.

31. Bidders are not permitted to sublet the job wholly/partially, without the written permission from CSL.
32. CSL safety procedures to be followed for the entire period of work.
33. All Material passes and Man Entry Passes to be arranged by contractor. The required authorization letter only will be issued from CSL.
34. Transportation of any equipment / parts if required to workshop for undertaking repair to be arranged by contractor. Equipment if required for transportation outside CSL to be insured prior to movement.
35. Bidders are not permitted to engage other registered vendors of CSL or their employees while undertaking the work scope.
36. The offer should have one to one match with the repair specification/work scope.
37. Copy of unpriced bid should be submitted along with the technical bid
38. The successful bidder shall comply with CSL's HSE policy and necessary documents as required by CSL's safety department shall be submitted.
39. CSL has right to delink individual DLs from the scope of work and entrust the same on CSL's sub-contractor to meet time lines of the project, if deemed necessary.

COMPLIANCE MATRIX
(TO BE SUBMITTED WITH THE "Technical" BID)

SNO	DESCRIPTION	REMARK
1.	ACCEPT THE ENTIRE SCOPE OF SUPPLY AS PER ENQUIRY	YES/NO
2.	IF THE ANSWER TO QUESTION 1 ABOVE IS NO, PLEASE LIST THE SPECIFIC JOBS NOT BEING UNDERTAKEN AS A DEVIATIONS LIST AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM SCOPE OF WORK ATTACHED/NOT ATTACHED
3.	ACCEPT THE GENERAL TERMS AND CONDITIONS INDICATED IN THE ENQUIRY.	YES/NO
4.	IF THE ANSWER TO QUESTION 3 ABOVE IS NO, LIST THE DEVIATIONS AND ATTACH WITH THIS MATRIX.	LIST OF DEVIATIONS FROM GTC.
5.	PAYMENT TERMS AS INDICATED IN ENQUIRY IS ACCEPTABLE.	YES/NO

(Signature of the Contractor)

Seal of the firm.

**BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT/
WARRANTY GUARANTEE**

To
COCHIN SHIPYARD LTD
(GOVT. OF INDIA ENTERPRISE,)
PO BAG No. 1653 , PERUMANOOR PO, COCHIN 682 015.

WHEREAS(Name & Address of Supplier) (hereinafter called "**the Supplier**")
has undertaken, in pursuance of Contract..... No.....
Dated: to execute (Name of Contract and brief
description of works) (hereinafter called "**the Contract**").

AND WHEREAS it has been stipulated by **COCHIN SHIPYARD LTD** (The Buyer - hereinafter
called "**CSL**") in the said contract that the Supplier shall furnish **CSL** with a Bank Guarantee for
the sum specified therein as security for compliance with the Supplier's obligations in accordance
with the Contract.

AND WHEREAS we have agreed to give the Supplier such a Bank Guarantee.

NOW THEREFORE we (Name of the Bank) having its Head Office at
.....(Address of Head Office) and acting through its branch office at
..... (Address of the executing branch) (hereinafter called "**the Bank**") hereby
affirm that we are the Guarantor and responsible to **CSL**, on behalf of the Supplier up to a total of
..... (amount of Guarantee)in words).

We, the bank, hereby irrevocably undertake to pay you any amount not exceeding in total the
Guarantee Amount upon receipt by us of your demand in writing accompanied by the following
documents:

1. Your signed statement certifying that the Supplier is in breach of his obligation(s) under
the Contract and the respect in which the Supplier is in breach.
2. Your signed statement certifying that the Supplier has been given a prior written notice by
email from you to make good the aforesaid breach and that the Supplier still failed to fulfill
the Contract within 30 days of such notice. A copy of such notice given by email to the
Supplier shall be attached to the demand for payment.

Any demand for payment should contain your authorized signatures which must be authorized by
your bankers or by a notary public.

We, the Bank, further agree that no change or addition to or other modification of the terms of the
Contract or of the Works to be performed there under or of any of the Contract documents which
may be made between **CSL** and the Supplier shall in any way release us from any liability under
this guarantee, and we hereby waive notice of any such change, addition or modification. We, the
Bank, further agree that any change in the constitution of the said contractor or the said bank shall
not discharge our liability hereunder.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed
|..... only).
2. This Bank Guarantee shall be valid up to (date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if CSL serve upon us a written claim or demand on or before(validity date) .

Any demand for payment under this guarantee must be received by us at this office during working hours on or before the validity date. Should we receive no claim from you by the validity date, our liability to you will cease and the guarantee will definitely become null and void whether returned to us or not.

Yours truly,
Signature and seal of the
guarantor:.....

Name of
Bank:.....

Address:
Date:.....

[1] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract and denominated in respective Dollars / Indian Rupees/Other Currency.

Health, Safety & Environment Contract Guidelines for OEMs /Turnkey jobs / Sub contract works inside CSL

Introduction

CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

CSL is committed to provide safe and healthy work environment for the prevention of work-related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety Management System and Environmental Management system under ISO standards/international standard.

Many of the works of CSL at various sites are executed by the sub-contractors. During these works, sub-contractor's personnel are likely to be exposed to different types of hazards. Similarly unsafe acts of contractors personnel may create hazards for CSL staff or workmen of other contractors working at the site. Such unsafe acts may also pose danger to the existing installations and even to members of public.

CSL ensures that the requirements of its HSE Management System are conveyed by contractors and their workers. This guide is prepared to facilitate safe working during execution of contract works. The General guide lines and HSE requirements are given below for compliance in CSL.

I. General guidelines

1. OEMs/Turnkey jobs /Contractors are selected to work inside the CSL based on their track record.
2. Along with the contract order/Registration, a copy of the HSE Safety Handbook (CSL/QMS/S&F/SOP 02) of CSL is given to all contractors. The details of all HSE requirements to be followed in CSL for the various types of work are detailed in the hand book. The OEMs/Turnkey jobs /Contractors shall go through all the details and strictly follow the relevant HSE guidelines for their work. In case of any doubt the same shall be clarified from Chief Safety Officer (CSO). Being ignorant of these HSE requirements will not be treated as an excuse for any HSE violations during course of work.
3. OEMs/Turnkey jobs /Contractors workmen are given a multilingual HSE induction and Emergency Response training. The individual passes for contractors and their workers are issued only after successful completion of this training. The passes are revalidated every year after successful completion of refresher training. Training requirements of other roles of the subcontractor's staff shall be complied as per the CSL requirements time to time.
4. Before start of any work, the CSL officer in charge explains the scope of work and the safety precautions, hazards, PPE usage as per PPE matrix of CSL, Work Instructions, SOPs, Emergency responses to the contractor and his workers. Only trained worker with

necessary skills are allowed to work as per the requirement. Necessary PPEs for the work are to be arranged by the contractor.

5. Workmen shall have Cotton coverall with identifiable logo on the dress. Supervisors, fire watch man if required, safety staff and other workforce shall be deployed as per CSL guide lines.
6. The site work supervisor of the OEMs/Turnkey jobs /Contractors shall be ensured that works are being carried out by CSL HSE requirements on daily basis and till the completion of works. The safe start and safe end requirements shall be verified by the site work supervisor on daily basis.
7. OEMs/Turnkey jobs /Contractors HSE performance will be evaluated on HSE matters as per the CSL policies time to time.
8. During the course of work if any HSE violation is noticed the same is dealt as per the Rewards and Reprimand (R&R) Policy of CSL.

II. HSE requirements

1. The OEMs/Turnkey jobs /Contractors shall take all safety precautions during the execution of awarded work and shall maintain and leave the site safe at all times. At the end of each working day and at all times when the work is temporarily suspended, he shall ensure that all materials, equipment and facilities will not, cause damage to existing property, personal injury or interfere with the other works of the project or Station.
2. The OEMs/Turnkey jobs /Contractors shall provide and maintain all type of lights, guards, fencing, warning signs, caution boards and other safety measures for vigilance as and where necessary or as required by the CSL officer-in-charge or Safety staff. The caution boards shall also have appropriate symbols.
3. Where Permit to work (PTW) is required, the work has not started without obtaining the necessary permit and the PTW requirements are followed strictly throughout the work.
4. For Project specific or non-routine work on the existing installations, separate Job Safety Assessment (JSA) is to be prepared by the contractor, cleared by the Dept in charge and approval obtained from CSO before start of work.
5. A separate HSE plan will be required for the new projects in the yard or any turnkey projects. It shall be in line with CSL HSE requirements and same shall be routed through respective S&F dept and approved by respective HOD.
6. OEMs/Turnkey jobs /Contractors shall hold toolbox talks with his workers on daily basis to convey matters regarding the Safety aspects of the work.
7. The OEMs/Turnkey jobs /Contractors shall plan his operations so as to avoid interference with other Departmental works and other Sub-Contractors at the site. In case of any interference, requires, coordination shall be sought by the contractor from the Department for safe and smooth execution of work. This shall be done through CSL executing officer.

8. The OEMs/Turnkey jobs /Contractors shall at all times keep their work spot, site office and surroundings clean and tidy from rubbish, scrap, surplus materials and unwanted tools and equipment. Welding cables, hoses and electrical cables shall be so routed as to allow safe way to all concerned.
9. All waste generated in course of the work shall be segregated as per the yard requirements and shall be disposed at the respective collection pallets / points of the work areas as the case may be. Any kind of pollution made by the subcontractor shall attract the reprimand proceedings.
10. All necessary precautions shall be taken to prevent outbreak of fires at the work site. Adequate provisions shall be made to prevent the possibility of fires and ensure the availability of fire extinguishers at site.
11. The OEMs/Turnkey jobs /Contractors shall be held responsible for non-compliance of any of the safety measures and delays, implications, injuries, fatalities and compensation arising out of such situations of incidents including statutory obligations.

Health, Safety & Environment Contract Guidelines for External vendors

Introduction

CSL is the largest public sector shipyard in India in terms of dock capacity, and caters to clients engaged in the defence sector in India and clients engaged in the commercial sector worldwide.

CSL is committed to provide safe and healthy working environment for the prevention of work-related injury and ill health by following the best practices in safety. CSL is certified Occupational Health and Safety Management System and Environmental Management system under ISO standards/international standard.

Some of the manufacturing activities are carried out by external vendors outside the CSL Campus to meet our business requirements. This guide is prepared to facilitate a safe work environment during the execution of such jobs by the vendors happening outside the CSL campus.

CSL shall exercise the controls to ensure the basic requirements of HSE Management System are met by the external vendors at their work sites. This guide is prepared to facilitate safe work environment during execution of such contract works. The General HSE guide lines are given below for compliance at their work site.

The External vendors shall ensure the following at their work place:-

1. Safety procedures to be followed in their process to be prepared and are vetted by CSL. The safety procedures are to be communicated to all concerned workmen.
2. List of PPEs for the various activities are defined and PPEs are being used by employees.
3. Competence levels of the workmen to be assigned for the various categories of work are defined and only competent / trained employees are employed. Key list of personnel to be available at the shop floor to monitor the same.
4. First Aid Boxes with adequate medicines are available and at least one first aid trained person is available in the unit during all working hours.
5. Adequate firefighting equipment's are available and are periodically tested. Employees are trained to use the firefighting equipment's.
6. Adequate ventilation and lighting is provided in the unit.
7. Housekeeping and waste disposal are given due attention always.
8. Walkways are always clear at all times.
9. Safety audit along with CSL safety officer is carried out once in 12 months as per the audit plan and corrective/preventive actions are completed at the earliest.
10. All statutory regulations are complied with (Factories Act, IE Rules, and Pollution Control etc) and records are to be made available.
11. Ensure all lifting equipment's /pressure vessels are tested every year by external party and all hand tools by internal party
12. External vendors certified OHSAS 18001 / ISO 45001 are required to submit their valid certification to CSL and the above requirements are not applicable.

PRE CONTRACT INTEGRITY PACT

COCHIN SHIPYARD LIMITED **MATERIALS DEPARTMENT**

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the month of, between, on one hand, the President of India acting through Deputy General Manager, Cochin Shipyard Ltd (CSL) having its registered office at Cochin, Kerala India (hereinafter called the “PRINCIPAL”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First part and M/s.....represented by Shri....., Chief Executive Officer (hereinafter called the “BIDDER/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second part.

WHEREAS the PRINCIPAL proposes to procure and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company / Government undertaking / partnership/registered export agency, constituted in accordance with the relevant law in the matter and the PRINCIPAL is a Government of India PSU performing its functions on behalf of The President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the PRINCIPAL to obtain the desired said stores/equipment/item at a competition price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:-

Commitments of the PRINCIPAL

- 1.1 The PRINCIPAL undertakes that no official of the PRINCIPAL, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting on implementation process related to the contract.
- 1.2 The PRINCIPAL will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 The officials of the PRINCIPAL will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
- 2 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PRINCIPAL with full and verifiable facts and the same is prima facie found to be correct by the PRINCIPAL, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PRINCIPAL and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PRINCIPAL the proceedings under the contract would not be stalled.

Commitments of BIDDERS

2. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-
- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract of any other contract with the government for showing or forbearing to show favour or disfavor to any person in relation to the contract of any other contract with the Government.
- 3.3 BIDDERS of foreign origin shall disclose the name and address of their Indian agents and representatives, if any and Indian BIDDERS shall disclose their foreign principals or associates, if any.
- 3.4 BIDDERS shall disclose the payments to be made by them to their Indian agents/brokers or any other intermediary, in connection with this bid/contract and the payments have to be in Indian Rupees only.
- 3.5 The BIDDER further confirms and declares to the PRINCIPAL that the BIDDER is the original manufacturer/ integrator/authorized agent of the stores/equipment/items and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, pass on to others, any information provided by the PRINCIPAL as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL, or alternatively, if any relative of an officer of the PRINCIPAL has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee or the PRINCIPAL.

4. Previous Transgression

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify; BIDDER's exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money (Security Deposit)

5.1 While submitting commercial bid, the BIDDER shall deposit an amount **NIL** (to be specified in RFP) as Earnest Money as applicable/Security Deposit, with the PRINCIPAL through any of the following instruments:

- (i) Bank Draft of Pay Order in favor of CSL.
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the PRINCIPAL on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PRINCIPAL shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money if applicable/Security Deposit shall be valid upto the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PRINCIPAL, including warranty period.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the PRINCIPAL to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6 Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PRINCIPAL to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any; compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/ Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL and the PRINCIPAL shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

- (iv) To recover all sums already paid by the PRINCIPAL, and in the case of an Indian BIDDER with interest thereon at 2% above the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% above the LIBOR (London Inter Bank Offer Rate). If any outstanding payment is due to the BIDDER from the PRINCIPAL in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PRINCIPAL, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PRINCIPAL resulting from such cancellation/recession and the PRINCIPAL shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in the future bidding processes of CSL for a minimum period as deemed appropriate, which may be further extended at the discretion of the PRINCIPAL.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The PRINCIPAL will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the PRINCIPAL to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be binding on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes this Pact.

7 Fall Clause

7.1 The BIDDER undertakes that it has not supplied/is not supplying similar product/systems/items or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems/items was supplied by the BIDDER to any other Ministry/Department of the Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the PRINCIPAL, if the contract has already been concluded.

8 Independent Monitors

8.1 The PRINCIPAL has appointed Independent Monitor (hereinafter referred to as Monitor) for this Pact in consultation with the Central Vigilance Commission.

Mr. Om Prakash, IPS (Retd),
Flat No. D-801, Prateek Stylome,
Sector-45, Noida,
Uttar Pradesh – 201301
Mob: 9818564455
Email: Ops2020@rediffmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the PRINCIPAL.

8.6 The PRINCIPAL accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unlimited access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The PRINCIPAL will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to the designated Authority of PRINCIPAL /Secretary in the Department/ within 8 to 10 weeks from the date of reference or

intimation to him by the PRINCIPAL /BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9 Facilitation of Investigation

In case of any allegation of violation of any provisions of this pact or payment of commission, the PRINCIPAL or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER. The BIDDER shall provide necessary information and documents in English and shall extend all possible help of the purpose of such examination/inspection.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extent law in force relating to any civil or criminal proceedings.

12 Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid; the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13 The parties hereby sign this Integrity Pact at.....on.....

PRINCIPAL

Name of the Officer

Designation

Dept./MINISTRY/PSU

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1.....

2.....

Witness

1.....

2.....

* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER in regard to involvement of Indian agents of foreign suppliers.

[TO BE PUBLISHED IN THE GAZETTE OF INDIA, EXTRAORDINARY, PART II, SECTION 3, SUB-SECTION (i)]

Government of India
Ministry of Finance
(Department of Revenue)

Notification No. 02/2021- Central Tax (Rate)

New Delhi, the 2nd June, 2021

G.S.R.....(E).- In exercise of the powers conferred by sub-section (1), sub-section (3) and sub-section (4) of section 9, sub-section (1) of section 11, sub-section (5) of section 15, sub-section (1) of section 16 and section 148 of the Central Goods and Services Tax Act, 2017 (12 of 2017), the Central Government, on being satisfied that it is necessary in the public interest so to do, on the recommendations of the Council, hereby makes the following further amendments in the notification of the Government of India, in the Ministry of Finance (Department of Revenue) No.11/2017- Central Tax (Rate), dated the 28th June, 2017, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i), vide number G.S.R. 690(E), dated the 28th June, 2017, namely:-

In the said notification, in the Table, -

(a) in serial number 3, against items (i), (ia), (ib), (ic) and (id) in column (3) , in the conditions in column (5), in the fourth proviso, in the Explanation, after clause (ii), the following clause shall be inserted, namely-

“(iii) the landowner-promoter shall be eligible to utilise the credit of tax charged to him by the developer-promoter for payment of tax on apartments supplied by the landowner-promoter in such project.” ;

(b) in serial number 25,-

(i) after item (ia) in column (3) and the entries relating thereto, in columns (3), (4) and (5), the following items and entries shall be inserted, namely –

(3)	(4)	(5)
“(ib) Maintenance, repair or overhaul services in respect of ships and other vessels, their engines and other components or parts.	2.5	-”

(ii) in item (ii) in column (3), for the word, brackets, figures and letter “ and (ia)”, the brackets, figures, letter and word “,(ia) and (ib)” shall be substituted.

2. This notification shall come into force with effect from the 2nd day of June, 2021.

[F. No. 354/53/2021-TRU]

(Rajeev Ranjan)
Under Secretary to the Government of India

Note: - The principal notification No. 11/2017 - Central Tax (Rate), dated the 28th June, 2017 was published in the Gazette of India, Extraordinary, vide number G.S.R. 690 (E), dated the 28th June, 2017 and was last amended by notification No. 02/2020 - Central Tax (Rate), dated the 26th March, 2020 vide number G.S.R. 221 (E), dated the 26th March, 2020.



Report ID: GEM/GARPTS/02082021/P0C2KM3YXGBR

Report Name: preparation and painting by rope access

Generated By: Ravish M G , Department of Public Enterprises , Ministry of Shipping

Generated On: 02/08/2021

Valid till: 01/09/2021

GeM Availability Report and Past Transaction Summary

GeM Availability Report and past transaction summary report is generated based on the specifications searched by the Buyer. The specification may be modified appropriately for searching relevant categories on GeM. Buyer may navigate to GeM category page by clicking on the category link to view category specifications and products/services available in the category.

Order Count and Order Value displayed is on a cumulative basis since GeM inception.

1. Search String: preparation and painting by rope access

Search type: Product

1. There are categories available on GeM matching your requirements (as listed here). You can create a bid on GeM with a product closest matching your required specifications and add additional parameters in specifications through Corrigendum using RMS functionality.
2. If you feel that category TP needs updating you can submit category updating request also through RMS.
3. If you do not want to use any of the above option and want to proceed for procurement outside GeM, please suggest the specifications of the required product for creation of new category on GeM for future procurement.

Search Result: Category available/suggested on GeM but marked as "not matching requirements" by the buyer with undertaking as under:

It is certified that I have thoroughly checked all probable categories suggested by GeM and I am satisfied that the product required is not covered / does not fall in any of the suggested categories and can not be procured under any of these categories even after inclusion of List of Values(LOV) wherever possible in category specifications of suggested categories. It is also certified that the technical specification requirement are such that these can not be covered even by adding specification parameters using ATC in any of the GeM suggested categories. The specifications of the required product have been uploaded in RMS vide RMS request no LIB17791584 which may be taken up by GeM for new category creation.

		Order Count	Order Value (in Lakhs)
--	--	-------------	------------------------

Category Name	Catalog Count	Direct Purchase	Reverse Auction	Bid	Direct Purchase	Reverse Auction	Bid
Emporium Products	9,053	64,364	20	274	9,041	62	767