

**Swan Defence And Heavy Industries Limited**

Pipavav Port, Post - Uchhaiya, Via - Rajula, Dist. - Amreli, Gujarat - 365560, India.

Fax No: +91 (2794) 661100, Phone No: +91 (2794) 661000

**Request for Quotation (RFQ)**

To,	RFQ #	1	RFQ Date:	23.01.2025
	Offer No.:		Offer Date:	
	Last Date for Submission of Offer:		28 Feb 25	

Dear Sir / Madam,

Greeting from SDHI. We are Integrated Shipbuilding, Ship / Rig Repair & Conversion, Defence Ship Production, Offshore Construction and Heavy Engineering facility at the Port of Pipavav, Gujarat with the largest world class. We have requirement of following material/service. You are requested to furnish your best offer in the Enquiry Format.

Sr. No.	Item Code	Description	Unit	Quantity	Basic Unit Cost	Discount	Discounted Unit Price	Total Value
1		Top Concrete:-Dismantling of concrete including all necessary staging, scaffolding, platform, tools and tackles including disposal of the debris from site to lead up to 2.0km etc at all heights. complete as directed by EIC.	32	Cum				
2		Removing damaged concrete: Removal of existing affected, distressed, loose cover concrete including loose damaged concrete from all structural members up to beyond the corroded steel reinforcements to a depth of 10 mm minimum behind the reinforcement only at affected concrete (Good & sound concrete should not be chipped / damaged) by chipping / hacking with chisel and hammer or by mechanical means like light weight chisel hammer, pneumatic chippers, making saw cut at periphery to avoid feather edge for all height all necessary staging, scaffolding, platform, tools and tackles including disposal of the debris from site to lead up to 2.0km etc. complete as directed by EIC. Depth of chipping may vary from 20 to 200 mm	430	Sqm				
3		Rust Removal: Cleaning of rust / scales / corrosion from reinforcement bars should be carried out using rust remover, Reebakleens RR of Fosroc or equivalent, The material is to be applied to the rusted metal bar, using brush and leaving it to dry for 30 Min. & washing surface with fresh water as required to exposed reinforcement bar at all heights, including all material, labour, tools, temporary supports for structures,necessary staging, scaffolding, platform, tools and tackles,plant and machineries complete as per detail specification and as directed by Engineer-in-charge.	430	Sqm				
4		Anti Corrosive treatment to Steel: Providing & applying inhibition coats/system to exposed reinforcement bars & also new bars, after cleaning & removing scales and rust completely as specified in 1.4, Two component inhibitor Nitozinc Primer std. of Fosroc or MasterEmaco P130 of BASF or equivalent having specific gravity of 1.75 and solid content 57(+/-3) Adhesive bond strength > 1.5 N/mm2, 40 microns DFT per coat as approved by Engineer-in-charge and/or Consultant shall be used as per manufacturer's specification in two coats at all heights, including all material, labour, tools, temporary supports for structures, necessary staging, scaffolding, platform,plant and machineries, necessary surface preparation and necessary protection after and during work.	550	Sqm				
5		Additional Reinforcement for Jacketing and New RCC work :- Supplying, cutting, fabricating new CRS reinforcement Fe550 for Jacketing and New RCC work and providing additional steel reinforcement to compensate corroded reinforcement in existing member etc. and fixing with old existing reinforcement which was reduced to 15 % or more of its original diameter as required as provided in original structure and additional steels as required tying with 16 gauge annealed binding wire complete as per drawing and specifications for all heights including all material, labour, tools, temporary supports for structures, necessary staging, scaffolding, platform, plant and machineries,, plant and machineries, curing etc. complete as directed by Engineer-in-charge. <b>Basic rate of reinforcement steel: Approx. 60000 per tonne</b>	7	MT				
6		Rebarring Shear Connectors: Drilling holes into existing concrete structure for anchoring of new rebar with 8 mm dia. shear connectors at 0.5 Mt. c/c (or as per design recommendation) and fixing with anchor resin grout Lokfix P / Lokfix E 75 series or Emfix or pure epoxy resin based cartridge form chemical anchor material or Masterflow 935 of BASF or equivalent as per NF P 18-831 and NF P 18-836. Drilling hole for diameter: 12 mm, Drilling hole for depth: 80 to100 mm including cleaning, cutting, fabricating, chemicals, material, labour, tools, temporary supports for structures, necessary staging, scaffolding, platform, plant and machineries etc. complete as directed by Engineer-in-charge.	4000	Nos				

7		Spray applied mortar-Up to 150mm thick :- Providing and Applying Pre-packed cement based spray applied mortar/microconcrete of min M40 grade i.e minimum of 15 MPa at 1 day and 40 MPa at 28 day like SikaEmaço® S 810 or equivalent on damaged portion of slab bottom after cleaning the prepared surface with air, initially by using spray gun for reprofiling and finally finishing the same with trowel carefully compacting the same around the rebar and finishing to bring it in line with existing concrete surface on the slabs bottom at all height after applying epoxy resin based bonding coat as per manufacturer's specification, Item rate is inclusive of all epoxy resin based bonding coat, material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, curing etc. complete and as directed by Engineer-in-charge	372	Sqm				
8		Micro concrete Reinstatement for thickness more than 50mm for RCC members:- Providing and laying of special repair material micro-concrete for reinstatement of members having thickness of repair more than 50mm and jacketing, using Single component, high strength, high flow cementitious micro-concrete having compressive strength minimum of M40 at 28 days such as Renderoc RGL / RGS of Fosroc or EMCKRETE (MC Bauchemie), Sikarep Microcrete 4, blended with washed saturated surface-dry (SSD), graded, low absorption, high density, aggregates of size 3mm to 10mm at 50% by weight of micro concrete (if thickness is 100mm or more) and water as per data sheet and pouring into the shuttering if required than use birds peak type form work using suitable arrangement or if required using pumping device for uniform flow of Micro concrete. The side shuttering can be removed after Minimum of 24 hours, preferably 3 days and the bottom shuttering after 7 days ensuring proper bond between the micro concrete and existing concrete substrate at all heights, including all material, labour, tools, Centering and shuttering, temporary supports for structures, necessary staging, scaffolding, platform, tools and tackles, plant and machineries, curing etc. complete as directed by Engineer-in-charge	6	Cum				
9		Polymer Modified Mortar (Pre-Packed): Providing and Applying single component, high strength, fibre reinforced, thixotropic cementitious patch repair mortar that achieves compressive strength minimum of 15 MPa at 1 day and 45 MPa at 28 days and capable of applying up to 40mm to 50mm thick in single layer such as Renderoc SP40 of Fosroc or Master Emaco S 348 of BASF or Zentrifix GM2/GSE (MC Bauchemie) make or equivalent, to the prepared concrete area for thickness up to 50mm, after applying epoxy resin based bonding coat as per manufacturer's specification, before the bonding agent becomes tack free, initially by hand and finally finishing the same with trowel carefully compacting the same around the rebar and finishing to bring it in line with existing concrete surface on the columns, slabs, beam etc. at all heights, where the thickness of application is less than 50 mm in patches as per specification . Item rate is inclusive of all epoxy resin based bonding coat, material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, , curing etc. complete and as directed by Engineer-in-charge	220	Sqm				
10		Providing and applying on concrete surface epoxy based bonding layer SIKADUR 32 OR NITOBOND EP between old and new concrete with coverage of 0.3 to 0.5kg per sqm area., including preparation of surfaces of earlier laid and cured concrete strictly as per manufacturer's specifications for all depths/heights Item rate is inclusive of all material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, curing etc. complete and as directed by Engineer-in-charge.	160	Sqm				
11		Top Concrete: Providing, laying & curing in position machine vibrated M30 RMC concrete for various items and location as directed including finishing & admixtures in recommended proportion, retard setting of concrete, improve workability without impairing strength and durability and including fixing necessary inserts, embedded structural steel, leaving pockets and cutouts etc. complete at all heights / level. Item rate is inclusive of the all material, labour, tools, Centering and shuttering, temporary supports for structures, necessary staging, scaffolding, platform, tools and tackles, plant and machineries, curing etc complete and as directed by Engineer-in-charge.	32	Cum				

12	Protective Coating:- Providing , cleaning & applying one coat of Epoxy primer Sikaguard 67 & two coats (125micron DFT for each coat) of Sikaguard 63 with all labour, material, brush & other consumables, Abrasion area cover by Epoxy putty, removing all rust, dirt, dust, etc complete as per recommendation of the manufacturer for all heights. Item rate is inclusive of all material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, etc. complete as directed by Engineer-in-charge.	1450	Sqm				
13	Epoxy Injection Grouting: Providing and executing injection/pressure grouting in cracks, honeycombs and cavities in concrete structures by Fixing of Nozzles at various point of 14mm Dia with the Non Returnable nozzle of 12mm Dia. Pressure grouting using low viscous epoxy grout Conbextra EP10M of Fosroc or MC DUR 1264 of MC Bauchemie or Masterinject 1315 of BASF or Sikdur-55LPIN of SIKA having mix density 1050 kg/m3, Compressive Strength (ASTM D695)->50 N/mm2,Tensile Strength (ASTM C 304-97)-18 N/mm2, Flexural strength(BS 6319 Part 4)-55 N/mm2 IN 7 Days Pressure grouting shall be done at required pressure at all heights, including all material, labour, tools, temporary supports for structures, scaffolding, plant and machineries, etc. complete as directed by Engineer-in-charge.	435	Kg				
14	Providing and fixing sacrificial zinc anode to prevent initialization of corrosion of reinforcement in adjoining sound concrete due to chloride ingress by installing anodes from VECTOR Galvashield XP-1A- XP4 for patches at Min. 2 to 3 anodes / Sq.mt. area of concrete (Spacing of 300 to 600 mm depend upon steel density), as per manufacturer specification, covered with mortar with of resistivity less than of parent concrete on the cleaned reinforcement steel as per manufacturers specification before applying passivation coating at all heights and including of all material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, plant and machineries, etc. complete as directed by Engineer-in-charge.	830	Nos				
15	Rebarring Main steel: Drilling holes of min 4mm larger than new rebar diameter into existing concrete substrate for anchoring of new rebar and depth of Min. 10 times the diameter of rebar and fixing with anchor resin grout Lokfix (E 75) series or Lokfix P chemical anchor material Including cleaning, cutting, fabricating, chemicals, material, labour, tools, temporary supports for structures, scaffolding, platform, tools and tackles, plant and machineries, etc. complete as directed by Engineer-in-charge. (for 10 to 16mm Dia. of steel reinforcement)	1420	Nos				
Currency						INR	Value
Price Basis:				Excise Duty			
Payment Terms:		Payment 70% as per boq items price within 3 days of arrival of supplied material at site and balance payment within 15 days of RA bill submit		GST - 18 %			
Mobilisation Period:		60 Days		Total			
Completion/ Delivery Period:				Packing & Forwarding			
Inspection Terms				Freight			
Warranty / Guaranty		1 Year After Completion of Job		Certification Charges (If any)			
Bank Details:-				Mobilization/Demobilization Charges			
A/c No:				Insurance			
Bank Name:				Other Charges (If any)			
Branch Name:				Grand Total Amount			
In Words:							
<b>Any special terms:</b>							
<b>1. All offers should be submitted on or before due date of Enquiry, failing which the offer may be ignored.</b>							
<b>Authorized Signatory</b> Name: Designation: Company Name:							

# Swan Defence And Heavy Industries Limited

Pipavav Port, Post: Ucchaiya, Via: Rajula, Dist.: Amreli-365560  
Gujrat ( India )

## TECHNICAL EVALUATION OF PROFILE

### 1. Company Profile

- **Overview of the company:** Legal name, address, contact details, and years of operation.
- **Core competencies:** Specific expertise in civil works like construction, infrastructure, etc.
- **Certifications and licenses:** Relevant to construction and civil works.
- **Ownership structure:** Public/private, key shareholders or partners.

### 2. Relevant Project Experience

- **Project Portfolio:** List of completed and ongoing projects, detailing scope, size, location, and client.
- **Case Studies/Project Descriptions:** In-depth examples of similar civil works that demonstrate the vendor's capabilities.
- **Client References:** Contact details of previous clients who can provide feedback on completed projects.
- **Completion Certificates:** For major projects successfully completed.

### 3. Team and Key Personnel

- **List of Key Personnel:** Names, qualifications, and years of experience of the project managers, engineers, architects, and key site staff.
- **Resume/CV:** Detailed curriculum vitae of key team members.
- **Certifications/Training:** Proof of relevant certifications like PMP, LEED, etc.

### 4. Technical Methodology and Approach

- **Execution Plan:** Detailed technical approach for project delivery, including timelines, quality control, safety measures, and risk management.
- **Construction Methodology:** Specific techniques and methods used for civil works, including engineering design, material selection, etc.
- **Innovation:** Any innovative practices or technologies used in past projects.

### 5. Equipment and Resources

- **List of Equipment:** Machines and tools available for use, including excavation, concrete mixing, cranes, etc.
- **Ownership and Maintenance:** Details of owned vs. rented equipment and maintenance practices to ensure reliability.
- **Resource Availability:** Availability of manpower and subcontractor resources.

## 6. Quality Assurance & Control (QA/QC) Documents

- **Quality Control Plan:** Procedures and standards for ensuring the quality of materials and workmanship.
- **Test Certificates:** For materials and workmanship, proving compliance with industry standards.
- **Inspection and Testing Plan:** Approach for regular quality checks, inspections, and testing.

## 7. Safety Records

- **Safety Management Plan:** Health and safety protocols for on-site work, including risk assessments.
- **Accident Reports/Incident Logs:** Documenting any past safety incidents and corrective actions taken.
- **Safety Certifications:** Compliance with occupational health and safety standards.

## 8. Financial Capability

- **Financial Statements:** Recent audited financial reports to assess the financial stability of the vendor.
- **Bank Guarantees/Insurance:** Proof of financial backing and insurance coverage for projects.

## 9. Legal and Compliance Documents

- **Business Licenses and Registrations:** Proof of legal status to operate as a civil contractor.
- **Tax Compliance:** Certificates proving that the vendor is up to date with tax obligations.
- **Contractual Agreements:** Copies of contracts from previous projects to verify performance history.
- **Dispute History:** Any legal disputes or claims that could affect performance.

## 10. Sustainability and Environmental Impact

- **Environmental Compliance:** Documents showing adherence to environmental laws and regulations.
- **Sustainability Certifications:** LEED, ISO 14001, or any other relevant certifications.
- **Waste Management Plan:** Approach to handling construction waste, recycling, and reducing environmental impact.

## 11. Subcontractor Information

- **Subcontractor Agreements:** Contracts or letters of intent with key subcontractors, outlining roles, responsibilities, and terms.
- **Subcontractor Qualifications:** Documents verifying the qualifications and capabilities of any subcontractors involved.

## 12. Risk Management

- **Risk Assessment Reports:** Evaluations of potential risks for specific projects.
- **Mitigation Strategies:** Plans for managing and mitigating identified risks during construction.

## 13. Past Performance Evaluation

- **Performance Reviews:** Feedback and performance reviews from previous clients or project owners.
- **Penalties and Claims:** Information on any penalties or claims incurred during prior projects.

## 14. Certifications and Approvals

- **ISO Certifications:** For quality (ISO 9001), environmental management (ISO 14001), and other relevant ISO standards.
- **Industry-specific Certifications:** Any other certifications specific to civil engineering or construction.

These documents will be evaluated by a technical committee to assess the vendor's competence, reliability, and capacity to meet the project's requirements. Ensure that all documents are up to date and properly organized for easy review.

## Following Points to Consider by Vendor While Quoting

1. **Reinforcement Steel:**
  - CRS reinforcement steel must be of the following makes: Jindal, TATA, SAIL, JSW, Vizag.
2. **Binding Wire:**
  - Use GI binding wire for tying reinforcement steel.
3. **Cover Blocks:**
  - Standard cover blocks to be provided at the rate of 1 unit per square meter.
4. **Curing Compound:**
  - Use curing compounds of the following makes: Sika, Fosroc.
5. **Welding Rods:**
  - Use welding rod type 7018.
6. **Sand:**
  - Use yellow sand, specifically Bhogavo sand.
7. **Welder Qualification:**
  - Submit valid welder qualification certificates.
8. **Marking of Concrete Casting Date:**
  - The date of concrete casting must be clearly marked with paint.
9. **Flooring Slope Test:**
  - Conduct slope tests for flooring and ensure proper slope is maintained.
10. **Checklists:**
  - Submit both pre-pour and post-pour checklists for approval.
11. **Hand-Mixed Concrete:**
  - Hand-mixed concrete is strictly prohibited.
12. **Ready-Mix Concrete:**
  - Use ready-mix concrete for both plain cement concrete (PCC) and reinforced cement concrete (RCC).
13. **Site Mixing Equipment:**
  - Use of site concrete mixer machines and Ajax machines is not permitted.
14. **Honeycombing Rectification:**
  - If honeycombing is observed in concrete:
    - Remove loose concrete as identified during a joint inspection with the Client Engineer.
    - Apply a bonding agent such as Nitobond.
    - Follow up with GP-2 grout for rectification.
    - Cement must not be used for honeycombing rectification.

1. **Indent No** - 10009174
2. **Engineer-In-Charge for this job:** Mr. Manish Bagariya Mo. No.+91- 9016957353,  
E mail: manish.bagariya@swan.co.in
3. **Any Commercial clarification:** Mr. Chetan Patel, Mo. No +91- 9909084744,  
E mail: Chetan.patel@swan.co.in
4. **Service Period:** 60 Days
5. **Scope of work :** Restoration of Fender Wall.
6. **Payment Terms:** Payment 70% as per BOQ items price within 3 days of arrival of supplied material at site and balance payment within 15 days of RA bill submit.

#### **GENERAL TERMS AND CONDITIONS OF THE SERVICE CONTRACT**

##### **1. Definitions:**

For the purpose of this contract, the words and expressions listed hereunder shall have the meaning hereby assigned to them except where the context otherwise requires:

- 1.1. Company means: Swan Defence and Heavy Industries Ltd.
- 1.2. Contractor /service provider means: supplier who execute the work as per PO/ SO.
- 1.3. Service contract means: The contract awarded by the Company to the Contractor to execute the job as per the scope of work with the terms and condition.
- 1.4. Service contract works means: The works to be performed by the contractor under this Service Contract Agreement.
- 1.5. Contractor's representative means: The person appointed by the contractor as its duly authorised representative with respect to this contract.
- 1.6. Workmen means: contractor's personnel made available to the Company under this Service contract.
- 1.7. Sub subcontractor means: The party on whom contractor offloading the entire/part work to third party.
- 1.8. Effective date means: The date on which this Subcontract comes into existence after signing of both parties.
- 1.9. The date of commencement means: Date of deployment of manpower with gate pass and commencement of work as per notice to proceed issued by HOD.
- 1.10. The date of Completion means: The date on which the contract services supposed to be complete in all respect by the contractor as per the date mentioned in service contract and duly agreed by both the parties.
- 1.11. Job Card means: The document issued by HOD duly accepted and signed by the contractor with all the details required to complete the work includes start date, end date, list of workmen, skill set, location of job, material required, list of contractor tools and list of tools, equipment's and consumables to be supplied by the contractor and any other details as required as per nature of job.
- 1.12. Temporary Gate Pass means: The permission issued to enter the yard by HR department to the workers of contractor for a period of 3 days to complete all necessary formalities required to issue the work permit to start the work.
- 1.13. Skill Passport means: Issued by Training Centre against each and every worker of the contractor after testing the skills and qualifying the tests according to the contract requirement, as per the standard and procedures of the company norms.
- 1.14. Work Permit means: The permission issued to contractor workers by HR Department to enter the yard for the period of contract or 60 days whichever is earlier, after verification of all statutory documents submitted by contractor including police verification, pre-medical check-up report, Bank account and Aadhar card details of each worker along with copy of job card and skill passport and any other documents required as per contract labour management guidelines. (All necessary formats attached). No subcontractor workers will be allowed to commence the work without authentic work permit.
- 1.15. Notice to proceed means: Permission issued by HOD to the contractor to commence the work.
- 1.16. Parties means: The Contractor and & The Company SDHI.
- 1.17. Site means: Swan Defence and Heavy Industries Ltd.

##### **2. Purpose of the contract**

The purpose of the contract is to define the terms and conditions under which the contractor shall perform the contract Works

##### **3. Issue of service contract**

All service contracts will be issued through electronic media (E-mail) only to the contractor. No hardcopy of the service contract will be issued to the contractor.



#### **4. Acceptance of service contract**

Contractor shall return one copy of this service order, duly endorsing 'Acceptance', with official stamp/seal & signature of the authorized representative as token of acceptance by him, within 3 days of the receipt of this Service Contract. However, in case acceptance as mentioned above is not received by the contractor within 3 days of date hereof, it shall be deemed as your acceptance and shall be binding to the contractor.

#### **5. Procedure for commencement of the work**

5.1. On receipt of the service contract, the contractor shall approach to the concerned HOD for issue of the job card.

5.2. On receipt of the job card from HOD, the contractor shall approach to HR department with the list of workmen required to start the work.

5.3. HR department will issue the temporary gate pass for three working days to complete the documentation formalities.

5.4. List of documents required for processing the work permit : police verification, pre-medical check-up report, Bank account and Aadhar card details of each worker along with copy of job card, skill passport and any other documents required as per contract labour management guidelines.

5.5. The contractor workmen will go through medical check-up and safety training by HSE department.

5.6. After qualifying Safety and medical fitness tests the contractor shall approach to Training Centre for skill assessment of each and every worker by the training centre.

5.7. On qualifying skill test, training center will issue skill passport against each worker.

5.8. All the necessary documents shall be submitted by contractor to the HR department to Verify and issue the work permit.

5.9 HR will issue work permit for the period of the contract as per the service contract or 60 days whichever is earlier. This work permit will be further extended, if required with the consent of HOD/SCM, as per the requirement of the job completion.

5.10 On the receipt of work permit for all the workmen of the contractor, the contractor will report to HOD.

5.11 Only competent workmen shall be allowed to execute the work in the shipyard and HOD will Issue the notice to proceed to the contractor to perform the work in case unsuitability of the workman.

#### **6. Commencement of work**

Contractor should start the work as per the time schedule given in the work order without any delay. In case the contractor failed to start the work as per the schedule of the work order, the company has rights to cancel the contract and award the contract to alternative party.

#### **7. Time Schedule for Completion of the Work**

Prompt Service and time shall be the essence of this Service Contract. Strict compliance to these requirements is vital part of the Project completion. During the course of service if any additional costs is arising from contractor's inability to complete the work or there is delay in job completion as per the completion schedule as specified in the Service Contract, which leads to late delivery or delay in service and if such affects the production as a part or whole which leads to loss to the Company SDHI. The contractor shall be PENALISED as per sole discretion of the Company and amount will be deducted from the invoices of amount which is to be paid to the contractor.

#### **8. Extension of Service Contract**

The contractor will not be authorized to continue the work after the expiry of Service Contract unless the same is extended at the sole discretion of the company.

#### **9. Liquidated Damages cum Penalty**

In the event, the CONTRACTOR fails to deliver the services within the stipulated time period given in the Service Contract, the contractor will be liable to attract the penalty cum Liquidate Damage at the rate of 0.5% of total Service Contract value for

the delay of each full week or part thereof, 5% maximum of the Service Contract value. However incase work is delayed due to work front is not available for any reason and certified by the concerned HOD, the necessary amendment shall be issued by the company.

#### **10.Termination of Service Contract**

10.1 Company reserves the right to terminate the service contract in full or in part after giving two week notice in writing and if no satisfactory reply is given within this period the contract shall stand terminated .The company is having discretion not to disclose the reasons for termination of the contract .

10.2 In case the contractor fails to complete the job beyond the penalty period of 5 week after actual date of completion of the Service Contract, unless such period is extend by the company the penalty will be charge @ 5% as per clause No. 8 and Service Contract stand automatically been terminated after completion of 5 weeks beyond the date of completion of the Service Contract. Bills submitted by the contractor for the uncompleted work will not be considered for the payment and no payment will be released for the part job carried out by the contractor.

#### **11.Stoppage of Work**

The company may stop the work or reschedule the work any time due to some unavoidable circumstances partly or fully for a short time or long time. However, contractor has no right to stop the work without written permission from the company. In case the work stopped by the contractor due to any reason without prior written permission from company, company reserves the right to cancel the contract partly and fully and get the work done by the alternative vendor with risk and cost of the contractor.

#### **12.Offloading the job to third party**

Contractor may assign the entire contract or portion of this service contract to experienced sub-contractors only after taking written clearance/permission from company. contractor shall however be remained fully liable for all time for the performance of his obligations under this contract. Failure on the part of his Sub Contractors shall not absolve the subcontractor's from their duties and responsibilities under this service contracts.

#### **13.Tax Indemnity**

Service Contract Price is all-inclusive. All taxes are deemed to be included in the Service Contract unless otherwise specified in the Service Contract. The contractor shall indemnify and hold harmless Company and Co-ventures from all taxes and duties, insurance and any penalties thereon. TDS as applicable will be recovered from contractor bills. TDS Certificate will be issued quarterly in year.

#### **14.Insurance**

Contractor shall take insurance policy at his own cost for third party insurance & suitable insurance policy for his men & materials. For all insurance policies the contractor shall be responsible for settlement of the claim with the underwrites without any liabilities on the Swan Defence & Heavy Industries Ltd. waiting for settlement of insurance claim, at contractor's own cost & this shall arrange the comprehensive insurance policy for workmen's compensation. At the time of assignment of this contract and also at the time of submission of invoices the contractor shall produce proof to the satisfaction of the contractor.

#### **15.Job completion certificate**

On completion of the job in all respect, the job completion certificate shall be obtained from concerned HOD. The job completion certificate is main supporting document to be attached with the invoices for processing payment. Without the job completion certificate the invoices shall not be processed for payment. No invoice should be submitted to user department directly.

#### **16.Payment of Wages to the worker**

All workers working under the contractor is required to make the monthly wages by the contractor through bank (ECS) immediately within 3 days from the date of receipt of payment by the contractor and the contractor should submit the documentary proof of

banker's report for transferring the monthly wages payment to the individual bank account of each worker.

#### **17. Inspection and Approval**

The contractor shall provide required services as specified in Work Order and it may be inspected & tested by the Authorized representative of Company's QC/ Approved Classification society/Owner on completion of job/ at the time of delivery. The service rendered shall be subject to company inspection upon delivery and if rejected due to non-compliance with the requirements of this W.O, the cost of material & repair cost shall be borne by contractor's cost at their risk and Cost. Company reserves the rights to levy penalty up to 25% of the W.O value in case of rejection of the JOB which was rendered and necessity to re-work and or penalty as per desecration of Swan Defence & Heavy Industries Ltd. authority.

#### **18. Variation**

Company reserves the right to make alteration to the W.O. No variation in this W.O will be accepted unless authorized by a formal Amendment Order by Swan Defence & Heavy Industries Ltd.

#### **19. Warranty and Guarantee**

Unless specified under the Service Contract to the contrary, the Guarantee Period for the service shall be 12 months from the Job Completion Date. Any job under this Service Contract is guaranteed by the contractor to be new and of the best quality obtainable, to conform in all respects to the terms and conditions stated therein, to be free from poor workmanship and defects and to comply with all applicable standards commonly accepted in the Shipbuilding industry. In case any fault in the Service due to bad workmanship or undue care while carrying out job, is observed during and after service before the expiry of the Guarantee Period, the contractor shall, with all possible speed and at no cost to Swan Defence & Heavy Industries Ltd, replace or repair the Material / Equipment's or any part thereof which in the opinion of Swan Defence & Heavy Industries Ltd. contractor shall also reimburse any transportation and other charges incurred by company in effecting such replacement or repair. The foregoing shall not diminish or alter Company rights under law or equity.

#### **20. Address of Submission Invoice**

20.1 Submission of Invoice: All invoice along with the job completion certificate duly approved by Engineer in Charge and HOD, to be submitted at the bill submission counter at SCM in Swan Defence & Heavy Industries Limited -Pipavav. All bills should be submitted in triplicate, out of which one copy of bill shall be issued back to the contractor duly signed and stamp by receiving authority at bill submission counter as an acknowledgment of the receipt the bill for the record of the contractor. Bill should not be submitted anywhere other than bill submission counter at SCM in Swan Defence & Heavy Industries Limited -Pipavav. Any bill submitted other than bill submission counter, bill not be process for payment. In such case Swan Defence & Heavy Industries Limited management will not be held responsible for payment.

20.2 Details of the Invoice: All invoices shall be prepared in the name of Swan Defence & Heavy Industries Limited -Pipavav containing invoice No. and Date, Name of the vendor and vendor code, service contract No. and date, Work start date and work completion date, Name of Department, Project, Description of service with item code, GST No. and Service category, taxes, levies and duties shall be shown extra, if applicable. Any increase in the rates of taxes, levies and duties beyond delivery period stipulated in Service Contractor shall be to your account.

20.3 Address to Submit Invoice: Invoice Submission Counter, SCM, Swan Defence & Heavy Industries Limited, Pipavav Port, Post: Uchhaiya, Via: Rajula, Dist.: Amreli-365560, Gujarat, India.

#### **21. Intellectual Property Rights**

contractor shall indemnify and hold harmless Contractor, its successors, Employees, Directors' and assigns and agents from and against any and all claims, losses, damages, liability, suits and demands arising from actual or alleged infringements of any intellectual property rights in connection with the Supply, except where such claims arise out of work and material furnished in accordance with drawings and specifications provided by Swan Defence & Heavy Industries Limited -Pipavav.

## **22.HSE and HR Issues**

In provision of Supply, contractor shall address all the issues related to Health, Safety, and Environment including but not limited to abiding by the applicable laws, its employees ' Health and Safety, selection of Environmental friendly materials, and Swan Defence & Heavy Industries Limited -Pipavav Policy shall be applicable. Contractor will take care of all the insurances of material/equipment and personnel, PF, and necessary documents, ID cards etc. as per rules, regulations of the Govt. & Company and maintain the same throughout the contract period. Safety of workman is contractor's paramount responsibility and contractor will follow all safety working practices, in which he will be helpful by Swan Defence & Heavy Industries Limited. All workmen shall be issued under Workmen's Compensation Act. HSE related special terms & conditions of contract (**QR No. - OP/14/HSE/WI/03/QR/01**)

## **23. Personal Protective Equipment (PPEs) :**

Contractor should provide all necessary personal protective equipments (PPE) to each and every worker before commencing the work in the SDHI yard. No workers will be allowed to start work without proper PPE. Incase if any worker found without PPE the worker will be remove from site and contractor will be penalize as per SDHI safety norms.

## **24.Force Majeure**

Notwithstanding any other thing contained anywhere else in the contract or PO (Purchase Order), In case the discharge of obligation under the contract by either party is impeded or made unreasonably onerous, neither party shall be considered in breach of the contract to the extent that performance of their respective obligation is prevented by an event of Force Majeure that arises after the effective date (PO date).

In the above clause, Force Majeure means an event beyond the control of the parties to the contract which prevents a party from complying with any obligation of the contract including but not limited to:

- a. Act of God (Such as but not limited to earthquake, drought, tidal waves, floods etc.).
- b. War (whether war be declared or not), Hostilities Invasion, Act of foreign enemy etc.
- c. Rebellion, revolution, insurrection, civil war etc.
- d. Contamination of Radio Activity from any nuclear fuel or from any other nuclear waste or any other hazardous materials.
- e. Riots, commotions, strike unless restricted to the employees of supplier.
- f. Acts of terrorism.
- g. Other unforeseeable circumstances beyond the control of the parties and which the affected party cannot avoid even by using its best efforts.
- h. Cancellation of contract by customer.
- i. Change in law / government. Regulation making the performance impossible.
- j. Pandemic or Epidemic.

The party claiming to be affected by force majeure shall notify the other party in writing immediately without delay on the intervention and on the cessation of such circumstances.

Irrespective of any extension of time, if an event of force majeure occurs and its effect continues for more than 180 days the affected party shall have right to cancel the contract.

As soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, either Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its effect upon the performance of the Party's obligations under this Agreement.

The party shall, and shall ensure that its Subcontractors shall, at all times take all

reasonable steps within their respective powers and consistent with Good Operating Practices (but without incurring unreasonable additional costs) to:

- a) Prevent Force Majeure Events affecting the performance of the party's obligations under this Agreement.
- b) mitigate the effect of any Force Majeure Event and
- c) Comply with its obligations under this Agreement.

If the war like situation has developed in a country where a seller's works is located in this P.O. or there is political instability and Indian Embassy located in that country forbids or advises for not having any business dealing with the sellers located in such zone / region/ country, then SDHI reserves the right to cancel the order.

## **25.Settlement of Disputes**

Any dispute arising out of this Service Contract or terms thereof, if cannot be resolved through negotiation by the Parties; the same shall be resolved as per provision of Arbitration and Conciliation Act 1996 as amended by Arbitration and Conciliation Act 2015. The venue shall be Mumbai Jurisdiction: The courts Mumbai as the case may be shall have exclusive jurisdiction for the settlement of all disputes pertaining to this contract.

## **26.Law**

This Service Contract shall be governed by and construed in accordance with English Laws of India.

## **27.Confidentiality**

This Service Contract and all the documents related to the same shall be covered under this article and no contents of the same can be disclosed to third party without a written confirmation by the contractor Save as required by law, each of party shall safeguard, treat as confidential, and not use for the purpose of its own business any information, documents and materials which it acquires in connection with this Service Contract. The obligations of confidentiality shall survive the termination of this service contract at least for 5 years.

## **28.Indemnification**

The subcontractor shall undertake to indemnify the contractor from the violation of any act, regulation or laws if committed by him and his workers and for which any liability is imposed on the contractor. The sub-contractor at the time of signing of this contract understand that there is no master and servant relationship and the sub-contractor shall duly notify the contractor on demand the fulfillment of the provision of laws including but not limited to labour and industrial laws.

## **29.Announcements**

The parties shall agree as to the timing, from and content, prior to issuing any press release or otherwise making any public statement, with respect to the transactions contemplated by this service contract & to take prior approval of Swan Defence & Heavy Industries Limited -Pipavav.

## **30.Waiver**

Failure of either party to require performance of any provision of this Service Contract shall not affect such party's right to full performance thereof at any time thereafter, and any waiver by either party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned party.

## **31.Language**

All correspondence in connection of this service contract should be made only in English language and no other language correspondence will be accepted.

### **32. Correspondence Address**

contractors shall send all work order related issues to be brought to the following address

Vice President

SCM Department

Swan Defence & Heavy Industries Limited -Pipavav (EOU)

At: Pipavav Port Post - Uchhaiya, Tal: Rajula, Dist.: Amreli, -365 560, Gujarat, India.

### **33(A). Retention & List of Document**

One Time Registration Documents

Annexures ( Formats are attached for your reference)

PF Registration

Form A

Work Order/Agreement/Purchase order

Labour License (If applicable)

GST Registration

WC Policy(Local)

BOCW Registration (If applicable)

Partnership deed or Memorandum

KYC of one Partner or Director

Establishment PAN Card

Cancel Cheque of Establishment

PT Registration (Local)

Documents for Issuing Gate Pass

Gate pass Form (Format attached for your reference)

Form A

Police Verification

Aadhar Card

Form 11 (Format attached for your reference)

Form F (Format attached for your reference)

Employment Card (Format attached for your reference)

Monthly Basis Documents

1. Form-A(Workmen Register)

2. Form-B (Register of Wage) (Format attached for your reference)

3. Form-C (Register of Deduction) (Format attached for your reference)

4. Form-D (Register of Attendance) (Verified by department) (Format attached for your reference)

5. Bank statement with bank stamp.

6. PF challan (for this location)

7. PF ECR copy (for this location)

8. PF paid receipt

9. PT receipt (for this location)

And any other documents require by HR /ADMIN/SAFETY team to perform the work.

Retention (10 % of PO value) will be applicable to adhere the compliance and release based on submission of the documents from start to end of the work order / PO/LOI/CONTRACT.

### **33(B). Retention Money**

Retention of 5% of the Contract amount shall be deducted from the Running Account Bills and shall be paid after DLP of 12 month or against BG within 30 days after submission of final bill and no further claim certificate by contractor.

**\*Retention Money clause shall only be applicable for the Civil Service Contractors. For the other types of Service it shall not be applicable unless otherwise specified.**

### **34. PACKING**

The Goods must be properly packed and the package containing the Goods must be sufficiently strong to withstand rough handling from the supplier's site, and while in transit, storage to final delivery. All packing material for packing of the Goods will comply with Environment (Protection) Act, 1986, all relevant statutory requirements and regulations. If the Good is damaged and/or lost attributable to improper packing or inadequate protective measures the supplier will be liable for repair and/or

replacement of the Goods and/or part of the Goods free of cost to Buyer. Supplier should submit the test Report of Hazardous material (ROHS) in case of any.

### **35. Energy Efficient**

Supplier will ensure that all electrical supply and consideration will be energy efficient with 5 star rating.

### **36. Anti-Bribery Clause**

The Supplier agrees that it shall not engage in any form of bribery, corruption, or unethical conduct in connection with this Purchase Order. The Supplier warrants that no payments, gifts, or Favours will be offered or given to any employees, agents, or representatives of the Buyer or any third party in relation to this agreement. Any breach of this clause shall result in immediate termination of the Purchase Order and may lead to legal action.

Any other terms and condition shall be as per document number **SDHI/WC-GTC/001**.

### **37. NON-DISCLOSURE AGREEMENT.**

All Drawing and Technical Documents relating to the product or it's manufacture submitted by one party to the other, prior or subsequent to the formation of contract, shall remain property of the submitting party. Drawing, technical documents or other technical information received by one party, shall not without the consent of the other party, be used for any other purpose than that, for which they were provided. Such technical information shall not without the consent of the submitting party, otherwise be used or copied, reproduced, transmitted or communicated to a third party. Patterns supplied by SDHI will remain SDHI's property which shall be returned by the bidder on demand to SDHI. Bidder shall in no way share or use such intellectual property of SDHI to promote his own business with others or to gain a commercial advantage. SDHI reserves the right to claim damages from the bidder, or take appropriate action as deemed fit against the bidder, for any infringement of the provisions contained herein as available under law or equity.