

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डेन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड (A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE) (भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata - 700 024 61 Park Unit Address: 61, Garden Reach Road, Kolkata-700 024 Phone दूरभाष:(033) 2469-8100 to 8113, Web site वेब:<u>www.grse.in</u> CIN सी आई एन: L35111WB1934GOI007891

SERVICE LEVEL AGREEMENT (SLA) WITH NIT TERMS & CONDITIONS (NIT SLA)

To, M/s. Patel Engineering Works (Vizag) 207 Bake House, Nagindas Master Rd Ext Fort Mumbai 400001

Garden Reach Shipbuilders & Engineers Limited is a leading Warship Builders and Engineering Product Company, invites offer from M/s. Patel Engineering Works (Vizag) to submit single stage two part (Part I- Techno-Commercial & Part II- Price) bid through NIC portal for the work package as per following bid document:

NIT SLA No. निविदा संख्याः	SCC/DC/ST/ZOROASTER WP-1/048/ET-2080. Date	: 01.04.2024
Job Title कार्य का नाम:	"CONDUCT OF SHORT REFIT OF SCG ZOROASTER (WORK PACKAGE-I)" (to be executed as per SOTR No. GRSE/SR/SCGZ/01 Date: 22 Mar 24 [Annexure-I] with DL List.	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), GRSE Main Unit	

ARTICLE 1A अनुछेद-1A: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Bid submission Closing Date	03.04.2024	12:00 hrs.
निविदा जमा की अंतिम तिथी		
Tender Opening Date (Part I)	03.04.2024	16:00 hrs.
निविदा खुलने की तिथी		
(तकनीकी- वाणिज्यिकबोली भाग-।)		
Offer Validity Period minimum	90 days from date of opening of Tender (Part – I)	
ऑफर की नियुन्तम वैधता अवधी		

ARTICLE 1B अनुछेद-1B : COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS		
Tender Fee निविदा प्रपत्र मुल्य	Not Applicable for this tender	
EMD बयाना राशिजमा	Not Applicable for this tender	
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)	
PBG पी बी जी	As per payment term in SOTR/NIT	
Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job	
Billing Frequency बिल करने की अवधी	Stage wise Progressive Bill basis	

<u>Note:-</u>If any vendor other than **M/s. Patel Engineering Works Vizag** participates in this tender, then their offer will be rejected outright.

ARTICLE 2 अनुछेद-2: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र: Please find all enclosures as indicated below in GRSE website by clicking the link <u>http://www.grse.in/index.php/tender.html</u> and then click Enclosure to all sub-contracting activities :

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR with Enclosure) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub- Contracting Activities)
Annexure 3 संलग्नक-3	Format for - Integrity Pact (attached with NIT) To be submitted in Non-Judicial stamp paper of value not less than Rs.100/
Annexure 4 संलग्नक-4	Check List for Statutory Responsibility of Contractor
Annexure 5 संलग्नक-5	Check List for Bill submission
Annexure 6 संलग्नक- 6	Check List for Bid Submission
Annexure 7 संलग्नक-7	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	Special condition of contract (please refer <u>www.grse.in</u> \rightarrow Tender \rightarrow Enclosures Related to tenders of Sub-Contracting Activities)

Annexure 10 संलग्नक-10	Contractors Responsibility (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)		
Annexure 11 संलग्नक-11	Contractors Responsibility (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)		
Annexure 12 संलग्नक-12	General Requirement (please refer <u>www.grse.in</u> \rightarrow Tender \rightarrow Enclosures Related to tenders of Sub-Contracting Activities)		
Annexure 13 संलग्नक-13	PF, ESI declaration form (please refer <u>www.grse.in</u> →Tender→Enclosures Related to tenders of Sub- Contracting Activities)		
Annexure 14 संलग्नक-14	Guideline for Bank Guarantee (please refer <u>www.grse.in</u> → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)		
Annexure 15 संलग्नक-15	Format for - Bank Guarantee Format for SD (please refer <u>www.grse.in</u> \rightarrow Tender \rightarrow Enclosures Related to tenders of Sub- Contracting Activities)		
Annexure 16 संलग्नक-16	Format for PBG (please refer <u>www.grse.in</u> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)		

ARTICLE 3 अनुछेद - 3 : (A) DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज :

	Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	MSME/NSIC certificate, if any		
2	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, Copies of registration with PF, ESI authorities/ last challans etc.		
3	Integrity Pact (refer clause 1 of STAC at Annexure-2 and Integrity Pact format attached) – Annexure-3 of NIT.		

(B) DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं:

PHYSICAL SUBMISSION		
1.	Integrity Pact	Scanned copy to be uploaded along with the bid & original to be submitted within 03 days from opening of Part I bid

<u>Note:</u> Above mentioned original Negotiable Instruments as stipulated, to reach to **Ms. Debalina Chowdhury, JM(Contract), Contract Cell, GRSE 61 Park Unit, 61, Garden Reach Road, Kolkata-700 024** within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

ARTICLE 4 अनुछेद-4: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) Job Starting Date कार्य आरम्भ तिथी- The job is to be commenced immediately on receipt of LOI/LOA/PO (whichever is earlier) subject to site clearance and as per instruction of SR dept. LOI issued by CGM(SR) on 12.03.2024 to mobilise and commence the job.

(B) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय - Job is to

be carried as per priority given by GRSE and to be completed in all respect within scheduled time of **90 days** from the date of LOI.

Please note, time is the essence of this contract. During execution of work, the contractor shall ensure the timely mobilization of their equipment, adequate manpower and materials based on agreed work schedule. The contractor shall adopt necessary measures to avoid any delay in work progress.

(C) Quality Assurance Authority – SS, GRSE, Classification Society and Paint OEM.

ARTICLE 5 अनुछेद-5: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR (SOTR No.: GRSE/SR/SCGZ/01 Date: 22 Mar 24) at Annexure-1 and relevant enclosure with Defect List etc. and in case of doubt, instructions of the Engineer in-charge / nominated authority of GRSE (SR dept.) are to be followed.

PLACE OF WORK: - The work is to be executed in GRSE (RBD/MW/FOJ) or KPDD/KOPT premises. The job is to be undertaken in dry-dock/ afloat condition as per availability of the ship.

ARTICLE 6 अनुछेद-6: GUARANTEE & WARRANTEE गारंटी एवं वारंटी –

The CONTRACTOR shall give Six months guarantee for workmanship and material defects for items repaired/ overhauled and Twelve months guarantee for new installations (if any) under the contract from the Contract Completion Date (Contract completion date will be the date of Refit Completion date certified by GRSE/SS). The guarantee clause will also be applicable to the items repaired by the OEMs/PAC/ sub-contractor of shipyard. Any defects noticed during this guarantee period due to defective/ poor workmanship or sub-standard material shall be rectified free of cost by the CONTRACTOR or by the OEMs/PAC/sub-contractors under arrangements by the CONTRACTOR.

If within the period of warranty, the repairs reported by the CUSTOMER to have failed to perform as per the specifications, the CONTRACTOR shall either replace or rectify the same free of charge, within TWO WEEKS of notification of such defect received by the CONTRACTOR provided that the equipment are used and maintained by the CUSTOMER as per instructions contained in the Operating Manual. Record of the downtime would be maintained by user in logbook. Spares required for warranty repairs shall be provided free of cost by CONTRACTOR.

CONTRACTOR has to provide all necessary service and repair backup, during the warranty period of the repair at the CUSTOMER's base port at Seychelles or any Indian port.

ARTICLE 7 अनुछेद-7: PRICE मूल्य -

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. Price is to be quoted with all inclusive including taxes & duties etc. except GST. GST is to be indicated separately in the space provided in Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

Bidder should quote for all line items in price bid as per DL list/Price bid (Part-II).

ARTICLE 8 अनुछेद-8: ESCALATION मूल्य वृद्धी - Not Applicable. ARTICLE 9 अनुछेद-9: UNREASONABLE QUOTES अतर्कसंगत भाव - Not Applicable.

ARTICLE 10 अनुछेद-10: OFFER VALIDITY प्रस्ताव की वैध्यता-

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 days against valid reason.

ARTICLE 11 अनुछेद-11: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOR will not be accepted. However, in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations, after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE, then suitable loading for such deviation on the price quoted by the bidder will be considered (during TNC/CNC proceedings) prior to determine the price.

ARTICLE 12 अनुछेद-12: DETERMINATION OF L1 एल-1 का चयन - Not Applicable as the

tender in on M/s. Patel Engineering Works Vizag only.

ARTICLE 13 अनुछेद-13: BOQ बी ओ क्यु -

BOQ as part of SOTR (as per Defect list Enclosure-A of SOTR) given in the tender is tentative. It may vary according to actual requirement of job during the period of contract. The Bidder has to execute the required quantity at same rate and Terms & Conditions.

The detailed BOQ is as per SOTR (with Defect list (DLs) of SOTR) and **M/s. PEW** has to quote in **Totality (inclusive of GST)** considering the same in NIC portal as below:

SI. No.	Job Description	Qty	UOM
1	Work Package - I Defect List under Vendor scope as per Enclosure-A of SOTR	1	LS

NB: i) UOM = Unit of Measurement, ii) LS = Lump Sum.

Relevant DLs to be referred as per SOTR and price bid.

Detail of DLs is as per SOTR. BOQ will be as per Price breakup template.

Detail of BOQ (as Enclosure-A of SOTR) and terms is as per SOTR (SOW) - Annexure-I attached with the tender.

ARTICLE 14 अनुछेद-14: OPENING OF BIDS निविदा खुलना -

Part I (techno-commercial) bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

ARTICLE 15 अनुछेद-15: MICRO & SMALL ENTERPRISES सूख्छम एवं छोटे उद्योग - Not Applicable.

ARTICLE 16 अनुछेद-16: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य

- Not Applicable as the tender is on M/s. Patel Engineering Works only.

ARTICLE 17 अनुछेद-17: ELIGIBILITY CRITERIA पात्रता के मापदंड - As per term of SOTR.

ARTICLE 18 अनुछेद-18: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

- 1. Before submitting a bid, M/s. PEW is expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
- 2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 03 day prior to bid closing date.
- 3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
- 4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
- 5. Generally, Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.

- 6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 02 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- 7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge/nominated representative of GRSE.
- 8. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
- 9. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during TNC, failing which the processing of bid will not be taken further.
- 10. Contractor will be responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
- 11. M/s. Patel Engineering Works is only allowed to submit the Bid under any capacity / status.
- 12. E-mail Address for communication संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

13. Independent External Monitors (IEM):

Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

- A. Shri Bam Bahadur Singh, Height-7; Flat No.1802, Uniworld City, New Town, Rajarhat, Kolkata-700160 bbsinghbeml@gmail.com
- B. Shri Pidatala Sridhar, IRS (Retd.) Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468 Street Number-6, Himayatnagar, Hyderabad-500029 <u>sridharpidatala@gmail.com</u>

14. Integrity Pact (समग्रताअनुबंध):

The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-3. The "Integrity Pact on Govt. issued Stamp paper of Rs. 100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.-1) in GRSE website/ Annexure-2 of the tender]

- 15. Difficulty in submitting the bid:
 - a) Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from Sri Ravikanth Panithy, DGM (SR), Mobile no. +91 75960 94155; e-mail: <u>Panithy.Ravikanth@grse.co.in</u> and from Sri Subrata Das, SM (SR), Mobile no. +91 91633 61811; e-mail: <u>Das.Subrata3@grse.co.in</u> prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Ms.
 Debalina Chowdhury, JM (Contract), GRSE (Main Unit), Mob: +91 9147162442, e-mail: <u>Chowdhury.Debalina@grse.co.in</u>
 - c) Any difficulty in submitting / uploading of e-tender or for any system help Mr. Saraswata Palit, SR. Manager (Purchase/E-Procurement, GRSE), e-mail/ <u>Palit.Saraswata@grse.co.in/</u> Mob: 99037 79626, may be contacted [Land line no: 033 24893902]

16. e-BID INSTRUCTION ई बिड के अनुदेश -

- a) M/s. Patel Engineering Works can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <u>https://eprocuregrse.co.in</u>; They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged.
- b) It is mandatory for all bidders to have class III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the linkhttp://www.cca.gov.in.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <u>https://eprocuregrse.co.in</u>; NIT document can also be downloaded from GRSE website <u>http://www.grse.in/index.php/tender.html</u>. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Nonacceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case M/s. Patel Engineering Works does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE website only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i)AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document **M/s. Patel Engineering Works** is advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.
- iii. To give **M/s. Patel Engineering Works** reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 19 अनुछेद-19: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

Following bid rejection criteria may render the bids liable for rejection:

- 1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- **2.** Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) / Commercial Negotiation Committee (CNC) of GRSE.
- **3.** Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- 4. Bid received without qualification documents, where required as per the tender.
- **5.** Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry/SOTR.
- 6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.

- **7.** Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 8. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- **9.** Bidder not submitting Integrity Pact as per requirement of the tender.

ARTICLE 20 अनुछेद-20: POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा –

i. Security Deposit प्रतिभूति जमा -

- a) An amount equivalent to 5% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.Ds/Bank Guarantees (in case of BG- with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to GRSE by the BG issuing Bank in Banker's sealed envelope addressing to concerned Ordering Authority failing which same will not be accepted. Details of BG should also be confirmed to Ordering Department, GRSE.
- c) S.D. amounts would be refunded / returned after successful execution of the job. The Contractor is to apply for release of their SD along with job completion certificate which has to be certified by competent authority of executing dept. of GRSE, through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

ii. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)-

Work done certificate will be issued to the Contractor (as per prescribed format) by concerned Engineer-in-charge/nominated authority by AGM(SR), GRSE/nominated officer for the job executed against each stage (stages as per payment term) based on clear inspection report by Quality Assurance authority as detailed in SOTR. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any other recovery/deduction is also to be indicated on WDC.

iii. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills to be raised in line with job stage recognition stated in SOR else on completion of tendered job. Bills are to be submitted with checklist for Bill Submission **(as per attached format at Annexure-5)** at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person / employee to whom bill is addressed, for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be concerned person of Ship Repair Dept./Bill certifying officer/DGM (Ship Repair).

iv. Payment Terms भुगतान की शर्तें:

The stage wise payment (with full GST) will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority CGM(SR) / Nominated officer of GRSE & supported with satisfactory Work Done Certificate. Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI, P.F and other labour oriented mandatory liabilities of the Contractor if work is undertaken inside GRSE premises.

(a) Stages of Payment will be as follows:

Stage-I : 10% payment will be released on submission of detailed QAP, BAR/PERT Chart as per refit completion schedule.

Stage-II: 10% payment will be released on dry docking.

Stage-III: 10% payment will be released on completion of 1st version of undocking and completion of all underwater works as per main work package including Steel renewal except area under keel blocks which shall be undertaken during IInd version of docking..

Stage-IV: 10% payment will be released on completion of IInd version of un-docking.

Stage-V: 20% payment will be released on satisfactory completion of basin trials and harbor trials of major machinery/equipment.

Stage-VI: 20% payment will be released on completion of following activities: On satisfactory completion of post refit trials and departure of the ship from the refitting firm minus the cost of deleted jobs and incomplete work.

Stage-VII: 20% payment will be released on following activities: within 60 days of satisfactory completion of refit against PBG of equal amount valid for 60 days after completion of guarantee period or on completion of all guarantee liabilities (whichever later) Note:

The Performance Bank Guarantee (PBG as per GRSE format)/retained amount of equivalent amount as above (at stage-VII) will be valid till expiry of Guarantee period plus sixty (60) days beyond guarantee period. Retained guarantee money / PBG will be released on getting certification by concerned authority (SR dept. through Contract Cell) of GRSE after satisfaction & after expiry of Guarantee period and on completion of all guarantee liabilities.

(b) Payment will be made on actual WDC certification basis.

(c) **Bill Certifying Authority**: CGM (SR), GRSE / his Nominated officer.

v. Liquidated Damages निर्णीत हर्जाना

The vendor will be liable to pay minimum Liquidated Damages @ ½% per week or part thereof on the undelivered work subject to a maximum of 5% of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with the Company.

vi. Risk Purchase जोखिम खरीद

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

vii. Fire & Safety Precautions (As applicable): -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer <u>www.grse.in</u>). You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and safety Guideline. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

Mandatory use of ISI marked PPE by Contractor Employees (As applicable): The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES		
SI. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	 (i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

LIST OF PPES

<u>Note:</u> Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

- viii. **Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी):** One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.
- ix. Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व) and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, one week in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension. However, vendor has to compete the job within given schedule as per instruction of concerned authority of GRSE.
- x. Please note that this is an extremely time bound job and requires proper scheduling and monitoring of each activity. Vendor is to maintain job register to log the activity for the job wet start time and completion time and also record major events interim. The hindrance register should be maintained as indicated.

- xii. Increase in quantity or introduction of items is strictly prohibited under any circumstances मात्रा में वृद्धी या प्रवेषण किसी भी परिस्थिती में अमान्य. However in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/concerned project head of GRSE, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.
- xiii. Secrecy of Information: All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Technical information, Drawings should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the GRSE. In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

xiv. Relationship between the Parties

Nothing in this NIT/POs constitutes/shall constitute any fiduciary relationship between GRSE and the Contractor or any relationship of employer-employee, principal and agent or partnership between GRSE and the Contractor.

No party shall bind the other party in any manner whatsoever except as agreed under the NIT and POs to be issued.

GRSE has no obligation to the Contractor except as agreed under the terms of NIT.

xv. Survival

The provisions of NIT in relation to Confidential Information, Non-Disclosure, Intellectual Property Rights and Ownership shall survive the expiry or termination of the Purchase order.

xvi.Entire Contract

The terms and conditions laid down in the NIT and all the annexure and appendices shall be read and construed in conjunction with the POs and shall form integral part of the POs to be issued to the bidder.

xvii. Cyber Security Secrecy

The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials complied or prepared in course of its rendering services under the POs secret and confidential and shall give a declaration indemnifying GRSE against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of breach or default by divulging Confidential Information to any other person or party those which will be acquired by the Contractor during operation and/or implementation of the POs

ARTICLE 21 अनुछेद 21: SUBMISSION OF BID बिड की पेशी -

- 1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
- 2. Financial bid of all the Techno-Commercially qualified bidders will be opened in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of financial bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet in E-procurement portal.
- 3. GRSE reserves the right to accept / reject the offer of **M/s. Patel Engineering Works** in full or in part without assigning any reason.

ARTICLE 22 अनुछेद 22: CONTRACT WORKMAN WAGE PAYMENT:-

- a. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- b. Payment of wages to the contractor's employee should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

ARTICLE 23 अनुछेद 23: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-4.

Debalina Chowdhury JM (Contract) Garden Reach Shipbuilders & Engineers Limited 61, Garden Reach Road, Kolkata – 700 024 Mobile: +91 9147162442

GRSE Ltd.	TECHNICAL SPECIFICATION	SOTR No.:
	FOR CONDUCT OF SHORT	GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
Prepared by:	Checked by:	Approved by:
Ravikanth Panithy, DGM (SR)	Cdr. Pinakesh Das, AGM (SR)	CGM (SR)

1. <u>INTENT</u>

SR-1 of SCG Zoroaster is required to be carried out at GRSE, Kolkata as per the scope of work received from MEA. SCGS Zoroaster arrived at Kolkata on 11 Mar 24 and refit should be commenced immediately as per the schedule promulgated by GRSE. You are requested to plan for mobilization of team accordingly and planned for dry-docking at GRSE MW/RBD/KPDD or any other appropriate dry dock at Kolkata in two versions for requisite docking period to complete U/W package & dry dock related activities as per refit work package. Apart from UW package, the ship will be positioned at GRSE MW/ FOJ / RBD/KPD/KoPT for balance jobs. The total refit duration is **scheduled for 90 days**. The entire refit package is to be completed within 90 days from the day of refit commencement date. The summary of SR Work Package-I is appended below. Detailed scope of work for each DL is placed at **Enclosure-A**. Shipyard reserves the right to offload complete or part of the work package to the vendor as per GRSE requirement.

Job Description	Defect List under Vendor scope as per Enclosure-A
Work Package - I	DL - 10001 to 10107 as per Enclosure-A DL – 30033 to 30038, 30149 and 30081 to 30083 as per Enclosure-A DL – 10108 to 10151 as per Enclosure-A

2. <u>CONTRACTOR'S SCOPE OF WORK</u>

- a) Conduct repairs of Hull/ Electrical/ Engineering equipment onboard as per defect list placed at Enclosure-A for the work package and conduct pre & post refit trials along with OEM representatives for specific equipment as per the scope of job. Details of pre-refit and post-refit trials shall be intimated separately for conduct at Kolkata/ Padadip/ Raichak/ Visakhapatnam or at any Indian base port.
- b) All tools and tackles with material for repairs are also to be arranged by the vendor for completion of refit. All the spares (Mandatory & Anticipatory) for routines of equipment/repairs are to be identified and mobilized with in refit period without affecting completion schedule of refit. Spares management to be undertaken in consultation with GRSE/SS as per scope of job specified for each DL(Enclosure-A).
- c) Repairs of hull structure will have to be conducted based on the assessment/ inspection and recommendations of class/ IRS. Vendor need

<u> Page 1 of 8</u>

GRSE Ltd.	TECHNICAL SPECIFICATION FOR CONDUCT OF SHORT	SOTR No.: GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
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to arrange third party inspection by Class for all necessary areas as per DL placed at Enclosure-A.

- d) Arrangement of Class / IRS surveyor where ever applicable as per scope of job w.r.t DL, conduct of UTG gauging, etc. will be within the scope of contractor.
- e) Contractor required to mobilize experienced manpower w.r.t department wise (Hull/Engg/Elect) and system wise on simultaneous manner to meet the completion schedule. All in way jobs for completion of reftt work package as per DL is under scope of vendor.
- f) CONTRACTOR shall prepare an exhaustive cost estimate and schedule for complete work package or part thereof, as the case may be (inclusive of material required for defect rectification) within the stipulated time, to enable GRSE to evaluate the estimate and schedule.
- g) Refit should be carried out by CONTRACTOR conforming to specifications of SOTR/DL.
- h) The CONTRACTOR shall give Six months guarantee for workmanship and material defects for items repaired/ overhauled and Twelve months guarantee for new installations (if any) under the contract from the Contract Completion Date (Contract completion date will be the date of Refit Completion date certified by GRSE/SS). The guarantee clause will also be applicable to the items repaired by the OEMs/PAC/ sub-contractor of shipyard. Any defects noticed during this guarantee period due to defective/ poor workmanship or sub-standard material shall be rectified free of cost by the CONTRACTOR or by the OEMs/PAC/sub-contractors under arrangements by the CONTRACTOR.
- i) If within the period of warranty, the repairs reported by the CUSTOMER to have failed to perform as per the specifications, the CONTRACTOR shall either replace or rectify the same free of charge, within TWO WEEKS of notification of such defect received by the CONTRACTOR provided that the equipment are used and maintained by the CUSTOMER as per instructions contained in the Operating Manual. Record of the downtime would be maintained by user in logbook. Spares required for warranty repairs shall be provided free of cost by CONTRACTOR.
- j) CONTRACTOR has to provide all necessary service and repair backup, during the warranty period of the repair at the CUSTOMER's base port at Seychelles or any Indian port.

<u>Page 2 of 8</u>

GRSE Ltd.	TECHNICAL SPECIFICATION FOR CONDUCT OF SHORT	SOTR No.: GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
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- k) Notice for Remedy/ Rectification of defects during Warranty Period shall be in writing and transmitted to each other by the fastest possible means.
- All applicable industry safety practices such as prescribed in Factories Act / governmental safety regulations applicable at GRSE would have to be strictly adhered to. Precautions for fire prevention have to be followed all the time.
- m) Conformity to quality specifications will have to be ensured through quality control activities that would include facilities, instruments, machines, labour and material for carrying out inspections/ trials of work undertaken.
- n) Refit planning and management activities will have to be undertaken in close coordination between both parties. Adequate resources would have to be devoted for monitoring and control in order to ensure completion of refit activities as per schedule.
- o) Quality Assurance & Quality Control: In order to assure the quality of repair/routines and exercise effective control, the work executed by the CONTRACTOR will be in accordance with GRSE/ CUSTOMER'S inspection schedule as applicable followed by preliminary, stage and final inspection. The repair work will be undertaken as per specified standards and quality norms. Ensuring and maintaining quality will be the responsibility of the Contractor.
- p) The CONTRACTOR shall submit a Quality Assurance (QA) Plan as applicable to the scope of work for approval of the GRSE/CUSTOMER. The approved QA plan will form the basis for inspection and acceptance of work executed by the CONTRACTOR under this contract. The CONTRACTOR shall submit detailed project plan/BAR chart with sub-contractors list including OEM/PAC firms within 05 days from the date of intimation from GRSE on contract finalization/issue of LOI/PO.
- q) Confidentiality clause/Non-disclosure agreement (NDA): Confidentiality clause/Non-Disclosure agreement shall have to be entered into.

An undertaking regarding protection of Intellectual Property Rights and return of issued drawings without reproduction and retention of any copies, shall also have to be furnished.

<u>Page 3 of 8</u>

GRSE Ltd.	TECHNICAL SPECIFICATION FOR CONDUCT OF SHORT	SOTR No.: GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
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r) Vendor to depute reps including OEM reps for trials (Pre and Post refit trials) as required as part of scope. Out-put of pre-refit/Post-refit trials to be shared to GRSE immediately upon completion of trials.

3. <u>GRSE SCOPE OF JOB/SUPPLY</u>

- a) Dry docking & Undocking of the ship
- b) Shore power supply
- c) Space for vendor for safe keeping material if docking is within GRSE/KPDD.

4. <u>CONTRACTOR'S SCOPE OF SUPPLY</u>

- a) Supply of all material including weld consumables and gas for hot work will be within the scope of supply of contractor.
- b) All material including paint for surface preparation and painting. All material and paint mentioned as Yard supply as per Enclosure-A to be arranged by vendor.
- c) CONTRACTOR to arrange compressed air for undertaking blasting & painting job for refit and for liquidation of DLs as applicable.
- d) Arrangement of staging (including staging material) for underwater hull painting / onboard repairs /wherever required for repairs and dismantling of same after completion of repairs.
- e) Welders deployed for welding should be qualified by Class/ IRS. **This is a mandatory requirement.**
- f) All tools & tackles including grinding M/c. welding machine along with accessories like cable, holder etc. gas torches, safety gadgets like welding screen, gas goggles, gloves etc. hoses etc. which will be required for erection. Transportation of material, erection aid & consumables are to be arranged by sub-contractor.
- g) Personal protective equipment for all workers. Safety Harness to be used while working at height.
- h) All the paint for under water/ship side/deck and other areas as per DL scope of job to be arranged by vendor as per the paint scheme.
- i) Vendor to provide portable DG of required capacity as per ships load requirement during the period of Dry dock/Afloat services as and ween required for undertaking trials of equipment/ships habitability requirement.
- j) Contractor to cater for provision of crane services as required for completion of refit for the respective packages
- k) All material and spares required for completion of DL/equipment wise scope of job for respective work packages.

Page 4 of 8

GRSE Ltd.	TECHNICAL SPECIFICATION	SOTR No.:
	FOR CONDUCT OF SHORT	GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
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I) Contractor to cater for provision of portable DG required for completion of refit for the respective packages as detailed below

Hull Package- During Docking and Undocking of the ship and undertaking trial of hull equipment as required

Engineering & Electrical package- For undertaking trials of equipment during non-availability of ships DA

m) Any other material not listed in Para 3 above.

5. WORKMANSHIP

a) Structural repairs conducted should be as per shipbuilding practice. Repairs are to be carried out as per approved QAP of Class/ IRS. Any structure having deformation or any welding/ structural defect beyond acceptable limits as per Class regulations will have to be rectified at no extra cost.

b) Application of paint has to be as per recommendations of Paint OEM. Paint OEM to be mobilized by vendor.

c) Suitably qualified personnel to be employed while attending to DL serials.

d) Contractor is to plan his work for the day, one day in advance and conduct inspection of area along with ship staff before deployment of workmen. It should be ensured that area where hot work is planned is cleared of all paneling and insulation. Site clearance in the form of hot work certificate need to be obtained by vendor from ship staff well in advance (one day prior) before commencement of activity. No hot work is to be commenced without clearance from ship. Contractor has to maintain cleanliness of compartment where they are working and clear the compartment/ work area of all debris/ by products of work before securing for the day and dispose them in designated areas within Shipyard.

e) Any damage caused on account of carelessness / poor workmanship has to be made good by the vendor at no extra cost.

6. INSPECTION

a) Inspection of structural repairs are to be carried by GRSE/Class / IRS surveyor/ Nominated agency of IN / ICG. Inspection to be offered to GRSE/SS/ agency of GRSE/SS.

b) Paint OEM has to be mobilized by Contractor for inspection during paint application. Warranty certificate for paints to be obtained from Paint OEM and shared with ship/ GRSE.

Page 5 of 8

GRSE Ltd.	TECHNICAL SPECIFICATION FOR CONDUCT OF SHORT	SOTR No.: GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
Group: SR Dept	(WORK PACKAGE-I)	Date: 22 Mar 24
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c) Non-destructive testing of welds are to be carried out as per the requirement of Class/ IRS.

d) OEM reps are to be mobilized as per requirement wherever applicable for testing/ trials etc.

7. REQUIREMENT OF SEA/HARBOUR TRIALS

Contractor is to plan for mobilization of nominated OEM reps for harbour trials, pre & post refit sea trials as per the requirement of ship for the respective work packages.

8. <u>MANPOWER</u>

Sub-contractor should indicate actual data in regard to following aspects:-

a) Skilled work force including no. of experienced marker, fitter, welder, gas cutter. Successful sub-contractor should undertake that these operatives will not be withdrawn jeopardizing the repair schedule/ undocking schedule.

b) Details about engineers and / or Supervisors to be employed for the work. Firm should provide suitable Site Engineer and Supervisor with proper knowledge of nature of work at all times.

c) All safety precautions/ PPE for workers and material handling is contractor's responsibility.

d) Work has to progress job onboard ship as per docking & undocking schedule and refit completion schedule to be maintained. The vendor should deploy sufficient manpower and ensure refit completion schedule.

9. PLACE OF WORK

The work is to be executed in GRSE (RBD/MW/FOJ) or KPDD/KOPT premises. The job is to be undertaken in dry-dock/ afloat condition as per availability of the ship.

10. JOB COMMENCEMENT & COMPLETION DATE

Job to be commenced immediately as per the schedule promulgated by GRSE. The job to be carried as per the priority given by GRSE and is to be completed to meet schedule promulgated by GRSE to complete total refit package within scheduled time of 90 days from the date of intimation/LOA/PO from GRSE/REFSTART as promulgated by GRSE.

Dry Docking is tentatively scheduled in last week of Mar 2024. Vendor to be ready for starting of underwater related works accordingly.

Page 6 of 8

GRSE Ltd.	TECHNICAL SPECIFICATION FOR CONDUCT OF SHORT	SOTR No.: GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
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11. COMMUNICATION LANGUAGE.

Language of communication and language on plans/documents shall be in English.

12. INSPECTION AUTHORITY

SS, GRSE, Classification Society and Paint OEM.

13. PAYMENT TERMS

The Payment for each stage as mentioned below shall be payable by GRSE to Contractor (excluding taxes) (Taxes, Duties and Levies at actuals) (Stage wise Completion Certificate to be filled up as per GRSE format wherever bills are raised in accordance with terms of payments).

Stage No.	Activity Definition	Stage Payment
I	On submission of detailed QAP, BAR/PERT Chart as per refit completion schedule	10%
II	On dry docking	10%
	On completion of Ist version of undocking and completion of all underwater works as per main work package including Steel renewal except area under keel blocks which shall be undertaken during IInd version of docking.	10%
IV	On completion of IInd version of un-docking	10%
V	On satisfactory completion of basin trials and harbor trials of major machinery/equipment	20%
VI	On satisfactory completion of post refit trials and departure of the ship from the refitting firm	20% minus the cost of deleted jobs and incomplete work
VII	Within 60 days of satisfactory completion of refit	20% (Stage Completion Certificate not required) (20% payment will be released against PBG of equal amount valid for 60 days after completion of guarantee period or on completion of all guarantee

Page 7 of 8

GRSE Ltd.	TECHNICAL SPECIFICATION	SOTR No.:
	FOR CONDUCT OF SHORT	GRSE/SR/SCGZ/01
Yard No: SCG ZOROASTER	REFIT OF SCG ZOROASTER	Rev:
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	liabilities (whichever
	later)

14. <u>MODE OF QUOTING</u>

While quoting vendor to indicate the lump sum rate for each DL as per Enclosure-A considering scope of job as per DL description and SOTR. Quote to be submitted as per price bid format provided in tender document. Breakdown cost for individual DL to be provided as per requirement of GRSE as applicable.

15. <u>QUOTATION FOR DL/OEM/PAC FIRM JOBS</u>

Vendor to quote for all DLs to be executed through OEM/PAC firms for mobilization/liquidation through respective OEM/PAC.

16. <u>GOW (GROWTH OF WORK)/ADDITIONAL WORK & SPARES</u>

Requirement of additional job or any additional spares arising for liquidation during the refit period other than scope of job as per work package is to be completed as per mutual discussion and accordingly order/amendment of existing order would be done for addition job executed. An additional 15% on basic contract value shall be considered against GoW/Additional work & spares.

WORK PACKAGE - I

ZOROASTER DEFECT LIST FOR SR-24

DL-I HULL DEPARTMENT

<u>Ser</u>	<u>Defect</u> List No	Type of Routines	Equipment Name	Description	<u>SS</u> Remarks
Make- P		opic Crane Irine Vietnam Co Ltd 5-4.0 S			
1.	10001	2Y1	Telescopic crane	Complete overhauling of entire telescopic crane along with all associated components to be undertaken during each refit.	DAN
2.	10002	2Y2	Telescopic crane	Load test of telescopic crane to be undertaken whenever overhauling is being done. Periodicity for load test not to exceed 24-27 months iawNCD-3910	DAN
	ent- Alumir //s GRSE	nium Gangway Ladde	er		
3.	10003	R-1	Aluminium gangway ladder	Replace the damaged components.	DAN
	ent- Vacuu I/s EVAC, F	m Toilet Sysytem (Pi ïnland	ping)		
4.	10004	HY-1	Vacuum toilet system (piping)	Carry out any of the following test with advice and in presence of yard rep: <u>Vacuum test</u> : -60 kpa vacuums is created in the pipe, all possible leaks are to be removed until leak is limited to +2kpa/h (i.e2kpa drop in pressure from -60 kpa to -58kpa during 1 hour). <u>Air Pressure test</u> : 300 kpa (3 bar) overpressure is created to the pipe section to be tested. All possible leaks are removed until leak is limited to 15kpa/h (i.epressure drops from 300 kpato285kpa during one hour). <u>Water Pressure test</u> : piping is filled with water and pressurized to 300 kpa (3 bar). No water leaks are allowed.	DAN

5.	10005	4Y-1	Vacuum toilet system (piping)	Complete overhaul of entire Sewage Transfer System.	DAN
	ent- RIB /s Fibroplast			· · · · · · · · · · · · · · · · · · ·	
6.	10006	R-1	RIB	Overhaul the RIB engine & Check for proper functioning. To be done during alternate refits/ Warrants engine overhauling based on engine running hours whichever is earlier	DAN
	ent- Black & 0 /s ROTO Pun	Grey pump (Tra np	nsfer Pump)		
7.	10007	R-1	Black & grey pump(transfer pump)	Complete overhaul of entire sewage transfer system.	DAN
8.	10008	R-2	Black & grey pump(transfer pump)	Inspect interior and exterior. Inspect & clean level switch.	DAN
9.	10009	R-3	Black & grey pump(transfer pump)	Inspect and clean control panel.	DAN
10.	10010	R-4	Black & grey pump(transfer pump)	Check coupling pins and bushes for wear	DAN
11.	10011	R-5	Black & grey pump(transfer pump)	Check coupling alignment	DAN
12.	10012	R-6	Black & grey pump(transfer pump)	Check holding down bolts for tightness.	DAN
13.	10013	R-1	Black & grey pump(transfer pump)	Complete overhaul of entire sewage transfer system.	DAN
14.	10014	R-2	Black & grey pump(transfer pump)	Inspect interior and exterior. Inspect & clean level switch.	DAN
15.	10015	R-3	Black & grey pump(transfer pump)	Inspect and clean control panel.	DAN

16.	10016	R-4	Black & grey pump(transfer pump)	Check coupling pins and bushes for wear	DAN
17.	10017	R-5	Black & grey pump(transfer pump)	Check coupling alignment	DAN
18.	10018	R-6	Black & grey pump(transfer pump)	Check holding down bolts for tightness.	DAN
	ent- Sewage /s EVAC, Fi	e Treatment Plant nland			
19.	10019	R-1	Sewage treatment plant	Inspect internally and externally for evidence of corrosion. Check security of mounting of treatment tank and sedimentation modules.	DAN
	ent- Ventilla //s GRSE	tion System			
20.	10020	R-1	Ventilation system	Blow through with LP air, ventilation trunking of all compartments other than all magazines and then examine for any crack/hole.	DAN
21.	10021	R-2	Ventilation system	Inspect interior of specimen trunks of system other than magazines.	DAN
22.	10022	R-3	Ventilation system	Interior of galley exhaust trunking from canopy to be cleaned (preferably by dismantling and immersing in degreasing bath) and preserved. Grips of trunking at weather decks, internal compartments etc to be examined.	DAN
23.	10023	R-4	Ventilation system	Vent flaps on weather decks with rubber coaming and hinges of flap doors to be inspected.	DAN
	ent- Anchor I/s Indian C	and Chain Cable hain Cable	, !		
24.	10024	R-1	Anchor & chain cable	Lay out cable, survey the entire length. All joining shackles to be break opened, clean, grease. Gauge the cable in consecutive links and record. Any links dia found below permissible limits are to be renewed. Mark the cable length. Lubricate anchor flukes for free movement. Examine blake slip, and associate fittings. Anchor & chain cables to be sweep blasted and painted as per CGBR- 382. Chain cable to be changed end to end.	DAN
	ent- Gemini /s Fibroplas				
25.	10025	A1	Gemini craft	Inspect the chocks of Gemini for proper seating. Any defect to be projected for rectification.	DAN
Equipme Make- M/		d appendages			
26.	10026	R-1	Hull & appendages	Wash and clean under water hull with hydro dynamic jet (3000 PSI) and brushes, then clean with F/W thoroughly.	DAN

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27.	10027	R-2	Hull & appendages	After cleaning examine the whole under water area paying particular attention to hull plating in the vicinity of Water Jets, sea chest and all other fastenings and wind water areas for signs of corrosion defects and damage. Class surveyor to be associated for all inspections.	DAN
28.	10028	R-3	Hull & appendages	Examine sacrificial anodes fitted on sea chests (11 nos), Protection tube - 09 nos and anodes fitted on water jets. Renew sea chest anodes whenever consumed beyond 50% and the anodes fitted on waterjets & protection tube are to be renewed as per the recommendations of RRMI.	DAN
29.	10029	R-4	Hull & appendages	Carry out UTG survey of underwater area paying particular attention to E/R, tanks, coffer dams, WB tanks, sludge tank and shaft areas and sea chests. Plate renewal to be done when ever thinned down beyond 20% and based on the recommendation of class surveyor as per the existing policy in vogue. Robotic scanning/UTG survey to be undertaken as per existing policy in vogue.	DAN
30.	10030	R-5	Hull & appendages	Di-electric shield to be examined for wear and damaged layer of resin/araldite. To be redone as per specification if damaged	DAN
31.	10031	R-6	Hull & appendages	Surface preparation and paint scheme to be done as per CGBR-382. Excising paint scheme for underwater and boot top area is FRC.	DAN
32.	10032	R-7	Hull & appendages	Hull to be blasted to SA 2.5 for 30 % of U/W area. Apply touch up paint scheme as per NCD	DAN
Equipme Make- M/		vater Fitting			
33.	10033	R-1	Under water fittings	Remove, examine and overhaul 10% U/W storm valves. Carry out pressure testing after overhauling(1.5 times of WP)	DAN
34.	10034	R-2	Under water fittings	Remove, clean and refit all sea chest grating <u>Note: -</u> 1. All U/W fittings (Echo sounder, EM log, tanks plugs) to be free from dock blocks. On docking clean the appendages and apply grease and cover with polythene before blasting commences. 2. Ship to project specific defect on completion of joint inspection of underwater hull.	DAN
Equipme Make- M/		eck (Exposed Dec	cks)	·	
35.	10035	R-1	Steel decks(Exposed decks)	Examine structure paying particular attention to plating. Inspect areas below portable fittings for corrosion and paint failure. Remove obscured structure and inspect the areas behind. Specific defect to be raised.	DAN
36.	10036	R-2	Steel decks(Exposed decks)	Hull survey/UTG reading to be carried out during refit.	DAN

37.	10037	R-3	Steel decks(Exposed decks)	Specific defects observed by above examination be projected. Scrap/ blast and apply paint as per paint scheme. Plates found thinned below 20 % be renewed on surveyor recommendation after UTG evaluation	DAN
38.	10038	R-4	Steel decks(Exposed decks)	Examine bi-metallic joint on weather deck to super structure paying particular attention to joints where failure of structure may occur.(Specific defects observed be projected by SS)	DAN
39.	10039	R-5	Steel decks(Exposed decks)	Scrap, clean/ blast the deck to bare metal at selected areas (30%). Touch up scheme be applied at those areas (Area to be projected by SS). Final coat of deck be applied	DAN
40.	10040	R-6	Steel decks(Exposed decks)	Complete deck to be UTG surveyed. Renew plating as required/ recommended by surveyor/ CGRPS. Entire deck to be blasted to bare metal and complete paint scheme to be applied. <u>Note</u> : Complete blasting & application of full paint scheme are to be applied on steel deck during alternate refits as per CGBR-382	DAN
Equipme Make- M		al Compartment			
41.	10041	R-1	General compartments	Inspect the structure by removing lagging/panelling or deck covering as sample at areas where corrosion is likely to occur. Check the thickness and specific defects be projected by SS.	DAN
Equipme Make- M	ent- Accom /s GRSE	odation			
42.	10042	R-1	Accommodation	Inspect the structure by removing lagging/panelling or deck covering as sample at areas where corrosion is likely to occur. Check the thickness and specific defects be projected by SS. Structure revealed by removal of fittings be repainted before fixing the portable fittings.	DAN
Equipme Make- M	ent- Galley /s GRSE				
43.	10043	R-1	Galley	Renew the grease filters if damaged, and clean the flue collector trunking.	DAN
Equipme Make- M		obbies and Passage	9S		
44.	10044	R-1	Flats, lobbies and passages	Inspect structures not covered by lagging or deck covering, paying particular attention to decks, boundaries, lower portion of bulkheads and structures obscured by fittings. Where lagging or deck covering is peeled,cracked, blistered lost adherence or structure is excessively corroded, clean to bare metal, dry the surface and recoat as per paint scheme	DAN

45.	10045	R-2	Flats, lobbies and passages	Sample areas where covered by lagging/panelling deck covering may be removed to assess condition of steel /al structure. Semi portable fittings be removed and inspected. Recoating of structure be completed before refitting of covering and portable fitting.	DAN		
	ent- Machiner /s GRSE	y Compartmen	ts				
46.			Machinery compartments	Clean all bilges, inspect the frames, girders and stiffeners etc. Any damage/defect found to be noted and projected for repair. Scrap, clean and dry the surface and touch up paint as per NCD	DAN		
47.	10047	R-2	Machinery compartments Scrap, clean and remove all flaked paint films to bare metal and area where paint failure occurred. Carry out UTG at critical areas. Renew as per recommendation of class surveyor. Apply paint as per NCD				
48.	10048	R-3	Machinery compartments Entire bilge areas of all machinery compartments to be cleaned, inspect al structures and associate class surveyor for survey.				
49.	10049	R-4	Machinery compartments	Entire bilge area to be scraped to bare metal, cleaned and dried to apply full paint scheme <u>Note</u> : - SS to project requirement of pipe line to be removed, portable fitments to be degutted for enabling survey in main defect list	DAN		
	ent- Jet Comp /s GRSE	partments					
50.	10050	R-1	Jet compartment	Clean all bilges, inspect the frames, girders and stiffeners etc. Any damage/defect found to be noted and projected for repair. Scrap, clean and dry the surface and touch up paint as per scheme.	DAN		
51.	10051	R-2	Jet compartment	Scrap, clean and remove all flaked paint films to bare metal and area where paint failure occurred. Carry out UTG at critical areas. Renew as per recommendation of class surveyor. Apply paint as per scheme	DAN		
52.	10052	R-3	Jet compartment	Entire bilge area of jet compartment to be cleaned, inspect all structures and associate class surveyor for survey.	DAN		
53.	10053	R-4	Jet compartment	Entire bilge area to be scraped to bare metal, cleaned and dried to apply full paint scheme <u>Note</u> :- SS to project requirement of pipe line to be removed, portable fitments to be degutted for enabling survey in main defects list.	DAN		
Equipme Make- M/	ent- Bathroon /s GRSE	ns/ WCs					
54.	10054	R-1	Bathrooms/Wcs	Remove all scuppers', drain pipes of bath rooms and toilets. Clean chemically and refit after pressure testing.	DAN		

				Note:- SS to specify the length and size of pipe lines	
55.	10055	R-2	Bathrooms/WCs	Examine structure not covered by lagging or deck covering, paying particular attention to deck boundaries lower area of bulkhead and ship side's areas around side scuttles. Portable or semi portable fittings and soil pipe trunk access plates are to be removed for examination of structure. Different section of pipelines area to remove at successive examination.	DAN
	ent- Void Sp /s GRSE	ace			
56.	10056	R-1	Void space	Examine the structure paying particular attention to the junction of framing with vertical plating, outer bottom plating and especially area not readily visible such as the back of framing and stiffeners.	DAN
57.	57.10057R-2Void spaceany loose or flaking paint and all signs of corrosion by scraping and wire brush Ensure all strainers and valves are clear and thoroughly dry before applying p scheme as per NCD		Dry out and inspect compartment structure for failure of paint coating. Remove any loose or flaking paint and all signs of corrosion by scraping and wire brushing. Ensure all strainers and valves are clear and thoroughly dry before applying paint scheme as per NCD	DAN	
Equipme Make- M	ent- Dirty Wa /s GRSE	ater Tank			
58.	10058	R-1	Dirty water tank	Dry out and inspect compartment structure for failure of paint coating. Remove any loose or flaking paint and all signs of corrosion by scraping and wire brushing. Ensure all strainers and valves are clear and thoroughly dry before applying paint as per NCD	DAN
59.	10059	R-2	Dirty water tank	Associate the class surveyor during internal inspection and project specific defect for repair. Apply paint as per NCD. Ensure all manhole covers are free of corrosion and intact at seating. Pressure tests the tanks after completion of repair.	DAN
	ent- Fresh W /s GRSE	/ater Tank			
60.	10060	R-1	Fresh water tank	Dry out and inspect compartment structure for failure of paint coating. Remove any loose or flaking paint and all signs of corrosion by scraping and wire brushing. Ensure all strainers, limber holes and valves are clear and thoroughly dry before applying paint as per NCD.	DAN
61.	10061	R-2	Fresh water tank	Associate the class surveyor during internal inspection and project specific defect for repair. Ensure all manhole covers are free of corrosion and intact at seating Pressure test the tanks after completion of repair. Apply paint as per NCD.	DAN
Equipme Make- M	ent- Lub Oil /s GRSE	Tank			
62.	10062	R-1	Lub oil tank.	Clean tank and examine interior surface for corrosion. Recoat paint as per specification	DAN

				Note:- Man hole cover gaskets and securing bolts to be inspected at every refit	
				and the defective ones to be renewed .	
	ent-Diesel Oil /s GRSE	Tank			
63.	10063	R-1	Diesel oil tank.	Clean the tanks, survey and repaintedif necessary. Note:- Man hole cover gaskets and securing bolts to be inspected at every refit and the defective ones to be renewed .	DAN
	ent- Grey Wat /s GRSE	er Tank			
64.	10064	R-1	Grey Water tank.	Survey compartments and structure after draining water. Pressure tests the tanks. If any leakage found to be rectified. Note:- Man hole cover gaskets and securing bolts to be inspected at every refit and the defective ones to be renewed.	DAN
	ent- ATU and /s GRSE	Fans			
65.	10065	R-1	ATU& FANS	Inspect structures not covered by lagging, paying particular attention to decks boundaries, lower portion of bulkheads and structures obscured by fittings.	DAN
66.	10066	R-2	ATU& FANS	Where paint is peeled, cracked, blistered lost adherence or structure is excessively corroded, clean to bare metal, dry the surface and re-coat as per paint scheme.	DAN
	ent- Magazine /s GRSE			· · · · ·	
67.	10067	R-1	MAGAZINE	50 % of pipe lines to be dismantled cleaned and defects if any to be rectified and pressure tested.	DAN
68.	10068	R-2	MAGAZINE	Operating valves to be overhauled and pressure tested and proved (<u>Note</u> : renewal of pipe if any are to be undertaken based on the pressure testing report.)	DAN
	ent- Store Roo /s GRSE	om			
69.	10069	A-1	STORE ROOMS	Examine structure not covered with lagging paying particular attention to decks, decks boundaries, lower area storages, racks and bins	DAN
70.	10070	A-2	STORE ROOMS	Examine all steel structure & chequered plate paying particular attention to the area under vertical supports & boundaries.	DAN
	ent- Cable Loo /s GRSE	cker			
71.	10071	R-1	CABLE LOCKER	Range out cable from cable locker. Remove portable perforated plates. Clear the sump and suction strainer and box. Examine structure in vicinity of cable clench,	DAN

				shipside, plates and bars, stiffeners etc. Specific defects if any be projected. Recoat after repair as per NCD			
72.	10072	R-2	CABLE LOCKER	Fix the cable to cable clench after applying XG 274 grease to D-shackle.Note:SS to physically witness the fastening process and record in shipsdata/ND data book.	DAN		
Equipme Make- M/	ent- Fresh Wat /s GRSE	er System					
				Remove 50% of system pipelines and valves. Clean and pressure test the lines and valves and fitted back.			
73.	10073	R-1	FRESHWATER SYSTEM	(<u>Note</u> : - SS to project actual length and size of pipes and size and type of number of valves (SD valve SDNR, bibcock/stop cock)	DAN		
74.	10074	R-2	FRESHWATER SYSTEM	Renew 50% of taps and isolating stop cocks in bathrooms, toilets and galley	DAN		
Equipme Make- M/	nt-EVAC Sea s GRSE	Water System					
75.	10075	R-1	SEAWATER SYSTEM	Strip, chemically clean and pressure test EVAC system pipes, re-galvanising where necessary.	DAN		
76.	10076	R-2	SEAWATER SYSTEM	Overhaul and pressure test all the EVAC system valves. Note: (i) ship to project actual size, length of pipes and size and type of valve. (ii) Renewal of pipe if any are to be based on the pressure testing reports	DAN		
Equipme Make- M/	ent- Firemain 3 s GRSE	System					
77.	10077	R-1	FIREMAIN SYSTEM	Remove and refit 100% of firemain valves	DAN		
78.	10078	R-2	FIREMAIN SYSTEM	Remove overhaul and pressure test all overboard valves	DAN		
79.	10079	R-3	FIREMAIN SYSTEM	25 % of total pipelines Chemically clean, pressure test and refit all system pipe lines	DAN		
80.	10080	R-4	FIREMAIN SYSTEM	25 % of pipelenes Chemically clean, pressure test and refit all sprinklers at magazine compartment. Renew defective sprinklers.	DAN		
Equipme Make- M/	nt- Scupper a s GRSE	nd drains					
81.	10081	R-1	Scupper and Drains	Strip, examine and refit and pressure test 50% of storm valves and pipes. Renew the leather seating. (size to be projected by SS)	DAN		
82.	10082	R-2	Scupper and drains	50% of deck drain pipes to be removed repaired and pressure tested. (actual size, length to be projected by SS).			
Equipme	nt- Life Buoy			· · · · · · · · · · · · · · · · · · ·			

Make- M	/s GRSE					
83.	10083	A-1	Life buoy	Reflecting tape to be replaced	DAN	
	ent- Inflatable /s Moloobhoy					
84.	10084	A-1	Inflatable life raft	Life raft to be surveyed/serviced when falling due Note: GRP containers are not to be painted by SS	DAN	
Equipme Make- M	ent- Towing H /s GRSE	ook				
85.	10085	A-1	Towing hook	Inspect all associated fittings and the structure in immediate vicinity, if necessary, chip off paint for close examination	DAN	
86.	10086	A-2	Towing hook	Conduct load test of towing slip and fitments as per required standards.	DAN	
Equipme Make- M		l stanchions ar	nd rigging			
87.	Guard rail stanchions and Check Ceremonial lighting rings fitted on weather deck for corrosion, if corroded		DAN			
88.	10088	0-2	Guard rail stanchions and rigging	Guard rail stanchions and Guard rail to be surveyed if fully deteriorated		
89.	Guard rail stanchions and Examine all stanchions and heal fittings for distortion and structure in the visibility		DAN			
Equipme Make- M		ide scuttles, de				
90.	10090	M-1	Fittings side scuttles, deck lights	Change all grease nipples on hinges where fitted and lubricate all working parts. Check that rubber sealings are free from oil, paints and grease. Grease to be used is LG 280	DAN	
91.	10091	6M-1	Fittings side scuttles, deck lights	Ensure that tumbler bolts clips and hinges pins of side scuttles. Dead light and square ports are freely operating. Ensure those tumblers bolts threads are easily operative. Ensure that dead light retaining pins are chained in position, ensure that rubber seating of side scuttles, deadlight and square ports are free from oil, paints and grease and that ships side frame is free from distortion.	DAN	
Equipme Make- M		oservation Win	dow			
92.	10092	A-1	Bridge observation windows	Check the windows seal and examine framing, if any defect, to be projected	DAN	
93.	10093	A-2	Bridge observation windows	Renew all seals of view glass in bulkhead and conduct hose test.	DAN	
Equipme Make- M		leats and stag	horn	· · · · · ·		
94.	10094	A-1	Bollard, cleats and stag horn	Survey visually to find any physical damage to the structure	DAN	

95.	10095	R-1	Bollard, cleats and stag horn	Any defect observed to be projected and rectified. On completion, load test be conducted iaw NCD-3910.	DAN	
Equipme Make- M/			•	· · · ·		
96.	96. 10096 R-1 Mast		Mast	Examine the structure paying particular attention to all areas where aberration is possible. Check mast for paint failure, structural damage etc. Doubtful areas where obscured structure, portable fittings may be removed for inspection.		
97.	97. 10097 R-2 Mast		Mast	Scrap, clean the mast to bare metal at selected areas. Touch up scheme be applied at those areas(Area to be projected by SS).Final coat of mast be applied Note: - Aluminium Structures are not to be blasted / hard tools not to be used for scraping or chipping		
Equipme Make- M/		Bulkheads areas	Exposed (Aluminium)			
98.	10098	A-1	Decks/ Bulk heads areas exposed (Aluminium)	Examine all structure paying particular attention to all areas where aberration is possible. Check bulkhead and ship side above main deck (bimetallic joint) for paint failure, structural damage etc. Check flag decks, ATU compartment, bridge areas and boundaries for corrosion and deterioration. Doubtful areas where obscured structure, portable fittings may be removed for inspection. Note:- Aluminium Structures are not to be blasted / hard tools not to be used for scraping or chipping.	DAN	
Equipme Make- M/	-	and stanchion				
99.	10099	A-1	Awning and stanchion	Examine awning overall for wear, chafe, or damage, paying particular attention to roping seam and lanyard. If awnings are not in use lay out and examine for deterioration, air and restores.	DAN	
100.	10100	A-2	Awning and stanchion	Examine awning, stanchions and stays, cleats, eye bolts , eye plates and structures in their immediate vicinity for distortion, corrosion and cracking of welds . Where Necessary chip or scrap off paint for closer examination. Note: Prior to stowing, examine all wires and blocks and tackles associated with awning for wear, damage and corrosion. Clean and recoat all wires with boiled linseed oil. Remove, clean and grease all shackles pins. Clean and grease bottle screws and work through limits.	DAN	
Equipme Make- M/	nt- Anchor	capstan	· ·	· · · · · · · · · · · · · · · · · · ·		
101.	10101	R-1	Anchor capstan	Dismantle the capstan, cable holder and lower the gear box. Strip down for examination of all bearing, bushes, shafts, gears, clutch and brake lining. Holding bolts to be removed and examined. On deck check oil and change every one year.	DAN	

102.	10102	R-2	Anchor capstan	Renew brake lining if the wear & tear is beyond permissible limits. Grease all pins and adjust / replace. Test the capstan on no load and then on load and prove.Load test capstan iaw NCD-3910 whenever any major jobs undertaken.	DAN		
	ent- Mooring			Periodicity for load test not to exceed 24-27 months.			
103.	10103	R-1	Mooring capstan	Examine the condition of work and worm wheel for signs of wear and misalignment. Check all guards are in place.	DAN		
104.	10104	R-2	Mooring capstan	Strip brakes, examine lining grease all pins, replace and adjust. Strip cable stoppers and grease all pins.	DAN		
105.	10105	R-3	Mooring capstan	Dismantle the capstan and lower the gear box. Strip down for examination of all bearing, bushes, shafts, gears, clutch and magnetic brake. Holding bolts to be removed and examined. On deck check oil and change every one year. Grease all pins and adjust / replace. Test the capstan on no load and then on load and prove. Load test capstan iawNCD-3910 whenever any major jobs undertaken. Periodicity for load test not to exceed 24-27 months.	DAN		
Equipme Make- M/	ent- Grey Wa /s GRSE	ater Tank					
106.	10106	R-1	Grey water tank	Dry out and inspect compartment structure for failure of paint coating. Remove any loose or flaking paint and all signs of corrosion by scraping and wire brushing. Ensure all strainers and valves are clear and thoroughly dry before applying paint as per CGBR-382.	DAN		
107.	10107	R-2	Grey water tank	Associate the class surveyor during internal inspection and project specific defect for repair. Apply paint as per CGBR-382. Ensure all manhole covers are free of corrosion and intact at seating. Pressure tests the tanks after completion of repair.			

ZOROASTER SHIP DEFECT LIST (I) - ELECTRICAL DEPARTMENT

<u>Ser</u>	Defect List No	Type of Routines	Equipment Name	De	escription		<u>SS</u> Remarks	
Make – M/s	t – Starters, Qty - 3 s Rolls Royce, EC 5v, 230V, Star Delt	C, Marine Electricals, R	WO-Veolia, Rochem, H	&H, Gea West, I	Palfinger, IMC, EVAC	c, Engie Axima		
1.	30033	R1	Starters	Check the co	rroded mounting base	es.		DAN
2.	30034	R2	Starters		oper operating of MCE enew defective compo		inits, contractors	DAN
3.	30035	R3	Starters	Check the ins	sulation of the cable.	•		DAN
4.	30036	R4	Starters	Check the co	ndition of the paint if r	equired, repaint.		DAN
5.	30037	R5	Starters	Carry out ove	erhauling of panel.			DAN
6.	30038	R-6	Starters	Calibrations of	of OLRs to be carried of	out by using CIT set		DAN
Details of S	Starters are tabula	ted below: -						
Ser		Equipm	nent		Make	Туре	No. Fitted	Location
(p)	Mooring Capstan	Starter Panel			M/s ECC	415 V,4 KW	01	Water jet Compartment.
(q)	Control Pedestal	for Mooring Capstan			M/s ECC	415 V, 4.0 KW	01	Quarter deck
(r)	Anchor Capstan (Control Panel			M/s ECC	415 V ,5.5KW	02	Navik's Bathroom
(s)	Control Pedestal				M/s ECC	415 V AC	01	Foxle
(t)	Crane Electrical C	Control Panel			M/s Palfinger	415V, 7.5 KW	01	Mounted On Crane
(u)	EVAC control par	nel			M/s EVAC	415V, 2.2 KW	01	STP
(v)	STP control pane	I including DC power co	ntrol cabinet		M/s EVAC	415V, 3.2 KW	02	STP
Equipment	t – General Motors	s, Qty - 57						

7.	30149	R1	General Motors	 a) Checking insul b) Painting of model c) Examine for recorrosion. Make (c) d) Balance of rote e) Repair of termine f) Replacements g) Preparation of 	tor impeller shaft & bear lood or replace as neces	ing housing for flaws, cracks or sary. cessary. and fitment.	DAN
ist of Mo	tors are tabulated b	elow: -					
_		Equipment motor	S	Rating	No. Fitted	Location	Remarks
Ser		=90.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.0.				50)(15)	
<u>Ser</u> (a)	ANCHOR CAPST	1 1		5.5 KW	02	FOXLE	
(a)	ANCHOR CAPST MACERATOR PL	AN MOTOR		5.5 KW 3.2 KW	<u>02</u> 01	STP COMPT	
(a) (p)		AN MOTOR MP MOTOR					
(a)	MACERATOR PL OVERBOARD PL	AN MOTOR MP MOTOR		3.2 KW	01	STP COMPT	
(a) (p) (q)	MACERATOR PL OVERBOARD PI VACUMRATOR	AN MOTOR MP MOTOR JMP MOTOR		3.2 KW 0.75 KW	01 01	STP COMPT STP COMPT	
(a) (p) (q) (r)	MACERATOR PL OVERBOARD PI VACUMRATOR	AN MOTOR MP MOTOR JMP MOTOR PUMP MOTOR – A PUMP MOTOR – B		3.2 KW 0.75 KW 2.2 KW	01 01 01 01	STP COMPT STP COMPT STP COMPT	

Equipment – Soni Hull, Qty - 03 Control Unit of each Water Jet and 09 transducers (03 each) Make – M/s NRG Marine Model –						
1.	30081	R1	Soni Hull	Check external transducer condition of sensor pins for build up or wear.	DAN	
2.	30082	R2	Soni Hull	check terminal block connections	DAN	
3.	2. 30082 R2 Soni Hull Check terminal block connections DAN 3. 30083 R3 Soni Hull Overhaul complete system and its subassemblies, if required carryout calibration. DAN					

ZOROASTER DEFECT LIST FOR SR-24

DL-II HULL DEPARTMENT

<u>Ser</u>	Defect List No	Equipment Name	Description <u>F</u>	
1.	10108	Life Raft	Life raft to be surveyed/serviced when falling due Note: GRP containers are not to be painted by SS. Qty-04	DAN
2.	10109	Towing Hook	Inspect all associated fittings and the structure in immediate vicinity, if necessary, chip off paint for close examination	DAN
3.	10110	Towing Hook	Conduct load test of towing slip and fitments as per required standards.	DAN
4.	10111	Bridge window observation window	Renew all seals of view glass in bulkhead and conduct hose test.	DAN
5.	10112	Miscellaneous	Modification of rack for storage of stores in Fore Peak Tank	DAN
6.	10113	Miscellaneous	RA for drilling of limber hole in various compartments (Fore peak compartment, grey water compartment, MER, AER and Water Jet Compartment) view water accumulated at various place.	DAN
7.	10114	Hatches	RA for chalk test of 08 in no hatches. If test found unsatisfactory then removed the rubber beadings	DAN
8.	10115	Doors	RA for chalk test of 11 in no Doors. If test found unsatisfactory then removed the rubber beadings	DAN
9.	10116	Mushroom Head	Fore peak tank mushroom head trunking corroded. RA for repair the same	DAN
10.	10117	Capstan	RA for renewal of brake pad of both capstans view perished	DAN
11.	10117	Capstan	RA for renewal of bottle screw of both capstan view damage. Qty-04	DAN
12.	10118	Rope rail	RA for renewal/repair of spring mechanism of rope rails view mechanism not working. Qty-04	DAN
13.	10119	Cables glands	RA for renewal of all cable glands view water ingress observed from the gland	DAN
14.	10120	Cold Lagging	RA for renewal of cold lagging in Bosun Store. Qty- 25 sq mtrs	DAN
15.	10121	Miscellaneous	Condense water of Air trunking falls in the compartments. RA for DR the same and also renew the lagging of the trunking view perished	DAN
16.	10122	Air Trunking	RA for repair of air trunking of Bosun store view trunking corroded	DAN
17.	10123	Miscellaneous	RA for renewal of microtek in different places (Stbd side main door lobby, Jr Sailor bathroom, Sr sailor bathroom, Dining hall and Galley) view microtek perished	DAN

18.	10124	Soft Patch	RA for repair of soft patch of MER view soft patch corroded	DAN
19.	10125	Boat Davit	RA for renew of sling, hook and shackle of boat davit view won out	DAN
20.	10126	Boat Davit	RA for load test of boat davit and sling to be carried out and issued a certificate post completion of test. (damage part to be renewed)	DAN
21.	10127	Miscellaneous	RA for renewal of rubber beading of MER ventilation flaps view damaged	DAN
22.	10128	Water Jet Compartment	RA for renewal of Clamped pipe of various place in water jet compartment.	DAN
23.	10129	ATU	RA for filter and coil cleaning of ATU view insufficient heat exchange	DAN
24.	10130	Miscellaneous	RA for welding of bi metallic joint of bosun store to be carried out view water ingress observed from the joint	DAN
25.	10131	Miscellaneous	RA for renewal of aluminum plate in the all bathroom and WC view damage	DAN
26.	10132	Grey Water Compartment	RA for renewal/ repair of air trunking of grey water compartment view trunking corroded	DAN
27.	10133	EVAC System	RA for DR for EVAC system are not working by sea water mode suspect sensor and circuit defective.	DAN
28.	10134	H2S Sensor	RA for fitment of fixed H2S sensor in the STP compartment to avoid personnel injury as per FOST guidelines.	DAN
29.	10135	EVAC Pump	RA for overhauling of EVAC pump view not developing sufficient pressure. Qty-02 renew all damage parts	DAN
30.	10136	Miscellaneous	RA for fixing and repairs of all the metal door view damage in the doors	DAN
31.	10137	Bilge Plate	RA for securing of all the bilge plate with suitable frames and hinges as per FOST Guidelines.	DAN
32.	10138	EVAC Pump	RA for overhauling of 02 in no of EVAC pump view not taking suction. Renewal of Pump required if declared BER	DAN
33.	10139	Grey Water Pump	RA for overhauling of grey water pump view coupling damage and not taking proper suction. Renewal of Pump required if declared BER	DAN
34.	10140	STP	RA for overhauling of push button of the toilets view damage push button. Renew required if declared BER	DAN
35.	10141	Camera	RA for degutting, renewal and fitment of Bridge front camera foundation view foundation corroded.	DAN
36.	10142	Sonihull	RA for faulty indicator of sonihull transducer fail alarm coming frequently (PV321186 WJ2)	DAN
37.	10143	Waterjet	RA for renewal of anode of all three waterjet as per FOST guidelines.	DAN
38.	10144	miscellaneous	RA for degutting, renewal and fitment of refractor light foundation view foundation corroded.	DAN
39.	10145	Miscellaneous	RA for repair the bulkhead plate deck connection view water ingress observed from bulkhead	DAN
40.	10146	Miscellaneous	ra for repair of mushroom head of EDA compartment view corrosion.	DAN

41.	10147	Miscellaneous	RA for renewal of all the timber shore as per CNAL list	DAN
42.	10148	STP	RA for renewal of EVAC pump with motors. Qty-01, Make- EVAC Type - V26, Part No. – 6555528, Max RPM – 3600	DAN
43.	10149	H2S sensor	RA for procurement of new fixed H2S sensor with control and monitor panel including circuit related accessories and fitment of the same in STP compartment, Qty-02 as per FOST guidelines	DAN
44.	10150	Portable H2S sensor	RA for procurement of new portbale H2S sensor with related accessories, Qty-01 as per FOST Guidelines	DAN
45.	10151	Grey water pump	RA for procurement of grey water pump. Qty-02, make-EVAC, model- MCCF011R2CD1Y	DAN



Job Title कार्य	"CONDUCT OF SHORT REFIT OF SCG ZOROASTER (WORK PACKAGE-I)"
का नाम:	(to be executed as per SOTR No. GRSE/SR/SCGZ/01 Date: 22 Mar 24 [Annexure-]] with DL List.
	.1

<u>STANDARD TERMS & CONDITIONS (STAC)</u> <u>मानक निबंधन और शर्ते (एसटीएसी)</u>

(1) INTEGRITY PACT समग्रताअनुबंध:

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

"The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract".

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

- (A) Vendor: Proprietor / Director / Authorized representative
- (B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/-. The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

The vendor has to submit Integrity Pact as per GRSE Format along with Technocommercial bid, wherever applicable as per NIT.

(2) MICRO & SMALL ENTERPRISE (सुक्ष्मऔरछोटेउद्यम) -

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the technocommercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs



and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.

c) Following facilities/benefits may be given to MSEs: -

(i) Exemption for payment of Tender Fee & Earnest Money Deposit.

(ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups-Certificate of DIPP is required to Claim the benefit)

d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.

(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.

(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.

(iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.

- e) <u>Non-Divisibility of Tender Items</u>: In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
 - (i) For proprietary MSE, proprietor(s) shall be SC/ST.
 - (ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- (3) <u>TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) Not applicable for</u> <u>this tender</u>
 - i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach



Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the technocommercial concurrence format.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

(4) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित) - Not applicable for this tender

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- **ii.** EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- **iv.** MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

vi. <u>Refund of Earnest Money Deposits (बयाना जमा की वापसी)</u>

- a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the



bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.

c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in **Clause 37** hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 - 1. Acknowledge the LOA/Order
 - 2. Furnish the required Security Deposit
 - 3. Non-performance of the contract by the Contractor

(5) VALIDITY OF OFFER (प्रस्ताव की वैधता) :-

Your offer should remain valid for a period of 90 days (as per terms of specific NIT) from the due date of the tender.

(6) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance/receipt of LOA or PO/as specified in the NIT. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.



(7) WORK DONE CERTIFICATE (W.D.C.) (命史 寅史 하म 하 प्रमाणपत्र) :- Firm will put up Work Done for certification to site engineer /PL /or as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

(8) BILL SUBMISSION(बिल प्रस्तुति):

On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually(as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

(9) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन): -

- a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
- b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

(10) <u>POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN</u> (ठेका श्रमिकों का पुलिस <u>सत्यापन) :-</u>

(a) Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.

(b) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.

(c) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.

(11) <u>GST REGISTRATION (जी एस टी पंजीकरण): -</u> The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.

(12) GUARANTEE PERIOD (गारंटी अवधि):-



Workmanship will be guaranteed for satisfactory performance for a period <u>as stated in</u> <u>NIT.</u> Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

(13) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु): - NA

a) Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. For break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

B. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु):

a) Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

b) The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.

c) The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

(14) **QUANTITY VARIATION (田**河 **)**: **As per term of NIT.** Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions up to variation (+/-25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

(15) UNREASONABLE QUOTESअतर्कसंगत भाव –

A. For Job Contract (कार्य संविदा हेतु) :

i) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be



forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

- ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.
- iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) (as applicable) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. <u>For Manpower Contract (श्रमशक्ति संविदा हेतु): NA</u>

- i) The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e PF, ESI etc.
- ii) In case the quoted price of the L1 bidder is found unreasonably low i.e does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

(16) **JOINT VENTURE (संयुक्त ऊधम) :**

The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:

- i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.
- ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.
- iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.



- iv) Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.
- v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.
- vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.
- vii) If selected, PO would be issued in favour of the JV.

(17) CONSORTIUM (अल्पकालीन संघटन): Not applicable for this tender

The bids submitted by a Consortium of two or more firms as partners shall comply with the following requirements:

- i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.
- ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.
- iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of



the contract and all other related documents shall be done under the supervision and involvement of the lead member.

- iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.
- v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
- vi). If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
- vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
- viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.
- ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.
- x) All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any



internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.

xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.

(18) MAINTENANCE OF MACHINES (यंत्रों का अनुरछण): - The maintenance of machines brought in by contractors are to be undertaken as per OEM recommendations. Certificate to this effect is to be rendered by the contractor.

(19) SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा) :-

- a) Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.
- b) However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.
- c) For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

(20) EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री) :-

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

(21) FIRE &SAFETY PRECAUTIONSअग्नि एवं संरक्षा सावधानियाँ: - The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer <u>www.grse.in</u>). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job



safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer <u>www.grse.in</u>). Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

- (22) <u>SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT</u> (सामग्री चालन उपकरण हेतु मार्गदर्शन): The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.

SI. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	 (i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

LIST OF PPES (पी पी ई की सूची)

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

(24) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO



45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

(25) ENERGY CONSERVATION (ऊर्जा संरक्षण): -

GRSE will provide power supply at free of cost for execution of job. The vendor should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001: 2011.

(26) **<u>GUARANTEE FOR RAW MATERIAL(अनिर्मित सामग्री की गारंटी)</u>: This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.**

a) Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.

b) Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

c) Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

d) During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.

e) For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

(27) MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण) : -

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan



clearly indicating whether the stiffeners are: -

- i) Temporary stiffeners supplied by vendor.
- ii) Sections of ABS quality supplied by GRSE.

(c) While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

- (28) **INSURANCE (** 句田): In case the sub-contracted job has to be executed at contractor's premises, the Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to following:
 - (i) Fire as per AIFT including EQ, STFI at Contractors premises.
 - (ii) Burglary including theft during Storage at Contractors premises.
 - (iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
 - (iv) Loading & unloading including TP liability at all fabricator's premises.
 - (v) Loss due to infidelity of contractors whilst in storage.
 - (vi) Spoilage of material by contractors by any accidental reasons whatsoever.

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

(29) <u>SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान</u> <u>प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड): -</u>

a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.

b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.

- c) Details of technical personnel deployed for the job.
- d) Monthly progress report.
- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.

g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidated damages.

h) Sufficient Supervisory Staff should be provided by the contractor during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to the contractor and loss incurred will be recovered from the contractor.



(30) WORKING HOURS (कार्य समय) :

The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same as per SOTR/NIT Terms.

(31) **RISK PURCHASE (जोखिम खरीद)**:

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

(32) INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता):

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

(33) **SECRECY OF INFORMATION (सूचना की गोपनियता):** -

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the Integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

(34) **REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण):**

The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.



(35) CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): -

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

(36) INSPECTION (निरीक्षण): -

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall coordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(37) CORRECTION OF ERRORS (त्रुटि सुधार):

Bids determined to be responsive will be checked by GRSE for any arithmetic error. Errors will be corrected by GRSE as follows:

- (i) For Manual Tendering: NA
 - a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) For Tendering through NIC Portal: NA

Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total



resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(iii) For Tendering through GeM Portal: -

Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(38) **FORCE MAJEURE (अप्रत्याशित घटना) :**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

- (39) **TERMINATION OF CONTRACT (अनुबंध की समाप्ती):** In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.
- (40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छत्ती):** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

(42) **ARBITRATION (मध्यस्थता): -**



- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii. The language of the proceeding shall be in English.
- (43) **JURISDICTION (न्याय अधिकार):** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.



- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- iii) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
- 1. For any discrepancy between SOTR/NIT (Notice Inviting Tender) and STAC, SOTR/NIT statement may be taken as final.
- 2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

INTEGRITY PACT

Between

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for "Name of the job:----------". The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s)/ or Contractors(s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1- Commitments of the principal

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contact execution.

c. The principal will exclude from the process all known prejudiced persons.

[2] If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

[1] The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third

person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant

IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for

purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Furthers details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the

Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.

e. The Bidder(s)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

[2] The Bidders(s)/ Contractor(s) will not instigate third persons to commit offences, outline above or be an accessory to such offence.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the extant procedure of the company.

Section 4- Compensation for Damages.

1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.

2) If the Principal has terminated the contract according to section 3, or if the

principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors.

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a

commitment in conformity with this integrity pact, and to submit it to the principal before contract signing.

2) The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section 7- Criminal charges against violating Bidder(s) Contractor(s)/Sub-

Contractor(s)

If the principal obtains knowledge of conduct of a Bidder, contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.

3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /Subcontractor(s) with confidentiality.
4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the contractor, The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.

7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.

8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word `Monitor' would include both Singular and plural.

Section 9- Pact Duration:

This pact begins, when both parties have legally signed it. It expires for the contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of GRSE. Section 10- Other provisions:

1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor) (name, designation & official seal)

Place

Date

Place.....

Date

Witness 1

(Signature)

(Name & Address)

Witness 2

(Signature)

(Name & Address)

Υ.

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form –ll	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note</i> : The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	Renewal of labour license	Form –II	Contractor	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	Notice for commencement / completion of work	Form-VII	Contractor / Principal Employer	The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department.
MAIN	TENANCE OF REGIS	STERS		
04	Employee Register	FORM – A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM – B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM – C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM – D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	Employment Card	Form – XII	Contractor	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	Service Certificate	Form – VIII	Contractor	To be issued by the contractor upon termination of employment / completion of work etc.
10	Wage-slip	Form – XIX	Contractor	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	Annual Return	Online Submission	Contractor	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year.

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN

SI. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	 Leave with Wages: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	 Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen.
		Contractor	2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.

SI. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	The ESI Act, 1948	Contractor	 Every contractor shall obtain the following: a) ESI Code No. of the firm (b) ESI code no. i.r.o of the workmen engaged by him (c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card).
		Contractor	2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month.
06	The Payment of Bonus Act 1965 & Rules	Contractor	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of ' <i>The Payment of Bonus Act, 19</i> 65' is to be maintained by the contractor for submission of Annual Return as per the Act.

RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

(i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).

(ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.

(iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).

(iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.

(v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.

(vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license. (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.

(viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)

- A.1 BTN (as per BTS System):-
- A.2 Invoice No and date / E-Invoice No. & Date
- (if applicable for the vendor) (Original & in triplicate)
- A.3 PO Number
- A.4 Name of Vendor
- A.5 Location of work:

MW / RBD/ FOJ/ TU / 61Park/Vendor's premises

	I. For RA Bill (Running/Progressive bill) (Put $$ Mark)	YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submittded as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
	II. Applicable for Final/Balance Bill (Put $$ Mark)			
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative with Seal/Stamp

For GRSE Use Only

В.	To be checked and verified by Bill certifying authority (Put $$ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet (SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put \sqrt{Mark})			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			

CONFIRMATION BY BIDDER and CHECKLIST FOR BID SUBMISSION

Annexure 6

NIT SLA No: Description: CONDUCT OF SHORT REFIT OF SCG ZOROASTER (WORK PACKAGE-I)

ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with Technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Adderss	
Contact Person with Desigation	
Contact details (Mob No. , e-mail ID)	
Proprietorship/Partnership/Pvt. Ltd./PSU/ Public Ltd. / (as applicable for the Bidder)	
Vendor registration no. with GRSE (if any)	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification /trade lisence/Memorandum/ others as applicable	
Registered Office or Branch Office address in Kolkata	
INTEGRITY PACT (as per Annexure 3)	
MSE Udyam (Mirco / Small) , NSIC if any	
PF Registration no.	
ESI Registration no.	
Average Annual Turnover of last 3 F.Y. ending on 31.03.2022/31.03.2023	FY 2019-20 - Rs FY 2020-21 - Rs FY 2021-22 - Rs FY 2022-23 - Rs Average of 03 years : Rs