



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

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Web siteवेब: www.grse.in, E-Mailई मेल: dey.ashimkumar@grse.co.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builder and Engineering Product Company, invites below mentioned Service Providers to submit single stage two-part (Part I- Techno-Commercial & Part II- Price) bids through e-tendering for the work package as per following bid document:

- | | |
|--------------------------------|--|
| i) M/s Elegant Engineering | vi) M/s Patel Engineering Works (Vizag) |
| ii) M/s S S Industries | vii) M/s Marinecraft Engineers Pvt. Ltd. |
| iii) M/s L & T Engineering Co. | viii) M/s Vrinda Engineers Pvt. Ltd. |
| iv) M/s P H Enterprise | ix) M/s Tech Mech |
| v) M/s Nazma Enterprise | x) M/s Navahko Engineering Projects |

Note:-If any vendor other than the above mentioned 10 vendors participates in this tender, then their offer will be rejected outright:

NIT No निविदा संख्या:	SCC/AKD/LT/EQUIPMENT SEATS /016/ET-1984 Dated: 23/06/2023
Job Title कार्य का नाम:	“SERVICES FOR FABRICATION & ERECTION OF EQUIPMENT SEATS WITH SUPPLY OF INDUSTRIAL GASES FOR ASW SWC SHIPS AT RBD UNIT”
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग)
Location of Work	GRSE Main Unit

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	26/06/2023	14:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	30/06/2023	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	30/06/2023	16:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	90 days from date of opening of Tender (Part – I)	

ARTICLE 2 अनुच्छेद-2: COMMERCIAL REQUIREMENT FOR THE NIT

निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	Not Applicable
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	Not Applicable
Security Deposit (SD) प्रतिभूति	5% of Work Order Value (inclusive of GST)
PBG पी बी जी	10% of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधि	Monthly Progressive Bill basis
Evaluation of L1 एल1 का मूल्यांकन	Package Wise

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-

निविदा अंतर्गत संलग्न परिच्छेद:

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 6 संलग्नक-6	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7 संलग्नक-7	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-

	Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Check List for Bill Submission (attached with NIT)
Annexure 11 संलग्नक-11	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Format for - Bank Guarantee for EMD (please refer www.grse.in)
Annexure 15 संलग्नक-15	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)

ARTICLE 4 अनुच्छेद-4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
SL	DESCRIPTION	
1	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	Yes
2	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.	Yes
3	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
4	MSE/NSIC Document	Yes

Note: Registered Vendors with GRSE need not upload documents at Sl. 1 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.

ARTICLE 5 अनुच्छेद-5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा

करने हैं: Not Applicable

ARTICLE 6 अनुच्छेद-6: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) **Mobilisation Period लामबंदी अवधी- 07** days from date of placement of LOA/Purchase Order/intimation from PL-Yd 3033 & 3036.

(B) **Job Starting Date कार्य आरम्भ तिथी** - Job is to be started immediately after mobilization subject to availability of site clearance, materials and drawings.

(C) **Job Completion Schedule कार्य समाप्ती तिथी** - Manufacture of individual seat to be completed as per GRSE project requirement & the table given below subject to availability of drawings, materials & site clearance. **However, the time for NDT is excluded.** Advance intimation will be given to contractor regarding priority and requirement of the seat.

SI No	Description of items (Weight. category)	Job completion time for individual seat (in Days)
1	SERVICE_FABRICATION OF MS SEAT_LESS THAN 25KG	3
2	SERVICE_FABRICATION OF MS SEAT (25-100) KG	6
3	SERVICE_FABRICATION OF MS SEAT (ABOVE 100KG)	10
4	SERVICE_ERECTION OF MS SEAT_LESS THAN 25KG	3
5	SERVICE_ERECTION OF MS SEAT (25-100) KG	6
6	SERVICE_ERECTION OF MS SEAT (ABOVE 100KG)	10

(D) **Record Keeping अभिलेखरक्षण** - The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection (WOT / GRSE QA) and update the same on regular basis which shall be checked / verified by GRSE on demand. Similar records for Erection of Seats are also to be maintained.

(E) **Quality Assurance Authority:** GRSE (QA) Dept. / WOT.

(F) **Place of Work:** GRSE RBD Unit

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR No: **SOR/RBD/ASW SWC/Erection/Misc.Seats Rev.01 (Annexure-1)**, Drawings, GRSE requirement and in case of doubt, instructions of the Engineer-in-charge / PL OR their nominated representative are to be followed.

The Contractor shall maintain a record/register against the material supplied by GRSE to them, indicating the quantity received and installed. The records shall be submitted by the Contractor monthly to the Engineer In-Charge / PL or his nominated representative for review and authentication. The Contractor shall prepare and submit a reconciliation document every month and the same shall be duly certified by Engineer In-Charge / PL or his nominated representative. Balance unused materials, if any have to be returned to GRSE by the contractor on completion or termination of the contract.

ARTICLE 8 अनुच्छेद-8: GUARANTEE & WARRANTY गारंटी एवं वारंटी – Guarantee / Warranty is applicable for a Period of **12 (Twelve) months** from the date of final Inspection of the job. The details are as per GRSE STAC at Annexure 2.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed till the tenure of the contract. Price is to be quoted with all taxes & duties except GST. GST is to be indicated separately in the Price Bid and will be paid extra as per applicable rate. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि - Not Applicable

ARTICLE 11 अनुच्छेद-11: UNREASONABLE LOW QUOTES अतर्कसंगत भाव -

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) 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.

ARTICLE 12 अनुच्छेद-12: OFFER VALIDITY प्रस्ताव की वैधता-

Offer is to 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 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव - Conditional offers w.r.t. this tender will not be accepted.

ARTICLE 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन -

L1 bidder will be decided **Package Wise**.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as a part of the SOTR given in the tender is tentative and it may vary according to actual requirement of job during the period of the contract. The selected Bidder has to execute the required quantity at same Rate, Terms & Conditions up to variation + 100% in addition to the initial quantity. Similarly, the quantity of individual line items as well as total job value may be reduced also as per GRSE project requirement. The contractors will be loaded according to GRSE project requirement. The detailed BOQ is given below:

SI No.	Item Description	UOM	Quantity for Yd 3036	Quantity for Yd 3033	Total Quantity
Package-1					
1	FABRICATION OF MS SEAT_LESS THAN 25KG	Ton	2	NA	2
2	FABRICATION OF MS SEAT (25-100) KG	Ton	9		9
3	FABRICATION OF MS SEAT (ABOVE 100 KG)	Ton	18		18
Package-2					
4	ERECTION OF MS SEAT_LESS THAN 25KG	Ton	2	4	6
5	ERECTION OF MS SEAT (25-100) KG	Ton	9	18	27
6	ERECTION OF MS SEAT (ABOVE 100KG)	Ton	18	36	54

N.B: (a) UOM: Unit of Measure

ARTICLE 16 अनुच्छेद-16: 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 further processing.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूछ्म एवं छोटे उद्योग -

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य

- a) GRSE Ltd. at its discretion intends to distribute the total job of **each Package** between **02 (Two)** parallel contractors in the ratio of **60:40**. The established rate with L1 bidder will be offered to the other bidders as per their chronological ranking based on their quoted price (L2/L3 & so on...). The vendors who are interested for the job have to accept the L1 rates for execution of the job.
- b) In case the L2/ L3..... vendor does not accept the L1 rate, the total job will be loaded on the L1 bidder.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड - Not Applicable

ARTICLE 20 अनुच्छेद-20: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

1. Before submitting a bid, bidders are 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 regarding:
 - (i) The materials (if any) which are to be furnished by vendor for the work.
 - (ii) The work which is to be performed by the vendor.
 - (iii) Actual considerations made by bidder to complete all work.
 - (iv) To comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if 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 07 days 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 or, 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.

GRSE also reserves the right to reject any or, 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.

4. General Contractors assumes all safety related responsibility 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.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 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.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. 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.

8. 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 CNC, failing which the processing of bid will not be taken further.
9. Contractors are 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%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
10. Bidder has to declare in what capacity he is participating in the tender viz. a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be scanned and uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Cdr T Rajkumar, PL-Yd 3033 & Yd 3036, Mobile No. 76050 07202, e-mail: Rajkumar.T@grse.co.in**.
 - b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Ashim Kumar Dey, Manager (Contract)/ Main Unit, Mobile No. 75960 23717, e-mail: Dey.Ashimkumar@grse.co.in** prior to submission of offer.
 - c. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in** / GRSE Service Provider may be contacted [Land line no: 033 24893902]
13. **E-mail Address for communication** संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुच्छेद-21: e-BID INSTRUCTION ई बिड के अनुदेश -

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E-Procurement portal <https://eprocuregrse.co.in>
- 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 link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <http://www.grse.in/index.php/tender.html>. 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. 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 Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder 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 successful 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 web site 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 tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.
- j) GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

ARTICLE 22 अनुच्छेद-22: 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 which may range in between two to three weeks 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 Enquiry.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the Tender Enquiry.
8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
11. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
12. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा -

i. Security Deposit प्रतिभूति जमा -

Non-interest-bearing security deposit of **5%** of total order value (inclusive of GST) is to be deposited in the manner elaborated at **Clause 6** of GRSE STAC at **Annexure-2**.

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

Work Done Certificate will be issued by PL-Yd 3033 & 3036/ his nominated Officer based on Inspection report as applicable.

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.

iii. Bill Submission बिल प्रस्तुति:

Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 10** along with supporting document (Work Done certificate etc.) 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. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

Note:-Transaction fee of Rs 500.00 for first return & Rs 1000.00 for subsequent return of bill with inappropriate documents will be charged.

iv. Payment Terms भुगतान की शर्तें:

- a) The 90% bill amount (with full GST) for actual work done will be paid as item wise progressive basis within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority & with satisfactory Work Done Certificate. Recoverable from contractor, if any, is to be adjusted from bills 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.
- b) Balance 10% of the bill amount will be released after expiry of guarantee period duly certified by Bill Certifying Authority or on submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.
- c) Work done certificate shall not be required for release of performance bank guarantee/ 10% retention amount.
- d) Payment will be made on actual certification basis.

Bill Certifying Authority: GM (RBD) or 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 GRSE Ltd.

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 (for working inside GRSE): -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). 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.

viii. Mandatory use of ISI marked PPE by Contractor Employees: 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

Sl. 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

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.

ix. 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.

ARTICLE 24 अनुच्छेद 24: 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. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 25 अनुच्छेद 25: 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. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- c. 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 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-15.

Ashim Kumar Dey
Manager (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024
Mobile: +91 75960 23717
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GRSE Ltd.	Technical Specification for Fabrication & Erection of Equipment Seats with Supply of Industrial Gases For ASW SWC Ships at RBD Unit	SOR No.: SOR/RBD/ASW SWC/Erection/Mis. Seats
Yard No.: 3036 & Yd 3033		Rev.: 01
Group: Hull		Ref. Drg. No.: N/A
Inspection: QA/WOT		Annexure-1

1. INTENT

(a) It is intention of GRSE to obtain a number of equipment seats for ships, manufactured from vendors and erected onboard and in blocks at GRSE, as necessary. Seats are to be fabricated, mostly from high tensile steel to DMR-249A.

2. CONTRACTOR'S SCOPE OF WORK

- a) The seats are to be fabricated in accordance with seat drawings that will be supplied from time to time.
- b) Any bending, if required, to be done by Sub-contractor. Maximum for 5% of the total Seat Tonnage.
- c) GRSE's bending machine at MHS may be used. Wherein GRSE's hourly machine charges has to be incurred by Sub-contractor.
- d) On completion of fabrication, the seats are to be weighed with certified instrument in presence of GRSE (QA) / WOT reps. and to be duly certified.
- e) Erection of seats on-board as per requirement of GRSE in accordance with drawings.
- f) List of seats requiring X-ray/UT will be provided. X-ray/UT will be undertaken by GRSE, however defects, if any, will be rectified by Contractor at no extra cost.
- g) 120% payment for modification /rework job will be admissible if there is re-work. Re-work register to be maintained.

3. DRAWINGS

In addition to drawings referred in para 2, other drawings, as listed below need to be referred during erection of seats in blocks/onboard.

- a) Offsets table
- b) Welding details
- c) Standard structural details
- d) GRSE proposed QAP for hull construction

4. GRSE SCOPE OF SUPPLY

- a) All Raw materials like Angles, Channels and Cut to size plates will be provided. However, for some seats, at times full plate / off-cut of different thicknesses may be supplied. Subcontractor to cut & fit as per requirement with a maximum of 15% of total seat fabrication tonnage.
- b) All consumables including power, welding electrode of approved quality, compressed air, ceramic back strips (if required)
- c) M.S. plates & sections for supports & temporary stiffening.
- d) Machining, if required, to be carried out by GRSE.
- e) 02 copies each of seat drawings.
- f) Primer for touch up.

GRSE Ltd.	Technical Specification for Fabrication & Erection of Equipment Seats with Supply of Industrial Gases For ASW SWC Ships at RBD Unit	SOR No.: SOR/RBD/ASW SWC/Erection/Mis. Seats
Yard No.: 3036 & Yd 3033		Rev.: 01
Group: Hull		Ref. Drg. No.: N/A
Inspection: QA/WOT		Annexure-1

5. SUB-CONTRACTOR'S SCOPE OF SUPPLY

- a) Welders deployed for DMR 249A grade of steel are to be made qualified for undertaking the job from GRSE (QA).
- b) Supply of Industrial Gases.
- c) All tools & tackles including grinding M/c., welding machine, dyes for dye penetration along with accessories like cable, holder etc. gas torches, safety gadgets like safety helmet, welding screen, gas goggles, gloves etc. hoses etc. which will be required for erection.
- d) Transportation of all raw material, fabrication aid, erection aid, consumables & finished seats are to be arranged by sub-contractor at their own cost.
- e) Supply of Industrial Gases.
- f) Any other material not listed above.
- g) GRSE welding machines as held in MHS may be given to vendors on first come basis/ as per availability. Vendors will be required to undertake the operationalization and maintenance of these machines themselves and return them on completion of work in operational state.

6. WORKMANSHIP

- a) Fabrication of seats should be of good workmanship. All structural members must match with drawings. Any seat having deformation beyond acceptable limit as per Naval Standard or as specified in the drawing will have to be faired at no extra cost prior to erection.
- b) Welding leg length and edge preparation to be as per drawing. All welding must be done by welders certified for DMR249A steel. Proper care should be taken for welding so as to achieve minimum distortion. MIG welding to be done to the maximum extent possible. If distortion is beyond Naval standard the same to be faired at no extra cost.
- c) Loss of parent metal on any surface by gas cutting / chipping must be avoided. However, in case of such eventually, with prior approval from inspection authority, is to be repaired by weld deposition and subsequent grinding, before final inspection. Responsibility for cleanliness of seats and surrounding blocks during erection rests with the contractor.

7. INSPECTION

- a) Inspection of seats including stage inspection will be carried out by GRSE (QA) & WOT both at the site of fabrication as well as erection. Minor modification, if any required, need to be carried out without extra cost.
- b) Non-destructive testing of welds by dye penetration tests, Radiography (X-ray/UT) to be carried out as per the requirement of WOT/GRSE (QA).

GRSE Ltd.	Technical Specification for Fabrication & Erection of Equipment Seats with Supply of Industrial Gases For ASW SWC Ships at RBD Unit	SOR No.: SOR/RBD/ASW SWC/Erection/Mis. Seats
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8. SECURITY

All documents / drawings of hull blocks for GRSE ships are of confidential in nature. All drawings / documents issued to the contractor should not be copied and should be returned to GRSE on completion of work.

9. MANPOWER

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 operative will not be withdrawn jeopardizing the construction programme.
- b) Similar details about engineers and / or Supervisors to be employed for the work. This category to be considered under co's overhead.
- c) Tools & M/c available with sub-contractor or intended to be used.

10. PLANNING

- a) Contractor should plan for manufacture & erection of seats as per GRSE requirement.
- b) Contractor must identify a coordinator ear marked for close liaison with GRSE.

11. DELIVERY SCHEDULE

- l) Manufacture of individual seat to be completed as per GRSE project requirement & the table given below subject to availability of drawings, materials & site clearance. **However, the time for NDT is excluded.** Advance intimation will be given to vendor regarding priority and requirement of the seat.

SI No	Description of items (Weight. category)	Job completion time for individual seat (in Days)
1	SERVICE_FABRICATION OF MS SEAT_LESS THAN 25KG	3
2	SERVICE_FABRICATION OF MS SEAT (25-100) KG	6
3	SERVICE_FABRICATION OF MS SEAT (ABOVE 100KG)	10
4	SERVICE_ERECTION OF MS SEAT_LESS THAN 25KG	3
5	SERVICE_ERECTION OF MS SEAT (25-100) KG	6
6	SERVICE_ERECTION OF MS SEAT (ABOVE 100KG)	10

GRSE Ltd.	Technical Specification for Fabrication & Erection of Equipment Seats with Supply of Industrial Gases For ASW SWC Ships at RBD Unit	SOR No.: SOR/RBD/ASW SWC/Erection/Mis. Seats
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II) **MOBILIZATION PERIOD:** 07(Seven) days from the date of issuance of PO/LOA.

12. METHOD OF QUOTATION

Rate has to be quoted per unit weight/Ton separately for mentioned categories.

SI No.	Description	UOM	Quantity for Yd 3036	Quantity for Yd 3033	Total Quantity
1	FAB OF MS SEAT_LESS THAN 25KG	Ton	2	NA	2
2	FABRICATION OF MS SEAT(25- 100)KG	Ton	9		9
3	FAB OF MS SEAT(ABOVE 100 KG)	Ton	18		18
4	EREC OF MS SEAT_LESS THAN 25KG	Ton	2	4	6
5	ERECTION OF MS SEAT(25- 100)KG	Ton	9	18	27
6	ERECTION OF MS SEAT(ABOVE 100KG)	Ton	18	36	54

13. WORK DONE CERTIFICATE

Post completion of each work instruction, the vendor may obtain work done certificate from Yard PL or his authorized representative for raising bill for payment. Clear Inspection report/summary need to be submitted with WDC. Bill certification will be done by GM (RBD) or his nominated officer.

Part and progressive payment would be admissible.

**Annexure-10****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) submitted 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				
B.	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 ✓ 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)			

Signature of GRSE Bill Certifying Authority
with Designation



ANNEXURE-15 "A"

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 –II	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.
MAINTENANCE OF REGISTERS				
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**

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	<p>1. <u>Leave with Wages</u>: 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.</p> <p>2. <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.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <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.</p>
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	<p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p>
		Contractor	<p>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.</p>



Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	The ESI Act, 1948	Contractor	1. 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 'The Payment of Bonus Act, 1965' 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.
