



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

Web site वेब: www.grse.in , CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited, a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent Contractors having experience of similar to the work packages as per NIT criteria to submit **single stage two-part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the work package as per following bid document:

NIT No निविदा संख्या:	SCC/DC/OT(Press)/Vessel Construction/022/ET-3039
Job Title कार्यकानाम:	“SUBCONTRACTING OF VESSEL CONSTRUCTION” at GRSE [to be executed as per SOTR No.VESSEL/01 (Annexure-I)]
Tender issuing Dept. बिभागद्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (61 Park)

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावलीकी अनुसूची:

SCHEDULE सारणी		
Pre-Bid Meeting बोली-पूर्व बैठक	22/08/2024	10:30 hrs. At PMT Conference room, GRSE Bhavan, Kolkata 61, Garden Reach, West Bengal, Kolkata – 700024 Note: Submission of NDA in order to get complete details (including Scope of Work and technical details) and subsequent participation in pre-bid meeting is mandatory. Physical attendance at Pre-Bid meeting after collection of Build/technical specification is a <u>mandatory pre-requisite for participation in this tender.</u>
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	27/08/2024	14:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	03/09/2024	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	04/09/2024	16:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	180 days from date of opening of Tender (Part – I)	



ARTICLE 2 अनुच्छेद-2: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की व्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशिजमा (स्टैक के परिच्छेद 4 में उद्धृत)**	Rs. 12,00,000/- (Rupees Twelve Lakhs only) - [For Package - I only]
	Rs. 38,00,000/- (Rupees Thirty-eight Lakhs only) [For Package - II only]
** Note: -	
1. If bidder participates for both the packages (i.e. Package- I & II both), EMD amount will be combined/added accordingly i.e. Rs. 50 Lakhs (Fifty lakhs) .	
2. Bidders are required to submit EMD amount as Bid Security against this tender. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.	
3. MSE (Micro / Small) vendors having the tendered service/similar to tendered service listed in their valid MSE Udyam will get exemption from submission of tender fee and EMD as applicable. However, MSE (UDYAM) /NSIC Registered Firms have to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format (enclosed at Annexure-6) along with their valid MSE certificate.	
4. Non-submission of EMD OR Bid Security Declaration and valid MSE certificate may lead to rejection of offer.	
5. Submission of EMD & Tender Fee instrument is MANDATORY for joint-venture / consortium of two or more firms and there shall be no exemption applicable against submission of MSE/NSIC certificates by the firms.	
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5 % per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधि	Stage wise Progressive Bill basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on Package wise

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलगित परिच्छेद:

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) ((attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted/ not received any tender holiday



Annexure 6 संलग्नक-6	Format for Bid Security Declaration(attached with NIT)
Annexure 7 संलग्नक-7	Format for - Integrity Pact(attached with NIT) To be submitted in Non-Judicial stamp paper of value not less thanRs.100/-.
Annexure 8 संलग्नक-8	Non-Disclosure Agreement (NDA) to be submitted in Non-Judicial stamp paper of value not less than Rs.100/-(attached with NIT)
Annexure 9 संलग्नक-9	Confirmation by Bidder and checklist for bid submission (attached with NIT)
Annexure 10 संलग्नक-10	Check List of Statutory Responsibility of Contractor and Principal employer(attached with NIT)
Annexure 11 संलग्नक-11	Check List for Bill submission (attached with NIT)
Annexure 12 संलग्नक-12	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities) (https://www.grse.in/enclosures-related-to-the-tenders-of-sub-contracting-activities/Safety_Guidelines_for_contractors_Revised.pdf)
Annexure 13 संलग्नक-13	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17 संलग्नक-17	Guideline for Bank Guarantee (please refer www.grse.in →Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)
Annexure 18 संलग्नक-18	Format for - Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 19 संलग्नक-19	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 20 संलग्नक-20	Format for - Bank Guarantee Format for collection of material (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 21 संलग्नक-21	Format for - Bank Guarantee Format for Indemnity Bond (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 22 संलग्नक-22	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



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

Self-Attested documents are to be scanned and uploaded with Part I of GeM-bid ई-बिडके भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	DD/ BG towards tender fee and EMD or MSE (UDYAM)/NSIC certificate and Bid security declaration (as per Annexure - 6) to get exemption towards tender fee and EMD	Yes
2	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with documentary evidence to be submitted	Yes
3	Technical Acceptance Matrix, matrix for SOTR as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Matrix , matrix for NIT, Standard terms and conditions as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format at Annexure - 3 along with documentary evidences.	Yes
6	Documents meeting the Financial Eligibility Criteria to be submitted with filled in format at Annexure - 4 along with documentary evidences.	Yes
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st March'2023 in support of Financial Eligibility.	Yes
8	Solvency Certificate of (as mentioned in NIT document under eligibility criteria) from Banker to be submitted – Solvency certificate should not be older than 03 (three) month from tender publication date.	Yes
9	Self-Certification for not having blacklisted /not received any tender holiday as per eligibility criteria to be submitted as per format at Annexure-5	Yes
10	Integrity Pact (refer clause 01 of STAC) as per format at Annexure-7	Yes
11	PAN /TAN, GST, Labor License Certificate, Registration Certificate of the Company with ROC, Trade License, Memorandum and the Article of Association of the firm.	Yes
12	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
13	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (if applicable)/ Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member (if applicable).	Yes
14	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID . GeM ID is to be indicated in Commercial Matrix.	Yes
15	Confirmation of TReDS registration number (Entity ID) allotted to MSME's by Trades Receivable e-Discounting System (TReDS) for invoice discounting system in case of MSME Organization	Yes
16	NDA (as per Annexure-8) is to be submitted for obtaining build/technical specification prior to pre-bid meeting	Yes
17	Checklist for bid submission at (Annexure - 9) in Company's letterhead	Yes

- a. **In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.**
- b. **The Bidders has to submit ink signed hard copy of all above documents within 03 days from opening of Part I bid.**



ARTICLE 5 अनुच्छेद-5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविकप्रपत्रजोमाकरनेहै:

PHYSICAL SUBMISSION		
1	Tender Fee Instrument	Within 03 days from opening of Part I bid
2	EMD Instrument	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	<u>Kolkata</u>
3.	Integrity Pact	Scanned copy to be uploaded along with the bid & original to be submitted within 03 days from opening of Part I bid
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of Ms. Debalina Chowdhury, AM(Contract), Contract Cell, GRSE 61Park Unit, 2ndFloor (North Block of the building), 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 6 अनुच्छेद-6: JOB EXECUTION SCHEDULE कार्यनिष्पादनसूची

(A) Mobilisation Period लामबंदी अवधी- 07 days from the date of placement of LOA/Purchase Order (whichever is earlier) will be given for commencement of work.

(B) Job Starting Date कार्यआरम्भतिथी -The job is to be commenced immediately after mobilisation and as per instruction of PS-PMT/PL/PCO of GRSE/ nominated officer of GRSE.

(C) Job Completion date / Period of Contract कार्यसमाप्तीतिथी/अनुबन्धकासमय-

Work Package I (Hull fabrication/ erection/ consolidation of forward part) –

Completion timeline: Six (06) months from placement of LOI/PO (whichever is earlier).

Work Package II (Hull fabrication of aft part including superstructure, Integration with forward part, Complete outfitting of the whole ship (including both forward and aft parts) and trials/ handing over of the vessel to GRSE)

Completion timeline: Thirteen (13) months from placement of LOI/PO (whichever is earlier)..

Tentative Schedule for Job Starting and Delivery of the complete vessel is tabulated below.

Construction Time Frame

Start Date #	Delivery Date	Duration (Months)
Early Oct 24	End Oct 25	13

Commencement of provisioning of cut plates, Start Date to launch – 09 months, Launch to Delivery - 04 months



The Bidder must submit a network schedule explaining planning and program in detail for execution of the project. 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 / milestones. The contractor shall adopt necessary measures to avoid any delay in work progress.

Details is as per SOTR No. **VESSEL/01 dated 31.07.2024 (Annexure-1)**.

(D) Inspection/Quality Assurance Authority – GRSE QA, PS-PMT/ PL, Classification society.

(E)Place of Work - The job is required to be executed at GRSE (RBD / any other unit of GRSE).

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्यनिष्पादन -

Job is to be executed strictly as per **SOTR** (SOTR No: **VESSEL/01 dated 31.07.2024 at Annexure 1**), Technical/Build specifications, Design & Drawings, GRSE requirement and in case of doubt, instructions of the Engineer in-charge / PL/ PS/ GRSE PMT office/ their nominated officers are to be followed.

GRSE will provide “**Build Specifications and other technical details**” to the prospective bidders prior to pre bid meeting against submission of Non-Disclosure Agreement as per format provided in Annexure-8. Non-Disclosure Agreement is to be submitted at GRSE PMT Office in Non-Judicial Stamp Paper of value Rs.100/-.

Detail of scope of work for each Package (Package-I & II), free issue material by GRSE and material / items under scope of contractors is as per SOTR criteria.

The Contractor shall maintain record of Material supplied by GRSE, indicating the quantity received and installed. The Contractor shall maintain a ‘Traceability Register’ for all issued material from its inception in temporary store till final use onboard vessel. The records shall be submitted every month by the Contractor to GRSE PMT for review. The Contractor shall prepare and submit a reconciliation document upon delivery of the vessel, and the same shall be duly certified by GRSE PMT.

In case any job executed outside GRSE at contractor's premises, then it shall be the responsibility of Contractor to insure, preserve and protect all material / equipment (including free issue material) and electronic equipment against damage, loss or theft etc.

In the event of any damage to any material / equipment due to negligence, replacement / rectification of damaged material / equipment shall be the Contractor’s responsibility for working inside GRSE premises OR at Contractor's premises with GRSE fee issue material.

ARTICLE 8 अनुच्छेद-8: GUARANTEE& WARRANTY गारंटी एवं वारंटी-

The work executed as per Contract including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) months from the date of successful completion of the full work of the ship duly certified and accepted by GRSE and acceptance / possession of vessel by GRSE. However, for material/equipment supplied will be guaranteed as per Build/technical specifications if otherwise mentioned. The ship will be handed over to the owner at a location that will be intimated during the pre-bid. The contractor shall provide guarantee/ warrantee support at this location.



Any faulty work carried out by the Contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure by Contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE through any party to be appointed by GRSE and all costs of such work incurred by GRSE shall have to be borne by the Contractor and the Contractor shall pay such amount within 30 days from the date of demand by GRSE.

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य-

The Price established will be firm and fixed for the entire contract period till satisfactory completion of work. **Price is to be quoted Packagewise considering all Taxes & duties except GST. GST is to be indicated separately in the Price Bid and will be paid extra as per ruling rate.** No escalation whatsoever will be considered under any circumstances in respect of the contract.

The quoted price should also include all statutory cost / detail as mentioned/indicated in SOTR to complete the project.

No other attachment regarding price will be accepted (other than as given in html format in E-procurement portal) and if submitted by the vendor then the offer will be treated as cancelled.

Please note, if any price indication or price attachment found with techno-commercial bid, the vendor will be rejected outright.

ARTICLE 10 अनुच्छेद - 10: ESCALATION मूल्यवृद्धि: Not applicable.

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगतभाव -

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 analyzed 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 प्रस्तावकी वैधता-

Offer should be valid for **180 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 180 days against valid reason.



ARTICLE 13अनुच्छेद-13: CONDITIONAL OFFERसशर्तप्रस्ताव -

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 L1 price.

ARTICLE 14अनुच्छेद-14: DETERMINATION OF L1एल-1 काचयन -

L1 Bidder will be decided Package wise i.e. for Package-I & II separately on total lowest lumpsum price for each package.

For determination of L1 bidder base price (without GST) will be considered.

ARTICLE 15अनुच्छेद-15:BOQ बीओक्यू -

BOQ as part of SOTR given in the tender is tentative and it may vary according to actual requirement of job during the period of contract as per actual requirement of GRSE. The selected Bidder has to execute the required quantity at same rate, terms & conditions to complete the job. BOQ as per SOTR is given below. However the detail will be as per Build/technical specifications:

Sl. No.	Job Description	UOM	QUANTITY
1	WORK PACKAGE-I Fabrication and erection/ consolidation of forward part from frame 27 to frame 83 as per SOTR criteria	LS	1
2	WORK PACKAGE-II Fabrication of aft part (aft of Frame 27), completing full hull of the ship including superstructure. Integration of the forward part with the aft part. Complete outfitting of the whole ship (including both forward and aft parts) and trials/ handing over of the vessel to GRSE as per SOTR criteria	LS	1

NB: UOM = Unit of Measurement, (ii) LS- Lumpsum

Detail of BOQ and all requirement and terms are as per SOTR (SOW) attached with NIT and Build/technical specifications.

Note: Any material / equipment required for execution of job as per SOTR which is to be supplied by vendor will be F.O.R. GRSE / Onboard ship. Transit, freight, insurance, duty etc. as applicable for delivery of the items in GRSE shall be the responsibility of vendor with obtaining proper inspection note and delivery challans at GRSE.

ARTICLE 16अनुच्छेद-16: OPENING OF BIDSनिविदाखुलना-

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 or both techno-commercial evaluation will also be intimated about their non-consideration for further processing.

ARTICLE 17अनुच्छेद-17:MICRO& SMALL ENTERPRISESसूछमएवंछोटेउद्योग -

- 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:

GRSE intends to offload Packagewise job to the respective L1 bidder(s), who shall be responsible to construct the vessels strictly as per the Job Execution Schedule.

In case of poor performance in terms of job quality / execution schedule at any stage by the L1 bidder/Contractor(s), GRSE reserves the right to engage multiple bidders for execution of job in parallel to meet the construction schedule.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रताके मापदंड-

A. Technical Eligibility Criteria तकनीकी मापदंड-

Bidders should be registered Indian company with legal status and must fulfill the following minimum pre-qualification criteria:-

i) Work Package I:-

Bidder/service provide should have executed and successfully completed similar work with quantum of at least 300T (cumulative) fabrication and erection work during last 03 years ending on 31.07.2024. Fabrication weight will only be considered for calculation of qualifying weight. Any Joint Venture / Consortium is not eligible for Package-I.

Similar completed work defined as: Fabrication and erection of Ship Structure (Blocks)/ Closed Hollow Stiffened Structure

ii) Work Package II:-

Bidder should have experience of successfully completed similar work during last 07 years ending on 31.07.2024 should be either of following:-

(aa) Three (03) similar completed works of total value not less than Rs. 23 Cr.

or

(ab) Two (02) similar completed works of total value not less than Rs. 20 Cr.

or

(ac) One (01) similar completed work of value not less than Rs. 16 Cr.

'Similar completed work' refers to: construction, outfitting and handing over of self-propelled vessel built to IACS (International Association of Classification Society)/ Naval Specifications.

The bidders should have experience in Ship building activities viz. Hull fabrication & erection, outfitting work including plumbing, Electrical, Machinery work, trunking, Installation of equipment and trials.



JV/Consortium companies, if any, for the job of package-II, should be as per provision of GRSE STAC.

Note:

- i) Work completion certificate means Work which must have started and completed during the stipulated period ending on 31.07.2024. That is for Package-I - experience of completed work should have started and completed between 01.08.2021 - 31.07.2024 and for Package-II - experience of completed work should have started and completed between 01.08.2017 - 31.07.2024.
- ii) Bidder should submit documentary evidences such as past performance certificates, work order copies, satisfactory work completion certificates issued by the competent authority etc. to meet eligibility criteria. GRSE reserves the right for cross verification of authenticity of the said documents whenever felt necessary.

Physical attendance in Pre-bid meeting at GRSE, Kolkata is mandatory to participate in this tender

[Submission of NDA in order to get complete details (including Scope of Work and technical details) and subsequent participation in pre-bid meeting at GRSE is mandatory].

Supporting documents meeting Technical eligibility criteria is to be submitted along with the Part-I bid. All documentary evidences such as past performance, satisfactory job completion certificates, order copies issued by the originalisation for whom the work has been done, full contact details like name, address, telephone numbers, company registration certificate etc. of the authority is to be submitted with **Annexure-3 attached with the NIT SLA**. for assessment during TNC meeting.

B. Financial Eligibility Criteria वित्तीय मापदंड -

The bidder shall have sound financial health satisfying the following criteria: -

- i. [Audited Balance Sheet and Profit & Loss Account of the company for last 3 (three) **FY ending on 31.03.2023** need to be submitted in support of Financial eligibility requirement].
- ii. Bidder shall provide Solvency Certificate for a sum of not less than as mentioned below from their banker (**any scheduled bank** other than co-operative bank).
Please note: Solvency certificate should not be 03 (three) month older than tender publish date.

Bidder's average Audited/certified Annual financial turnover **during last 03 financial years ending on 31.03.2023** should be as follows:

For Package-I:

- i. Average annual turnover of last three FY ending on 31.03.2023 should be **minimum Rs. 2.0 Cr.**
- ii. Solvency certificate from banker for **Rs. 1.40 Cr.** from any Scheduled Bank other than Co-operative bank

For Package-II:

- i. Average annual turnover of last three FY ending on 31.03.2023 should be **minimum Rs. 6.0 Cr.**
- ii. Solvency certificate from banker for **Rs. 4.40 Cr.** from any Scheduled Bank other than Co-operative bank



NOTE: If any bidder participates for both the packages (i.e Package I & II), financial eligibility of Turnover and solvency will be combined accordingly (i.e. Turnover should be Rs. 8.0 Cr and Solvency should be Rs. 5.80 Cr.)

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years, Solvency certificate to be submitted along with the part – 1 bid as per format given in **Annexure-4**.

C. The bidder should give self-certification (as per Annexure-5) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **31.07.2024**. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Self-certification is to be submitted as per format attached at **Annexure-5 attached with the NIT SLA**.

Note:

- a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) In case of non-submission of the self-certification document as per format at **Annexure-05**, the bidder will be treated as non-responsive and their offer will be rejected.

[Requisite formats attached with NIT as Annexure 3,4 & 5 of Article 3 to be filled up by the bidders in support of above eligibility criteria with documentary evidences and to be submitted the same along with the Techno-Commercial bid]

Note: - Documents mentioned in above clauses to be submitted with Techno-commercial bid (Part-I) without which submitted offer will liable to be rejected for processing of tender. GRSE reserves the right to independently verify the submitted self-certification of any bidder. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

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 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 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 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.
 5. Generally, Contractor will assume 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, Occupational Health & Safety rules, regulations, 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 **07** calendar days 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. **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
Email: bbsinghbeml@gmail.com

(B) Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

8. **INTEGRITY PACT:** – 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 document (refer Annexure-7). 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.No.-1) in GRSE website/Annexure-2 of the tender]

9. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /his nominated representative.
10. 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.
11. Build specifications are to be returned to GRSE after submission of bid. Also all soft copies are to be destroyed and a self-certification to be submitted during TNC meeting.
12. Ownership:
The Free Issue Materials and the vessel to be constructed by the Contractor on behalf of GRSE shall at all times remain the exclusive property of GRSE and the Contractor under any circumstances shall not be entitled to nor shall have the right to create mortgage, charge, lien or other encumbrance of any nature whatsoever over and in respect of the said free use materials and the ship to be constructed pursuant to this NIT.
13. The Contractor will indemnify and keep GRSE indemnified and harmless from and against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of:
 - (a) any breach or default of any of the terms contained in this NIT by the Contractor;
 - (b) Any negligence or wrongful act or omission on the part of the Contractor or its team or labourers/workers/sub-contractors engaged by the Contractor in connection with or incidental to the POs/NIT;
 - (c) Injuries or death of any person due to any activity of the Contractor, its team or labourers/workers/sub-contractors in the execution of the POs/NIT;
14. 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.
15. 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.
16. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
17. A Bidder is allowed to submit only one Bid under any capacity / status.
18. Difficulty in submitting the bid:



- a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from Ms. **Amrita Chakraborty, SM(PMT), Mobile no.: 7603042828, e-mail ID – Chakraborty.Amrita@grse.co.in** prior to submission of offer.
- b. Any query/difficulty in understanding of Commercial Terms may be got clarified from **Ms. Debalina Chowdhury, AM (Contract)/ 61 Park Unit, Mobile No. 9147162442, e-mail: Chowdhury.Debalina@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, DGM (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in** / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

19. **E-mail Address for communication संचार हेतूई. मेलपता:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुच्छेद-21: e-BID INSTRUCTION ईबिडके अनुदेश-

- i. 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>
- ii. 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>.
- iii. 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 <https://grse.in/tender-published>. 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.
- iv. 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.
- v. 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.
- vi. Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- vii. The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- viii. 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.
- ix. **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.

ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृतिके 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.
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. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the tender enquiry.
9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidder not submitting Integrity Pact as per requirement of the tender.
12. Bidder submitted false/incorrect documents etc.
13. Bidders who have indicated / attached / shown any price anywhere else other than as per provision in NIC portal under price bid section], then offer will be treated as cancelled.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेकाजारी करनेके पश्चात लागू उपधारा -

- i. **Security Deposit प्रतिभूतिजमा -**
 - a) Successful bidder will deposit an amount equivalent to 05% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) 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 released order. 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.

- b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to GM (Finance), GRSE by the Bank in Banker's sealed envelope failing which same will not be accepted. Details of B.G. should also be confirmed to Ordering Department, GRSE.
- c) S.D. amounts would be refunded / returned after successful execution of the job and on submission of MRS (if applicable). The Contractor is to apply for release of their SD which has to be certified by PS-PMT/PL of the ship/nominated officer of GRSE through Ordering Dept.,GRSE. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

ii) Material Guarantee against the Free issue materials/equipment etc.(if any) is to be taken outside GRSE premises for job work (as required)

- a) To carry out the job Outside GRSE premises, GRSE item/equipment should be kept under safe custody of vendor against submission of Bank Guarantee as per GRSE format for the equivalent value of the material/item/equipment (as required).
- b) Indemnity Bond affixing the Common Seal from the registered sub-contractors/vendor 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. Indemnity Bond has to be submitted as per GRSE Format on the Bond paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.
At the time of submission of Indemnity Bond, the contractor has to confirm about the Insurance Coverage has to be taken by the Vendor for GRSE material/item.
- c) Insurance coverage (during custody of vendor and in transit during taking/returning of equipment) of the GRSE item/equipment will be responsibility of Vendor. The insurance coverage taken is required to be submitted with GRSE as the beneficiary and such insurance policy is to be kept valid till delivery of the equipment/item/material to GRSE. The policy taken to be forwarded to GRSE prior to commencing of job.
- 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) **TRANSPORTATION/TRANSIT:** - Transportation of material/ items from GRSE to sub-contractors' premises and transportation of raw / semi-finished / finished items from sub-contractor's premises up to GRSE is the responsibility of the contractor including loading/unloading.

iii) Work Done Certificate (W.D.C.)कार्यपूर्तिप्रमाण-पत्र (डबल्यू.डी.सी)-

Work done certificate will be issued by PS/PL/PCO of the vessel to the Contractor (as per prescribed format) after completion of job (Stage wise) as per Job package based on clear inspection report signed by Quality Assurance/Inspection 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/



any other recoverable is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iv) Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills to be raised (considering the checklist for Bill Submission **(as per attached format at Annexure-11)** in line with order terms. Bills (in triplicate) with duly filled Work Done Certificate, are to be submitted in 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. 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.

v) Payment Terms भुगतान की शर्तें:

- a) The 90% of stage wise certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority supported with satisfactory Work Done Certificate duly certified by WDC certifying authority for 100% job done of each stage. 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 statutory mandatory liabilities of the Contractor. In case the employees engaged by the Contractor are out of the purview of ESI (for exceeding the ESI limit), then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923).

The stages of payments are as follows: -

i) Work Package I

Stage	Percentage	Condition
I	10% of Work Package I price	•Completion of 10% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
II	20% of Work Package I price	•Completion of 30% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
III	20% of Work Package I price	•Completion of 50% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
IV	20% of Work Package I price	•Completion of 70% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.



Stage	Percentage	Condition
V	20% of Work Package I price	<ul style="list-style-type: none"> •Completion of 90% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
VI	10% of Work Package I price	<ul style="list-style-type: none"> • Handing over of complete work and post issuance of Final Acceptance Certificate issued by GRSE for forward portion.

ii) **Work Package II**

Stage	Percentage	Condition
I	10% of Work Package II price	<ul style="list-style-type: none"> •Completion of 10% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
II	10% of Work Package II price	<ul style="list-style-type: none"> •Completion of Hull (without superstructure) under scope of Package II which shall be supported by Inspection Certificates issued by GRSE •PO placement of equipment supported by PO copies
III	20% of Work Package II price	<ul style="list-style-type: none"> •Completion of full structure under scope of Package II supported by inspection certificates issued by GRSE •Delivery of equipment at GRSE supported by Inspection notes and Delivery Challans at GRSE
IV	10% of Work Package II price	<ul style="list-style-type: none"> •Completion/ consolidation of full main hull which shall be supported by inspection certificates issued by the classification society. •Completion of installation of outfitting items (viz hatches, manholes, doors, scuttles etc.) which shall be supported by inspection certificates issued by GRSE.
V	10% of Work Package II price	<ul style="list-style-type: none"> •Installation of engine, generator on-board which shall be supported by class certificates issued by the classification society.
VI	20% of Work Package II price	<ul style="list-style-type: none"> •Completion of piping, electrical & other outfitting which shall be supported by inspection certificates issued by the classification society.
VII	10% of Work Package II price	<ul style="list-style-type: none"> •Successful completion of test trials of which shall be supported by inspection certificates issued by the classification society.
VIII	10% of Work Package II price	<ul style="list-style-type: none"> •Handing over of compartments and post issuance of Final Acceptance Certificate issued by the classification society.



b) 10% (ten) payment will be retained as Guarantee money from each bill and will be released after expiry of Guarantee Period duly certified by Concerned authority of GRSE.

The guarantee money may be released on submission of Performance Bank Guarantee equivalent of 10% (ten) of total order value with validity up to Guarantee Period plus 02 months will be required to be submitted by the Contractor.

c) Payment will be made based on actual WDC certification of GRSE.

d) Bill Certifying Authority: PS/Project Leader /Nominated officer by PS/PL.

vi) Liquidated Damagesनिर्णीतहर्जाना-

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.

vii) Risk Purchase: -जोखिमखरीद-

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.

viii) GST with interest for late delivery (as applicable):

The Contractor will be responsible for paying GST with interest on GRSE supplied materials for delayed delivery (beyond 24 months from the date of material receipt at contractor's premises) of delivery of material/ finished /semi-finished item to GRSE premises, for delay attributable to the contractor, for any item/material taken outside GRSE premises for any job work.

ix) MATERIAL RECONCILIATION STATEMENT (MRS): - Firms are to furnish the material reconciliation statement wherever applicable against each consignment on immediately on delivery of the same but not later than 30 days of delivery, showing details of raw materials received (Raw steel plates), material actually consumed, excess material returned etc. (as applicable). This statement should be submitted with documentary evidence of material issued/returned duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS.

x) MODIFICATION / REWORK:

Rework necessitated due to deviations/omissions/poor workmanship by the Contractor shall be the liability of Contractor and cost of such rework shall be borne by Contractor. However, modification request may also be initiated by GRSE. In case, modification is requested by GRSE post completion of work, then additional cost will be reimbursed by GRSE on pro rata basis based on established rates available in GRSE for respective work. Time implication, if any, due to modification requested by GRSE will not be attributable to the contractor.

Growth of Work (GoW) necessitated due to additional requirements from the customer may also be initiated by GRSE. In case, Growth of Work is requested by GRSE, then additional cost will be



reimbursed by GRSE based on established rates available in GRSE / price indicated by the contractor during this tender for respective equipment / service. Time implication, if any, due to GoW requested by GRSE will not be attributable to the contractor.

For any modification / growth of work, vendor shall initiate action only with written instruction from GRSE nominated representative.

xi) 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.

xii) 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.

xiii) Contractor's Safety Personnel (संविदाकारकेबचावकर्मचारी) (for working inside GRSE): - 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.

xiv) 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.



xv) **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.**

xvi) **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रामेवृद्धीयाप्रवेशणकिसीभीपरिस्थितीमेंअमान्य. 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.

xvii) **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.

xviii) 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.

xix) 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.

xx) 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.

xxi) Cyber Security Secrecy

The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials compiled 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 24 अनुच्छेद 24: SUBMISSION OF BID बिडकीपेशी-

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.
- c. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- d. 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 PERSONNEL INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-10.

The Vendor has to comply all mandatory liabilities, Entry/exist of their personnel(s) as applicable for carrying the job as per prevailed procedure/CLMS policy of GRSE. The Firm/Service provider shall only be responsible to maintain PF, ESI/Employees compensation insurance policy/Accident policy as per compensation Act, 1923/any other relevant medical policies for their workmen/technician/team as applicable for carrying out the job inside GRSE premises.

ARTICLE 27 अनुच्छेद 27: PRE-BID MEETING बोलीपूर्व बैठक-

Pre-bid meeting will be held on **22.08.2024 at 10:30AM at PMT Conference room, GRSE Bhavan,** to discuss the detail scope of work of the tender.

- **Submission of NDA in order to get complete details (including Scope of Work and technical details) and subsequent participation in pre-bid meeting is mandatory.**
- **Attendance in Pre-Bid meeting by the vendor is a mandatory prerequisite for participation in this tender. Firm/Bidder has to mandatorily attend the pre-bid meeting physically prior to submission of their offer/bid. The cost for attending the meeting has to be borne by the Firm.**
- **Bidders are required to collect complete detail of technical scope /specification upon submission of signed NDA at PMT Office, GRSE Bhavan prior to attending of pre-bid meeting.**
- **Offer of the Firm/bidder will be liable for rejection, if pre-bid meeting will not be attended by firm/bidder.**

Vendors interested to participate in Pre-bid meeting should collect Build/technical specification by submitting NDA and inform with pre-bid queries and their particulars at least within 20.08.2024.



Information to participate in pre-bid meeting and queries (if any) should be forwarded in time to following mail IDs:

- i) **Ms. Debalina Chowdhury, AM (Contract), E-Mail**
Chowdhury.Debalina@grse.co.in
- ii) **Ms. Amrita Chakraborty, SM(PMT) through mail (e-mail ID –**
Chakraborty.Amrita@grse.co.in)

Vendor should forward following for their gate entry at GRSE

- a) Aadhaar card copy (with address) of person who will attend pre-bid
- b) Mobile no. and mail ID
- c) 01 closed face photo (in jpg format)

**Debalina Chowdhury
AM (Contract)
Garden Reach Shipbuilders & Engineers Limited
GRSE 61 Park unit, 61, Garden Reach Road, Kolkata – 700 024
Mobile: +91 9147162442**



गार्डनरीचशिपबिल्डर्सएण्डइंजीनियर्सलिमिटेड

Garden Reach Shipbuilders & Engineers Ltd.

(भारतसरकारकाउपक्रम)

(A Government of India Undertaking)

SCOPE OF WORK

SUBCONTRACTING OF VESSEL CONSTRUCTION

REV 00

GRSE LTD.	SCOPE OF WORK : SUBCONTRACTING OF VESSEL CONSTRUCTION	SOR No. VESSEL /01
YARD NO: MEDIUM		REV: NIL
GROUP: GRSE	PREPARED BY: JM (PMT) DATE : 31/07/24	CHECKED BY : SM (PMT) APPROVED BY : CGM (PS, I& NT)
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A. List of Abbreviations

BV	Bureau Varitus
ABS	American Beurue of Shipping
BT	Basin Trials
CST	Contractor's Sea Trials
FMT	Final Machinery trials
TRIALS PROTOCOL	General Requirements for Assurance of Quality/ Trials protocol
HAT	Harbour Acceptance Trial
IACS	International Association of Classification Societies
OEM	Original Equipment Manufacturer
QA DEPT	Quality Assurance Department
QAP	Quality Assurance Plan
SAT	Sea Acceptance Trial
SOTR	Scope of Work
SOTR	Statement of Technical Requirements
STW	Set To Work
TPIA	Third Party Inspection Agency

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B. List of Definitions

Binding Data	A document describing the equipment dimension, weight and maintenance envelope of equipment. It also contains interconnectivity diagram, cable cross-section details, heat dissipation information and equipment mounting details.
Build Specification	A document containing detailed specification of vessels to be built by shipbuilder for the customer.
Build Strategy	A document describing the plan and strategy of work for undertaking the construction of vessels in keeping with the required delivery schedule and availability of yard resources.
Nesting	The process of laying out cutting patterns to minimize wastage of steel plates.
Project Manager	The person authorized by the Contractor to be the nodal point for all project related communication with stakeholders
Project Monitoring Team	The Customer's resident team at Contractor's shipyard premises entrusted with the responsibility of monitoring progress of project work.
Ship Crew	The crew appointed by customer for operating the vessel.
Class	Refers to the Classification Society
Ship Fit Definition	A document containing details of every equipment fitted in the ship in respect of Hull Outfit, Engineering, Electrical & Weapons discipline.
Contractor	Firm which has been contracted for execution of work as indicated in this SOTR. The term applies equally to the firms undertaking work package I and work package II.

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1. Introduction

1.1. Garden Reach Shipbuilders & Engineers Ltd (GRSE) would like to select a contractor through a tendering process for undertaking complete construction of 01 no. vessel including tests & trials inside GRSE premises (at GRSE RBD Unit or other units). The work shall be undertaken based on build specification, design & drawings provided by GRSE. Major equipment/ items which will be provided by GRSE is placed at **Appendix A** to the SOTR. The contract for construction will be awarded based on Qualification Requirements (QR) indicated in NIT. Submission of NDA in order to get complete details (including Scope of Work and technical details) and subsequent participation in pre-bid meeting is mandatory.

2. Class Notation

2.1 The vessel shall be constructed under supervision and in accordance with the rules and regulations of Bureau Veritas (BV) / ABS Class (to be clarified during pre-bid) and individually referred to as the "Classification Society. Class Notation of the Vessel can be obtained by prospective bidders after submitting the Non-Disclosure Agreement to GRSE. (Format for NDA is placed at **Appendix D**). Classification certificates shall be provided in accordance with the Classification Society rules upon delivery of the Vessels. The following rules and regulations (if applicable) are to be complied with:

- International Convention for the Safety of Life at Sea (SOLAS), 1974 with latest amendments.
- International Convention on Load Lines, 1966 with latest amendments
- International Convention on Tonnage Measurement of Ships, 1969
Other rules and regulations applicable

3. LOA : Approx 55-65m. Detailed Principal Particulars will be provide on submission of NDA. Vessel is displacement sensitive and all measures need to be taken for weight management and displacement control.

4. Construction Time Frame

Start Date #	Delivery Date	Duration (Months)
Early Oct 24	End Oct 25	13

Commencement of provisioning of cut plates, Start Date to launch – 09 months, Launch to Delivery - 04 months

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5. Build Specifications

5.1 All activities under the scope of the Contractor shall be undertaken in line with Build Specifications.

5.2 Technical Specifications and General Arrangement drawing of the vessel can be obtained by prospective bidders after submitting the Non-Disclosure Agreement to GRSE. (Format for NDA is placed at **Appendix D**)

6. Confidentiality and Intellectual Property Rights (IPR)

6.1 All information given to the Contractor for execution of this order or generated by the Contractor during execution of work are Intellectual Property of GRSE and are to be treated as Confidential. All technical information, drawings, specifications & other related documents forming part of this work are property of GRSE & shall not be used for any other purpose except for execution of this order.

6.2 No information, drawing or document shall be copied, transcribed, traced or reproduced in any form to a third party and used in any other form whatsoever without GRSE's prior consent in writing, except to the extent required for execution of this order. The Contractor shall return all inputs / documents provided by GRSE at the end of engagement/ conclusion of the contract. Any violation shall be considered as infringement of Intellectual Property Rights of GRSE. The Contractor shall be bound by Official Secrets Act promulgated by Government of India. The Contractor shall submit a Non-Disclosure Agreement with GRSE to this effect, after placement of order.

7. Scope of Work

7.1 The VESSEL shall be designed and built to Bureau Varitus (BV) / ABS Class. The classification agency for design and construction will be engaged by GRSE. However, class inspection of equipment and items at OEM premises of items procured by contractor is to be arranged by the contractor. Equipment selection and system design has been done by GRSE as indicated in the Build Specifications of VESSEL. The list of equipment/ systems/ material that shall be procured and provided as Free Issue Material (FIM) by GRSE is placed at Appendix A to this SOTR. Design, drawings required for successful execution of the project shall be provided by GRSE to the contractor. The vessel shall be constructed by the contractor adopting integrated construction (IC) methodology wherever possible. Towards adopting IC, plumbing and cabling jobs shall be undertaken during the block fabrication stage to the extent feasible. The details of activities to be undertaken towards construction of the vessel by GRSE and the Contractor are explained in the succeeding paragraphs. While the details provided below is as exhaustive as feasible, any activity / work required as per standard

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ship building practice to make the vessel fully ready for handing over to customer shall be under scope of the contractor.

7.2 Scope of Contractor. All facilities/ activities required for progressing construction are to be provided by the contractor (excluding those explicitly indicated in GRSE scope). The Contractor shall arrange all the items/ tools/ tackles/ jigs/ machineries related to execution of shipbuilding job which are not under GRSE scope and are necessary for construction of the ship. Such facilities include but not limited to are listed below:-

- a) Material movement & accounting for the items issued. All material handling facilities like hydra, forklifts, battery operated trollies etc.
- b) All tools, machines, equipment, jigs and tackles etc. required for undertaking the work will be in the scope of the contractor and needs to comply with the safety rules and regulation of GRSE. Some typical equipment/ machinery (indicative) include:-
 - i) Welding machines, pug machines, grinding machines, electrode baking oven, portable ovens, riveting gun and all other tools and tackles.
 - ii) Cutting machines, drilling machines and grinding machines. Jacks/Jigs for block erection, machinery installations and all other related activities.
 - iii) Digital spirit level, jack/ jigs, chain pulleys, sliding clamping lugs, etc. for block fabrication & erection and machinery installation.
 - iv) Pipe bending, flanging & arrangements for carrying out shop floor and on-board pressure testing of pipe.
 - v) Dynamometer, Barometer, Manometer, Pressure gauge, Elcometer, Hygrometer, Thermometer, holding arrangement for valve and manometer/pressure gauge, Slings, D shackles, Developer and Penetrant for DPI etc.
 - vi) Compressors with required hoses, submersible pumps, tullu pumps, fire hose with couplings and nozzle, Paint spray machine with hose and different size tips and nozzles.
- c) Consumables like welding electrodes, filler rod, brazing rod, gasket, distilled water, grease, Ceramic back strip, welding & cutting gases etc.

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d) Providing sufficient protection of the installed items as per Yard directives. Protecting/ covering/ Preservation material like plastic wrap, adhesive tape (plastic & paper), tarpaulin, self-adhesive plastic film Neoprene rubber sheet, etc.

e) Temporary generators, temporary lighting/ electrical support, temporary air conditioning service etc.

f) The Contractor is to ensure proper cleanliness all around his work area while working on board ship/ shop floor/ work area.

g) All Fasteners for fitment of equipments/fittings, roofing nuts & bolts for cable tray, cable binding ties, ferrules, cable identification brass clips, PVC sleeves/ tapes, glass fibre tapes, metallic conduit pipes/ fittings and clamps, packing wood/ Neoprene rubber for conduit sealing and all other related installation materials will have to be supplied by the Contractor.

h) Stainless Steel fastners are to be provided by the Contractor for fitment of items in weather deck.

i) Crimping tool for cable lugs, crimping sockets for termination work (where ever to be carried out by the Contractor) will have to be arranged by Contractor . Grommets required for the cable entry are to be provided by the firm wherever necessary while cables are passing through panels.

j) Fixing Ship's name boards/ state boards, name plates on valves, equipment, compartments etc. as per drawing. Name boards and tally plates will be provided by GRSE.

k) Staging materials required for the ship as required.

l) Other items not listed in Appendix A but required to carry out work that is in the scope of the contractor.

7.3 Vessel Construction

a) The Contractor shall undertake complete construction of the vessels as per Technical Specifications, approved drawings/ documents and

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approved QAPs/ trials protocols. The contractor may have to work in required number of shifts to complete the given work on time.

b) Hull & Superstructure Fabrication. Steel/ plates cutting required for skids, blocks and seats will be undertaken by the GRSE. Collection of cut plates for further processing, Block fabrication, erection etc. shall be undertaken by the subcontractor. Radiographic Testing (RT) will be in GRSE scope. However, cost of repeat RT and penalty shots will be at the cost of the contractor. Additional cost for RT failure will be deducted from the contractors bill. The contractor may have to work in required number of shifts to complete the given work on time.

c) Hull fabrication and erection work will be undertaken in two parts as indicated under:-

i) Forward part is from frame 27 to frame 83. This part will consist largely of a parallel middle body (barge like structure) in addition to the stem/ fore peak area.

ii) Aft part which will essentially consist of the machinery space, propulsion system, steering gear, other associate main machinery and the superstructure.

d) While the hull fabrication/ erection work will be in two parts and may be undertaken by two separate contractors based on L1 determination, all outfitting activities for both parts (i.e. complete ship) and complete integrating of the forward part with the aft part (including hull, structure and all systems) will be in the scope of the contractor who will be undertaking the fabrication/ erection of the aft part.

e) Therefore, there will be two work packages for which separate L1 determination would be undertaken as indicated below:-

Work Package I – Hull fabrication/ erection/ consolidation of forward part from frame 27 to frame 83 (approximate weight – 330 Ton). All structural components/ parts integrated to hull structure (viz. Anchor way arrangement, system way arrangement, housings integrated to hull structure, seats, sea chest etc) will be considered as structural

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work and will be under scope of Work Package I. Completion timeline: 06 months from placement of LOI/PO.

Work Package II – Hull fabrication of aft part (aft of Frame 27), including superstructure (approximate weight – 238 Ton). Integration of the forward part with the aft part (to complete ship hull structure). Complete outfitting of the whole ship (including both forward and aft parts) and trials/ handing over of the vessel to GRSE as per details provided in this SOTR and Build Specifications. Completion timeline: 13 months from placement of LOI/PO.

f) Indicative scope of hull fabrication work is placed at **Appendix C** of this SOTR.

g) Indicative scope of Piping installation work is placed at Appendix -E. Work package II contractor is responsible for execution of entire job of Appendix – E.

h) Material handling, Shipping-in, Installation, STW, testing/ inspections and HATS/ SATS of all equipment as well as systems as indicated at Appendix A and Appendix B will be in the scope of the work package - II Contractor except where specifically indicated in this SOTR. Material handling, Shipping-in, Installation, testing/ inspections for the work package I will however remain in the scope of the contractor undertaking work package - I.

i) Cable Laying and Electrical / Navigation/ Communication Work Package. Installation of the complete electrical equipment including cable laying will be undertaken by the work package-II contractor. The electrical equipment that would be provided by GRSE is indicated at Appendix A.

j) Support to OEMs for Equipment STW/ trials and Turnkey jobs. Cable routing/ dressing, first point connections, readiness of equipment, plumbing readiness, STW/ Trials related jobs etc. are to be undertaken by the work package-II contractor as per the drawings/ documents/ QAPs/ trials protocols. The Contractor shall provide necessary assistance to OEMs of GRSE supplied equipment/ systems for undertaking STW/ Trials and enable them to complete such jobs within the GRSE contracted man-days. The Contractor shall be responsible for preparedness of equipment as per OEM check list and ensuring workmanship, prior requesting deputation of OEM service engineers. Notice for calling OEM reps shall be given by the Contractor with an advance notice of 10 days during STW/ HATs/ SATs/ defect rectification etc. Defects occurring due to improper workmanship /

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non-adherence to the proper SOP as advised by OEM / mishandling of the eqpt attributable to the Contractor shall be made good by the Contractor at their own cost. Cost of OEM man-days lost due to reasons attributable to the Contractor shall be deducted from the bill raised by the Contractor.

k) Adherence to meet Noise and Vibration control measures. The Contractor shall also adhere to the noise control measures during production, as per the approved compartment insulation plans and foundation drawings to ensure compliance with Class requirements.

l) ACVR / HVAC. ACVR / HVAC work will be undertaken by a separate Turn Key Contractor. This will include work including equipment installation, piping, trunking fabrication/ erection, cable connecterisation, STW and trials/ proving, in accordance with OEM design/ drawings/ specifications. The Work package II contractor would, however, have to provide all support to the Turn Key Contractor to ensure complete integration with ship systems/ equipment and trials.

m) Modular accommodation: Modular accommodation work in accommodation spaces and other spaces in the superstructure will be undertaken by the Modular Accommodation Sub-Contractor. This will include bulkhead panel fitment, compartment outfitting such as insulation, furniture fitment and bunks fitment. The Work package II contractor would, however, have to provide all support to the Modular Accommodation Sub-Contractor to ensure complete integration with ship systems/ equipment and successful handing over of compartments.

n) Deck Covering : Deck covering/ deck underlay work will be undertaken by the Modular Accommodation Sub-Contractor. This will include surface preparation or cleaning, dado work, deck underlay, top coat etc. The Work package II contractor would, however, have to provide all support to the deck underlay Sub-Contractor to ensure complete integration with ship systems/ equipment and readiness of decks.

o) Handing over of compartments. Upon successful completion of CST, the work package II Contractor shall hand over vessel to ship's crew. Pending jobs, if any, shall be undertaken during this period. The ship will be handed over to GRSE post completion of CST of the ship, handing over of compartments and liquidation of all the defects for compartments.

p) Miscellaneous jobs of Contractor (as applicable). An indicative list of such jobs is given below: -

i) Fabrication and Installation of all seats and foundations.

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- ii) Fairing of structures
- iii) All other electrical fittings such as ceremonial lights, preparation and Installation of ceremonial garlands etc.
- iv) Test/ trials of all the necessary fittings such as soft patches, doors, hatches, scuttles, windows, water tight cable glands, deck and bulkhead fitting of water tight surfaces, etc.
- v) Fabrication and erection of chequered flooring with supporting structure
- vi) All Kinds of markings such risk marking band markings, flow markings, etc (also part of Paint Scheme)
- vii) Provision for accommodating approximately 30 personnel including food and other arrangements for sea trials.
- viii) Dock cleaning and dock block arrangement.
- ix) Insulation of pipes
- x) Installation of Fire Fighting items
 - a. Fitment of cylinders, brackets, hoses, release stations.
 - b. All other fittings as per drawings.
- xi) Fitment of Tank content gauges and other gauges
- xii) Fitment and trials of remote-control arrangement of valves and rod gearings.
- xiii) Installation/fitment of awning stanchions, Jack staff, Ensign staff, guard rails, hand rails, foot rails and footsteps, deck eyes for lashing of gangways, manufacture and fitment of racks and shelves
- xiv) Installation of all deck machineries such as anchor capstan, mooring capstan, deck crane, davit, towing hook, etc.
- xv) Others relevant jobs, if any, towards ship readiness

7.4 Inspections & Trials

- a) The work package II Contractor shall complete all equipment inspections and trials as per approved TRIALS PROTOCOLS and in line with class requirements.
- b) GRSE shall provide support related to testing & trials of machinery & equipment by provisioning of required equipment specific testing tools, load banks/ load tanks and Chart recorder. Balance requirements are to be met by the Contractor.

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c) Consumables required for commissioning of the systems / equipment's like Diesel for Generators, lube oils, hydraulic oils, fresh water etc. will be provided by GRSE. However, collection of same from designated places, shifting on-board and filling in the respective systems will have to be undertaken by work package II contractor.

d) Trials and acceptance of all machinery and systems shall be as per approved TRIALS PROTOCOLS. Trials will be carried out in presence and involvement of OEM reps. However, the work package II contractor shall be responsible for installation as per the instructions and to provide support for conduct of trials and proving of all equipment.

e) The work package II Contractor shall coordinate and ensure successful completion of HATs and sea trials of equipment as per Build Specification. Further, successful conduct of Basin Trials (BT), Inclining experiment, Contractor's Sea Trials (CST), Final Machinery Trials (FMT) and other trials as per Class requirement will be under scope of the contractor.

7.5 Support Services and facilities to be provided by the contractor (as applicable): The Contractor shall provide all support services that shall not be limited to but shall include the following: -

a) Project Planning, Monitoring & Control

b) Quality Assurance/Quality Control

c) Weight recording and control

d) Only, docking/ berthing and ship movements inside dock/ dock mouth shall be arranged by GRSE. However, all the activities during docking phase including dock block arrangements, dock cleaning, cleaning of underwater area, anchor chain cleaning and painting, underwater strainer cleaning and painting etc for any other dry docking necessitated due to major technical issue shall be the responsibility of the work package II contractor.

e) Processing of material outside GRSE premises. The contractor is permitted to take out material issued to them outside GRSE for processing against proper documentation as per NIT subject to approval of competent authority of GRSE and return the same on completion of processing. The documentation will clearly indicate the purpose and details of the items being taken out of GRSE. Each and every material is to be identified during collection and return. The items are to be returned to GRSE with proper

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reconciliation sheet and acceptability by competent authority. The items are to be reconciled / replenished by the contractor if any discrepancy is observed in the reconciliation sheet / quality of the returned items/ rejection of the returned items etc.

f) Transportation required for any material outside GRSE post issuance to the contractor are to be arranged by the contractor. Items may be issued to the contractor directly from the stores in case of the item is to be processed outside GRSE.

g) Space will be allocated to the Contractor inside GRSE for storing of material. However, enclosed temporary store/ container may be arranged by the Contractor for storage of equipment/ material.

h) Material lost/ damaged during processing / transportation outside GRSE premises shall be replenished by the Contractor.

i) Support during crew training on-board ship

j) Liquidation of defects observed during inspections/ trials as well as any outstanding defects and liabilities related to contractor's scope of work and workmanship.

8. Free Issue Material

a) List of equipment and material that would be provided by GRSE as 'Free Issue Material' to the Contractor has been indicated at **Appendix A** of this SOTR.

b) The Contractor shall raise requisition of any material at least 15 days in advance of requirement date. GRSE shall issue equipment/material from GRSE stores to the contractor account / temporary store against delivery challan. Transportation (including material handling man-power) from GRSE Stores and record keeping of the issued equipment/material shall be ensured by the contractor. In case of any damage / discrepancy observed in material during collection, the same shall be brought to the notice of GRSE by the Contractor within 24 hrs of delivery. Safety and security of the equipment/material will be responsibility of the contractor once any material is issued to the contractor. The contractor shall be liable to replenish the material/ equipment against damage or loss of the issued material. The Contractor shall arrange transportation of shifting the material from temporary stores within the unit to the construction site.

c) The Contractor shall maintain record of Material supplied by GRSE, indicating the quantity received and installed. The Contractor shall maintain a 'Traceability Register' for all issued material from its inception in temporary store

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till final use onboard vessel. The records shall be submitted every month by the Contractor to GRSE PMT for review. The Contractor shall prepare and submit a reconciliation document upon delivery of the vessel, and the same shall be duly certified by GRSE PMT.

9. Preservation & Maintenance of Equipment.

a) The Contractor shall be responsible for preservation, upkeep and maintenance of all equipment issued to the contractor for construction. All activities undertaken on machinery/systems based on manufacturers' recommendation up to time of handing over and running hours is to be recorded in log books and thereafter handed over to GRSE PMT. However, specific activities of preservation where OEM engineers are essential shall be arranged by GRSE at GRSE's cost. The deployment of OEM engineers will be mutually worked out between GRSE and the work Package-II Contractor.

b) Once the equipment is installed onboard, the external upkeep and maintenance of hygiene shall be the responsibility of Contractor. The Contractor shall also be responsible for preservation of accessories viz equipment mounts, bellows and hoses etc. Periodic turning of all rotating equipment have to be ensured by the work Package-II contractor. A logbook has to be maintained to record of periodic turning.

10. Project Management.

a) The Contractor shall appoint a well-qualified and experienced Project Manager and a project management team for planning, monitoring, controlling vessel construction work and risk management. If warranted based on assessment of GRSE PMT, the Contractor shall replace the Project Manager or other official in his team with more experienced officials in the larger interest for efficient progress of the project.

b) The Contractor shall prepare a Build Strategy document, schedules for construction, outfitting and trials for the vessel so as to deliver the vessels within the time frame. The pre-launch and post-launch schedule shall be prepared by the Contractor by dovetailing equipment delivery schedule of GRSE supplied equipment. Project Manager appointed by Contractor shall be the single point of contact for GRSE.

c) Progress Review. Progress review meetings shall be conducted by GRSE every month and quarterly reviews shall be conducted by senior management of GRSE. The Contractor shall submit monthly progress report to GRSE by the 2nd day of following month in a specified format as provided by GRSE.

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d) Periodic review meetings with various agencies/ reps such as Class & GRSE shall be conducted towards finalisation of major milestones of the Project. The modalities of such meetings shall be deliberated during construction stage.

e) The Contractor shall appoint a well-qualified and experienced safety officer for overseeing and ensuring compliance with safety regulations and guidelines. If warranted based on assessment of GRSE PMT, the Contractor shall replace the safety officer with more experienced officials in the larger interest for efficient progress of the project.

f) The Contractor shall deploy well-qualified team for documentation throughout the execution of the project.

g) Work Done Certificate (WDC): WDC shall be issued by GRSE upon completion of each stage of progress in accordance with inspection notes.

h) The stages of physical progress relevant for claiming stage payments are as follows: -

i) Payment for Work Package I

Stage	Percentage	Condition
I	10% of Work Package I price	<ul style="list-style-type: none"> Completion of 10% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
II	20% of Work Package I price	<ul style="list-style-type: none"> Completion of 30% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
III	20% of Work Package I price	<ul style="list-style-type: none"> Completion of 50% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
IV	20% of Work Package I price	<ul style="list-style-type: none"> Completion of 70% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
V	20% of Work Package I price	<ul style="list-style-type: none"> Completion of 90% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
VI	10% of Work Package I price	<ul style="list-style-type: none"> Handing over of complete work and post issuance of Final Acceptance Certificate issued by GRSE for forward portion.

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ii) Payment for Work Package II

Stage	Percentage	Condition
I	10% of Work Package II price	<ul style="list-style-type: none"> Completion of 10% structural work which shall be supported by Inspection Certificates issued by GRSE and classification society.
II	10% of Work Package II price	<ul style="list-style-type: none"> Completion of Hull (without superstructure) under scope of Package II which shall be supported by Inspection Certificates issued by GRSE PO placement of equipment supported by PO copies
III	20% of Work Package II price	<ul style="list-style-type: none"> Completion of full structure under scope of Package II supported by inspection certificates issued by GRSE Delivery of equipment at GRSE supported by Inspection notes and Delivery Challans at GRSE
IV	10% of Work Package II price	<ul style="list-style-type: none"> Completion/ consolidation of full main hull which shall be supported by inspection certificates issued by the classification society. Completion of installation of outfitting items (viz hatches, manholes, doors, scuttles etc.) which shall be supported by inspection certificates issued by GRSE.
V	10% of Work Package II price	<ul style="list-style-type: none"> Installation of engine, generator on-board which shall be supported by class certificates issued by the classification society.
VI	20% of Work Package II price	<ul style="list-style-type: none"> Completion of piping, electrical & other outfitting which shall be supported by inspection certificates issued by the classification society.
VII	10% of Work Package II price	<ul style="list-style-type: none"> Successful completion of test trials of which shall be supported by inspection certificates issued by the classification society.
VIII	10% of Work Package II price	<ul style="list-style-type: none"> Handing over of compartments and post issuance of Final Acceptance Certificate issued by the classification society.

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iii) WDCs shall be issued, after scrutiny of all inspection reports and clearance by GRSE/ Class at various stages of inspections, for the activities associated with a particular stage payment.

iv) The Contractor shall submit WDC along with their invoice to GRSE for release of stage payments.

11. Hindrance & Delay

The Hindrance Register shall be maintained by the Contractor to document following aspects after placement of work order: -

- a) Reasons for delay vis-à-vis the mutually agreed schedule (Hindrance) viz
 - (i) Delay in GRSE Inputs (viz Material/Documents/ Services/Inspection call)
 - (ii) Delay by TPI/Inspection agency
 - (iii) Delay on account of OEM
 - (iv) Non-performance by the Contractor
 - (v) Delinquency by Contractor.
 - (vi) Force majeure
 - (vii) Any other relevant reason
- b) Sources of delay (Attributability)
 - (i) Contractor
 - (ii) GRSE
 - (iii) Class/TPI
 - (iv) OEMs
 - (v) Any other agency
- c) In case the hindrance is on account of GRSE and GRSE is unable to remove hindrances immediately, the Contractor shall be informed accordingly.
- d) Slippage of cardinal dates, if any, shall be intimated to GRSE through a delay report. The cause, attributability of delay and impact on critical path should

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be brought out unambiguously in such delay report along with proposed risk mitigation strategy. The baseline schedule shall be updated after review with GRSE.

12. Modification and Rework

Rework necessitated due to deviations/omissions/poor workmanship by the Contractor shall be the liability of Contractor and cost of such rework shall be borne by Contractor. However, modification request may also be initiated by GRSE. In case, modification is requested by GRSE post completion of work, then additional cost will be reimbursed by GRSE on pro rata basis based on established rates available in GRSE for respective work. Time implication, if any, due to modification requested by GRSE will not be attributable to the contractor.

13. Quality Assurance/ Quality Control

a) The vessel delivered shall be free from defects in material, workmanship and manufacture; consistent with established and accepted quality standards and in full conformity with Build Specifications and class requirements.

b) The Contractor shall: -

- i) Undertake quality control inspection, surveys and tests during construction, as per approved QAPs/TRIALS PROTOCOLS/ HATs/ SATs schedule and record the results and submit to inspection agency along with inspection call letter.
- ii) Intimate QA/ Trial agency in advance (at least 03 days) for the requirement of inspection with pre requisite documents. Tentative trial schedule shall be shared 30 days in advance for submission to Class.
- iii) Co-ordinate all inspection and equipment trial activities with Classification Society and GRSE.
- iv) Be accountable for timely completion of work as per schedule. In case of rejection due to faulty workmanship of the Contractor, the cost of material plus overhead charges shall be borne by the Contractor.
- v) The Contractor shall provide all assistance for carrying out examination, measurement, testing and inspection of the work. All work is to be carried out under the supervision of qualified quality

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supervisors. The supervisors are required to be present at all times as long as his workmen are at site.

- vi) Qualification of Supervisors: Diploma trained with 5 years' experience in their respective fields. Welding supervisors are to be NDT trained for DP, RT and UT level I/ level II (ASNT/ ISNT) and certified welding inspector courses (WRI Trichy, IIW etc.). Paint Supervisors should be NACE Level-2 qualified.
 - vii) The Contractor shall use GRSE approved weld consumables. The weld consumables must have annual approval certificate of CLASS.
 - viii) Only CLASS certified welders shall be deployed by the Contractor for fabrication and erection as per class approved WPS. Welders employed by the Contractor shall be qualified for 2G/3G for MIG and 2G/ 3G/4G for SMAW. Pipe welders shall be 2G 5G and 6G. If flanging machines are not available, pipe welding shall be done in TIG only for the collar.
 - ix) The Contractor shall target at least 70% welding by MIG/ MAG, balance 30% by SMAW/ other process acceptable for steel, welding shall be TIG/ MIG.
- c) GRSE reserves the right to inspect all operations of the Contractor to ensure conformity with specifications and class requirements. The presence or absence of GRSE's representative does not absolve the Contractor of its responsibility for quality assurance and quality control.
- d) Proper documentation for stage inspections, test & trial reports, certification and hold points shall be maintained by the Contractor. On completion of work and handing over of each compartment/system, entire set of such documentation maintained should be handed over to GRSE.
- e) The contractor shall submit the draft QAP to GRSE,QA for approval of Class & Owner with in seven days of placement of order.

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Appendix A

List of Free Issue Equipment/ Systems /Items

Will be provided post submission

of NDA

GRSE LTD.	SCOPE OF WORK : SUBCONTRACTING OF VESSEL CONSTRUCTION	SOR No. VESSEL /01
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GROUP: GRSE	PREPARED BY: JM (PMT) DATE : 31/07/24	CHECKED BY : SM (PMT)
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Appendix B

**INDICATIVE LIST OF EQUIPMENT/ MATERIAL IN SCOPE
OF CONTRACTOR**

**Will be provided post submission
of NDA**

GRSE LTD.	SCOPE OF WORK : SUBCONTRACTING OF VESSEL CONSTRUCTION	SOR No. VESSEL /01
YARD NO: MEDIUM		REV: NIL
GROUP: GRSE	PREPARED BY: JM (PMT) DATE : 31/07/24	CHECKED BY : SM (PMT)
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Appendix C

INDICATIVE SCOPE OF HULL CONSTRUCTION

Will be provided post submission

of NDA

GRSE LTD.	SCOPE OF WORK : SUBCONTRACTING OF VESSEL CONSTRUCTION	SOR No. VESSEL /01
YARD NO: MEDIUM		REV: NIL
GROUP: GRSE	PREPARED BY: JM (PMT) DATE : 31/07/24	CHECKED BY : SM (PMT)
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Appendix E3

INDICATIVE SCOPE OF PLUMBING

Will be provided post submission

of NDA



STANDARD TERMS & CONDITIONS (STAC)

Job Title कार्य का नाम:	<u>“SUBCONTRACTING OF VESSEL CONSTRUCTION” at GRSE</u> [to be executed as per SOTR No.VESSEL/01 (Annexure-I)]
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मानक निबंधन और शर्ते (एसटीएसी)

(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 Techno-commercial bid, wherever applicable as per NIT.

(2) MICRO & SMALL ENTERPRISE (सूक्ष्मऔरछोटेउद्यम) -

- 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 techno-commercial 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) For this tendered job, there will be NO Relaxation in prior Turnover and prior Experience Criteria for MSE / Start Ups companies.
- 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) Non-Divisibility of Tender Items: - 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) TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) –

- 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 techno-commercial 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)

- 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. **Refund of Earnest Money Deposits (बयाना जमा की वापसी)**
 - 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 180 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.) (किए हुए काम का 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) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रमिकों का पुलिस सत्यापन) :-**
(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) **GST REGISTRATION (जी एस टी पंजीकरण): -** 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 ***as stated in NIT***. 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):

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 (मात्रा भेद) :** 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 QUOTES अतर्कसंगत 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) 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. For Manpower Contract (श्रमशक्ति संविदा हेतु):

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):**

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 अनुरक्षण):** - 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 PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ** : - The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). 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 www.grse.in). 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) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (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.
- (23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता)**: 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 (पी पी ई की सूची)

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

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) **GUARANTEE FOR RAW MATERIAL(अनिर्मित सामग्री की गारंटी) :** 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 (बीमा)**: - 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) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड)**: -

- 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 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) **SECURITY OF INFORMATION (सूचना की गोपनीयता): -**

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 co-ordinate 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: -

- 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: -

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 छती):** 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.

- (41) **OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान):** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However, space for placing up to one container will



be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(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 NIT (Notice Inviting Tender) and STAC, NIT/SOTR 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.

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs:

Sl. No.	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date <i>as per Order</i>	Actual start date	Actual Completion Date	Order placed by	Order value	Measurement of quantity as applicable	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

(Signature of Authorized Representative)

Date:

Name:

Designation:

Official stamp

Note: Please add additional pages if required.

**FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK
(To be submitted in Letterhead of bidder)**

- 1. Name of the Bidder:**
- 2. Job Description:**
- 3. Tender Reference:**
- 4. Details of Existing relevant jobs:**

Sl. No.	Description of Existing relevant jobs	Order No., Date & Value (in INR) <i>(with supporting document)</i>	Scope of work for existing contract (To quantify)	Start & Completion date as per Order	Actual start date	Agreed Completion Schedule	Deployment of operatives for the existing contract (category wise)					Certified welders/ Supervisors/ Project monitoring team	Action Plan for resource mobilization
							USK	SSK	SK	HSK	Equipment		

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (in Rs.)
1	2022-23	
2	2021-22	
3	2020-21	

B. Detail of Solvency certificate:

Reference no. of certificate	Name of bank, Branch	Amount of Solvency (Rs.)

(Signature of Authorized Representative) Date:

Designation:

Note: i) **Audited reports for above FY to be submitted as supporting documents.**

ii) **Banker's letter confirming solvency to be submitted as detailed in Article-19**

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

1. **Name of the Bidder:**

Date:

2. **Job Description:**

3. **Tender Reference:**

Dear Sir,

(1) I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **31.07.2024** from taking part in Government tenders.

or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----has received tender holiday from M/s----- (name of PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations) from taking part in Government tenders for a period of ----- months w.e.f.-----to ----- (date). The period is over on ----- (date) and now our firm/company is entitled to take part in Government tenders. (relevant withdrawal/revocation document is attached).

(2) In case the above information are found inappropriate, I/We are fully aware that the offer submitted by our firm / contract awarded to our firm/company namely M/s ----- will be rejected/cancelled by M/s GRSE, and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

Signature -----

Name -----

Designation: -----

Name & address of the firm: -----

Date:

Signature of Bidder with Seal.

Form for Bid Security Declaration
(To be submitted in Company's Letterhead)

Date: DD/MM/YYYY

Bidder's Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

Kind Attn: (Name & Designation of tender issuing officer)

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE (Micro/ Small) / NSIC document.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 21 (i) of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of *[insert complete name of bidder]*

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2024.

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"

and

M/s..... having registered office address _____ hereinafter referred to as "the Bidder/Principal Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____(Job) and NIT no. _____. 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 Principal Contractors (s) in consideration of the Contract awarded to GRSE by Indian Navy, Government of India.

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 Principal 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, provide 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 contract 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)/Principal Contractor(s)

[1] The Bidder(s)/Principal 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)/ Principal 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)/Principal 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)/Principal Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Principal 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)/Principal Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Principal Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Principal 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)/Principal Contractor(S) will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries or any other person in connection with the award of the contract.

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

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

If the Bidder(s)/Principal Contractor(s) before award or during execution has/have 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)/ Principal Contractor(s) from the tender process or take action as per the extant procedure of the Principal.

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 Principal 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 has occurred for them 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/Principal Contractors/Sub-Principal Contractors.

- 1) The Bidder(s)/Principal Contractor(s) undertake(s) to demand from all sub-Principal 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, Principal Contractors and Sub-Principal 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 Contractor obtains knowledge of conduct of a Bidder, Contractor or Sub-Principal Contractor, 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 (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 its functions neutrally and independently. The Monitors report 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 Principal Contractor. The Principal Contractor will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Sub Principal Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Principal Contractor(s) /Sub Principal Contractor(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 Principal 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 pact, it 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 it by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

7) The 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 Principal 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 any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain 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

Place

Date

Date

Witness 1

(Signature Name & Address)

Witness 2

(Signature Name & Address)

NON-DISCLOSURE AGREEMENT
(to be executed in Non-Judicial Stamp Paper of Rs.100/-)

This Non-Disclosure Agreement executed thisDay of2024.

Between

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700024, hereinafter referred to as “**GRSE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**.

AND

M/s _____ (with full address)., (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in –interest, administrators and assigns) of the **SECOND PART**.

WHEREAS

For purpose of this Agreement, GRSE that discloses confidential information is herein after referred to as the “Disclosing Party” and M/s _____., that receives and or accesses confidential information here under is herein after referred to as ‘Recipient’

WHEREAS

_____ - being considered inter alia for the purpose of and as such some of the drawings/documents in connection with the said work are required to be disclosed which shall be treated as confidential and the said _____., shall not disclose or part with such drawings/documents to any other third party, without prior written consent from GRSE.

AND WHEREAS the said M/s _____., is obliged to execute an undertaking in the form of “Non-Disclosure Agreement” on handing over of GRSE and/or Designated Buyer owned data drawings/ documents and also confidential/proprietary drawings or technical information of any other party, as the case may be, to them by GRSE, duly promising and/or undertaking to keep and treat such data, drawings/documents as strictly ‘confidential’.

NOW THEREFORE both GRSE and M/s _____., do hereby agree as follows in the premises aforesaid:-

1. In the Premises aforesaid it is agreed as follows :

- a) “Confidential Information” means and includes any and all facts, knowledge, information, data and drawings and documents of any nature whatsoever, whether written or electronic mode owned and/or possessed by GRSE notwithstanding it belongs to any person, government or otherwise not limited to ideas, designs, data, source code, processes, computer programming, flow diagrams, know how, computer programming and other software and software techniques and such other notes, interpretation, derivative or analysis of data that has been or may hereafter be provided or shown to the Recipient or is gathered, received or obtained directly or is otherwise obtained from the review of GRSE’s documents. It is agreed that any and all reports, notes, minutes, summaries, flow charts, diagrams and any other information that is prepared based on the discussions and interaction with GRSE pursuant to this Agreement shall be deemed to be Confidential Information under this Agreement.

b) During the pre/post-bid discussion and subsequent agreement between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said agreement, M/s [REDACTED], the recipient, undertakes that the data, drawings/ documents so received in any form whatsoever shall be:

- i) Protected and kept as strictly confidential by them.
- ii) Disclosed to and used only by the persons within the organization of M/s _____, who have a need to know solely for the purpose as described above and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.
- iii) Used in whole or in part solely for the purpose intended and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
- iv) Neither disclosed nor cause to be disclosed directly or indirectly to any third party.
- v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
- vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.

2. Nothing in this agreement or the disclosure of the information or data or systems, to be intended to be granted or shall be construed as granting to M/s [REDACTED], any rights, title, interest or license other than the right to use such data, drawings/documents etc for the purpose intended and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers and the property in all the information/data/ drawings or documents disclosed by GRSE to M/s _____. In this regard for the purpose of post-bid meeting/discussions or for execution of job if any, to be subsequently awarded by GRSE shall, subject to the rights of the owner, rest with GRSE.

3. Neither party shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or _____ any Agreement, if any, to be entered into subsequently.

4. M/s [REDACTED] shall not make any copies or duplicate in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, M/s [REDACTED] shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.

5. Expiry, foreclosure or termination of the PO or any or all of the subsequent agreements entered into by GRSE and the said M/s [REDACTED], if any, in pursuance of the agreed scope, shall not relieve M/s [REDACTED] of their obligations under these

presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination.

6. In the event of expiry, foreclosure or termination, M/s [REDACTED] shall forthwith return to GRSE, all data and drawings/documents as received by them during tenure of the PO and/or subsequent agreements.
7. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.
8. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
9. M/s [REDACTED] shall indemnify and hold harmless GRSE from and against any action, claim or proceeding and any loss, damage, costs, expenses or liabilities arising out of such action, claim or proceedings, brought by any third party pursuant to any unauthorized disclosure or use of any data/document/drawings/ information by M/s [REDACTED], or by any person for whom M/s [REDACTED], is responsible under this agreement, or pursuant to any breach of any undertaking, warranty or representation contained in this Agreement.
10. This agreement shall be governed under the Indian Laws and the Courts in the city of Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
11. GRSE' standard arbitration clause as contained in Annexure – I shall apply to this agreement for resolution of disputes between the parties.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	FOR M/s [REDACTED],
Signature :	Signature :
Name :	Name :
Address :	Address :

WITNESS 1	WITNESS 2
Signature :	Signature :
Name :	Name :
Address :	Address :

Annexure – 9

NIT no.: SCC/DC/OT(Press)/Vessel Construction/022/ET-3039 Description: SUBCONTRACTING OF VESSEL CONSTRUCTION	
ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with Technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Address	
Contact Person with Designation	
Contact details (Mob No. e-mail ID)	
Proprietorship/Partnership/ JV / Consortium /Pvt. Ltd./PSU/ Public Ltd. (as applicable) <i>(agreement need to be submitted in case of JV / Consortium)</i>	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification/trade licence/Memorandum/ others as applicable	
Labour License no.	
PF Registration no.	
ESI Registration no.	
EMD - DD /BG no. and date with validity	
MSE/NSIC registration certificate	
Bid security Declaration (Annexure-6) with MSE Udyam (if applicable)	
Annexure-3 (Tech eligibility) with documents	Submitted with documents / Not submitted
Registered Office or Branch Office address in Kolkata	
Financial Eligibility Annexure-4 with documents	Submitted with documents / Not submitted
FY-2020-21 (Rs.)	
FY-2021-22 (Rs.)	
FY-2022-23 (Rs.)	
Average Annual Turnover of last 3 F.Y. ending on 31.03.2023	Rs. _____
Solvency Certificate from Banker	Bank letter no. and date and Rs.
Self-Certification for not having tender Holiday, Blacklisting as on 31.03.2024 (Annexure-5)	(Annexure-5) submitted/ Not submitted
Integrity Pact (Annexure-7) in Rs. 100/- Non-judicial stamp paper	IP Submitted/ Not submitted
NDA submitted to get complete technical specification	Submitted/ Not submitted
TReDS Registration no. in case of MSME	

Annexure – 10**APPENDIX – ‘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.

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