



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024

Web site वेब: www.grse.in, E-Mail ई मेल: dey.ashimkumar@grse.co.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited, a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent Electrical Contractors 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/AKD/OT(Web)/PI, FI & HO/023/N.ET-3054	Dated: 02/09/2024
Job Title कार्य का नाम:	“BIENNIAL RATE CONTRACT FOR SERVICES RELATED TO CONDUCT OF PI, FI AND HO OF NON-MODULAR COMPARTMENTS FOR ASW SWC SHIPS AT GRSE”	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (61 Park)	

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	02/09/2024	
Tender Due Date निविदा जमा की अंतिम तिथि	23/09/2024	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	24/09/2024	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मूल्य (स्टैंक के परिछेद 03 मे उद्धृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) बयाना राशि जमा	Rs. 4,74,240/-
Security Deposit (SD) प्रतिभूति	5% of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5 % per week, Max 5% of unexecuted job
PBG पी बी जी	10% of Order Value (inclusive of GST)
Billing Frequency बिल करने की अवधी	Monthly progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on Totality Basis



Note: a) 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.

b) MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD and Tender Fee. Non-submission of EMD or a valid MSE/NSIC certificate may lead to offer rejection.

*** [The submission of EMD & Tender Fee instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSE certificates by the firms]**

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) (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
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	Check List of Statutory Responsibility of Contractor and Principal employer (attached with NIT)
Annexure 7 संलग्नक-7	Check List for Bill submission (attached with NIT)
Annexure 8 संलग्नक-8	Price Escalation Details Guideline (attached with NIT)
Annexure 9 संलग्नक-9	Format for Integrity Pact (attached with NIT)
Annexure 10 संलग्नक-10	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure11 संलग्नक-11	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	Format for - Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Format for - Bank Guarantee Format for SD (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-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	DD/PO or MSE/NSIC Exemption certificate towards Tender fee	Yes
2	DD/PO/BG or MSE/NSIC Exemption certificate towards EMD	Yes
3	Technical Acceptance Format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure-3	Yes
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure-4	Yes
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'2023 in support of Financial Eligibility.	Yes
8	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
9	PAN /TAN, GST, Labor License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.	Yes
10	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
11	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
12	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.	Yes
13	Integrity Pact (refer clause 01 of STAC) as per format at Annexure-9	Yes
14	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes
15	Confirmation of TReDS registration number (Entity ID) for invoice discounting system in case of MSME Organization	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.**
- c. **Registered Vendors with GRSE need not upload documents at Sl. 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.**
- d. **Bidders have to indicate Unique GeM Seller ID in COMMERCIAL MATRIX or prior to opening of price bids, failing which price bid of the bidder will not to be opened for further processing.**



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

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	Within 03 days from opening of Part I bid

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **GM (CC, HP & IP)**, Contract Cell, Commercial Department, 2nd Floor, GRSE 61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

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

(A) Tenure of Contract संविदा कार्यकाल- Initially, the rate contract shall be established for a period of **02 Years** from the date of commencement. The contract period may be extended for a further period of another 02 years with an one time escalation of rates and as per requirement of GRSE production schedule. Similarly, the contract period may be reduced also as per GRSE discretion.

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

(C) Job Starting & Completion Schedule कार्य आरम्भ, समाप्ती तिथी – The job starting & completion schedule will be as follows:

Sl. No.	Yard	Starting Schedule	Completion Schedule
1	3033	September 2024	December 2025
2	3034	November 2025	October 2026
3	3036	September 2024	February 2026

Details will be as per SOTR No. **SOR/H& HOF/3033-36/A/01 dt. 22.07.2024 (Annexure-1)**

(D) Inspection Authority - GRSE Production/QA/WOT/IRS as per QAP.

(E) Place of Work - The job is required to be executed at **GRSE Kolkata based Units (MW/FOJ/RBD)**.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per **SOTR** (SOTR No: SOR/H& HOF/3033-36/A/01 dt. 22.07.2024 at **Annexure 1**, Drawings, GRSE requirement and in case of doubt, instructions of the Engineer in-charge / PL or their nominated representative are to be followed.

ARTICLE 8 अनुच्छेद-8: GUARANTEE & WARRANTY गारंटी एवं वारंटी – Applicable for a Period of 12 months from the date of handing over of the ship to GRSE customer. Details as per GRSE STAC at Annexure-2.



ARTICLE 9 अनुच्छेद-9: PRICE मूल्य –

The quoted Price will be firm and fixed till the tenure of the contract of 02 years. **Price is to be quoted 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 within the valid tenure of contract.

ARTICLE 10 अनुच्छेद - 10: ESCALATION मूल्य वृद्धि:

The initial established rates will be valid till the tenure of the contract i.e. for a period of **02 years**. Thereafter, one-time Escalation will be applicable on the established rates as detailed in **Annexure 8**, only for the unexecuted portion of work which goes beyond the contractual period and where the delay thereof is proved beyond doubt and not attributable to the contractor. Where the job has already loaded and it is under progress will not be considered for escalation of price.

However, in case of extension/ delay is attributable to the contractor for the unexecuted portion of work, then the escalation clause will not be applicable and LD will also be levied.

ARTICLE 11 अनुच्छेद- 11: UNREASONABLE QUOTES अतर्कसंगत भाव -

i) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOTR (Annexure 1) will not be accepted.

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

L1 bidder will be decided **Totally Basis**.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

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 rate contract. The selected Bidder has to execute the required quantity at same rate, terms & conditions up to variation of **(+300%)** in addition to the initial quantity for individual line items. Similarly, the quantity of individual items may be reduced also as per GRSE project requirement. Necessary amendment of the Purchase Orders will be issued accordingly. The contractors will be loaded according to GRSE project requirement.

The detailed BOQ as per SOTR is given below:



Sl. No.	Job Description	UOM	Quantity/Ship	Quantity for 03 Ships
1	SERVICE_FI OF COMPARTMENTS	M2	1900	5700
2	SERVICE_HO OF COMPARTMENTS	M2	1900	5700
3	SER_LIQUIDATION OF PI OBSERVATIONS	M2	1900	5700

NB: i) UOM = Unit of Measurement, ii) M2 = Square Meter. Details as per SOTR at Annexure - 1.

ARTICLE 16 अनुच्छेद-16: OPENING OF BIDS निविदा खुलना-

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

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

- 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.
- 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: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -

(A) Assessment & job distribution during tenure of contract for initial 02 years

- Selection of vendor: A pool of Techno-commercially cleared vendor will be created through negotiation based on the submitted documents against the tender. Price bids of those qualified vendors will be opened.
- Establishment of rate: After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to the qualified pool of vendors. The vendors who are interested for the job have to accept the L1 rates for execution of the job.
- Distribution of job: Individual work order will be issued Ship wise as per GRSE discretion. Loading of job on multiple vendors' will be purely based on production requirement. The tentative ratio of work distribution to more than one qualified vendor will be **60:40 for 02 bidders; 60:30:10 for loading to 03 bidders** respectively, against established rate contract. In case of Resultant Single Vendor Situation / non-acceptance of established rate by bidders other than L1, then only **60%** of the total job will be loaded to L1 bidder. Balance **40%** of the job will be loaded to L1 bidder based on their performance while execution of the job for the initial 60%. The ratio is indicative only and may vary as per actual requirement of the yards / ships/performance of the vendors and work orders shall be issued accordingly.
- In case of requirement for future projects / poor performance by engaged vendors, other qualified bidders may be engaged for execution of balance job subject to acceptance of established rate of L1.

Note: The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendors as per discretion of GRSE. No claim from individual vendors will be accepted.



v. Establishment of rate: Rate finalized against the tender will remain firm for the period of initial 02 years. After expiry of 02 years, the rates will be escalated as per escalation clause at Article No. 8. All selected vendors have to accept the escalated rate for execution of job in subsequent phase of contract.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड –

A. **Technical Eligibility Criteria तकनीकी मापदंड** - As per SOTR No: SOR/H& HOF/3033-36/A/01 dt. 22.07.2024 (**Annexure 1**).

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. Satisfactory Work Completion Certificates indicating the work order numbers, issued by the party for whom the work has been done to be submitted for assessment during TNC meeting. GRSE has the right to verify / cross verification of authenticity of the said documents whenever felt necessary.

B. **Financial Eligibility Criteria वित्तीय मापदंड** -

i) Bidder's Average Audited Annual financial turnover during last 03 financial years ending on **31st March, 2023** should be at least **Rs. 43 Lakhs**.

C. **Self-Certification Criteria** : 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 **31.08.2024**. 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.

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) If case of non-submission of the self-certification document as per format at **Annexure 5**, 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 and to be submitted the same along with the Techno-Commercial bid.]



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)** आई. ई. एम. : 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** समग्रता अनुबंध: – 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-9**). 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 (Sl.No.- 1) in GRSE website]
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. 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.
12. 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.
13. 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.
14. A Bidder is allowed to submit only one Bid under any capacity / status.



15. Difficulty in submitting the bid:
- Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Vasamasetti.Bharath, Mgr. (PP&C)/ Main Unit, Mobile No. +91 76040 74935, e-mail: Vasamasetti.Bharath@grse.co.in**
 - Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Ashim Kumar Dey, SM (Contract)/ 61 Park Unit, Mobile No. 75960 23717, e-mail: Dey.Ashimkumar@grse.co.in** prior to submission of offer.
 - 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]
16. **E-mail Address for communication**संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

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

- 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>
- 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>.
- 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.
- 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.
- 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.
- Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- 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.
- AMENDMENT OF TENDER DOCUMENT
- 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 अस्वीकृति के मापदंड –

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the Tender.
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 3 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 submitted false/incorrect documents etc.
12. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.



ARTICLE 23 अनुच्छेद-23: POST AWARD APPLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा -

A. Security Deposit प्रतिभूति जमा -

Interest free refundable security deposit of 5% of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at GRSE STAC.

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

Work done certificate will be issued by Engineer- in-charge/ authorised Berth Officer/PCO or officer nominated by PL of respective ships based on the Inspection report as applicable. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

C. Bill Submission बिल प्रस्तुति:

Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 7** along with supporting document (Work Done certificate etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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

D. Payment Terms भुगतान की शर्तें:

a. The 90% bill amount with full GST will be paid on monthly progressive basis 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. Amounts recoverable from contractor, if any, is to be adjusted from the bill as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. In case the employees engaged by the Contractor are out of the purview of ESI, then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923)

b. Balance 10% of the bill amount will be released after expiry of guarantee period on certification by Bill Certifying Authority or on submission of Performance Bank Guarantee of 10% of the value of Purchase Order valid for a period of 60 days beyond the expiry of Guarantee period.

c. For release of this 10% retention money either after guarantee period or on submission of PBG, the PBG release application to be submitted to Contract Cell duly certified by PL of respective Ship/respective Unit Head after expiry of guarantee period.

d. **Bill Certifying Authority:** PL of respective Ships/their nominated Officer.

E. Liquidated Damages निर्णीत हर्जाना -

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



F. 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.

G. Damage of Materials/ Equipment: - The Subcontractor will ensure that **NO Damage** is caused to the Materials, Equipment's or any other property of GRSE during execution of the work due to negligence and/ or any reason whatsoever by the subcontractor. The cost of damage will be suitably recovered from Subcontractor's Bill.

H. 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). 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.

J. 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.



H. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी) (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.

ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID/बिड की पेशी -


1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT: -

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

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-6.

Ashim Kumar Dey
SM (Contract)
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GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024
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 GRSE LTD.	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033-36/A/01
YARD NOS: 3033-36		SHEET: Page 1 of 7
DATE: 22 July 2024		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

1. INTENT

It is the intention of GRSE to outsource Services related to conduct of PI, FI & HO of Non Modular compartments (list attached at Appendix-1).

2. Sub-Contractor's Scope of Work


The following jobs also to be executed by the vendor.

PI SCOPE

- a) Studying the Composite Layout drawings and prepare department wise list of activities completed/pending.
- b) Send the list for approval by competent Authority.
- c) Follow up with all departments for completion of the pending hot-works.
- d) Undertake any misc. hot work by means of fittings/ support lugs etc. as per drawings.
- e) Grinding, Gas cutting and releasing the temporary supports if any in the comps.
- f) Any pending undulation, burrs to be removed & build-up needed to be carried-out.
- g) Vendor need to liaise with HOF, plumbing, ACVR, L&W and other department to ensure completion of all hot works as per drawings.
- h) Complete any misc. works not in the scope of other vendors.
- i) Accommodate minor change in layout drawings and ensure completion either through other vendors or by self if the work belong to no other vendor.
- j) Touch up painting as per reqt.
- k) Ensure Ty. Securing of pipes / cables and other fittings to meet the PI reqt.
- l) PI defect list to be circulated to all concerned vendor through PCO. Required completion date to be mentioned as per target.
- m) Monthly PI output must be 25 compartments.
- n) Make a PI Offer to QA as per QAP.

FI Scope

- o) After PI clearance, the vendor needs to ensure installation of the all the items required for FI of compartments. Any Misc. items not under other vendor's scope need to install by subcontractor prior offering of FI.
- p) Vendor need to liaise with HOF, plumbing, ACVR, L & W and other department to ensure completion of installation of all items in time bound manner.
- q) Vendor need to priorities the fitment of items as per requirement of FI and the send to the respective vendor through PL/PCO to help achieve the targeted deadlines.
- r) Vendor need to carry-out misc. hot work like removal of burr and extra items to make compartment ready for FI.
- s) Tables, Table tops & Racks for fitment of Electronic equipment

 GRSE LTD.	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033- 36/A/01
YARD NOS: 3033-36		SHEET: Page 2 of 7
DATE: 22 July 2024		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

- t) Any rework arising out of minor changed Lay-out DRG to be make good by vendor without any cost.
- u) All Fragile items need to be adequately preserved.
- v) Necessary painting to be done except for final coat painting.
- w) FI defect list to be circulated to all concerned vendor through PCO-. Required completion date to be mentioned as per requirement.
- x) Monthly FI output must be 25 compartments.

HO Scope


- y) After FI clearance vendor has to prepare list of work to be completed for HO of compartment.
- z) All loose items to be handed over to SS as per materials list given by CDO.
- aa) All items which is loose but need to be kept inside compartment to be secured properly.
- bb) Any minor changes asked by customer/SS for final HO to be made good by vendor without any cost.
- cc) Vendor need to ensure fitment of all the tally plates and compartment name plates prior HO. All items fitted inside the compartment should have proper identification tally.
- ee) All Misc. tally required in the hatches and Doors (e.g.: X, Y, Z tally) are in vendor's scope.
- ff) Handing over painting of compt. (including deck, electrical panels, machineries, etc) to be carried out by the contractor.
- gg) Final coat of painting to be done by Vendor for aesthetic requirement.) Monthly HO output must be 50 compartments.) HO to be done to ship-staff and necessary clearance to be obtained by vendor.
- ii) Firm should employ at least 75% skilled tradesman (welder, fitter, marker, grinder, painter, gas cutter and qualified person).

3. GRSE's Scope of Supply

- a) Raw material including plate/ fittings.
- b) All consumables including power, water, weld consumables, gas, and compressed air. Firm to submit projected weld consumables & industrial Gas requirement to GRSE before commencing erection job.
- c) Paint & Primer for requisite application.
- d) Crane/hydra with slings & shackles
- e) Drawings and QAP
- f) Site

4. Sub-Contractor's Scope of Supply

- a) All tools and tackles, induction electric type grinding machine, welding machine along with accessories like cable, holder, grinding wheels, etc. as well as safety gadgets viz. welding screen, gas goggles, hand gloves, gas hoses, helmets, paint remover, thinner, safety belt, flash arrestor, etc. wherever required for erection has to be made available. Paint brushes, paint pots etc. Transportation

 GRSE LTD.	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033- 36/A/01
YARD NOS: 3033-36		SHEET: Page 3 of 7
DATE: 22 July 2024		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

of material, fittings and consumables are to be arranged by the sub-contractor. b) Any other material not listed in para-3 above.

5. WORKMANSHIP

- a) During welding and gas cutting proper care to be taken as welding and gas cutting involved in bottom shell. IRS Qualified welder to be employed with proper supervision.
- b) Responsibility for cleanliness in the working area rests with the contractor.

6. INSPECTION

- a) Inspection of the job will be carried out by GRSE, Production/ QA/WOT/IRS as per QAP.

7. SECURITY

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

8. MANPOWER

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

- a) Skilled labour and manpower deployment as per para 2. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction programme. In case such a requirement becomes essential, the contractor will obtain written permission of SM PL, GRSE.
- b) Similar details about engineers/ supervisors to be employed for the work.
- c) Tools and machinery available with sub-contractor or intended to be used.

9. RESOURCE ALLOCATION & TIME ON TASK

It is essential to maintain and ensure time on task. Daily attendance record is to be taken. Late Comers will not be permitted to enter and early departure, without valid reasons counter signed by site in charge, is not permitted.

10. If any material issued by GRSE to the contractor is 'damaged / lost' and is not usable, the cost of the material plus overhead charges will be recovered from contractor as per the costing estimate section. The recovery charges will be communicated to SCC Dept. Any rectification work on account of poor workmanship will have to be carried out by the contractor at no extra cost.


11. In case of rejection due to faulty workmanship of contractor, cost of material plus overhead charges will be recovered from the contractor as per the costing done by GRSE and intimated to SCC for recovery.

13. PLANNING

- a) If required, contractor will be allowed to work beyond normal hours and even on Sundays/holidays.

14. Misc points:

- a) **Statutory HR requirements**
 - i) Sub-contractor should submit complete list of personnel as per their payroll along with ESI/ PF reference and other relevant details for Skilled labour including number of experienced marker,

 GRSE LTD.	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033-36/A/01
YARD NOS: 3033-36		SHEET: Page 4 of 7
DATE: 22 July 2024		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

fitter, welder, gas cutter, etc. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction schedule.

ii) Similar details about engineers/ supervisors to be employed for the work.

b) Hindrance Register

To be maintained by the sub-contractor and put up for approval by the PL/ Production officer on daily basis.

c) Safety

The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel. Safety personnel should be deputed on site.

15. Method of quotation & Other details


a) Vendor is to quote for all compartment PI, FI and HO (List attached in Appendix-1).

Name of Works	UOM	QTY /SHIP
Services related to PI of comps	SQM	1900
Services related to FI of comps.	SQM	1900
Services related to HO of comps.	SQM	1900

b) Payment will be made on completion of work. WDC will be issued by PCO or nominated officer of PL-. Bill Certification will be by SM-PL


c) All responsibility of safety, adherence to COVID protocols is that of the vendors

d) Workers are required to be deployed as per requirement of controlling PL/ PCO/Planning officers.


 GRSE LTD. YARD NOS: 3033-36 DATE: 22 July 2024	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033-36/A/01
		SHEET: Page 5 of 7
		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

Appendix-1

SL. NO.	COMPARTMENT DESCRIPTION	DK	CLO CATEGORY	FLOOR AREA (M2)
1	EM LOG COMPT. (C) (FR. 8 TO FR.9)	T.T.	ELECTRICAL	4.68
2	ECHO SOUNDER (C.) (FR. 13 TO FR.14)	T.T.	ELECTRICAL	1.92
3	SONAR COMPT. (C) (FR. 14 TO FR.20)	T.T.	ELECTRICAL	17.30
4	BAGGAGE STORE (C) (FR.-1 TO FR.2),(DK 3)	3	STORE	5.04
5	HYDROPHORE COMPT (C) (FR.2 TO FR.5),(DK 3)	3	MACHINERY	7.40
6	GUN MAGAZINE (P)(FR.7 TO FR.9),(DK 3)	3	MAGAZINE	4.00
7	STORE (P) (FR.5 TO FR.7),(DK 3)	3	STORE	3.50
8	LOBBY (S) (FR.5 TO FR.9),(DK 3)	3	LOBBY/P.WAY	7.50
9	IRL MAGAZINE (C) (FR.9 TO FR.14),(DK 3)	3	MAGAZINE	21.15
10	DRY TINNED STORE (P) (FR.14 TO FR.17),(DK 3)	3	STORE	6.10
11	SIR COMPT. (S) (FR.14 TO FR.16),(DK 3)	3	ELECTRICAL	9.65
12	HANDLING ROOM (P) (FR.17 TO 600MM AFT OF FR.18),(DK 3)	3	STORE	2.37
13	COOL ROOM (P) (600MM AFT OF FR.18 TO 600MM AFT OF FR.21),(DK 3)	3	STORE	19.73
14	COLD ROOM (P) (600MM AFT OF FR.21 TO FR.23),(DK 3)	3	STORE	8.37
15	VICTUALLING, DRY & BAGGED PROVISION STORE (S)(FR.16 TO 200 AFT OF FR.21), (DK 3)	3	STORE	11.71
16	GHEE & EDIBLE OIL STORE (S) (FR.20 TO FR. 200 AFT OF FR.21),(DK 3)	3	STORE	2.92
17	LOBBY & REF PLANT (FR.16 TO FR.23)	3	LOBBY/MACHINERY	26.38
18	PUMP & A.C. COMPARTMENT (C) (FR.23 TO FR.30), (DK 3)	3	MACHINERY	60.72
19	STP ROOM (S) (FR.23 TO FR.26),(DK 3)	3	MACHINERY	12.82
20	DG ROOM (C) (FR.30 TO FR.35), (Dk 3 to Dk 1)	3-1	MACHINERY	29.37
21	FWD ENGINE ROOM (C) (FR.35 TO FR.43), (Dk 3 to Dk 1)	3-1	MACHINERY	45.20
22	AFT ENGINE ROOM. (C) (FR. 44 TO 600 AFT OF FR. 50), (Dk 3 to Dk 1)	3-1	MACHINERY	50.32
23	JET COMPARTEMENT (C) (600 AFT OF FR.50 TO FR.55),(DK 3)	3	MACHINERY	0.00
24	PAINT STORE (C) (FWD TO FR.0), (Dk 2)	2	STORE	5.80
25	LOBBY (P) (FR.0 TO FR.2), (Dk 2)	2	LOBBY/P.WAY	3.50
26	CHAIN LOCKER (S) (FR.0 TO FR.2), (Dk 2)	2	STORE	3.50
27	SHIPWRIGHT WORKSHOP & STORE (FR.2 TO 800 AFT OF FR.6), (Dk 2)	2	STORE	14.08
28	HAWSER REEL & BOSUN STORE (P) (800 AFT OF FR.6 TO FR.9), (Dk 2)	2	STORE	9.94
29	SEAMANSHIP STORE (S) (FR. 2 TO FR.5), (Dk 2)	2	STORE	8.17
30	CANTEEN (S) (FR.5 TO 200 FWD OF FR. 6)	2	SERVICE	1.70
31	SPARE GEAR STORE (S) (200 FWD OF FR. 6 TO 600 AFT OF FR. 7) (Dk 2)	2	STORE	4.10

 GRSE LTD. YARD NOS: 3033-36 DATE: 22 July 2024	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033-36/A/01
		SHEET: Page 6 of 7
		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

32	GUN EQUP. ROOM (S) (600 AFT OF FR.7 TO FR.9)	2	ELECTRICAL	4.44
33	LOBBY (S) (FR.5 TO FR.9), (Dk 2)	2	LOBBY/P.WAY	5.73
34	LAUNDRY (P) (FR. 9 TO FR.12), (Dk 2)	2	SERVICE	12.08
35	NBCD STORE (P) (FR.12 TO FR.14), (Dk 2)	2	STORE	6.70
36	DE-GAUSSING COMPT. & CMR 2 (S) (FR. 9 TO FR.11), (Dk 2)	2	ELECTRICAL	13.31
37	DC & FF STORE (S) (FR. 11 TO 600 AFT OF FR. 12), (Dk 2)	2	STORE	5.53
38	ARMOURY (S) (600 AFT OF FR. 12 TO FR.14), (Dk 2)	2	MAGAZINE	6.03
39	LOBBY (C) (FR.11 TO FR.14), (Dk 2)	2	LOBBY/P.WAY	10.17
42	A/F COMPT. & CENTRAL CABLE TV (S) (FR.14 TO 17), (Dk 2)	2	ELECTRICAL	15.68
44	LOBBY (C&S) (FR. 17 TO 200 AFT OF FR. 21), (Dk 2)	2	LOBBY/P.WAY	12.60
46	LAN SERVER ROOM-2 (C) (200 AFT OF FR.21 TO FR.23), (Dk 2)	2	ELECTRICAL	4.37
53	LOBBY (C) (FR.23 TO 600 AFT OF FR. 27), (Dk 2)	2	LOBBY/P.WAY	16.02
54	AFT GYRO & ICCP (C) (600 AFT OF FR.27 TO 30), (Dk 2)	2	ELECTRICAL	4.20
55	ENGINEERING STORE (P) (600 AFT OF FR.48 TO 600 AFT OF FR. 50), (Dk 2)	2	STORE	3.04
56	ENGINEERING & ELECTRICAL WORKSHOP(S) (600 AFT OF FR.46 TO 600 AFT OF FR. 50),(Dk 2)	2	SERVICE	10.93
57	LOBBY (C) (600 AFT OF FR.50 TO FR.54), (Dk 2)	2	LOBBY/P.WAY	33.62
58	DIVING STORE (P) (FR. 54 TO 400 AFT OF FR. 56), (Dk 2)	2	STORE	12.71
59	ASW/DEMOLITION STORE (P) (400 AFT OF FR.56 TO FR.58), (Dk 2)	2	STORE	6.67
60	LFVDS ELECTRONIC COMPT.(S) (FR.54 TO 58), (Dk 2)	2	ELECTRICAL	13.41
61	LFVDS AREA (C) (FR.54 TO FR.58), (Dk 2)	2	ELECTRICAL	41.45
62	EXPOSED NO. 1 DECK FORD. (C) (FWD END TO FR.11), (Dk 1)	1	EXPOSED DECK	133.00
63	AIR LOCK (P) (FR. 9 TO FR.12), (Dk 1)	1	AIR LOCK	6.36
64	DECK STORE (S) (FR. 9 TO FR.12), (Dk 1)	1	STORE	4.43
65	IRL GUIDE POST COMPARTMENT (C) (FR. 9 TO FR.12), (Dk 1)	1	ELECTRICAL	10.75
66	EMERGENCY DG COMPARTMENT (P) (FR. 11 TO FR.14), (Dk 1)	1	ELECTRICAL	10.01
67	AFU-1 (S) (FR. 11 TO 14), (Dk 1)	1	MACHINERY	9.83
68	CMS COMPARTMENT (P) (FR. 14 TO FR.16), (Dk 1)	1	ELECTRICAL	9.54
70	M.C.O./WT ROOM (P) (FR.19 TO FR.23), (Dk 1)	1	ELECTRICAL	12.86
71	SDN-1 (S) (FR. 14 TO FR.16), (Dk 1)	1	ELECTRICAL	9.47
72	IAC MOD-C E.R. (S) (FR. 16 TO 300 FWD OF FR.19), (Dk 1)	1	ELECTRICAL	12.05
73	FWD MAIN SWBD (S) 300 FWD OF FR.19 TO FR.23), (Dk 1)	1	ELECTRICAL	17.83
74	PASSAGEWAY & FWD DC POST (C) (FR.12 TO FR.23), (Dk 1)	1	LOBBY/P.WAY	38.22
79	HE COMPARTMENT-1 (S) (FR.26 TO 600 AFT OF FR.27), (Dk 1)	1	MACHINERY	5.84
80	MCR (S) (600 AFT OF FR.27 TO FR.30), (Dk 1)	1	ELECTRICAL	10.70
81	PASSAGEWAY (C) (FR. 23 TO FR.30), (Dk 1)	1	LOBBY/P.WAY	16.97
83	FAN COMPARTMENT (P) (FR. 33 TO FR.35), (Dk 1)	1	MACHINERY	2.87

 GRSE LTD. YARD NOS: 3033-36 DATE: 22 July 2024	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT OF PI, FI and HANDING OVER OF NON-MODULAR COMPARTMENTS ASW SWC - YARDS - 3033-36	SOR No. SOR/H&HOF/3033-36/A/01
		SHEET: Page 7 of 7
		PREPARED BY: MGR, YD 3036 REVIEWED BY : PL-3035

84	D.C.H.Q. (S) (FR. 30 TO FR.33), (Dk 1)	1	ELECTRICAL	9.37
85	FAN COMPARTMENT (S) (FR. 33 TO 600 AFT OF FR.36), (Dk 1)	1	MACHINERY	4.35
86	STATIONARY & LOGISITIC STORE (S) (800 AFT OF FR.33 TO 600 AFT OF FR.36), (Dk 1)	1	STORE	8.64
87	PASSAGEWAY & AFT DC POST (FR. 30 TO FR.39), (Dk 1)	1	LOBBY/P.WAY	28.12
88	AFT MAIN SWITCH BOARD ROOM (P) (FR.35 TO FR.40), (Dk 1)	1	ELECTRICAL	15.53
89	A/L (P) (FR. 39 TO FR.41), (Dk 1)	1	AIR LOCK	5.80
90	A/L (P) (FR. 40 TO FR.42), (Dk 1)	1	AIR LOCK	5.82
91	TORPEDO BODY ROOM (S) (600 AFT OF FR.36 TO FR.43), (Dk 1)	1	MAGAZINE	24.15
92	FUNNEL (C) (FR. 34 TO FR. 40), (Dk 1 -02)	1-02	MACHINERY	0.00
93	A/L (P) (700 AFT OF FR. 43 TO 46), (Dk 1)	1	AIR LOCK	5.23
94	EXPOSED NO. 1 DECK AFT. (P&S) (600 AFT OF FR. 36 TO FR.46), (Dk 1)	1	EXPOSED DECK	7.50
95	EXPOSED NO. 1 DECK AFT. (P&S) (FR. 46 TO AFT END), (Dk 1)	1	EXPOSED DECK	155.19
96	EXPOSED NO. 01 DECK FORD. (IRL DECK) (C) (500 AFT OF FR. 9 TO FR.14),(Dk 01)	01	EXPOSED DECK	45.94
99	SATCOM (P) (800 AFT OF FR.19 TO 200 AFT OF FR. 21),(Dk 01)	01	ELECTRICAL	7.09
100	HF TX ROOM (P) (200 AFT OF FR. 21 TO FR.23),(Dk 01)	01	ELECTRICAL	8.35
105	EWER (P) (FR. 23 TO FR.25),(Dk 01)	01	ELECTRICAL	8.78
106	LAN SERVER ROOM - 1 (P) (FR. 25 TO FR.27),(Dk 01)	01	ELECTRICAL	6.46
109	A/L (P) (FR. 28 TO FR.30),(Dk 01)	01	AIR LOCK	3.90
111	STRIPPING STATION (S) (FR. 28 TO FR.30),(Dk 01)	01	SERVICE	2.87
112	UNDRESSING STATION (S) (FR. 28 TO FR.30),(Dk 01)	01	SERVICE	2.80
113	AFU-2 (S) (FR. 27 TO FR.30),(Dk 01)	01	MACHINERY	9.50
114	PASSAGEWAY (C&P) (FR. 17 TO FR.30),(Dk 01)	01	LOBBY/P.WAY	44.00
115	BATTERY CHARGING ROOM (P) (FR. 30 TO 600 AFT OF FR. 32),(Dk 01)	01	ELECTRICAL	5.22
116	BATTERY ROOM (S) (FR. 30 TO 700 AFT OF FR. 31),(Dk 01)	01	ELECTRICAL	3.36
117	NOVEC COMPARTMENT (700 AFT OF FR. 31 TO FR.34),(Dk 01)	01	MACHINERY	7.12
118	EXPOSED NO. 01 DECK AFT. (C) (FR. 30 TO 900 AFT OF FR. 45),(Dk 01)	01	EXPOSED DECK	140.27
119	ENCLOSED BRIDGE (C) (450 AFT OF FR.14 TO FR.19),(Dk 02)	02	ELECTRICAL	42.70
120	U/V HF TX RX ROOM (P) (FR.19 TO FR.21),(Dk 02)	02	ELECTRICAL	4.43
122	LOBBY (C) (FR.18 TO FR.21),(Dk 02)	02	LOBBY/P.WAY	14.31
123	OPS ROOM & ALT DCHQ (C) (FR.21 TO FR.28),(Dk 02)	02	ELECTRICAL	47.92
124	HE COMPARTMENT (FR. 26 TO FR 28),(Dk 02)	02	MACHINERY	4.36
125	EXPOSED DK 02 (C) (450 AFT OF FR.14 TO 900 AFT OF FR.33),(Dk 02)	02	EXPOSED DECK	87.68
126	BRIDGE TOP (C) (360 AFT OF FR.14 TO 865 AFT OF FR.27), (Dk 03)	03	EXPOSED DECK	121.24
	TOTAL			1846.36



FORMAT FOR 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 & Value (in INR) <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Scope of work for executed contract (To quantify)	Details of Resources/ Machinery Deployed	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-4

FORMAT FOR FINANCIAL ELIGIBILITY
(To be submitted in Company's Letterhead)

Financial Data for evaluating Financial Eligibility

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

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 **31.08.2024** 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).

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.



ANNEXURE-6 "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



ANNEXURE-8

PRICE ESCALATION DETAILS

The initial established rates will be valid for a period of two years. Thereafter, one-time escalation will be applicable on the established rates, only for the unexecuted portion of work which goes beyond the initial contractual period of two (02) years and where the delay thereof is proved beyond doubt and not attributable to the contractor.

Beyond the tenure of the contract, one-time escalation will be applicable till completion of contract for the extended period.

The portion of the pending job on which the escalated rate is applicable, will be decided through discussion and mutual accord in between GRSE and Contractor, prior 02 (Two) months of the expiry of the initial contract period of two (02) years.

In case of extension/ delay is attributable to the contractor for the unexecuted portion of work, then the escalation clause will not be applicable and LD will be levied.

The methodology for price escalation is as follows:

The calculation for escalation will be based on the changes in minimum daily wage rates as per Notification of Chief Labour Commissioner, Ministry of Labour & Employment, Govt. of India.

- i. The initial established rates "Rs. R" will be fixed for initial 02 (two) years from the start date of the Rate Contract.
- ii. The escalation percentage on initial established rate "Rs. R" after two years till completion of contract will be as follows:

The Average minimum daily labour wage rate w.e.f. 1st October 2025 is "Rs. A" (say)

The Average minimum daily labour wage rate w.e.f. 1st October 2026 is "Rs. B" (say)

Therefore, escalation percentage will be $(B-A)/A$ %

Now, Escalation will be applicable on 70% value of the established rate "R".

The increased value of Rate, Rs. $[(0.7R) * (B-A)/A]$

The escalated Rate will be Rs. $R + [(0.7R) * (B-A)/A]$ which will be valid after two years till completion of the contract.

For purpose of escalation formula mentioned above, Average Minimum Daily Labour Wage Rate shall be considered as follows:

$[(1 \text{ High Skilled} + 1 \text{ Skilled} + 1 \text{ Semi Skilled} + 1 \text{ Unskilled}) / 4]$

If there is decrease in minimum daily labour wages rate the same rule will apply for de-escalation/reduction of Rates.



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) 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 contact execution.
- c. The Principal will exclude from the process, all known prejudiced persons.

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this



regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/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/Principal Contractor)
(Name, designation, official seal)

Place

Place.....

Date

Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)