



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

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Web site वेब: www.grse.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

To,

M/s. Cochin Shipyard Limited

PO Bag No. 1653

Cochin-682015

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

NIT No निविदा संख्या:	SCC/MB/ST/Dry Docking at NSDD/3022/073/ET-3165 Dated: 04.03.2025
Job Title कार्य का नाम:	"Post CST dry docking of Yard 3022 at Netaji Subhas Dock with Dock hiring and allied charges" as per SOTR No. SOR/DD/3022 DATED 03.03.2025
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), 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	04.03.2025	
Tender Due Date निविदा जमा की अंतिम तिथि	07.03.2025	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	07.03.2025	15:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	60 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 (स्टैक के परिच्छेद 03 में उद्धृत)	Not Applicable for this Single Tender Enquiry
Earnest Money Deposit (EMD) बयाना राशि जमा	Not Applicable for this Single Tender Enquiry
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
Billing Frequency बिल करने की अवधि	Stage wise progressive basis.
Evaluation of L1 एल1 का मूल्यांकन	Not Applicable

Note: - If any vendor other than **M/s. Cochin Shipyard Limited** participates in this tender, then their offer will be rejected outright.

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नित 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) of the Contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
	Check List of Statutory Responsibility of Contractor and Principal employer (please refer Standard Terms & Conditions (STAC) → Annexure - 2A → Appendix - A, B & C)
	General Requirement (please refer Standard Terms & Conditions (STAC) → Annexure - 2B → Appendix –D)
	Fire & Safety Guidelines (please refer Standard Terms & Conditions (STAC) → Annexure - 2C → Appendix –E)
Annexure 3 संलग्नक-3	Check List for Bill submission (attached with NIT)
Annexure 4 संलग्नक-4	Format for Integrity Pact (to be submitted in Rs. 100/- Non-Judicial Stamp paper)
Annexure 5 संलग्नक-5	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 6 संलग्नक-6	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (Not applicable)
Annexure 7 संलग्नक-7	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (Not applicable for this tender)

Annexure 8 संलग्नक-8	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities) (Not applicable for this tender)
Annexure 10 संलग्नक-10	Guide line 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)

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

Self-Attested documents are to be scanned and uploaded with Part I bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	MSME/NSIC certificate to be submitted (if any)	Yes
2	Technical Acceptance Format as available with NIT after being downloaded and filled up	Yes
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
4	Integrity Pact to be submitted	Yes
5	PAN /TAN, GST, Registration Certificate of the Company with ROC/Trade License	Yes
6	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
7	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
8	The Registration Number allotted by Trades Receivable e-Discounting System (TReDS) (Applicable only for MSE firms)	Yes

Registered Vendors with GRSE need not upload documents at Sl. No. 5, 6 & 7 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.

ARTICLE 5 अनुच्छेद-5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं:
Not Applicable.

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

(A) Job Starting Date कार्य आरम्भ तिथी - The hiring period will be started tentatively from 10 Mar 2025.

(B) Job Completion date कार्य समाप्ती तिथी - The hiring period will be tentatively for 31 (thirty-one) days from actual date of starting. The hiring period may be extended/reduced as per GRSE project requirement.

(C) Quality Assurance Authority गुणवत्ता आश्वासन प्राधिकारी – GRSE (as applicable).

(D) Place of Work – Netaji Subhas Dock, Kolkata.



ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR (SOTR No: SOR/DD/3022 DATED 03.03.2025) at Annexure 1, Drawings, GRSE requirement and in case of doubt, instructions of GRSE nominated officer are to be followed.

ARTICLE 8 अनुच्छेद-8: GUARANTEE& WARRANTY गारंटी एवं वारंटी – Not Applicable.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य –

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

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

ARTICLE 11 अनुच्छेद- 11: UNREASONABLE QUOTES अतर्कसंगत भाव: Not Applicable.

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

Offer should be valid for **60 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 **60** days against valid reason.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. this tender will not be accepted.

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

Not Applicable as the job will be awarded to **M/s. Cochin Shipyard Limited** only.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However, the Contractor will be paid as pro rata basis based on actual quantity executed as per GRSE certification.

BOQ as per SOTR is given below:

Sl. No.	Description of the Job	UOM	Qty.
1	Service Hiring Charge for Docking & Undocking	EA	1
2	Service Dock Hire Charges - 31 Days	LS	1
3	Service Hiring for Dock Floor Cleaning	LS	1
4	Service Hiring of Dock Block Setting (To Suit the Dock Arrangement)	EA	1

5	Service Hiring of Line Handlers on Shore (For Docking & Undocking)	EA	2
6	Service Hiring of Pressurised Firemain (Per Hose per Day)	DAY	30
7	Service Hiring of Connection & Disconnection of Fireline (Per Hose per Time)	EA	2
8	Service Hiring of Supply (50Hz - 100A, 415V) - 50000 Kwh (1 Kwh=1EA)	EA	50,000
9	Service Hiring of Connection & Disconnection of Shore Power (P time)	EA	2
10	Service Mobile Crane Hire charges (Upto 10T) (Per Hour)	HR	100
11	Service Hiring of Cherry Picker (Min 4hrs.)	HR	100
12	Service Hiring of Fork Lift (Min 2hrs.)	HR	100
13	Service Hiring of Hydra (Min 2hrs.)	HR	100
14	Service Hiring of Supply Ballast Water	TON	500
15	Service Connection & Disconnection SW Hoses (Per Hose per Time)	EA	2
16	Service Hiring of Safety Watch Patrol (Mandatory-2 MAN)	DAY	30
17	Service Hiring of Tubuler Staging Upto 3mtr.	M	100
18	Service Hiring of Tubuler Staging Upto 7mtr.	M	100
19	Service Hiring of Tubuler Staging Upto 10mtr.	M	100
20	Service Hiring of Supply of Fresh Water	TON	100
21	Service Hiring of Connection & Disconnection FW Hose (Per Hose per Time)	EA	2

NB: i) UOM = Unit of Measurement ii) LS = Lump Sum iii) EA = Each iv) HR = Hour v) M = Meter vi) The above quantity is tentative and may vary as per GRSE project requirement. The payment will be made as pro-rata basis.

ARTICLE 16 અનુષ્ઠાન-16: OPENING OF BIDS નિવિદા ખુલના-

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 सूक्ष्म एवं छोटे उद्योग - Not Applicable.

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 - Not Applicable as the job will be awarded to **M/s. Cochin Shipyard Limited.**

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

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

1. Before submitting a bid, **M/s. Cochin Shipyard Limited** expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept.in writing, not less than **02** 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 **02** 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 Lov Verma, IAS(Retd.),
Email: lov56@yahoo.com
- (B) Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL
Email: debashis9999@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-4**). 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 GRSE Inspection Authority / 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 as per prevailing norms of GRSE. 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. It is a two-part bid hence request not to quote anything pertaining to price in technical bid. In case of submission of indication of price in any form in the techno-commercial bid (other than price bid) then such offer will be considered as rejected.
16. Difficulty in submitting the bid:
- a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Cdr. Aravind Shankar, DGM (H & HOF-FOJ), Mobile No. +91 7603064716, e-mail: Shankar.Aravind@grse.co.in**



- b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Manna Basak, SM (Contract Cell)/ 61 Park Unit, Mobile No. 76040 63205, e-mail: Basak.Manna@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]

17. **E-mail Address for communication** संचार हेतु ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

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

- a) **M/s. Cochin Shipyard Limited** can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged.
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; NIT document can also be downloaded from GRSE website <http://www.grse.in/index.php/tender.html>. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case **M/s. Cochin Shipyard Limited** does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE website only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.



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

ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड –

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

1. **M/s. Cochin Shipyard Limited** 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.
(Not Applicable for this Single Tender Enquiry)
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
(Not Applicable for this Single Tender Enquiry)
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. **M/s. Cochin Shipyard Limited** not submitting Original instrument of EMD within 3 GRSE working days from the tender closing date. (Not Applicable for this Single Tender Enquiry)
8. EMD validity period is shorter than specified in the tender enquiry.
(Not Applicable for this Single Tender Enquiry)
9. **M/s. Cochin Shipyard Limited** not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. **M/s. Cochin Shipyard Limited** not agreeing for furnishing of the required Security Deposit (SD). (Not Applicable for this Single Tender Enquiry)
11. **M/s. Cochin Shipyard Limited** submitted false/incorrect documents etc.
12. **M/s. Cochin Shipyard Limited** submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLLICABLE 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 in GRSE STAC at **Annexure-2**.

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

Work done certificate will be issued by GRSE nominated officer. 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:

On obtaining WDC, bills to be raised on stagewise progressive basis. Bills are to be submitted along with supporting documents (Work Done Certificate copy) and invoice at the GRSE. 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, PS P17A or his nominated 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 60% total Order amount with full GST for actual work done will be paid within 30 days against CSL proforma invoice on completion of Stage-I deliverables which shall be on completion of Dock floor cleaning, readiness for block laying and providing available blocks at NSDD to GRSE duly certified by Bill Certifying Authority & supported with satisfactory Work Done Certificate. Amount 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 related mandatory liabilities of the Contractor. The compliance of ESI / P.F. and other labour related mandatory liabilities of the Contractor will not be applicable for the work which was carried out outside GRSE premises.

b. Balance 40% payment with full GST (including cost of additional work/service, if any) will be released post completion of dry dock activities.

b. Payment will be made on actual certification basis through ECS/NEFT mode.

c. **Bill Certifying Authority:** PS P17A/ his authorised representative.

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. Modification/Re-Work/Growth of Work: As per SOTR (Ref. No: SOR/DD/3022 Dated 03.03.2025) at Annexure 1.

H. Damage of Materials/ Equipment: - The contractor 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 contractor. The cost of damage will be suitably recovered from contractor's Bill.

I. 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.

K. 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.



L. 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. (Not applicable for this tender)

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: - (for working inside GRSE)

- 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-2A.

Manna Basak
SM (Contract Sell)
Garden Reach Shipbuilders & Engineers Limited
61 Park Unit, 61, Garden Reach Road, Kolkata - 700 024
Mobile: +91 76040 63205
Mail Id: Basak.Manna@grse.co.in

**Annexure 1 / संलग्नक-1**

GRSE Ltd.	STATEMENT OF TECHNICAL REQUIREMENTS FOR DRY DOCKING OF INS HIMGIRI (YARD 3022) AT NSDD	SOR No. SOR/DD/3022 Sheet: 3 of 3
		Date: 03.03.2025
Prepared by: Manager (HOF- FOJ)	Checked by: DGM (HOF)	Approved by: AGM (H&HOF)

1. Introduction.

GRSE intends to offload dry docking & under water work for Yd-3022. **Tentative duration of docking is 30 days.** The details on the Contractor's scope and requirement are enumerated in the succeeding paragraphs of the document.

2. Vessel Particulars.

Particulars of the vessel are given below: -

LOA	149.02 m
LBP	138 m
Beam (Max)	17.8m
Mean Draft (Deep)	5.22 m
Depth at (Cent.)	9.7 m
Displacement	6670T
Frame Spacing	1.5 m

4. Time Frame & Location

Dry Dock of the ship is scheduled ~~wef~~ 10 March 25 at NSDD unit for a tentative period of 31 days.

5. Team for Dry Docking & UW Activities

(a) Contractor will appoint dedicated team with a well-qualified and experienced Site in charge/Supervisor for planning, monitoring and controlling to meet the DD timelines without compromising quality of the work. The Site in charge/ Supervisor appointed by Contractor shall be the single point of contact for GRSE.

(b) Progress review meetings shall be conducted by PMT P17A team, GRSE on weekly basis. The Contractor shall submit daily progress report to GRSE by end of the day's work.

GRSE Ltd.	STATEMENT OF TECHNICAL REQUIREMENTS FOR DRY DOCKING OF INS HIMGIRI (YARD 3022) AT NSDD	SOR No. SOR/DD/3022 Sheet: 3 of 3
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6. **Scope of Work.**

- a. **Docking & Undocking**- All activities related with docking & undocking has to be performed by Vendor except dock block preparation which shall be undertaken by GRSE.
- b. **Dock Floor cleaning**- After dry docking of Yd-3022, the entire dock floor has to be cleaned immediately. All the mud, sand dust has to be removed using high pressure water. All the unwanted materials have to be removed to facilitate underwater jobs. All safety gears, hose pipe & accessories, water along with manpower has to be supplied by vendor for dock floor cleaning work.
- c. **Mooring & Unmooring**- All activities related with mooring & unmooring shall be done by Vendor.
- d. **Fire-line Support**- supply of fireman, pressurized water line, hose, connection, disconnection etc. shall be provided by vendor. It shall meet the standard safety guidelines w.r.t. fire mitigation and checking its hazards.
- e. **Shore Power Supply**- It shall be the responsibility of vendor to provide 220 V & 440 V supply line to ship for its working during entire Dry dock period.
- f. **Crane Support**- Cranage support like mobile crane, cherry picker, fork lift & hydra shall be provided by vendor to meet the working requirement during entire dry dock period.
- g. **Safety Patrol**- Manpower support for security and safety inside the premises shall be provided by Vendor for the entire period during dry dock.
- h. **Staging**- All the support for preparation of scaffolding along with materials as per requirement shall be provided by Vendor.
- i. **Fresh Water Supply**- Vendor shall provide fresh water (for drinking and ship work) as and when required during dry dock.

7. **Resources (Scope of Contractor).**

All tool and tackles like nozzles, hose pipe, pumps, cranes, scaffoldings, electric power supply etc. required for the dry docking of ship shall be provided by Vendor.

8. **Safety and Security**

(a) The contractor shall be responsible for safety of all personnel working for dry docking of Yd-3022.

(c) In the event of any damage to any material / equipment onboard due to Contractor negligence, replacement / rectification of damaged materials/equipment shall be the Contractor's responsibility and all cost and expenses to be incurred in connection therewith shall be suitably recovered from the Contractor's bills.



GRSE Ltd.	STATEMENT OF TECHNICAL REQUIREMENTS FOR DRY DOCKING OF INS HIMGIRI (YARD 3022) AT NSDD	SOR No. SOR/DD/3022 Sheet: 3 of 3
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12. **Payment Terms.**

60% payment shall be released against CSL Proforma Invoice on completion of Stage-I deliverables which shall be on completion of Dock floor cleaning, readiness for block laying and providing available blocks at NSDD to GRSE.

Balance payment (including cost of additional work/service if any) shall be released post completion of dry dock activities.

13. **Work Done Certificate (WDC)**

(a) All work done certificates (WDCs) to be signed by GRSE nominated officer indicating completion date and quantity if any.

(b) The Contractor shall submit original WDC along with their invoice to GRSE for release of stage payments. Failure and/or neglects to submit original WDC shall be considered as non-performance on the part of the Contractor.

▲ 14. **Inspection authority**

GRSE– as applicable.

15. **Additional work**

Additional works other than mentioned in the SOTR, if any are to be undertaken only with written approval from GRSE rep.

STANDARD TERMS & CONDITIONS (STAC)**मानक निबंधन और शर्तें (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.

(2) Micro & Small Enterprise (सूक्ष्म और छोटे उद्यम) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid UDYAM Registration Number or Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UDYAM or UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE), quoting price within price band of L1+15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise (MSE) and such MSE shall be allowed to supply up to 25 percent of total tender value.
- iii. 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 order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the



L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.

iv. In addition MSE firms will be entitled to avail the following benefits:

- a. Tender Documents will be issued free of cost.
- b. Earnest Money Deposit will be exempted.

(3) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित) (Not Applicable for this single tender enquiry)

- 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. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits
 - 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 01 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 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
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

(4) 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 placement of Purchase 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.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our 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 which has to be certified by PL/Engineer-in-charge of GRSE 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.

(5) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ 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. (Not applicable for work outside GRSE)



(6) 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.

(7) GUARANTEE PERIOD(गारंटी अवधि): (Not Applicable for this single tender enquiry) 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.

(8) PRICE(मूल्य):

- i. Price bid need to be filled up in excel template format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But 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.
- ii. L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT. *(Not applicable for this single tender enquiry)*
- iii. As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

(9) JOINT VENTURE (संघठन):

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.

(10) CONSORTIUM(संघठन):

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.

(11) 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.

(12) 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.

(13) 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.

(14) COMPULSORY USE OF ISI MARKED PPE BY CONTRACTOR'S 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

NAME OF PPE	STANDARD
Safety Helmet	IS: 2925 / EN 397.
Safety Footwear	IS 15298 / EN ISO 20345
Safety Goggles	ANSI Z87.1 / EN166.
Ear Plug	IS: 9167/ EN 352
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).
NAME OF PPE	STANDARD
Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
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.

(15) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): -

The vendor shall ensure compliance of Environment Management System (ISO14001:2015), Occupational Health & Safety (OHSAS 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

(16) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economical way to save energy as per Energy Management System of ISO 50001:2018.

(17) 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. **(Not Applicable for this tender)**

(18) SITE-INCHARGE / LOG BOOK / HINDRANCE & OTHER RECORDS (कार्यस्थल प्रभारी / कार्य-पंजी एवं अन्य लिखित प्रमाण):

- i. One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- ii. Attendance Register, Wage Register. Work completion certification by user etc are to be maintained daily for the particular job on board and to be shown as and when required.
- iii. Details of technical personnel deployed for the job.
- iv. Monthly progress report.
- v. Log book for re-work/ modification.
- vi. Details of materials brought by vendor along with copies of challan.
- vii. 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 liquidity damages.

(19) WORKING HOURS (कार्य करने की अवधि):

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. **(Not Applicable for this tender)**

(20) INDIVIDUALITY OF THE CONTRACT (ठेका 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.



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

(22) SECURITY OF INFORMATION (सूचनाओं 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.

(23) REGISTRATION OF NEW VENDOR (स्वीकृत 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.

(24) CONTRACT WORKMAN WAGE PAYMENT (ठेका श्रमिकों की मजदूरी): -

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. **(Not Applicable for work outside GRSE)**

(25) In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.
(Not applicable for this single tender enquiry)

(26) 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.

(27) FORCE MAJEURE (फोर्स मेज़योर):

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.

- (28) 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.

- (29) DAMAGE OF MATERIALS / EQUIPMENTS (समान / उपकरण की छति):** 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 contractors man. The cost of damage will be suitably recovered from contractor's bills.

- (30) OFFICE & STORAGE SPACE (कार्यालय & भंडारण):** 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.

(31) 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."

(32) JURISDICTION (न्यायअधिकार क्षेत्र):

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) GSRE 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 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.

Annexure-2A
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	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. 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. 3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. 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.
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	1. Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen.
		Contractor	2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.

Sl. No.	Relevant Statutes	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.



APPENDIX - B

**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.

APPENDIX - CDO'S & DON'TS FOR THE ENGAGING / USER DEPARTMENTS

➤ DO's FOR ENGAGING / USER DEPARTMENTS

- (i) PF & ESI Code No. : The contractor / sub-contractor should have a valid PF & ESI code no. of his own Company / firm.
- (ii) It is desirable to have a clear date of commencement and completion of contract mentioned in the Purchase Orders (P.Os)
- (iii) Contractors should give the details of the firm to which the job is being sub-contracted to the engaging authority along with an undertaking to comply with all the statutory provisions and liabilities of the contract workmen engaged by the sub-contracting firm in case of any default by the sub-contracting firm. (It is actually an indemnity – when the main contractor sublets the work and if the sub-contractor asks for Form V which is now Form III then the contractor, who has got the work assigned, shall give an indemnity bond to the Principal employer). **A copy of this undertaking by the Principal Contractor and sub-contractor should be submitted to HR Dept.**

➤ DON'T's FOR ENGAGING / USER DEPARTMENTS

- (i) Officers should not supervise the activity of the contractors' workmen (Contract Labours) directly.
- (ii) The Officers of user departments/ respective dept. should deliberate with supervisors of the contractors who, in turn, will instruct the contractors' workmen (Contract Labours) regarding the job to be undertaken.
- (iii) GRSE, as a Principal Employer should not undertake any direct disciplinary action against a Contract Labour. Only in case of POSHA the Principal Employer can take an action.
- (iv) No Officers of user departments should sign any application of contractors' workmen (Contract Labour) relating to attendance, leave, OT, gate-passes etc. or issue any communication / advisory note / written instructions regarding any contractors' workmen (Contract Labour). For all such requirements, the Officers are required to operate through the supervisors of the concerned contractors.
- (v) It is advisable that there should be **break-in service** (cooling-off period - as per law) for the contractors' workmen (Contract Labour) before commencement of new contract. The principal employer shall check with the leaving contractor that, there are no dues towards the respective contract labours. And while going to execute a new contract with another contractor the principal employer shall incorporate in the contract document that "no contract labour shall be borne in two master rolls".





Annexure-2B

APPENDIX-'D'
परिशिष्ट 'डी'

GENERAL REQUIREMENTS सामान्य आवश्यकताएँ:

- (a) All your personnel will be subject to routine physical search and checking of Identity Cards at any time during the deployment.
- (b) During the engagement of Contractors, if anybody gets involved in any police case or gets himself involved with quarrel with GRSE employees or other contractor's workmen engaged in GRSE, his entry permit will be withheld forthwith.
- (c) 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.
- (d) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.
- (e) No workman of the contractor will be allowed to join or participate in any Gate Meeting/ Demonstration inside or at GRSE Gate.
- (f) During the course of engagement with GRSE, if any individual's character is found to be not satisfactory, on verification of specific complaint received, entry permit will be withdrawn forthwith. Entry / Exit will be allowed only in presence of proper Supervisory staff of the contractor. No workman of the contractor will be allowed to loiter around in the yard leaving the specified space of work.
- (g). Police Verification Report of character antecedents duly verified by DIB in respect of all employees of contractors/Sub-contractors for operating in GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.

This requirement is as per Official Secretariat Act, 1923 of Ministry of Home Affairs, Govt. of India.

- (h) One fully responsible and qualified Site In-Charge has to be posted at the site during progress of work.
- (i). 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 men.
- (j). The contractor will work when the ship will be at FOJ/Main Yard/CPT Dry Dock/ any other place/Dock near GRSE in the event of work being carried out outside GRSE premises.
- (k) The contractor shall have to follow all the rules and regulations of other Docks/places in the event of work being carried out outside GRSE premises.
- (l). for any exigencies and for stock taking or for any other reason deemed valid by GRSE, GRSE reserves the right to suspend the work as required, without any compensation to the contractor.



APPENDIX 'E'

(Revision 3.0 dated 11th November 2023)

SAFETY GUIDELINES TO BE ADOPTED BY THE CONTRACTORS
AT GRSE PREMISES

1. **General.** The GRSE has started adopting the outsourcing route for meeting various production, maintenance and construction requirements needing involvement of outside agencies /contractors firms having their own employees and set-up. These contractor firms besides other obligations like PF, ESI, Minimum Wages are bound to be adopting and implementing safety norms, fire precautions and also become liable for facing legal consequences arising out of non-compliance of provisions contained under The Factories Act, 1948 and Rules framed thereunder. As such, the contractors will be governed by all the statutory requirements. Accordingly, the contractor shall ensure fulfillment of safety guidelines laid down by Safety Department of GRSE. The contractor shall provide proper Personal Protective Equipment (PPEs) and tools & tackles to their workmen. In case of non-compliance, the GRSE reserves the right to impose penalty for any of the following reasons: -

- a) Unsafe acts being adopted by the individual workman and/ or the contractor.
- b) Non-compliance to safety norms and contract terms.
- c) Creating unsafe conditions at place of work.
- d) Serious accidents due to the reasons mentioned under (a), (b) & (c) above.

Safety Rules.

2. The Contractor firm shall abide by the safety rules framed under "The Factories Act, 1948" and shall take all safety precautions, provide adequate **supervision & control** for his workmen in order to carry out the job safely. The Contractor shall report to the concerned Officer of executing Department as well as the Chief Safety Officer of Safety Department immediately on award of contract along with contract documents & job instructions from the contract awarding Department and shall obtain brief for the job and the safety rules & procedures to be followed. The Contractor shall obtain clearance from Safety Department before starting the job. The contractor shall engage workers to do the contract job only when he is satisfied that the unsafe conditions, if any, of gas / electricity / moving machinery etc are removed from the area of work. The Contractor shall supply required PPEs like safety-shoes, helmets, hand gloves, safety goggles etc. depending upon working condition(s). Further, the contractor shall be liable for adopting any other PPE recommended by Safety Department.

3. The necessary safety precautions, proper tools and equipment including personal protective equipment for contractors' men are to be arranged by the contractors for safety of the personnel employed by them. **The Site In-charge of the firm shall be accountable to the respective Officer of the executing Department in all matters related to safety of their personnel at work including all activities carried out by them.**
4. The Contractor shall take all reasonable precautions to prevent fire of any nature arising out of his operations and shall be held accountable for all damages from fire resulting due to adopting unsafe practices by any one on behalf of the contractor's firm.
5. Prior to taking part in the subject tender, the contractor firm has to assess all the safety hazards by visiting GRSE at site and **Safety Assurance Plan** must be submitted along with the technical bid.
6. The Contractor shall ensure attendance of their workmen and other personnel deployed by them, in the scheduled safety-briefings before starting of job, appropriate use of required PPEs and adoption of various safety measures in their respective workplaces.
7. The Contractor shall provide adequate and appropriate PPEs conforming to IS / EN standards, as mentioned at PPE table section, at their own cost and ensure that their workmen mandatorily use those PPEs as specified PPE table section or as advised by Safety Department from time to time, according to the job requirement.
8. The Contractor shall ensure submission of PPE Issue Matrix Register to the user department before commencement of work. Such Register should comprise of the name of the contractor, P.O No., name of the workmen being deployed, allotment of PPEs and signature of contractors' workmen substantiating allotment of PPEs to them as per the IS parameter laid down in PPE table.
9. Every contractor should ensure that their workmen have undergone safety training programme, as per their nature of work, prior to commencement of work. Contractor has to submit a report to the engaging / user department after completion of safety training program for obtaining permission to commence work under the particular P.O. A copy of that report has to be forwarded to Safety Department for information and record.
10. In the event of any accident, the concerned contractor / their site In-charges / supervisors must immediately inform the respective dealing officer of user department regarding occurrence of such accident, who in turn will inform Works Manager of the respective unit and Officer from Safety Department for initiation of further necessary action.

11. The Contractor shall ensure that no workman or other personnel deployed by them should loiter or work in shop floor, onboard ship or in the yard without wearing basic PPEs like Safety Helmet, Safety Shoes etc.

12. The indicative standard safety precautions are enumerated below to be adopted by the contractor firms:-

(a) **Personal Protective Equipment (PPEs)**. The contractor shall provide & ensure use of ISI marked Industrial Safety Shoes, Safety Helmets, Retractable type Full Body Harness (Double Lanyard), Welding Fume Respirator, Safety Goggles, Hand Gloves, Boiler Suits & other necessary Personal Protective Equipment (PPEs) depending upon the nature of job while at work. The area of applicability of PPE w.r.t. personal protection is PPE table section.

(b) **Hot Work Safety (Gas Cutting, Welding etc.)**.

(i) Prior to commencement of hot work, surrounding areas (including other side of the bulkhead & deck) shall be inspected for the presence of any inflammable materials and no Hot Work shall be carried out without obtaining **Hot Work Permit** from Fire Fighting Department of GRSE with fill-up of respective checklist and manpower list.

(ii) Adequate ventilation must be arranged while working in confined spaces throughout the period of carrying hot work.

(iii) Damaged gas hoses & welding cables should not be used for gas cutting & welding job. Gas cutting hoses & copper welding cables must be ISI marked of reputed make. **Use of Aluminum Welding Cable is prohibited during construction activities from fire safety point of view.**

(iv) The gas cutting hose should be separated from welding cables & electric cables.

(v) The welding holders, if energized, should not be left unattended.

(vi) All gas cutting torches shall be ISI marked of reputed make and gas cutting torches, cylinders, portable manifold must be fitted with standardized FLASH BACK ARRESTOR.

(vii) Full insulated welding holders (ISI marked) shall be used in construction jobs.

(viii) During recess period (Lunch time and at the end of day's work) or when work is suspended for more than half an hour, the gas cutting hoses shall be disconnected from the cylinder valves and removed from ship's confined space and keep the same in an open area / Main Deck.

(ix) All gas equipment shall be subjected to "Water Dip" test daily, before taking those on board. A record of the testing to be maintained by the person carrying out such test.

(x) Electric power shall be cut off from welding transformer end during recess period, at the end of day's work.

(xi) During hot work activity at the overhead location and on the bulk head, a person must be deputed at the opposite side of hot work from fire safety point of view.

(xii) Use of LPG for gas cutting is strictly prohibited in the shipyard.

(c) **House Keeping.**

(i) All inflammable wastes like cotton waste, plastic, broken wooden planks / parts, jute, cloth, electrodes packets, paper cartoon, refused cable insulation etc. should be removed by the contractors from the ship every day.

(ii) Gas cutting hose & welding cables shall not be used / laid on board in a haphazard manner and to be hanged properly on suitable hook / support towards avoiding fire & electrocution hazard.

(iii) AC Ducts are to be placed properly to avoid stumbling hazard on board vessels.

(iv) Ingress /exit hatch must be cleared.

(v) Iron dust generated from gas cutting, grinding and welding butts must be removed immediately after completion of the Job to avoid any slip & trip hazards.

(vi) Leakage/ Seepage of hydraulic oil, lube oil on deck floor are to be removed at the earliest to avoid fall hazards & residual diesel /leakage/ seepage must be removed due to fire hazard/slip hazard.

(vii) Residual Paints/ paints drums, thinner, D.P. containers & hardener containers etc. must be removed from ship after the Job completion or during the recess hours by the contractors.

(viii) All housekeeping staff must wear proper ISI marked PPE's like – Safety Shoe, helmet, gum boots, hand gloves, rubber hand gloves, goggles and musk etc.

(ix) During cleaning of water from ship's tank / compartment, no personnel should be allowed to work in bare foot. All such cleaning personnel should use "**RUBBER GUM BOOT**".

(d) **Electrical Safety.**

(i) Portable Safety Hand Lamp (110 Volts) should be used on board vessel.

(ii) All electrical connections should be of permanent type as far as possible.

(iii) Industrial type Plug & Sockets shall be used for electrical connections.

(iv) Mandatorily use of Industrial Type Extension board (proper earthing) with industrial plug and industrial socket with MCB in conjunction with RCCB.

(v) Use of **Damaged Electrical Extension Board** (i.e. without having M C B , damaged Plug & Socket) is **prohibited**.

(vi) The 440 V / 220 V supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance.

(vii) 440 Volt supply lines should be taken at overhead location.

(viii) Armoured cable to be used for 440 V power supply from shore to on board vessel.

(ix) Use of 440 V Welding Machine is strictly prohibited in side ship's compartment / confined spaces. However, under inescapable situation it may be permitted for specific reason / requirement, subject to approval PL / PCO of the ship, L&W Department and Safety Department.

(x) The dedicated electrical panel of the Welding Machine should be earthed at two separate points.

(xi) The electrical panel and Welding Machines placed on board vessels should be covered with metallic shed to prevent ingress of rain water and be secured on the Main Deck alongside the railing to prevent inadvertent fall due to stormy weather.

(xii) Electrical rubber mat should be placed in front 440 V electrical panel.

(xiii) 440 V electrical cables of the Welding Machine should be taken overhead (at least above the man height) for preventing any damage due to contact with sharp edge or hot work from the below deck.

(xiv) Suitable Canopy to be provided over welding machine to prevent ingress of water.

(xv) Electrical cables should be separated from Signal cable, Gas Hose, Compressed air line, Welding cables etc. (i.e. Electrical cables should not be entangled with Signal cable, Gas hose line, Compressed air line, Welding cable line etc.)

(e) **Safety during Painting.**

(i) Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.

(ii) A board indicating "Painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.

(iii) While painting, a safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall only be used.

(iv) While painting in confined space / closed compartments, one person must be posted near the entry point for constant coordination with the person working inside the confined space.

(v) During spray painting activity, Work Permit to be taken by the contractor firm as per GRSE norms.

(vi) While painting is to be carried out in the compartment, suitable ventilation system (exhaust as well as fresh air) should be arranged during painting, and after painting, to prevent accumulation of inflammable gas/ fumes inside the compartment. Fresh air shall be taken from ship's Main Deck or available nearest open Deck. Suitable exhaust ventilation arrangement shall be made available for dispersal of Paint fumes from the ship's confined spaces / tanks at the outside of

the ship's compartment in to the open air, so that the discharged paint fumes does not affect / influence the adjacent area of work / compartment / tanks.

(vii) Ventilation of the compartment should be continued at least for 24 hrs. after the spraying is stopped (or) until the compartment is gas free, whichever is longer.

(viii) Storage of paints / thinners, other Inflammable materials are not to be allowed on board ship.

(ix) Regularly all empty or in use paint drums/chemical /substance must be removed from the vessel immediately after completion of work & handover used/empty drum to the Paint Shop in charge.

(x) Safety hand gloves, safety goggles and face mask respirator, fitted with suitable filtering media / canister should be used during painting.

(xi) During painting activity inside the confined spaces the painter must use either Full Face Piece type respirator fitted with Supplied Air Line from the outside of the ship or Full-Face Mask Respirator fitted with suitable filtering media / canister which will give protection against the paint fumes inside the confined spaces as per recommendation of the OEM of the PPE. Helper shall use Full-Face Mask Respirator, fitted with suitable filtering media / canister, which will give protection against the paint fumes as per recommendation of the OEM of the PPE.

(xii) Pre-employment & Periodical Medical Health Checkup (quarterly / half yearly) of all the painters are to be carried out through qualified MBBS Doctor & Report to be submitted at GRSE Medical Department through Paint Shop to issue Fitness Certificate of the painter prior to deployment at GRSE.

(xiii) Only non-sparking spray guns and tools should be used. Metal parts of paint brushes and rollers should be insulated. Staging should be erected in a manner which ensures that it is non-sparking.

(xiv) The vendor should close the painting permit after their day's work & return back the original permit to Paint shop.

(f) **Safety during Grinding.**

- (i) All grinding machines shall be provided with standardized & non-expired grinding wheels of reputed make and shall be fitted with protective metal guards during grinding job.
- (ii) Use of **oversize** grinding wheel is **strictly prohibited**.
- (iii) All grinding wheels shall be of reputed brand & make and shall be stored / handled carefully prior to taking into use.
- (iv) Damaged grinding wheel shall be replaced forthwith for avoiding likely hood bursting of the wheel.
- (v) Suitable impact resistant Safety Goggles / Transparent Face Shield to be used for protection of eyes against foreign body.
- (vi) Double insulated type portable Grinding Machines to be used.
- (vii) Grinding work often produces sparks that can easily get into holes or gaps in floors, walls, and ceilings, or may fall on combustible materials. Therefore, foremost requirement is removing of flammable and combustible materials and liquids within a 5-metre radius of the work. If overhead hot work needs carrying out, then you may need to extend this radius. It must ensure that the atmosphere does not contain flammable or explosive vapours, gas, dust, painting fumes etc. Also cover these areas with suitable flameproof sheeting, purpose-made blankets, drapes, or screens before commencing grinding work.
- (viii) Do not drop grinding wheel on the floor. Don't use damaged plug top and electrical cables.
- (ix) Make sure the rotation of wheel is downwards against the job.
- (x) Make sure a machine will not run when unattended, by checking the dead main switch.
- (xi) Always use the side handle installed on the grinder to hold it firmly.
- (xii) Don't adjust work while the grinding wheel is in motion.
- (xiii) Don't wear loose clothing, articles, or jewelry while grinding.
- (xiv) Don't clean or make any adjustments on a moving grinder.

(xv) Wear all appropriate transparent face shield/safety respirator (if required) etc.

(xvi) Before installing an abr or flaws and perform a "Ring

(xvii) Make sure the disc sp grinder operating speed.

(xviii) Always use wheel guard opening is opposite to the bo

(xix) All grinding machines s expired grinding wheels of protective metal guards durin

(xx) Ensure the correct flang disc. Otherwise the disc can s

(xxi) Allow the grinder to "run to the job. Before starting the run the machine for 1 minute

(g) **Safety while working at height**

- (i) Suitable scaffolding structure having working platform of adequate strength with fencing shall be provided for workmen for all works that cannot be done safely from the ground/low level.
- (ii) Damaged / defective wooden planks shall not be used for staging purposes.
- (iii) Wooden planks are to be secured at both ends for preventing over turning of the planks.
- (iv) Use of oil drums for staging purpose is strictly prohibited. The Steel Stools / staging materials are to be used for staging purpose and to be used in safe manner.
- (v) While working at height, from where a person is likely to fall and injured, **retractable type Full Body Harness with double lanyard** shall be used with proper anchorage to the life line / rigid structure.
- (vi) Every floor opening shall be securely guarded.
- (vii) Automatic Fall Arrestors must be used for ascending / descending purpose.
- (viii) Rigid point is to use for anchoring of Safety Belt double lanyard full body harness) /Life Line.
- (ix) Safety Net of suitable mesh size is to be provided underneath the job location while working at height work.
- (x) Loose material should not be kept / store unnecessary on scaffolding structure platform.
- (xi) Workmen engaged for hot work at a certain height /on roof have to remove or enclose the underneath flammable materials (if any) with fire retardant cloths before starting of the job. Also cordoning the underneath area.
- (xii) A Bosun's chair (or Boatswain's chair) with double lanyard full body harness should be used for cleaning & painting of high rise building (where scaffolding is not possible to erect).
- (xiii) Passageway, or a scaffold, platform or any other working elevated surface which is in a slippery and dangerous condition should

not be used and water, grease, oil or other similar substances which may cause the surface slippery shall be removed or sanded, saw dusted or covered with suitable material to make it safe.

(xiv) Before starting of height work, height Work Permit to be taken by the contractor firm as per GRSE norms. The vendor should close the height Work Permit after their validity of work & return back the original permit to Civil Dept./ to the height work permit issuing department (as the case may be).

(h) **Safety during erection of scaffolding structure :**

(i) The scaffolding platform shall be provided with suitable railing, toe guard & waist guard on each open side and shall be secured at both ends for preventing overturning of the planks.

(ii) All personnel, engaged for erection of scaffolding structure must wear safety belt.

(iii) All scaffolding materials such as steel tubular pipes, couplers are to be in good physical condition.

(iv) Stability of the scaffolding structure to be established before any person is allowed to work on the scaffolding platform.

(v) The scaffold platforms to be provided with suitable hard barricading at the open sides. Top rail must be at least 42", mid 21", toe board 4" from the working surface.

(vi) While erecting scaffold, care should be taken to ensure that the distance between two transoms is not more than one meter.

(vii) Personnel (scaffolders), while engaged for erecting staging, must wear safety belts (double lanyard full body harness) when they have to work on locations above ground level.

(viii) Frequent checks must be made to ascertain condition of the staging to ensure that they are safe

(ix) The staging / scaffolding planks should be so arranged that there is no gap between them.

(x) If the erection of scaffolding is under vendor's scope as per SOTR, then concerned firms must provide certificate of scaffolder and inspector to the controlling GRSE officer and Safety dept. before

erection or dismantling of the scaffolding and engage only approved trained & certified scaffolding gang & certified supervisor for erection or dismantling of the scaffolding. Tag (Red, Yellow, and Green) to be used during erection of scaffolding.

(xi) Base plate must be provided during erection of scaffolding structure (as per requirement).

(xii) Passageway, or a scaffold, platform or any other working elevated surface which is in a slippery and dangerous condition should not be used and water, grease, oil or other similar substances which may cause the surface slippery shall be removed or sanded, saw dusted or covered with suitable material to make it safe.

(i) **Safety while working on fragile roof (AC Sheets).**

(i) The AC Sheets dismantling activity shall be in compliance to the Rule 51 A of W.B. Factories Rules, 1958.

(ii) All the metal access ladders (if not available at site, in that case to be erected) shall be provided with IS / EN marked vertical fall arrester for vertical ascending or descending of personnel from the fragile roof.

(iii) Sufficient number of dedicated Roof Ladders / Crawling Boards / Duck Ladders (Load Tested at 500 Kgs and manufacturers load test certificate to be submitted) shall be used on the fragile roof according to site requirements. All personnel, required to work on fragile roof, shall be well trained and conversant with the use of Roof Ladder / Crawling Board / Duck Ladder, as the case may be.

(iv) Overlay type P.P. Safety Net, having suitable mesh size, to be used underneath the working location for arresting inadvertent fall of man and materials (small nuts & bolts, broken asbestos sheets etc.) from height.

(v) The underneath area of work shall be cordoned with cautionary tape with a minimum site clearance of 5 mtr. in all direction from the location of work and sufficient number of Cautionary Notice (in Bengali & Hindi Language) to be displayed & maintained at site as stipulated in Rule 51 A (c) of W.B. Factories Rules, 1958.

(vi) IS / EN Marked Double lanyard Full Body Harness (with retractable attachment) and sufficient number of horizontal life lines to be erected above the fragile roof for anchoring of Full Body Harness during dismantling of asbestos sheets. If required, safety posts of

adequate strength to be erected for laying of horizontal life lines for anchoring the lanyards of Full Body Harness.

(vii) Before starting of the job, the contractor must submit individual Medical Fitness Certificate against every engaged employee, issued by MBBS Doctor, in favour of the workers required to work at height declaring that all such worker(s) are fit to work at height.

(viii) Firm has to engage trained and experienced personnel at GRSE site and trade wise training / experience certificate of the individual concerned to be submitted to GRSE.

(ix) **'Safety Tool Box'** to be conducted by the Site In-charge on regular basis prior to commencement of day's work and a register of the personnel attended the Tool Box Talk to be maintained at site with signature of the individuals, duly endorsed by the Site In charge of the firm.

(x) Suitable Scaffolding Platform with fencing, having adequate strength shall be provided for workmen for all works that cannot be done safely from the ground / low level.

(xi) "Height Work Permit" shall be obtained by the Site In-charge of the contractor's firm on daily basis, duly endorsed by the concerned executing Dept. of GRSE & certified by GRSE Safety Department.

(xii) All roads and open areas adjacent to the work site shall be suitably protected by erecting vertical safety net and PVC woven cloth for arresting the fall of fragmented materials during dismantling activity.

(j) **Safety while working with Acetone**

(i) The persons while working with Acetone must wear impervious gloves and flame retardant anti-static protective clothing. For handling in a closed ventilation, the persons must wear safety glasses with side-shielded.

(ii) Do not undertake any Hot Work (including grinding / drilling) in the vicinity of vapor, if formed and also do not use Electric switches. Safety clearance similar to hot work in extant is to be followed i.e. Work permit system should be implemented by concerned Department with a copy to Fire/ Safety Department before starting any job.

(iii) In case of spillage of Acetone, soak up with inert absorbent materials (e.g. Sand, Saw dust) and shovel into suitable container for disposal. Do not use sparking tools. Do not allow product to enter sewer

or waterways. Use personal protective equipment. Remove all sources of ignition. Ensure adequate ventilation.

(iv) During normal handling, ensure all equipment is electrically grounded before beginning transfer operation. Ensure adequate ventilation. Do not allow product to contact skin, eyes and clothing. Do not breathe vapors. Keep away fire, sparks and heated surfaces. Keep container tightly closed in a dry and well ventilated place. Do not use plastic buckets, which may lead to spillage.

(v) Keep all Acetone containers in a well-ventilated space. Empty container may retain product residue including flammable or explosive vapors. Store in area designed for storage of flammable liquids.

(vi) Do not cut, drill, grind or weld near full/ partially full or empty product containers. Keepaway from heat and source of ignition.

(vii) Re-open used container with caution. Containers which are opened must be resealed and kept upright to prevent leakage.

(viii) Provide local and general exhaust ventilation to effectively remove and prevent build- up of and vapors or mists generated from handling of the product.

(k) **Deployment of Trained Employees by the contractors**

(i) Each contractor has to depute trained & experienced personnel in the respective trade(s) for working at GRSE Site.

(ii) Contractor has to submit requisite trade training certificate of the individual to the executing dept. before commencement of job & issuance of Gate Entry Permit.

(l) **Safety during Handling/ Storage/ Disposal of Oil Drums and Hazardous Wastes**

(i) The oil drums shall be handled in such a manner so that no damage to oil drums takes place / spill on the ground.

(ii) The oil drums should not be rolled on the ground. It should be carried with the help of proper trolley.

(iii) Oil drums should not be left / kept in haphazard manner, instead it should be stored at dedicated storage place.

(m) **Safety in using of material handling equipment such as crane, hydra and forklift truck etc.**

(i) **Statutory Requirements.**

(aa) **Valid Driving License of the vehicle operator.** The operator of the Crane, Hydra, Forklift Truck, Dumper Dozer, Lorry, Tractor etc shall have valid Driving License as applicable for the particular class of vehicle.

(ab) **Valid eye test certificate of the operator and the persons giving signal.** The Eye Test and Colour vision test Certificate of the operator of Crane, Hydra, Forklift Truck, Dumper Dozer, Lorry, Tractor etc. and the person(s) giving signals to the Crane Operator to be obtained from a qualified Ophthalmologist as per Rule 49 of the W.B. Factories Rules, 1958 and the same should be checked & verified by GRSE Medical Department through proper channel. The eye sight and colour vision of the person as referred above shall be re-examined at least once in every period of 12 months up to the age of 45 years and once in every 6 months beyond that age. The record of examination and re-examination carried out shall be maintained by the service provider in Form 17A as specified in Rule 49 of the W.B. Factories Rules, 1958.

(ac) **Valid Load test certificate of the Lifting Machines.**
As per Section 29 of the Factories Act, 1948, the annual statutory Load Test Certificate of the Crane, Hydra, Forklift Truck etc. including all lifting tackles (Rope Sling, Chain Sling, Hook, Shackle, Swivel, Coupling, Socket, Clamp, Tray or similar appliance, whether fixed or movable, used in connection with the raising or lowering of loads or persons by use of lifting machines) to be obtained from the Competent Person as certified by the Chief Inspector of Factories. The service provider, prior to taken into use of the aforesaid lifting machine and lifting tackles at GRSE site, shall submit the copy of valid statutory load test certificate(s) of the aforesaid items in Form - 8 (issued Under Rule 55 of the W.B. Factories Rules, 1958) along with a copy of Competency Certificate of the person issuing the test certificate in Form 8.

(ii) **General Requirements.**

(aa) All personnel engaged for operating the Crane, Hydra, Forklift Truck, Dumper, Lorry, Tractor etc. and their helper(s) shall wear IS mark Personal Protective Equipment in the factory premises. The PPEs shall be supplied by the service provider and also ensure use of the same while at work .

(ab) The operator of Crane, Hydra, Forklift Truck, Dumper, Dozer, Lorry, Tractor etc. and their helper must be provided with fluorescent type Jacket / Vest for better visibility from distance.

(ac) During material handling with the help of Crane, Hydra etc. in suspended condition, the swinging of the load being handled shall be controlled from remote with help of guide rope.

(ad) The helper of the Crane, Hydra, Forklift Truck, Lorry, Tractor etc. should have a whistle for giving signal to the personnel in the close vicinity during operation of the aforesaid vehicles.

(ae) One pair Walkie -Talkie set should be supplied by the service provider to the crane driver & and the person(s) giving signals to the Crane Operator, for maintaining communication between them during crane operation.

(af) Use of Mobile Phone and (or) Ear Phone is strictly prohibited during operation of the aforesaid vehicles.

(ag) Safety Orientation programme to be carried out by the service provider for their employees before commencing of the activity at GRSE and also periodically during execution of the job.

(ah) Material handling job shall be monitored and controlled by a competent supervisor of the service provider.

(aj) Further the service provider shall be liable for adoption of additional safety measure(s) as and when recommended by GRSE as per requirement.

Contractor's liability for non-compliance of Safety Rules & Regulations

13. Each contractor firm shall be solely responsible for any untoward incident arising out of adopting unsafe practices while working at GRSE premises and in the event of any accident happening in the yard, resulting in physical injury to the contractor personnel or loss of lives or otherwise damaging any part of the property, the contractor shall be

required to make good the loss to the Company and shall be responsible for all consequences that follow from loss and / or injuries to the persons involved in such accidents/ litigation expenses or litigation consequences etc.

14. It will be liability of the contractor firm to ascertain the standard safety precautions for discharging his work as per the prevailing safety standards in GRSE. The decision of GRSE Management in all matters concerning to safety, shall be final and binding on the contractor.

15. For compliance of requisite safety norms, **each contractor firm will deploy their own qualified Safety Officer** at GRSE site.

16. On completion of work in any location (either on-board / in the yard), the contractor firm or his agents must ensure that the place is left in a reasonably clean state and all scraps are transferred to nearby scrap-bins / removed from GRSE premises as per terms and conditions.

17. GRSE reserves its right to suspend the work in the event of the contractor not complying with the rules / instructions with regard to safety practices for which no claim of any kind will be entertained. The executing department or the Head of Safety Dept., upon his satisfaction that the Contractor is not conforming to the safety requirement(s), **may direct stoppage of work** and require the Contractor to remedy the defects or supply the Omission/s as the case may be. The Contractor shall not proceed with the work until his compliance with such directions to the satisfaction of the executing department or the Head of Safety Department.

18. Without prejudice to the right conferred by the clause (e) above for stoppage of work for violating safety requirements, the Contractor shall be liable for a penalty as below: -

Sl.No.	Type of violation	Penalty (in Rupees)			Penalty
		1st instance	2nd instance	3rd instance	4th instance
(a)	Any worker not having / not using PPEs properly	10,000/-	15,000/-	20,000/-	Discontinued / debarred from participating in future tender upto 06 months / 02 consecutive tenders, which ever is later

Sl.No.	Type of violation	Penalty (in Rupees)			Penalty
		1st instance	2nd instance	3rd instance	4th instance
(b)	Use of defective / non IS PPEs	5000/-	10,000/-	15,000/-	Discontinued / debarred from participating in future tender upto 06 months / 02 consecutive tenders, which ever is later
(c)	Found adopting Unsafe Act (wilful violation of safety norms)	5000/-	7500/-	10000/-	Discontinued/ debarred
(d)	Creation of unsafe condition	5000/-	7500/-	10000/-	Discontinued / debarred
(e)	Non deployment of trained personnel (Trade wise)	5000/- per untrained personnel	10000/- per untrained personnel	15000/- per untrained personnel	Discontinued / debarred
(f)	Major violation of safety guidelines of the Tender terms and / or safety Guidelines issued by Safety Dept. from time to time	10000/-	20000/-	30000/-	Discontinued/ debarred

Note:-

(i). In case of permanent disability / fatal accident during the execution of the contract, a penalty will be imposed on the contractor on the basis of recommendation of contract awarding Department on case to case basis. **In such case the penalty may be banning of business dealing with GRSE or penalty of up to 10% of contract value to a minimum of Rs 50,000/- (fifty thousand) or both.**

(ii) In the case of repeated violation of safety guidelines, i.e, for more than 04 (four) instances during any Financial Year, GRSE shall have the sole discretion to terminate all / such affected contracts of the concerned non-complying contractor. GRSE may also impose Tender Holiday up to maximum period of 03 years in the

event of more than 04 Violations and / or on the severity of the violations as decided by the management. Tender Holiday will be issued on recommendation of existing Standing Committee and approval of Competent Authority.

Procedure to be followed for imposing penal action

19. Action by User Department

(a) In the event of safety violation by the contractor or his worker / supervisor etc. the concerned officer of User Dept. (WDC issuing authority) shall inform the contractor in writing of such violations and subsequently initiate action to deduct the penal amount as per Para 6 of this policy from the next bill of the contractor or Security Deposit / Earnest Money Deposit etc. The penalty is to be implemented and advised for deduction by the concerned Officer of the user department at the time of issuing next WDC (Work Done Certificate) to the contractor.

(b) The concerned officer of User Dept. shall simultaneously inform the above penal action to the Safety Dept., VD Cell, Contract Cell and HR Dept. / Contract Labour Cell mentioning name of the firm, contract / P.O. no., date of safety violation, type of violation, penalty amount and instance of violation.

(c) Inform HR Department (Central Contract Labour Cell, Main unit and / or unit HR Officers) the name of the errant contractors' workmen found to be violating the policy for debarring their gate-passes.

20. **Action by Safety Dept.** Safety Department can also inform the user dept. regarding violation of safety guidelines and submit a report to the user department (WDC issuing authority) for taking necessary action. The fortnightly MIS of safety violations will be forwarded to Contract Cell and Occupiers. Inform HR Department (Central Contract Labour Cell, Main unit and / or unit HR Officers) the name of the errant contractors' workmen found to be violating the policy for debarring their gate-passes.

21. **Action by Contract Cell.** Based on the fortnightly MIS reports, Contract cell will issue caution letter to the defaulting contractors regarding debarring them in the event of safety violation after the 3rd instance. In case the violation takes place for more than 04 (four) times during a FY, the Contract Cell will initiate action for putting the defaulting contractor under Tender Holiday as per the laid down procedure

22. **Action by HR Dept.** Upon receiving information of Safety violation by a contractors' workman, the concerned HR Officer will inform the nodal Officer of Security department to debar the concerned contractors' workman from entering the unit for maximum 10 (ten) days period in each instance of Safety violation.

23. **Action by Security Dept.** Security Dept. will debar the concerned defaulting contractors' workman based on advisories by user department / Safety department and



recommendations by Contract Labour Cells of HR Dept. for each instance of Safety violation.

The penalty amount shall be recoverable from any Bill / Security Deposit / Earnest Money Deposit or from other dues of the contractor.

24. **The above rules and procedures are only illustrative and not exhaustive.**

PPE TABLE

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
1	Head Protection	Safety Helmet	In the shop floor / on board ship / working at height / under the suspended load or any other place where there is any possibility of head injury.	To protect the head from injury due to falling or moving objects, impact on stationary objects and from impact due to fall	IS: 2925 or EN 397.
2	Foot Protection	Safety Shoes	(a) Mandatorily wear safety shoe while working in shop floor / on board ship/ Stores/ Dock floor or any other place where there is possibility of foot injury. (b) Mandatorily wear closed footwear while entering the shipyard. (c) Wear Rubber Gumboot while working in water logged condition for removing of water from ship's tank, compartment, Dock Galley etc., cleaning of Dock floor / acid pickling area/ canteen cooking and washing areas etc.	To protect the feet from risks ranging from crush and impact injuries to contact with hot surface, slips, cuts, penetration wounds, electric shock etc.	(a) IS 15298 / EN ISO 20345 (b) Non ISI (c) IS: 12254

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
3	Eye Protection	Safety Goggles	When engaged for welding / gas cutting / grinding / chipping / painting / chemical handling or any other activity where there is a possibility for eye injury due to penetration of flying particles / ultra violet radiation / splashing of chemical etc.	To protect eyes from damage or penetration due to flying particles, ultra violet radiation impact, burns, splashes etc.	ANSI Z87.1 or EN166.
4	Ear Protection	Ear Plug	In high noise area (>90 db).	Use of hearing protection appropriate for reducing the sound levels of noisy equipment and processes to acceptable levels.	IS: 9167/ EN 352
5	Hand Protection	Hand Gloves	(a) <u>Leather Hand Gloves.</u> During material handling / welding / gas cutting or any other activity where there is possibility of hand injury due to contact with sharp edges, hot spatter from welding or gas cutting processes. (b) <u>Electrical Rubber Hand Gloves.</u> While executing any electrical maintenance jobs. (c) <u>Acid / Alkali Proof Rubber Hand gloves.</u> During handling of acid, skin irritants chemical & solvent etc.	To protect the hand from injuries such as cuts, abrasions, burns, ingress of chemicals & electric shock.	(a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN 388 for mechanical hazard (b) IS 4770 (c) EN 374

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
6	Respiratory Protection	Welding Fume Respirator, Paint Fume Respirator or, Dust mask	(a) <u>Dust Respirator.</u> To be worn during grinding job, floor cleaning, dusting or any other activity where there is possibility of producing dust. (b) <u>Welding Fume Respirator.</u> To be worn during welding, gas cutting, brazing job etc. (c) <u>Chemical Respirator.</u> To be worn during painting, mixing of paint with solvents & FRP activities handling of acid, skin irritants, chemical & solvents etc.	To protect against respiratory hazards.	(a) IS: 9473 / EN: 149 (b) IS: 9473 / EN: 149 (c) IS: 15323 (Selection to be made according to the particular chemical hazard)
7	Fall Protection	Double lanyard Safety Belt & harness, automatic fall arrestor	To be worn while working in height: (a) <u>Double Lanyard Full Body Harness</u>. During working at height such as on scaffolding structure / suspended working platform / ship's mast / fragile roof / inclined surface on the roof top or at any other height where there is a possibility of person to fall and get injured. (b) <u>Automatic fall arrestor (in addition to full body harness).</u> To be worn during carrying out job in the vertical ascending / descending on the scaffolding	To protect the personnel from falling while working at height such as on scaffolding structure / platform, ship's mast, fragile roof, inclined surface on the roof top etc.	(a) IS: 3521 (b) EN 361

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
			structure, working on the suspended working platform and inclined surface on the roof top, horizontal movement at height.		
8	Electric Arc Flash Protection	Electric Arc rated flash suit jacket, pant, hood and gloves	To be worn during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	To protect the personnel from accidental exposure to high temperature of electric arc flash during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	As per guideline of NFPA-70E
9	Fire-Fighting protection	(a) Three Layer Fire Close Proximity Suit (b) Self-Contained Breathing Apparatus (SCBA) Set	Personnel engaged in Fire Fighting service should wear Fire Close Proximity Suit and use Self-Contained Breathing Apparatus (SCBA) Set during combating fire in a hazardous environment.	To protect the Fire Fighting personnel during Combating Fire in a Hazardous Environment / High Level Respiratory Protection	Fire Proximity Suit approved by EN-469:2005 + A1: 2006 + AC: 2006D and CE. Jacket & Trouser (EN-469) Hand Gloves (EN-659) Outer Head Protection Helmet (EN-443/1997) and inner Protection EN 1391,

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
					Self-Contained Breathing Apparatus(S CBA) Set, as per approval of CE and EN-137 CLASS II standards and Approval of PESO
10	Face protection	Industrial safety face shields with plastic visor	When person engaged for grinding / chipping / buffering or any other activity where there is a possibility for face injury due to penetration of flying particles	To protect the face from flying particle	IS 8521 Design of visor may be selected as per design of safety helmet
11	Protective Clothing	Cotton boiler-suit	In the shop floor / on board ship / production floor and in any other areas of operation.	To protect the whole body of a contractors' workman from dirt, dust etc.	IS: 177-1989 (Reaffirmed in 2003), Variety 3 standard
Note : Cotton-boiler suits should bear name of the contractors' firm on the back-side of the boiler-suit in legible manner for easy identification					

**Annexure 3 / संलग्नक-3**

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
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

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

CHECK LIST FOR BILL SUBMISSION - for Service Contracts				
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

INTEGRITY PACT

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"
and
..... hereinafter referred to as "the Bidder/Contractor"

Preamble

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

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

Section 1- Commitments of the principal

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

- a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the 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)/Contractor(s)

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4- Compensation for Damages.

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

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

Section 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity pact, and to submit it to the principal before contract signing.
- 2) The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

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

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

Section 8- Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- 3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The

Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /Subcontractor(s) with confidentiality.

- 4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the contractor, The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.
- 8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word 'Monitor' would include both Singular and plural.

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

- 1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

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

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place

Place

Date

Date

Witness 1
(Name & Address)

Witness 2
(Name & Address)