

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)Address 43/46, Garden Reach Road, Kolkata-700 024
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CINसी आई एन: L35111WB1934GOI007891

SERVICE LEVEL AGREEMENT /NIT

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

- i. M/s Tech Mech
- ii. M/s KP Enterprise
- iii. M/s PH Enterprise

NIT Noनिविदा संख्याः	SCC/KT/SVL/3026/OT/PI FI AND HO/007/ET-1960 Dated 06.05.2023
Job Title कार्य का नाम:	"Rate Contract for Services related to conduct of liquidation of PI Observations, FI and HO of Non-Modular Compt. at YD 3026" [to be executed as per SOTR No: RBD/3026/PI & FI/Non-Mod/01 dtd. 03/05/2023 at Annexure-1]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (Main Unit)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	08/05/2023	14:00 hrs
Bid submission Closing Date निविदा जमा की अंतिम तिथी	13/05/2023	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथी (तकनीकी- वाणिज्यिकबोली भाग-I)	15/05/2023	14:00 hrs
Offer Validity Period minimum	120 days from date of opening of Tender	
ऑफर की नियुन्तम वैधता अवधी	(Part – I)	



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

FEES / DEPOSITS		
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिछेद 03 मे उदधृत)	Not Applicable	
Earnest Money Deposit (EMD) बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत)	Not Applicable	
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)	
Liquidated Damages परिनिर्धारित नुकसान	¹ / ₂ % per week, Max 5% of unexecuted job	
PBG पी बी जी	10% of Order Value (indicative only)	
Billing Frequency बिल करने की अवधी	Monthly progressive	
Evaluation of L1 एल1 का मूल्यांकन	on Totality basis	

ARTICLE 3 अनुछेद-3: ANNEXURES FORM PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC)
Annexure 3 संलग्नक- 3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 5 संलग्नक-5	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 6 संलग्नक-6	Fire & Safety Guidelines
Annexure ७ संलग्नक-७	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer <u>www.grse.in</u>)
Annexure 8 संलग्नक-8	Special condition of contract (please refer www.grse.in→Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure9 संलग्नक-9	General Requirement (please refer www.grse.in→Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Check List for Bill submission (please refer www.grse.in→Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Bank Guarantee Format for PBG(please refer www.grse.in \rightarrow Tender \rightarrow Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13संलग्नक-13	Guideline for Bank Guarantee (please refer www.grse.in→Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	PF, ESI declaration form (please refer www.grse.in→Tender→ Enclosures Related to tenders of Sub-Contracting Activities)



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

	<u>Self-Attested documents are to be scanned and uploaded with Part I of GeM-bid</u> ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with		
	documentary evidence and MSE certificate to be submitted		
2	Documents meeting the Technical Eligibility Criteria as per – SOTR along with filled up form-		
	Annexure-3		
3	Self-Certification for not having blacklisted /not received any tender holiday as per format at		
	Annexure-4		
4	Check List for Bill Submission of Contractor at Annexure-10		
5	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.		
6	Copies of registration with PF, ESI authorities.		
7	Partnership Deed / Memorandum and the Article of Association of the firm confirming		
	partners and lead partner		
8	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in		
	favour of lead member.		
9	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID		
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Note: In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.

ARTICLE 5 अनुछेद-5: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) Mobilisation Period लामबंदी अवधी- Job to be started within 03 days from the date of receipt of LOA /PO /intimation from PL of concerned Ship.

(B) Job Starting Date कार्य आरम्भ तिथी - Job is to be started within 03 days from date of receipt of LOA /PO /intimation from PL of respective ship, as per requirement of GRSE in consultation with PL / PCO of respective Ship.

(C) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय – Please note, time is the essence of this PO /Contract. Monthly completion of liquidation of the PI observations must be minimum 25 compartments Monthly FI output must be 25 compartments. Monthly HO output must be 50 compartments. However, it may vary a little more/less depending on the size of the compartment. In case of doubt, instructions of the Engineer in-charge / PL or their nominated representative is to be followed.

ARTICLE 6 अनुछेद-6: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR, Drawings and in case of doubt, instructions of the Engineer in-charge / PL or their nominated representative is to be followed. The work will be required to carried out in GRSE FOJ /MAIN / RBD /NSDD KoPT.

The Contractor shall maintain Statutory HR requirements, Hindrance Register and Safety requirements as per point sl.14, Misc points of SOTR.



ARTICLE 7 अनुछेद-7: GUARANTEE& WARRANTY गारंटी एवं वारंटी -

Guarantee / Warranty of the job: Guarantee / Warranty of the job: Applicable for a Period of 12 months from the date of handing over of the ship to GRSE customer. The details are as per clause 08 of STAC (Annexure 2). Any faulty work carried out by the sub-contractor to be rectified by them within the time stipulated by GRSE. In case of failure of the 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.

ARTICLE 8 अनुछेद-8: PRICE मूल्य -

Price quoted will be firm and fixed for the entire contract period till completion of the work. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra. No escalation whatsoever will be considered under any circumstances within the period of contract.

ARTICLE 9 अनुछेद- 9: UNREASONABLE QUOTES अतर्कसंगत भाव -

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

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

iii. If the justification is acceptable to GRSE, then the bidder has to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract GRSE shall reserve the right to impose tender holiday for a period of at least 03 years.

ARTICLE 10 अनुछेद-10: ESCALATION मूल्य वृद्धी – Not Applicable.

ARTICLE 11 अनुछेद -11: OFFER VALIDITY प्रस्ताव की वैध्यता-

Offer should be valid for **120** 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 120 days against valid reason.

ARTICLE 12 अनुछेद-12: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOTR will not be accepted. However, in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE, then suitable loading for such deviation on the price quoted by the bidder will be considered (during TNC/CNC proceedings) prior to determine the L1 price.

ARTICLE 13 अनुछेद-13: DETERMINATION OF L1 एल-1 का चयन -

L1 bidder will be decided In **Totality basis** as mentioned in Price bid format. However, in case of loading the price, GRSE will evaluate L1 bidder offline, considering all applicable loading factors on quoted price.



ARTICLE 14 अनुछेद-14: BOQ बी ओ क्यु –

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

Sl. No.	Job Description (Items)	Quantity	UOM
1	Service_PI of Compartments	5,300	SQM
2	Service_FI of Compartments	5,300	SQM
3	Service_HO of Compartments	5,300	SQM

Please note, the quantity mentioned above is tentative for entire contract period. The service to be provided by the vendor as and when required basis during the contract tenure.

ARTICLE 14अनुछेद-14: QUANTITY VARIATION:

Quantity indicated is tentative. It may vary according to actual requirement of job during the execution of the contract. The selected Bidder has to execute the required quantity at same rate and terms & Conditions up to variation (+) 25% as applicable. Accordingly quantity of individual items as well as total order value may be increased/ reduced as per actual requirement of the job. Necessary amendment of PO will be issued accordingly.

ARTICLE 15 अनुछेद-15: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य_

GRSE at its discretion may engage multiple sub-contractors to maintain & in the interest of the construction schedule, subject to acceptance of established L1 rate by other techno-commercially qualified bidders. In case of requirement of engagement of multiple bidders, the tentative ratio will be 60:40 for engagement of 02 bidders & 40:30:30 for 03 bidders. In case of requirement / poor performance by engaged vendors, other qualified bidders may be engaged for execution of balance job subject to acceptance of established rate with L1 bidder.

Note: The loading of the job will be purely based on GRSE requirement and no claim from individual vendors will be accepted. If the performance of the engaged vendors is found not satisfactory, loading ratio could be reduced and performer vendor could be loaded with higher ratio.

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

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

ARTICLE 17 अनुछेद-17: MICRO& SMALL ENTERPRISES सूख्छम एवं छोटे उद्योग –

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



c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

Micro & small enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

ARTICLE 18 अनुछेद-18: ELIGIBILITY CRITERIA पात्रता के मापदंड –

A. Technical Criteria तकनीकी मापदंड –

Bidder must have experience of successful execution of SIMILAR TYPE OF JOB during last Seven years. Supporting documents meeting Technical Eligibility Criteria to be submitted along with the part – 1 bid.

[Description of similar job: PI, FI and Handing over of non-modular compartment onboard ship]

B. Financial Eligibility Criteria वित्तीय मापदंड – Not Applicable.

C. The bidder should give self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during **last 03** years ending on 30.04.2023. The bidder has to submit self-certification for the same along with the techno-commercial offer. If any tender holiday was issued to the bidder prior to last 03 years, a letter of revocation from appropriate authority should be submitted along with techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated. Self-certification is to be submitted as per format attached at Annexure-5.

[Documents mentioned in above clauses to be submitted with Techno-commercial (Part-I) bid without which submitted offer will not be considered for processing of tender]

Note: Requisite formats attached with NIT as Annexure 3 & 4 of Article 3 to be filled up by the bidders in support of above technical and financial eligibility criteria and submit the same along with the Techno-Commercial bid.

ARTICLE 19 अनुछेद-19: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश –

- 1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding of 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 if there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept.in writing, not less than 07 days prior to bid closing date.



- 3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any or, all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
- 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, Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- 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 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- 7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- 8. Any Drawings or technical information shared with the bidders, are confidential in nature/ the Intellectual Property of GRSE and will be governed by the specific Acts applicable thereto. Any related drawings / documents issued to the sub-contractor should not be copied/ shared and to be returned to GRSE after completion of work.
- 9. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed.
- 10. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
- 11. Bidder has to declare, in what capacity he is participating in the tenderize 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.
- 12. A Bidder is allowed to submit only one Bid under any capacity / status.
- 13. Difficulty in submitting the bid:
 - a. Any query /difficulty in understanding of SOR or other technical terms may be got clarified from **Mr. Biswanath Chakraborty (PL-3026) (Mob. 9163361883) e-mail:** Chakraborty.Biswanath@grse.co.in prior to submission of offer.
 - b. The commercial aspects may be got clarified from **Ms. Kaberi Das Talukdar, MGR (Contract)/ Main Unit, Mobile No.9163361888, e-mail:** Talukdar.Kaberi@grse.co.in prior to submission of offer.



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

ARTICLE 20 अनुछेद- 20: e-BID INSTRUCTION ई बिड के अनुदेश –

- a) To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E–Procurement portal http://www.grse.in/etender or http://eprocuregrse.co.in
- b) It is mandatory for all bidders to have class III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link http://www.cca.gov.in.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. 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 the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) AMENDMENT OF TENDER DOCUMENT
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.



ARTICLE 21 अनुछेद-21: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड –

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

- 1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- 2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- 3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- 4. Bid received without qualification documents, where required as per the tender.
- 5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- 6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- 7. EMD validity period is shorter than specified in the tender enquiry.
- 8. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.20 (d)], then offer will be treated as cancelled.
- 9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- 11. Bidders not submitting Original Bid Security Declaration within 7 GRSE working days from the tender closing date.

ARTICLE 22 अनुछेद-22: POST AWARD APLLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा -

A. Security Deposit प्रतिभूति जमा -

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

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

- a. WDC will be issued by PCO or officer nominated by PL of respective ship. Bill Certification will be by PL or officer nominated by PL and duly supported by GRSE QA /WOT/IRS inspection notes of the items.
- b. The WDC must clearly mention the schedule dates for starting & completion /delivery of the jobs (as given to the subcontractor by GRSE) and the actual dates of start & completion.
- c. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD and effect recoveries from sub contractor's invoice.
- d. WDCs will be issued after completion of the job.
- e. WDCs are to be submitted with Bill to PL for necessary Service Entry and Bill Certification.



C. Bill Submission बिल प्रस्तुति:

On obtaining WDC bills are to be raised in line with job stage recognition stated in SOR. Bills are to be submitted at the Bill Receiving Counters located at the gate of each unit of company. Bill is to be packed in sealed envelope super scribing on the envelope stating Purchase Order No., Vendor code, Bill No./ Invoice, Name of person /employee to whom bill is to be addressed for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

D. Payment Terms भुगतान की शर्तें:

- a. The certified bill amount will be paid within 30 days of receipt of bill duly certified by PL3026/his nominated rep. along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by PCO-3026, GRSE. However, this is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the firm. The stages of payment will be as follows_
- b. 90% payment with full service tax will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by PL 3026 /his nominated rep & supported with satisfactory Work Done Certificate duly certified by PCO 3026 / his nominated rep. and on clearance of ESI & P.F. liabilities from the concerned department.
- c. Balance 10% payment will be released or on submission of work completion certificate by PL3026.
- E. INSPECTION AUTHORITY: GRSE Production/QA/WOT/IRS as per QAP

F. <u>LIQUIDATED DAMAGES</u>:

The vendor will be liable to pay minimum Liquidated Damages @ $\frac{1}{2}$ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with the Company.

G. RISK PURCHASE: -

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 subcontractor.

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.

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



. Fire & Safety Precautions (for working inside GRSE): -

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

J. <u>Mandatory use of ISI marked PPE by Contractor Employees:</u> 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:

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

LIST OF PPES

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.

- K. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी) (for working inside GRSE): In case of work to be carried out at 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.
- L. Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व) and cannot be extended for any reason whatsoever. However in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.



ARTICLE 24 अनुछेद 24: SUBMISSION OF BIDबिड 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 25अनुछेद 25: CONTRACT WORKMAN WAGE PAYMENT: -

- 1. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- 2. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- 3. 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 26अनुछेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE- 5.

Ms. KABERI DAS TALUKDAR MGR (CONTRACT) GRSE Ltd.43/46, Garden Reach Road, Kolkata-700 024 (Cont. no. 9163361888) Talukdar.Kaberi@grse.co.in

GRSE Ltd.	TECHNICAL SPECIFICATION FOR	SOR No. RBD/3026/PI & FI/Non-
	SERVICES RELATED TO CONDUCT	Mod/01
Yard No. : 3026	OF LIQUIDATION OF PI	No of Sheets :1 101 0
	OBSERVATIONS , FI and HO OF	Prepared by PL-3026
Group : HOF	NON-MODULAR COMPT AT YD	Checked & aped by : AGM(Prod)
Inspection:	3026	Date : 03/05/2023
GRSE(QA)/WOT(KoL)		

1. <u>INTENT</u>

It is the intention of GRSE to outsource Services related to liquidation of Pl observations, FI & HO of non-modular compartments (list attached at **Annexure-1**).

2. <u>Sub-Contractor's Scope of Work</u>

The following jobs also to be executed by the vendor.

Liquidation of PI Observations Scope

- a) Undertaking any balance misc. hot work by means of fittings/ support lugs etc. as per drawings.
- b) Grinding, Gas cutting and releasing the temporary supports if any in the comps.
- c) Vendor need to liaise with HOF, plumbing, ACVR, L & W and other department to ensure completion of all hot works and liquidate the PI observations as per report generated by M/s L&T and as per drawings.
- d) Complete any misc. work not in the scope of other vendors.
- e) Final cutting of NWT Doors in the compartment if any.
- f) Fitment of curling related to NWT Doors if any.
- g) Accommodate minor change in layout drawings and ensure completion either through other vendors or by self if the work belong to no other vendor.
- h) Touch up painting as per reqt.
- i) Ensure Ty. Securing of pipes / cables and other fittings to meet the PI reqt.
- j) PI defect list to be circulated to all concerned vendor through PCO-3025. Required completion date to be mentioned as per target.
- k) Monthly completion of liquidation of the PI observations must be minimum 25 compartments.

FI Scope

- After PI clearance, the vendor needs to ensure installation of the all the items required for FI of compartments. Any Misc. items not under other vendors scope need to install by subcontractor prior offering of FI.
- m) Vendor need to liaise with HOF, plumbing, ACVR, L & W and other department to ensure completion of installation of all items in time bound manner.
- n) Vendor need to priorities the fitment of items as per requirement of FI and the send to the respective vendor through PL/PCO to help achieve the targeted deadlines.
- o) Vendor need to carry-out misc. hot work like removal of burr and extra items to make compartment ready for FI.
- p) Tables, Table tops & Racks for fitment of Electronic equipment
- q) Any rework arising out of minor changed Lay-out DRG to be make good by vendor without any cost.

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- r) All Fragile items need to be adequately preserved.
- s) Necessary painting to be done except for final coat painting.
- t) FI defect list to be circulated to all concerned vendor through PCO-3025. Required completion date to be mentioned as per requirement.
- u) Monthly FI output must be 25 compartments.

HO Scope

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

3. GRSE's Scope of Supply

a) Raw material including plate/ fittings.

b) All consumables including power, water, weld consumables, gas, and compressed air. Firm to submit projected weld consumables & industrial Gas requirement to GRSE before commencing erection job.

- c) Paint & Primer for requisite application.
- d) Crane/hydra with slings & shackles
- e) Drawings and QAP
- f) Site

4. <u>Sub-Contractor's Scope of Supply</u>

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

b) Any other material not listed in para-3 above.

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5. WORKMANSHIP

a) During welding and gas cutting proper care to be taken as welding and gas cutting involved in bottom shell. IRS Qualified welder to be employed with proper supervision.

b) Responsibility for cleanliness in the working area rests with the contractor.

6. **INSPECTION**

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

7. <u>SECURITY</u>

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

8. MANPOWER

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

a) Skilled labour and manpower deployment as per para 2. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction programme. In case such a requirement becomes essential, the contractor will obtain written permission of PL, GRSE.

- b) Similar details about engineers/ supervisors to be employed for the work.
- c) Tools and machinery available with sub-contractor or intended to be used.

9. **RESOURCE ALLOCATION & TIME ON TASK**

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

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

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

13. <u>PLANNING</u>

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

14. <u>Misc points</u>:

a) <u>Statutory HR requirements</u>

i) Sub-contractor should submit complete list of personnel as per their payroll along with ESI/ PF reference and other relevant details for Skilled labour including number of experienced marker, fitter, welder, gas cutter, etc. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction schedule.

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

b) <u>Hindrance Register</u>

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

c) <u>Safety</u>

The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel.

15. <u>Method of quotation & Other details</u>

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

Name of Works	UOM	QTY
Services related to liquidation of the PI	SQM	5300
observations of comps		
Services related to FI of comps.	SQM	5300
Services related to HO of comps.	SQM	5300

- b) Payment will be made on completion of work. WDC will be issued by PCO or nominated officer of PL-3026. Bill Certification will be by DGM-PL-3026.
- c) All responsibility of safety, adherence to COVID protocols is that of the vendors
- d) Workers are required to be deployed as per requirement of controlling PL/ Hull Planning/PMT officers.

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Annexure-1

SI. No	Description of Work / Item(s)	Estmtr. Consd.
1	BOW THRUSTER EQPT ROOM, BTM-3, 5-9	Area 8.64
2	VOID SPACE AROUND EM LOG, BTM - 4, 9-13	8.64
3	SPACE FOR TRANSDUCER, BTM - 4, 18-23	14.40
4	GLAND COMPT BTM -3 ,66- 68	23.1
5	MAGAZINE 4 - 3, 9- 13	15.36
6	UPS BATTERY ROOM - FWD 4, 19-22	5.04
7	ALT. FWD LAN CORE SWT & SERVER ROOM 4,18-23	9.60
8	LOBBY 4 -3, 18- 19	4.14
9	FWD PUMP ROOM & RO PLANT 4 -3, 23-27	52.80
10	FWD STP ROOM 4 - 3, 27-30	19.44
10	LOBBY 4 -3, 27 - 28.5	2.80
12	NBCD STORE-2 4 -3, 27- 30	18.00
13	DRY / TINNED PROVEN STORE 4 -3, 30- 35	11.40
14	FOOD LIFT TRUNK 4 - 01, 30- 31	1.44
15	LOBBY 4 -3, 30- 32.5	24.08
16	COOL ROOM 4 -3, 30-33	35.74
17	HANDLING ROOM 4 -3, 31 -33	24.08
18	REF. PLANT 4 -3, 32.5 -35	24.08
19	COLD ROOM 4 -3, 33- 35	6.86
20	FWD D.A . COMPT. 4 - 2, 35- 42	89.04
21	AFT DA COMPT. 4 - 2, 42- 51	151.20
22	MAIN ENGINE ROOM 4 - 2, 51- 60	151.20
23	F.W. PUMP AREA BTM - 3, 60- 66	66.40
24	AVCAT PUMP ROOM 4 -3, 60- 64	19.20
25	AFT STP ROOM 4 -3, 62- 66	20.00
26	CHAIN LOCKER (P) 3 -2, 2- 4	4.80
27	CHAIN LOCKER (S) 3 -2, 2 -4	4.80
28	LOBBY 3-2, 4-5	3.12
29	NAVAL STORE 3 -2, 5- 9	16.80
30	BAGGAGE COMPT. 3 -2, 9- 13	11.04
31	LOBBY 3 -2, 9- 11.5	7.20
32	GUNNER STORE 3 -2, 9- 13	11.04
33	GYRO COMPT (FWD) 3 -2, 11.5- 13	4.32
34	CLOTHING STORE 3 -2 ,13- 15	11.40
35	ENGG MAIN PROPULSION STORE 3 -2 ,13- 15	9.60

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36	CANTEEN / DISPENSARY 3 -2, 15 -18	15.12
37	LOBBY 3 -2, 15 -18	14.40
38	STATIONERY STORE 3 -2, 15- 18	8.64
39	J.S.MESS 24 MEN (P) 3 -2,18- 23	39.60
40	LOBBY 3 -2, 18- 22	12.48
41	ATU COMPT. 3 -2 ,18- 21	13.60
42	SURVEY TRANSDUCER EQPT ROOM DK 3, 21 -23	10.80
43	J.S.MESS 30 MEN (P) 3 -2, 23- 30	56.52
44	J.S.MESS 30 MEN (S) 3 -2, 23- 30	57.00
45	LOBBY 3 -2, 25 -28	14.40
46	BAGGED PROVN. STORE, 3 -2, 30- 33	11.52
47	LOBBY 3 -2, 30- 33	35.28
48	GHEE STORE 3 -2, 30- 32	4.32
49	GYMNASIUM (SAILORS) 3 -2, 30- 35	20.40
50	A/F COMPT. & CENTRAL CABLE TV ROOM 3, 33-35	12.48
51	ATTA STORE 3 -2, 33- 35	5.76
52	BARBER SHOP 3 -2, 33 -35	5.76
53	TAILOR SHOP 3 -2, 33- 35	5.76
54	DA.R.U TANK-4 (FWD DA PLAFORM) DK 3, 41 -42	4.32
55	LOBBY 3 -2, 35- 40.75	8.36
56	REGULT. STAFF MESS 3 -2, 35- 37	7.20
57	J.S.MESS 24 MEN (S) 3 -2, 35- 42	39.12
58	ROV EQUIPMENT WORKSHOP 3 -2, 42- 45	18.72
59	AFT DA PLATFORM 3, 42 -51	72.16
60	DA.R.U TANK-3 (AFT DA PLAFORM) 3, 42- 43	4.32
61	ENGG WORKSHOP 3 -2, 45- 48	14.88
62	ENGINEERS OFFICE 3 -2 ,48- 51	10.08
63	ENGG CONTROL & INSTRUMENT STORE 3 -2, 49- 51	6.24
64	ENGG RU STORE 3 -2, 49- 51	9.36
65	ENGG SPEAR GEAR STORE 3 -2, 49- 51	6.72
66	MAIN ENGINE ROOM PLATFORM 3, 51-60	73.34
67	J.S.MESS 27 MEN (P) 3 -2 ,60- 66	44.56
68	LOBBY 3 -2, 60- 62	17.28
69	J.S.MESS 27 MEN (S) 3 -2, 60- 66	50.85
70	DHOBI, BARBER & TAILOR MESS 3 -2, 62-66	7.92
71	BULK INSTRUMENT STORE (P) 3 -2, 66- 75	81.00
72	BULK INSTRUMENT STORE (S) 3 -2, 66 -75	81.00
73	MECHANICAL SURVEY EQPT. ROOM 3 -2, 75- 81	39.60

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74	GYRO COMPT (AFT) 3, 75- 77	6.72
75	LOBBY 3 -2, 75- 78	14.40
76	DIVING OFIFICE 3 -2, 75- 77	8.16
77	SHIPWRIGHT W/S & OFFICE 3 -2, 78-81	9.36
78	STERN THURSTER ROOM 3 -2, 78-81	7.20
79	AFT LAN CORE SWITCH ROOM 3, 78-81	5.76
80	UPS BATTERY ROOM (AFT) 3, 78-81	6.48
81	DIVING STORE 3 -2, 77- 81	8.64
82	STEERING GEAR COMPARTMENT BTM -2, 81- 87	68.64
83	PAINT STORE 2 -1, -3.25- 3	12.76
84	LOBBY 2 - 1, 3- 5	12.96
85	HAWSER REEL STORE 2 -1, 5- 9	23.04
86	BOSUN STORE 2 -1, 5- 9	11.62
87	GUN EQUPT. ROOM 2, 9-11.25	14.40
88	PASSAGE WAY 2 -1, 9- 13	12.48
89	FAN COMPT. 2 -1, 9- 11	8.64
90	FWD SEC BASE 2 -1, 11.25 -13	8.56
91	FWD DC POST/ ALT. DCHQ 2, 11 -13	10.56
92	PASSAGE WAY 2 -1, 13- 18	17.52
93	SS MESS (MCPO & CPO) 10 MEN / SRGICAL -1 / BURNS WARD 2 -1, 18 -23	30.72
94	MAIN PASSAGE WAY 2 -1, 18 -23	19.96
95	SS MESS (ERA) 10 MEN /GEN. /OFF. WARD 2 -1, 18- 23	31.68
96	MESS TRAP 2 -1, 21- 23	4.32
97	SS MESS (PO) 18 MEN / SURGICAL-II WARD 2 -1, 23 -30	44.80
98	MAIN PASSAGE WAY 2 -1 ,23- 30	22.12
99	SCULLERY 2 -1, 23 -24.5	5.76
100	J.S.DINING HALL (LIBRARY/INFO. ROOM) (55 MEN) 2 -1, 23- 30	49.08
101	GALLEY RU STORE (SAILOR) 2 -1, 28 -30	5.76
102	S.S.DINING HALL (25 MEN) 2 -1, 30- 35	30.96
103	MAIN PASSAGE WAY 2 -1 ,30- 35	19.00
104	SWITCH BOARD ROOM (FWD) 2, 35-40	41.30
105	MAIN PASSAGE WAY 2 -1, 35- 42	29.32
106	LOBBY ENCLOSURE 2 -1, 35- 39	7.68
107	SS MESS (MCPO & CPO) 10 MEN / ICU & POST OP WARD 2 -1, 35- 40	37.68
108	OFFICE CB&BR 2 -1, 40- 42	4.80
109	GUNNERY OFFICE 2 -1, 40- 42	10.00
110	TR OFF DOUBLE CABIN -2, 2 -1, 42- 45	10.80
111	MAIN PASSAGE WAY 2 -1, 42- 51	48.04

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112	SWITCH BOARD ROOM (AFT) 2,42-47	33.60
113	ELECTRICAL STORE 2 -1, 45- 48	4.32
114	TR OFF DOUBLE CABIN -1, 2 -1, 45- 48	10.08
115	ELECTRICAL OFFICE 2 -1, 45- 48	10.08
116	LOBBY ENCLOSURE 2 -1, 45- 48	4.68
117	SERVER ROOM 2, 47- 48+900	5.28
118	EMR/ELEC. & ELECTRONIC WORKSHOP 2, 47 -51	12.96
119	ATU/HE WITH LOBBY 2 -1, 48- 51	19.20
120	STORE OFFICE 2 -1, 49- 51	6.24
121	FUNNEL /ENGINE CASING 2 - 02 ,49- 53	4.00
122	AUV EQUIPMENT WORKSHOP 2 -1, 51- 55	25.44
123	MAIN PASSAGE WAY 2 -1, 51-60	23.20
124	NBCD STORE-1 ,2 -1, 51- 55	13.76
125	ELECTRONIC PORTABLE EQUPT. ROOM, 2 ,55 -60	35.28
126	MCR 2, 55- 57.75	20.08
127	AIR LOCK 2 -1, 56.5 -59	3.84
128	DCHQ 2, 57.75-60	17.12
129	AVIATION STORE-II 2 -1, 58- 60	6.72
130	REGULATING OFFICE/X-RAY ROOM 2 -1, 60- 62	6.72
131	AFT DC POST 2, 60-62	6.72
132	MAIN PASSAGE WAY 2, 60-66	15.60
133	SHIP'S OFFICE 2 -1, 63 -66	10.88
134	LAUNDRY 2 -1, 63 -66	25.92
135	AFT SEC BASE 2 -1, 64 -66	6.00
136	AFT ACCOMMODATION LADDER AREA 2-1, 60- 66	14.80
137	ISOLATION WARD UNDER SICKBAY COMPLEX 2 -1,66-68	9.60
138	MEDICAL STORE 2 -1 ,66- 70	10.2
139	MAIN PASSAGE WAY 2 -1, 66- 74	29.90
140	SURVEY INSTRUMENT STORE (2) 2 -1, 66 -70	33.60
141	SURVEY INSTRUMENT STORE (1) 2 -1, 70- 75	39.36
142	AIR LOCK 2 -1, 74- 75	1.44
143	CO2 COMPT. 2 -1, 75- 77	11.52
144	FAN COMPT. 2 -1, 75- 77	5.76
145	QTR. DECK/TRIAGE, RESUSCITATION & WALKING AROUND STATION 2, 75-87+800	216.72
146	OPERATOR'S CABIN FOR AUV, ROV & SSS 2 -1, 75- 77	9.60
147	TOWING GEAR STORE 2 -1, 75- 77	5.76
148	ANCHOR/MOORING HANDLING AREA FWD 1, -4 - 16	281.82
149	OCEANOGRAPHIC LAB 1 - 01, 21- 23	7.68

GRSE Ltd.	TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT	SOR No. RBD/3026/PI & FI/Non- Mod/01
Yard No. : 3026	OF LIQUIDATION OF PI	No of Sheets :9 101 0
	OBSERVATIONS , FI and HO OF	Prepared by PL-3026
Group : HOF	NON-MODULAR COMPT AT YD	Checked & aped by : AGM(Prod)
Inspection:	3026	Date : 03/05/2023
GRSE(QA)/WOT(KoL)		

150	MAIN PASSAGE WAY 1 - 01, 20- 24	17.76
151	SURVEY EQUIPMENT ROOM 1 - 01, 21- 23	9.60
152	AIRLOCK (P) 1 - 01, 23- 24	5.76
153	AIRLOCK (S) 1 - 01, 23- 24	2.24
154	ATU 5 COMPT. 1 - 01, 24 -26	9.12
155	WINE STORE 1 - 01, 24 -26	3.84
156	LOBBY & AIRLOCK 1 - 01, 30- 35	21.60
157	WARD ROOM MESS OFFICE 1 - 01, 32.5 -34	4.00
158	GALLEY RU STORE(OFF) 1 - 01, 33- 35	4.80
159	QRT LOCKER 1 - 01, 34- 35	2.50
160	CATWALK (PORT) 1 - 01, 16 -30	15.60
161	CATWALK (STBD) 1 - 01, 16- 30	15.60
162	SURVEY MOTOR BOAT DECK (OPEN AREA) 1 , 30- 55	294.08
163	BOAT WORKSHOP 1 - 01, 43- 49	34.00
164	BATTERY ROOM 1 - 01, 47- 48.75	8.40
165	BATTERY CHARGING ROOM 1 - 01, 48.75- 51	7.00
166	DEMOLITION STORE 1 - 01, 49 -51	9.76
167	ATU ENCLOSURE 1 - 01, 53- 55	6.72
168	EMERGENCY DG COMPT. 1 - 01, 55-60	20.80
169	HELICOPTER HANGAR 1 - 02.5, 55 -64	86.40
170	HELO CONV. ROOM 1 - 01, 55 -59	15.00
171	AVIATION STORE-1 1 - 01, 59- 61	6.72
172	AIR ENGG.WORKSHOP 1 - 01 ,60- 63	11.52
173	AMCO 1 - 01, 61- 63	6.72
174	PASSAGEWAY (PORT) 1 - 01, 55- 63	11.52
175	PASSAGEWAY (STBD) 1 - 01, 55- 63	11.52
176	HELICOPTER LANDING AREA, 1 ,63- 82	352.00
177	GYMNASIUM(OFFICERS) 01 - 02, 16.5- 20	16.16
178	LOBBY 01 - 02 ,20- 27	39.60
179	AIR LOCK & ELECTRICAL EQUPT. AREA 01 - 02, 27- 30	10.08
180	EXPOSED DK 01 (FWD) 01, 30- 35	32.40
181	AVIATION BRIEFING ROOM 01 - 02, 49- 55	26.20
182	LOBBY 01 - 02, 51- 53	3.36
183	BOAT DECK PORT 01, 52-61	46.19
184	BOAT DECK STBD 01, 52 - 61	46.19
185	FLYCO/ LSO 01 - 02, 61- 63.25	11.20
186	POL STORE ROOM 01 - 02, 61 -63.25	11.20
187	WING (P) 02 - 03 ,17- 21	8.64

GRSE Ltd.	TECHNICAL SPECIFICATION FOR	SOR No. RBD/3026/PI & FI/Non-
	SERVICES RELATED TO CONDUCT	Mod/01
Yard No. : 3026	OF LIQUIDATION OF PI	No of Sheets :1 0 101 0
	OBSERVATIONS , FI and HO OF	Prepared by PL-3026
Group : HOF	NON-MODULAR COMPT AT YD	Checked & aped by : AGM(Prod)
Inspection:	3026	Date : 03/05/2023
GRSE(QA)/WOT(KoL)		

188	WING (S) 02 - 03, 17- 21	8.64
189	ATU & HE FOR ENCLOSED BRIDGE 02 - 03 ,21- 26	26.40
190	SATCOM 02 - 03 ,21- 24	9.36
191	LOBBY 02 - 03 ,21- 26	22.08
192	HF/ TX ROOM 02 - 03, 21- 25	13.44
193	MAIN SIGNAL OFFICE 02 - 03 ,21- 26	24.00
194	U/VHF Tx/Rx ROOM 02 - 03, 24- 26	5.76
195	EXPOSED DK 02 02 ,26- 30	73.92
196	FUNNEL 02 -TOP, 49 -53	34.68
197	TOP OF HELO HANGER & TOP OF FLYCO & POL STORE 02, 55-64	104.90
198	BRIDGE WING (P) 03, 17 -24	13.06
199	BRIDGE WING (S) 03, 17- 24	13.60
200	EXPOSED DECK 03 03, 24 -26	36.96
201	BRIDGE TOP 04, 17 -24	98.28
202	MAST STRUCTURE 04 ,20- 22	12.00



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

(1) Integrity Pact समग्रताअनुबंध (For the value of Contract more than Rs.2.0 Cr.):

Not Applicable.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- a) i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid UdyogAadhar 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 UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit
- b) A minimum of 3% reservation will be provided for MSEs owned by women entrepreneurs out of the above 25% reservation. Necessary documents to be submitted along with the technocommercial bid as evidence failing which benefit shall not be accorded.
- c) Following facilities/benefits will be given to MSEs:-
 - (i) Issue of Tender sets free of cost.
 - (ii) Exemption for payment of Earnest Money Deposit.
- d) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s) shall be eligible for purchase preference for at least 25% of the tender quantity (subject to tender quantity being adequate and divisible for this purpose) provided the MSE matches the L1 landed cost at GRSE. To avail this purchase preference, submission of EM Part-II / NSIC / UAM / Udyam Registration certificate is mandatory failing which the benefit will not be accorded.

(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.

e) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance of 25% with other non-SC/ST MSEs.

(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share balance of 25% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.

f) <u>Non-Divisibility of Tenders</u>: - In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned. However contract will be awarded as per GOI policy and at discretion of GRSE.



- g) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document (NSIC / Udyog Aadhaar Memorandum (UAM) / Udyam Registration Certificate).
- h) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE shall be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- i) All Micro & Small Enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

(3) <u>Tender Fee (निविदाशुल्क): Non Refundable</u> Not Applicable for this tender.

(4) EARNEST MONEY DEPOSIT (INTEREST FREE)

Not Applicable for this tender

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

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- 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.
- (6) <u>COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन)</u>:- If ESI & PF of the engaged laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.



(8) **<u>GUARANTEE PERIOD(गारंटी अवधि):</u>** Not Applicable for this tender

(9) **PRICE(मूल्य)**:

a. Price bid need to be filled up in html 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.

b. 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.

c. 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.

(10) <u>JOINT VENTURE OR CONSORTIUM (संघठन):-</u> The bids submitted by a joint-venture or Consortium of two or more firms as partners shall comply with the following requirements:

i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners

ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,

iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,

iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,

v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.

vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in



proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say, (work to be executed per year not less than Rs 3 crore if such criteria is set in RFP). The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.

vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,

viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,

xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.

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

When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.

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

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

- (13) **FIRE &SAFETY PRECUATIONS** 3 说 एवं संरक्षा सावधानियाँ The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE -7. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE -7. 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) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

(15) 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.

(16) **INSURANCE(बीमा)** :- 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 –



- a) Strike, Riot (SRCC), Fire, Flood, Earthquake and other natural calamities.
- b) Burglary and theft in contractor's premises.
- c) Material in transit.
- d) Bad workmanship and wastage / spoilage of material thereby.
- e) Blockage of materials in the contractors' premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
- f) Infidelity of contractors.

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.

(17) SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
- c) Details of technical personnel deployed for the job.
- d) Monthly progress report.
- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.
- g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

(18) WORKING HOURS:

In case of working inside GRSE premises, the Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift 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 at no extra cost.

(19) INDIVIDUALITY OF THE CONTRACT:

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.

(20) 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 you.

(21) SECRECY OF INFORMATION:-



All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. 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.

(22) **REGISTRATION OF APPROVED VENDOR:**

The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. . If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.

(23) CONTRACT WORKMAN WAGE PAYMENT: -

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.

(24) 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 <u>liable for de-registration</u>.

(25) **INSPECTION:-**

- (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 reserves 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.

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.

(26) **CORRECTION OF ERRORS**:



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

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

Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(27) FORCE MAJEURE:-

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) **<u>TERMINATION OF CONTRACT</u>**: 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:** 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 vendor's bills.
- (30) OFFICE & STORAGE SPACE: 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:** 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- 3

FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 03 YEARS

- 1. Name of the Bidder:
- 2. Job Description:
- 3. <u>Tender Reference:</u>

(A) Details of Executed relevant jobs (During last 03 years ending on 31th dec'2021):

Sl.	Description of	Order No. &	Start &	Actual	Actual	Order	Scope of	Details of	Work completion
No.	Executed	Date (Supporting	Completion	start	Completion	placed	work for	Resources	certificate Ref. No. &
	relevant jobs	soft or, hard	date as per	date	Date	by	executed	Deployed	date (Supporting soft
		copy to be	Order				contract		or, hard copy to be
		submitted)					(To		submitted)
							quantify)		

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



FORMAT OF SELF-CERTIFICATION FOR DECLARATION (To be submitted in Company's Letterhead)

FORMAT OFSELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

Or

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

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

Signature	
-----------	--

Designation:	
--------------	--

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

Date:



ANNEXURE- 5

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.
MAIN	TENANCE OF REGIS	STERS	I	
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.			

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

SI. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	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.
		Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.	
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	 Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen.
		Contractor	2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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

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

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

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

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

(vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.

(vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.

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



ANNEXURE- 10

	CHECK LIST FOR BILL SUBMISSION - for Service Co	ontracts						
Α.	GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)							
A.1	BTN (as per BTS System):-							
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)							
A.3	PO Number							
A.4	Name of Vendor							
A.5	Location of work :	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises						
	I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)	YES	NO	NA				
A.6	PO Number and date verified with Invoice:							
A.7	Vendor Name & Address in Invoice verified with Purchase Order:							
A.8	Vendor Code as in PO verified with Invoice:							
A.9	Original certified WDC enclosed :							
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp							
A.12	HSN/SAC code is as per PO							
A.13	GSTIN No. is as per PO							
A.14	GST % is as per PO							
A.15	Security Deposit (SD) submittded as per PO							
A.16	PBG of equivalent amount submitted, as per PO							
A.17	Compliance of Statutory Liabilities of labour as per PO							
	II. Applicable for Final/Balance Bill (Put ✓ Mark)							
A.20	Certified Job Completion Certificate (JCC) enclosed							
A.21	MRS as per PO terms enclosed (If applicable)							
A.22	Guarantee Period (GP) expired as per PO term							
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)							

Signature of Vendor's representative with Seal/Stamp

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 Cor	ntracts		
	For GRSE Use Only			
в.	To be checked and verified by Bill certifying authority (Put ✓ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B .7	Service Entry Sheet(SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put ✓ 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