



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING) / (भारत सरकार का प्रतिष्ठान)

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CIN / सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT SLA No / निविदा संख्या:	SCC/NK/OT/BRC/Plumbing/055/ET-1910 DTD. 11-Nov-2022
Job Title / कार्य का नाम	Rate Contract for Fabrication and Installation of Plumbing System and Conduit Pipes for various projects
SOR No:	Pipe/22/01 (Annexure-2)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

Cardinal Dates		
Tender Submission Due Date निविदा जमा की अंतिम तिथी	07-Dec-2022	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथी	08-Dec-2022	14:00 hrs.

COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	INR 10,00,000/- (Indian Rupees Ten Lakh only)
Security Deposit (SD) प्रतिभूति	3% of Work Order Value (inclusive of GST)
Performance Guarantee	3% of Contract Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Monthly Progressive RA bill basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis (excl GST)



Contents

INTRODUCTION		3
ARTICLE/अनुच्छेद 1.	TECHNICAL ELIGIBILITY CRITERIA तकनीकी मापदंड	3
ARTICLE/अनुच्छेद 2.	FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड	3
ARTICLE/अनुच्छेद 3.	VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS	3
ARTICLE/अनुच्छेद 4.	OFFER VALIDITY प्रस्ताव की वैधता	3
ARTICLE/अनुच्छेद 5.	OPENING OF BIDS निविदा खुलना	3
ARTICLE/अनुच्छेद 6.	BOQ बी ओ क्यू	4
ARTICLE/अनुच्छेद 7.	JOB EXECUTION कार्य निष्पादन	4
ARTICLE/अनुच्छेद 8.	TENURE OF CONTRACT	4
ARTICLE/अनुच्छेद 9.	INDIVIDUAL WORK ORDER AGAINST REQUIREMENT through GEM PORTAL	5
ARTICLE/अनुच्छेद 10.	JOB EXECUTION SCHEDULE कार्य निष्पादन सूची	5
ARTICLE/अनुच्छेद 11.	GUARANTEE & WARRANTY गारंटी एवं वारंटी	5
ARTICLE/अनुच्छेद 12.	PRICE मूल	5
ARTICLE/अनुच्छेद 13.	ESCALATION मूल्य वृद्धि	5
ARTICLE/अनुच्छेद 14.	UNREASONABLE QUOTES अतर्कसंगत भाव	5
ARTICLE/अनुच्छेद 15.	CONDITIONAL OFFER सशर्त प्रस्ताव	6
ARTICLE/अनुच्छेद 16.	DETERMINATION OF L1 एल-1 का चयन	6
ARTICLE/अनुच्छेद 17.	AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य	6
ARTICLE/अनुच्छेद 19.	Integrity Pact & Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)	6
ARTICLE/अनुच्छेद 20.	INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश	7
ARTICLE/अनुच्छेद 21.	e-BID INSTRUCTION ई बिड के अनुदेश	8
ARTICLE/अनुच्छेद 22.	BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड	8
ARTICLE/अनुच्छेद 23.	POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा	9
ARTICLE/अनुच्छेद 24.	ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र	11
ARTICLE/अनुच्छेद 25.	DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज	12
ARTICLE/अनुच्छेद 26.	DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं	13
ARTICLE/अनुच्छेद 27.	SUBMISSION OF BID बिड की पेशी	13
ANNEXURE -1:	STANDARD TERMS & CONDITIONS (STAC)	14
ANNEXURE-2:	SOTR FOR FABRICATION AND INSTALLATION OF PIPES OF VARIOUS SYSTEMS	22
ANNEXURE – 3:	EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY	35
ANNEXURE – 4:	FORMAT for FINANCIAL ELIGIBILITY	36
ANNEXURE-5:	FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY	37
ANNEXURE-6:	FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK	38
ANNEXURE-7:	FORMAT FOR DISCLOSURE BY CONTRACTOR OF PROPOSED EXECUTION / DEPLOYMENT PLAN OF THIS TENDERED JOB	39
ANNEXURE-10:	CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION	40
ANNEXURE-9:	CHECK LIST FOR BILL SUBMISSION - for Service Contracts	41
ANNEXURE-10:	INTEGRITY PACT	42
ANNEXURE-11:	NON – DISCLOSURE AGREEMENT	46

INTRODUCTION

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I : Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of "**Rate Contract for Fabrication and Installation of Fabrication and Installation of Pipes of various systems for various projects**".

Detailed Scope of work is mentioned in SoTR (Annexure-2).

ARTICLE/अनुच्छेद 1. TECHNICAL ELIGIBILITY CRITERIA तकनीकी मापदंड

- i. As per pre-qualification criteria mentioned in SOTR (Annexure-2) ref PRE -QUALIFICATION CRITERIA.
- ii. Format for Technical Eligibility Criteria in this regard has been attached to this document as **Annexure - 3**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

ARTICLE/अनुच्छेद 2. FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड

- i. Bidder should have average minimum Annual Turnover of **Rs. 5.0 Cr** during last 03 (three) financial years ending on 31-March-2022. Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years (2022-21, 2020-21 & 2019-20) need to be submitted in support of the same.
- ii. Format for Financial Eligibility Criteria in this regard has been attached to this document as **Annexure - 4**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

ARTICLE/अनुच्छेद 3. VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS

- i. The bidder should give self-certification (as per **Annexure - 5**) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tended by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.
- ii. If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- iii. If any bidder has been put on Tender Holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- iv. In case of non-submission of the self-certification document as per relevant format referred at SI- (i) above, the bidder will be treated as non-responsive and their offer will be rejected.

ARTICLE/अनुच्छेद 4. OFFER VALIDITY प्रस्ताव की वैधता

Offer should be valid for **180 days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 180 days against valid reason.

ARTICLE/अनुच्छेद 5. OPENING OF BIDS निविदा खुलना

Part I (techno-commercial) bid will be opened on the date declared in NIT.

Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

**ARTICLE/अनुच्छेद 6. BOQ बी ओ क्यू**

- (a) **BOQ as part of SOTR given in the tender is tentative.** It may vary according to actual requirement of job. The selected Bidder has to execute the required quantity at same rate and terms & Condition upto **variation of (+ 300%) for individual items** and the **total job value may be increased upto 100% of initial total job value.**
- (b) The quantity of individual items as well as total job value may be reduced also as per actual requirement of GRSE.
- (c) Necessary amendment of the Purchase Orders will be issued accordingly (if required).
- (d) Detailed price breakup as per following BoQ is to be uploaded in GeM Portal along with price offer (Part-II).

BOQ is as follows:

Sl. No	Description	Unit	Qty.
1.	Fabrication and installation of Degaussing Conduit Pipes	cm-m	17500
2.	Fabrication to Preliminary Inspection of Ferrous Pipes upto 32 NB	cm-m	14000
3.	Final Erection to Defect liquidation of Ferrous Pipes upto 32 NB	cm-m	14000
4.	Fabrication to Preliminary Inspection of Ferrous Pipes > 32 NB to 80 NB	cm-m	48500
5.	Final Erection to Defect liquidation of Ferrous Pipes > 32 NB to 80 NB	cm-m	48500
6.	Fabrication to Preliminary Inspection of Ferrous Pipes > 80 NB to 300 NB	cm-m	48500
7.	Final Erection to Defect liquidation of Ferrous Pipes > 80 NB to 300 NB	cm-m	48500
8.	Fabrication to Preliminary Inspection of Ferrous Pipes > 300 NB upto 600 NB	cm-m	6000
9.	Fabrication to Preliminary Inspection of Ferrous Pipes > 300 NB upto 600 NB (support fitment in scope of GRSE)	cm-m	4000
10.	Final Erection to Defect liquidation of Ferrous Pipes > 300 NB upto 600 NB	cm-m	10000
11.	Fabrication to Preliminary Inspection of Ferrous Pipes > 600 NB upto 1200 NB	cm-m	6000
12.	Fabrication to Preliminary Inspection of Ferrous Pipes > 600 NB upto 1200 NB (support fitment in scope of GRSE)	cm-m	6000
13.	Final Erection to Defect liquidation of Ferrous Pipes > 600 NB upto 1200 NB	cm-m	12000
14.	Fabrication to Preliminary Inspection of Non-ferrous Pipes up to 32 NB	cm-m	27500
15.	Final Erection to Defect liquidation of Non-ferrous Pipes up to 32 NB	cm-m	27500
16.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 32 NB to 80 NB	cm-m	52000
17.	Final Erection to Defect liquidation of Non-ferrous Pipes > 32 NB to 80 NB	cm-m	52000
18.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 80 NB to 300 NB	cm-m	50000
19.	Final Erection to Defect liquidation of Non-ferrous Pipes > 80 NB to 300 NB	cm-m	50000
20.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 300 NB upto 600 NB	cm-m	5000
21.	Final Erection to Defect liquidation of Non-ferrous Pipes > 300 NB upto 600 NB	cm-m	5000
22.	Fitment of Aluminium Deck/BHD pieces, piercings, clamps and pipe supports	KG	1500

ARTICLE/अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन

Job is to be carried out strictly as per SOTR and GRSE requirement and in case of doubt, instructions of the officer-in-charge of GRSE/ their authorised representative is to be followed.

ARTICLE/अनुच्छेद 8. TENURE OF CONTRACT

- (a) The rate contract shall be valid for a period of **02 (two) years**. No escalation shall be applicable within the period of 2 years of finalisation of Rate Contract.
- (b) However, on satisfactory execution of works by engaged firms the tenure may be extended for one instance for a maximum period of another 2 years subject to mutual agreement of the firms and GRSE. The following escalation clause shall be applicable on the rates against each Line Items agreed through this tender:

$$\text{Rate(Revised)} = \text{Rate (Original)} \left\{ \left[0.70 \times \left(1 + \frac{(\text{Average Manpower rate as on Date of Proposal of Extension of Contract} - \text{Average Manpower rate as on Date of finalisation of Contract})}{\text{Average Manpower rate as on Date of finalisation of Contract}} \right) \right] + 0.30 \right\}$$

For purpose of escalation formula mentioned above, Average Manpower Rate shall be considered as follows:



[(1 High Skilled + 1 Skilled + 1 Semi Skilled + 1 Unskilled) / 4]

Rate of each category of Workmen shall be as per Minimum Wages to be paid as notified by Chief Labour Commissioner(C), Govt. of India, Ministry of Labour & Employment.

ARTICLE/अनुच्छेद 9. INDIVIDUAL WORK ORDER AGAINST REQUIREMENT through GEM PORTAL

- (a) Individual work order will be issued **through GEM Portal on nomination basis** for each occasion of requirement OR against each system, based on rate contract established through this tender as per GRSE project requirements.

ARTICLE/अनुच्छेद 10. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- (a) **Mobilization Period / लामबंदी अवधी** 07 days from LOA/PO
- (b) **Job Starting Date / कार्य आरम्भ तिथी** Job is to be started immediately after mobilization.
- (c) **Job Completion Schedule / कार्य समाप्ती तिथी** The Job completion schedule shall be as per requirement mentioned in specific PO and complying to SOTR **DELIVERY SCHEDULE** for committed minimum piping rate subject to availability of site clearance, materials and drawings.

ARTICLE/अनुच्छेद 11. GUARANTEE & WARRANTY गारंटी एवं वारंटी

Guarantee & Warranty period shall be applicable as follows:

A. For Fabrication to Preliminary Inspection:

- (i) Tenure of Guarantee & Warranty shall be till completion of final Inspection of the job.
- (ii) 3% of the Value of such work shall be held by GRSE towards Performance Guarantee till completion of the Guarantee & Warranty period as mentioned above. [Ref STAC (Annexure - 1)].

B. Final Erection to Defect liquidation

- (i) Tenure of Guarantee & Warranty shall be till 12 months after completion of System Trial.
- (ii) 3% of the Value of such work shall be held by GRSE towards Performance Guarantee till completion of the Guarantee & Warranty period as mentioned above. [Ref STAC (Annexure - 2)].

C. For other works

- (i) Tenure of Guarantee & Warranty shall be till 12 months after completion of System Trial.
- (ii) 3% of the Value of such work shall be held by GRSE towards Performance Guarantee till completion of the Guarantee & Warranty period as mentioned above. [Ref STAC (Annexure - 1)].

ARTICLE/अनुच्छेद 12. PRICE मूल

- (a) The rates QUOTED/ACCEPTED by the bidder, shall be final and will remain **firm and fixed** with all taxes & duties (excluding GST) **for the entire contractual period of 2 years and/or till completion of ordered work for works delay for reasons attributable to the Contractor.** The quoted price should also include all statutory cost as mentioned in SOTR.
- (b) GST is to be indicated separately in the Price bid and will be paid extra.

ARTICLE/अनुच्छेद 13. ESCALATION मूल्य वृद्धि

NO ESCALATION of price during the contractual period **of 2 years and/or till completion of ordered work for works delay for reasons attributable to the Vendor.**

However, in case of extension of Rate Contract after completion of Initial 2 years period Escalation as per Article-8(b) shall be applicable.

ARTICLE/अनुच्छेद 14. UNREASONABLE QUOTES अतर्कसंगत भाव

- (a) 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.



- (b) 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 may be liable for rejection.
- (c) If justification is acceptable to GRSE, then Bidder have 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/अनुच्छेद 15. CONDITIONAL OFFER सशर्त प्रस्ताव

Conditional offers w.r.t. SOTR (Annexure 1) 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 factor for such deviation on the price quoted by the bidder will be formulated during technical/commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.

ARTICLE/अनुच्छेद 16. DETERMINATION OF L1 एल-1 का चयन

- (a) **L1 bidder will be decided on Totality basis (excluding GST) as per indicative BoQ mentioned in the tender.**
- (b) However, in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article-15 above.

ARTICLE/अनुच्छेद 17. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य

- (a) GRSE at its discretion may engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder.
- (b) The tentative ratio for job distribution for engagement of 03 bidders @ **40:30:30** OR 04 bidders @ **30:25:25:20**. The job will be loaded to bidders other than L1 on acceptance of established rate.
- (c) The rate established with L1 bidder will be offered to other qualified bidders in chronological ranking with respect to price offer.
- (d) In case non-acceptance of established rate by bidders other than L1, only 40% job will be loaded to L1 bidder.
- (e) However, the ratio of job distribution shall not be binding to GRSE in case of non-performance / poor performance by the engaged contractors.

ARTICLE/अनुच्छेद 18. MICRO & SMALL ENTERPRISES सूछ्छम 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.

ARTICLE/अनुच्छेद 19. Integrity Pact & Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)

- (a) **Integrity Pact (समग्रताअनुबंध)** 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 documents. Refer



Annexure - 10. 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 in GRSE website]

(b) 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.

(c) The communication details of the IEMs are as follows: -

Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat, Kolkata-700160
Email: bbsinghbeml@gmail.com

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

ARTICLE/अनुच्छेद 20. **INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश**

- i. 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 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.
- ii. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- iii. 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.

GRSE also reserves the right to reject any and 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.
- iv. General Contractors assume all safety related responsibilities 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.
- v. 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.
- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. 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.
- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.
- x. 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 / Consortium [Ref. STAC (Annexure - 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part



- I bid.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
- In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified Mr. Smarak Sikdar, Mgr (PP&C), Mobile no. +91-7595046425, e-mail: Sikdar.Smarak@grse.co.in prior to submission of offer.
 - Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Nilanjan Kar, Manager (Contract), GRSE (Main Unit) e-mail: Kar.Nilanjan@grse.co.in. Mobile no. +91-8584888194.
- xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

ARTICLE/अनुच्छेद 21. e-BID INSTRUCTION ई बिड के अनुदेश

- Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments on portal <https://eprocuregrse.co.in>. Bidders need to fill up the downloaded documents including the Acceptance Matrices and Declarations as per instruction and upload the same during bid submission as per Bid criteria. Non-acceptance of any techno-commercial criteria is discouraged.
- Detailed price breakup as per BoQ is to be uploaded with price offer (Part-II). No other attachment to the price bid except as mentioned will be reckoned.
- If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**
- 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 (0) and the tender shall be evaluated accordingly and the work need to be executed by the successful bidder accordingly.
- The amendments / clarifications to the bid document, if any, will be posted on portal only.
- It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.
- AMENDMENT OF TENDER DOCUMENT**
 - Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - 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.
 - 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.
- PREVALANCE OF VERSION / संस्करण की व्यापकता:**

In case of any discrepancy between English and Hindi version **the English Version shall prevail.** / अंग्रेजी और हिंदी संस्करण के बीच किसी भी विसंगति के मामले में अंग्रेजी संस्करण मान्य होगा।

ARTICLE/अनुच्छेद 22. BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड

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

- Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.



- ii. 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.
- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 19. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.

ARTICLE/अनुच्छेद 23. POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा

1. **Security Deposit प्रतिभूति जमा-** Non-interest-bearing security deposit of 3% of total individual order value (inclusive of taxes) is to be deposited in the manner elaborated in STAC (Annexure - 2).

Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).

The firms' registered with NSIC can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered and that part of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit.

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

Work done certificate will be issued by authority mentioned in specific PO. Any penalty/ deductions applicable during the period of service has to be included in W.D.C.

3. **Bill Certifying Authority बिल प्रमाणन प्राधीकर:**

Certification of Bill shall be done by Authority mentioned in specific PO.

4. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills to be raised as Progressive RA Bills. Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

5. **Payment Terms भुगतान की शर्तें:**

- (a) The **97%** of the stage wise payment / certified value of work (with full GST) will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority & supported with satisfactory Work Done Certificate. Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor.

- (b) **3%** of the certified value of work shall be released subject to material reconciliation (as applicable) and:-
On completion of the Guarantee period duly certified by Bill Certifying Authority.

OR

On submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.

For release of this 3% retention money either after guarantee period or on submission of PBG; work done certificate shall not be required. While releasing PBG after expiry of guarantee period, the PBG release application to be submitted to Contract Cell duly certified by Bill Certifying Authority.



6. **Records, Measurement & Payment for rework:**

- (a) The vendor is required to maintain MODIFICATION / REWORK REGISTER. In case any rework is ordered (including Removal & re-fitment of finally fitted pipe for installation of other items/equipment without modification of the pipes), the same has to be duly noted in the register with certification from GRSE authority / PL ordering such rework.
- (b) In case the total quantum of rework against a Line item is less than or equal to 5% of the total executed quantity for such work, no additional payment shall be made by GRSE and the Vendor shall be bound to execute such rework free of cost.
- (c) However, if the total quantum of rework against a Line item is greater than 5% of the total executed quantity for such work, additional payment shall be admissible at following rate:
 - i. If rework is after PI and before II then compensation will be limited to PI
 - ii. If rework is after II then compensation will be full.
- (d) REWORK FOR ERRONEOUS WORK BY VENDOR SHALL NOT BE MEASURABLE AND SHALL NOT ACCOUNT FOR TOTAL QUANTUM OF REWORK INDICATED HEREIN.

7. **Collection of Raw Material and Delivery of Complete materials (अनिर्मित सामग्री संग्रह एवं परिवर्तित सम्पूर्ण सामग्री की सुपुर्दगी)**

- (a) Raw materials will be required to be collected from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material that will remain in the custody of the firm during the execution of the work ONLY in case of materials taken outside GRSE premises. Transportation of materials from GRSE to sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE are the responsibility of the contractor.
- (b) Indemnity Bond affixing the Common Seal from the registered sub-contractors can be accepted but it should be backed by Insurance Coverage with GRSE as the beneficiary on case-to-case basis with due approval of the management. GRSE registered vendor who are interested to submit Indemnity Bond backed by Insurance coverage should indicate clearly in their offer.

8. **Material Reconciliation Statement (MRS) (सामग्री मिलान)**

Vendors are to furnish the material reconciliation statement (running MRS) for all free issue materials, ONLY in case of materials taken outside GRSE premises against each consignment immediately on delivery of the same but not later than 30 days of delivery, showing details of raw materials received (Raw steel pipes etc.) and material returned. This statement should be submitted with documentary evidence of material issued & returned duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Any excess consumption of material on account of wastage / damage / re-work attributable to the Contractor, shall be recovered from the receivables of the Contractor from GRSE or otherwise.

9. **Performance Guarantee**

Ref STAC (Annexure - 2)

10. **Liquidated Damages / Penalty**

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.

11. **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.

12. Time of completion

Time of completion has to be considered as essence of the contract 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 Engineer In-charge / PL 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.

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

One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.

ARTICLE/अनुच्छेद 24. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र

Please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure Related to tenders of Sub-Contracting Activities

Annexure/ संलग्नक	Description /
1.	GRSE Standard Terms and Conditions (STAC)
2.	Statement of Technical Requirement (SOTR)
3.	Format for Technical Eligibility Criteria
4.	Format for Financial Eligibility Criteria
5.	Self-Certification for Blacklisting / Tender Holiday
6.	Format for – Disclosure by Contractor of existing work load
7.	Format for – Disclosure by Contractor of proposed execution / deployment plan of this tendered job
8.	Confirmation by Bidder & Checklist for Bid Submission
9.	Check List for Bill Submission – For Service Contracts
10.	Format for - Integrity Pact To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
11.	Format for – Non-Disclosure Agreement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
12.	Format for – Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
19.	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
20.	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
21.	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



ARTICLE/अनुच्छेद 25. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

a. Self-Attested documents are to be scanned and uploaded with Part I of e-bid / ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज

b. NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO BELOW-MENTIONED DOCUMENTS MAY LEAD TO REJECTION OF BID

Sl. No.	Description
1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2.	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3.	Integrity Pact (For Tenders above INR 2 Cr)
4.	Registration Certificate of the Company with ROC / Trade Licence
5.	PAN, TAN, GST
6.	Copies of registration with PF, ESI authorities.
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
11.	Acceptance Matrix for NIT
12.	Acceptance Matrix for Standard Terms & Conditions
13.	Acceptance Matrix for SoTR
14.	Format for Technical Eligibility Criteria
15.	Format for Financial Eligibility Criteria
16.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'21 in support of Financial Eligibility.
17.	Self-Certification for Blacklisting / Tender Holiday
18.	Disclosure by Contractor of existing work load
19.	Disclosure by Contractor of proposed execution plan including proposed deployment of resources of this tendered job
20.	Work execution plan / schedule in MS Project clearly indicating dependencies
21.	Confirmation by Bidder & Checklist for Bid Submission
<u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u>	

The Bidders has to submit ink signed hard copy of all above documents within 05 days from opening of Part I bid.

The Bidders should mention the following:

- "Unique Seller ID" allotted by GeM (Government e-Market Place) and
- The Registration Number allotted by Trades Receivable e-Discounting System (TReDS). The TReDS Registration Number is only applicable for MSME firms.

The Bidders not registered for Sl. No. 7 & 8 above should apply for registration of the following facilities in portals as per directives of the Government of India.

- GeM (Government e-Market Place) → website: <https://gem.gov.in>
- TReDS (Trades Receivable e-Discounting System) → website: www.invoicemart.com

Vendors Registered with GRSE are not required to upload documents at Sl. No. 4, 5 & 6 above, and are instead required to mention the Vendor Code allotted by GRSE.



ARTICLE/अनुच्छेद 26. DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं

PHYSICAL SUBMISSION		
1	EMD Instrument	Within 05 days from opening of Part I bid
2	Integrity Pact & Non-Disclosure Agreement	Within 05 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favor of	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	KOLKATA
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of General Manager, Contract Cell, Commercial Department, New Building complex, 1 st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).	
NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID		

ARTICLE/अनुच्छेद 27. SUBMISSION OF BID बिड की पेशी

- i. 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. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 05 days from opening of Part I bid.
- ii. 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.
- iii. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- iv. 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.

Nilanjan Kar

Sr. Manager (Contract) / वरिष्ठ प्रबन्धक (संबिदा)

Garden Reach Shipbuilders & Engineers Limited

43/46, Garden Reach Road, Kolkata – 700063.



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 43/46, गार्डन रीच रोड, कोलकाता-700 024

Phone/दूरभाषः:(033) 2469-8100 to 8113 (Extn/बिस्तारः:200/204/206/211), FAXफैक्सः (033) 2469-3932

Web siteवेब: www.grse.in, E-Mailई मेल: Nandi.Suchita@grse.co.in

CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE -1: STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

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

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 (सूक्ष्मऔरछोटेउद्यम) -

i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid 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 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 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.

iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.

iv. Above allocation of order will be done only if the tendered service is allocable.

v. 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.

c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.



(3) Tender Fee (निविदाशुल्क): Non-Refundable: -

- i. Amount of declared non-refundable Tender Fee 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. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Tender Fee. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iii. Exemption of Tender Fee is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- iv. Non-submission of Tender Fee or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against Tender Fee submitted by way of DD/PO.

(4) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित)

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. Exemption of EMD is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- v. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- vi. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.

vii. 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 1 year from the date of notification EMD will be forfeited.
- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

viii. Forfeiture of Earnest Money Deposit (बयाना जमा की जप्ती)

EMD may be forfeited under the following circumstances:



- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 21 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor
 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.

(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 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.

iv. NSIC registered under single point may be exempted from depositing the security deposit. However, this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate / EM Part-II should cover the activity for which tender is issued.

(6) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)

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.

(7) GST REGISTRATION (जी एस टी पंजीकरण)

The vendor will have to submit copy of GST registration certificate along with the Technical bid.

(8) GUARANTEE PERIOD (गारंटी अवधि): Guarantee / Warranty is applicable for a Period of 12 (Twelve) months from the date of completion of work.

(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) JOINT VENTURE OR CONSORTIUM (संघटन):

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 that 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 PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ

The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –11. 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 –11. 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 (OHSAS 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 economic 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 (कार्यस्थल प्रभारी/कार्य-पंजी एवं अन्य लिखित प्रमाण):

- 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 (कार्य करने की अवधि):

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 (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.

(20) 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.

(21) REGISTRATION OF APPROVED VENDOR (स्वीकृत बिक्रेता का पंजीकरण):

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.

(22) 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.

(23) 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.

(24) 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.



(25) CORRECTION OF ERRORS (त्रुटी सुधार):

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.

(26) 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.

(27) 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.

(28) 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 vendor's bills.

(29) 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.

(30) 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."

(31) 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.



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 43/46, गार्डन रीच रोड, कोलकाता-700 024

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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE-2: SOTR FOR FABRICATION AND INSTALLATION OF PIPES OF VARIOUS SYSTEMS

GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 1 of 13 Rev: 0
Yard No.: All Yards Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

A. INTENT

It is the intention of GRSE to establish triennial rate contract in order to outsource the services indicated in Point B for Ships under construction in GRSE with option clause of 100% or part additional work.

B. Detail of Services

Sl.	Activity	Method of Quotation
1.	Fabrication and installation of Degaussing Conduit Pipes	cm-m
2.	Fabrication to Preliminary Inspection of Ferrous Pipes up to 32 NB	cm-m
3.	Final Erection to Defect liquidation of Ferrous Pipes up to 32 NB	cm-m
4.	Fabrication to Preliminary Inspection of Ferrous Pipes > 32 NB to 80 NB	cm-m
5.	Final Erection to Defect liquidation of Ferrous Pipes > 32 NB to 80 NB	cm-m
6.	Fabrication to Preliminary Inspection of Ferrous Pipes > 80 NB to 300 NB	cm-m
7.	Final Erection to Defect liquidation of Ferrous Pipes > 80 NB to 300 NB	cm-m
8.	Fabrication to Preliminary Inspection of Ferrous Pipes > 300 NB up to 600 NB	cm-m
9.	Fabrication to Preliminary Inspection of Ferrous Pipes > 300 NB up to 600 NB (support fitment in scope of GRSE)	cm-m
10.	Final Erection to Defect liquidation of Ferrous Pipes > 300 NB up to 600 NB	cm-m
11.	Fabrication to Preliminary Inspection of Ferrous Pipes > 600 NB up to 1200 NB	cm-m
12.	Fabrication to Preliminary Inspection of Ferrous Pipes > 600 NB up to 1200 NB (support fitment in scope of GRSE)	cm-m
13.	Final Erection to Defect liquidation of Ferrous Pipes > 600 NB up to 1200 NB	cm-m
14.	Fabrication to Preliminary Inspection of Non-ferrous Pipes up to 32 NB	cm-m
15.	Final Erection to Defect liquidation of Non-ferrous Pipes up to 32 NB	cm-m
16.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 32 NB to 80 NB	cm-m
17.	Final Erection to Defect liquidation of Non-ferrous Pipes > 32 NB to 80 NB	cm-m
18.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 80 NB to 300 NB	cm-m
19.	Final Erection to Defect liquidation of Non-ferrous Pipes > 80 NB to 300 NB	cm-m
20.	Fabrication to Preliminary Inspection of Non-ferrous Pipes > 300 NB up to 600 NB	cm-m
21.	Final Erection to Defect liquidation of Non-ferrous Pipes > 300 NB up to 600 NB	cm-m
22.	Fitment of Aluminium Deck/BHD pieces, piercings, clamps and pipe supports	KG

Indicative QTY. is given in Annexure – 1



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 2 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

PRE -QUALIFICATION CRITERIA:

1. Vendor should have undertaken similar works: Similar job is defined as Minimum 04 KM of pipe fabrication and installation works in any 01 year in the last 07 years ending 31 October 22 onboard warships of Indian Navy/Coast guard.
2. Vendor has to submit document for execution of work against any Purchase order. Relevant Work Done/completion Certificates w.r.t Purchase Order (PO) is to be submitted by Vendor.
3. GRSE Technical Committee may call for additional details, for evaluation and assessment by the committee. Decision of Technical Committee will be binding on the vendor.

CONTRACTOR'S SCOPE OF WORK

1. Degaussing Conduit Pipes

a) **Fabrication of pipes**: - Following processes are involved in pipe fabrication:

- i. Pipe bending
- ii. Edge preparation
- iii. Welding
- iv. Weld dressing

The contractor is required to carry out piping fabrication work in accordance with approved schematic, layout drawings, Pipe Sketches issued by GRSE. Fabrication & machining of sleeves for degaussing pipes shall be in the scope of contractor. Should there be any requirement of modification during on-board erection considering site conditions / maintainability aspect/ recommendation of GRSE, the same is to be carried out by the contractor till the stage of clearance of II, without any commercial implication. The workmanship should be carried out to the entire satisfaction of GRSE.

b) **Galvanization of pipes**: Steel pipes and fittings (as required by GRSE including sleeves, supports & junction boxes) to be galvanized except for the portion running through FO tanks. Hot dip galvanizing to be carried out as per BS EN ISO 1461:2009.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 3 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

c) **Installation of pipes onboard: -**

Firm shall carryout installation of pipes on board as per the pipe Sketches/piping arrangement drawing with the help of fabricated supports, wherever required during installation. Fabrication of supports are in the scope of vendor, however GRSE will supply suitable DMR 249A steel plate.

d) **Compensation of structural members while penetration of degaussing pipe:** Compensation of structural members at the point of penetration by degaussing conduits to be carried out as per standard structural drawings provided by GRSE. DMR 249A steel plates will be provided by GRSE.

e) **Installation of junction boxes:** Installation of the junction boxes to be carried out as per drawings provided by GRSE.

f) **Pressure test of degaussing conduits including JBs:** Pressure testing to be carried out as indicated in drawings provided by GRSE.

2. **OTHER SYSTEM PIPES**

The stages of piping work are as follows: -

- i. Fabrication of pipes
- ii. Shop pressure testing
- iii. Cleaning/ Acid pickling /Galvanizing (as required)
- iv. Preliminary Erection (PE) of pipes on board & Preliminary Inspection (PI)
- v. Final installation onboard
- vi. On board pressure testing & Final installation inspection (II)
- vii. liquidation of defects

Detailed scope of Work

a) Lining out Marking, cutting of deck/ bulkhead/ tank openings, tack welding and running welding (by qualified welders) / installation of deck/Bhd. pieces / tank connections etc.

b) Installation of sea tubes with fitment of PAD, fitment of sea inlet valves & hose test of sea tube valves is to be carried out by the sub-contractor.

c) Lifting of templates for system pipes from site, as per drawing.

d) Fabrication of pipes as per the templates and pipe sketches. Edge preparation in accordance with welding specification, Drawings to be carried out.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 4 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

e) Preliminary installation of pipelines including valves and all other fittings. Pipes / flanges elbows, T-Pieces are to be in tack welded condition for adjustment on-board as required. Pipe clamps are to be installed in position.

f) Preparation of gaskets from rolled sheets supplied by GRSE has to be done by the contractors.

g) Complete welding of pipes flanges (in case of weldable type flanges only), bends, elbows, reducers etc. in the shop or on-board.

h) After final welding of slip-on 'FSL' flanges with pipes if used, as per requirement of GRSE, flange face machining to be carried out as per drawing. Hence adequate precaution to be taken while lifting dimension of pipes on board.

i) Pressure testing of pipes in shop (including any NDT, if required) and on-board after fabrication are to be carried out by firm. However, the pipe lines of following systems are excluded from shop pressure testing but the same are to be pressure tested on board at the same pressure that was recommended for shop testing pressure. However final methodology of pressure test will be finalized based on the drawing and type of coupling.

- a) Air Intake & Exhaust System,
- b) Foam Tube System,
- c) Steering Gear Hydraulic System,
- d) Stabilizer Hydraulic System,
- e) Compressed Air OMS,
- f) Compressed Air M/C Space,
- g) Pneumatic control air System.
- h) CPP Hydraulic.

j) Pickling / cleaning / preservation / galvanizing of the pipes and fittings (as required by GRSE) as per the specification (Refer Enclosure - B for Pickling & Enclosure - C for Galvanizing).

k) Final installation on-board including pipe clamps and connecting up the entire system. Installation of pipe supports will in the scope of sub-contractor however Pipe supports will be supplied by GRSE & any addition / alteration to install the same on



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 5 of 13
Yard No.: All Yards Group : ENGG		Rev: 0
Inspection: GRSE		Checked by: CGM(PPC)

board the ship considering site condition to be made by the contractor. Sundry Raw material required for such work will have to be supplied by contractor. Temporary supports are to be removed after final installation.

- l) Onboard Pressure testing of systems on board as mentioned in drawings.
- m) All of the systems are to be carried out. All defects/ observations are to be liquidated.
- n) Painting of pipes with primer. Necessary primer will be supplied by GRSE.

Other Relevant points

- a) Pipe sketches, based on 3D CAD Model, will be supplied by GRSE. Fabrication of pipes will have to be done as per these pipe sketches and pipe orientation is not to be altered unless recommended and approved by GRSE.
- b) After fabrication of pipes, bends etc. the entire surface is to be cleaned including the interior and damaged or defective areas to be dressed by grinding / sanding to smooth uniform finish.
- c) For fabrication & erection of “FINISHED” pipes, procedure as detailed below will have to be generally followed by the piping contractors to cut short the processing time, if not decided otherwise by Pipe Shop / Plumbing Officer: -

“FINISHED” pipes (sizes 40NB & above) as marked in Pipe sketches, based on 3D CAD Model, will have to be fabricated on the basis of Pipe sketches after getting clearance, as applicable, and in consultation with Plumbing Officer. After fabrication of pipes, shop floor pressure testing, treatment of pipes, painting and shop floor flushing will also have to be carried out before onboard erection of “FINISHED” pipes [Also refer QAP].
- d) GRSE will make all out efforts to produce piping work by utilization of Pipe bending machine, Collaring Machine (Branching machine for producing TEE’s) and flanging machine available in GRSE and piping contractors will have to abide by the routines.
- e) Steel pipes will be normally joined by loose ring flanges butting against flanged collar formed at the end of pipe by flanging machine. In case of non-availability of machine, FSL type slip on flange will be used.
- f) In steel pipe system, branches will be formed directly on the pipe run without the need for tee pieces, unless specifically advised to provide.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 6 of 13
Yard No.: All Yards Group : ENGG		Rev: 0
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

g) Forged steel elbows or butt-welded miter bends will have to be used for making pipe contours in cases where pipe bends are not available due to reasons of space constraint (machine bend radius not matching with space availability on board) or non-availability of the machine. This has to be decided mutually with the GRSE Plumbing Officer.

h) For Cu / Cu-Ni pipes system, pipe joining will be normally by means of GI loose ring flanges butting against flanged collar formed at the end of pipe by flanging machine. In case of non-availability of machine, FGN/ FGC type slip on flange will be used with brazing or TIG welding. For smaller sized piping (upto 40 NB), MHD fittings may be used with capillary brazing as indicated in system drawing. **Brazing alloy / welding rod (A302/A512) along with flux will be supplied by GRSE.**

i) Normally all pipes will be formed in bending machine. When site conditions are not suitable for bend radius allowed by bending machine, forged Cu-Ni bends are to be used for bending pipes. Similarly, branching of pipes will be done on Collaring / Branching machine. When reducer, Tee pieces will fall beyond the capacity of machine, forged Tee pieces, reducer, flange fitment will have to be used for fabrication. Such fittings and the Cu Ni reducers and saddles will be free issue items. However, during fabrication butt welds with proper edge preparation are to be done on Cu-Ni pipes with / TIG welding for bends, reducers, and saddle / Tee connections.

j) Hot bending of Cu-Ni pipes is not acceptable.

k) For any pipe bend, the thinning and ovality are to meet NES requirement. Wrinkle formation on bend during bending of pipes is not acceptable.

l) Care is to be taken to avoid damage of threads during acid pickling /galvanizing. Any such damage shall be to the account of contractor.

m) Drilling / tapping and marking required to be done for any fitting as per interface particulars are to be done by the contractor.

n) Should there be any requirement of cutting of structural members (such as longitudinal, girder, beams, stiffeners etc.) of the ship, the same is to be marked by the contractor and cutting will be done only after clearance by GRSE. Subsequent stiffening/ blanking, as required will also be done after clearance from GRSE. All openings which are more than a size of 100 mm dia, temporary athwart / longitudinal stiffeners to be provided, meeting two adjacent Bhd. / deck stiffeners prior to cutting of opening. Temporary stiffeners/strong bars are to be removed only after running welding.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 7 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

o) Rework / Modifications, if recommended by GRSE/ WOT after clearance of PI or II and involves rework, will also have to be carried out by the subcontractor and will be compensated in terms of system wise, size wise equivalent pipe run as mutually agreed applicable to respective stages.

i. Modification or rework due to design changes or to avoid fouling etc.

Rework after PI or II: If rework is after PI and before II then compensation will be limited to PI and if rework is after II then compensation will be full.

Modification or rework before PI has to be done by respective sub-contractor without any commercial implication. However, if the rework is due to faulty material supplied by GRSE then the rework will suitably compensate for the work and the amount of compensation will be finalized during TNC/CNC/PNC based on the stages at which rework occurred due to faulty material.

ii. Removal & re-fitment of finally fitted pipe for installation of other items/equipment without modification of the pipes

Removal & re-fitment of Pipe before OBPT has to be done by respective sub-contractor. GRSE will suitably compensate for the work and the amount of compensation will be finalized during TNC/CNC/PNC.

Removal & re-fitment of Pipe after OBPT also has to be done by respective sub-contractor. GRSE will suitably compensate for the work and the amount of compensation will be finalized during TNC/CNC/PNC.

p) Should there be any requirement for change of drawing due to deviations in actual erection / site condition, the same is to be deliberated with Plumbing Officer / CDO & on acceptance 'As-fitted' modification to be marked on drawing for necessary modification of drawing by CDO. In all such cases, modified drawings are to be collected by the contractor against return of all old copies of drawings.

q) Immediately after completion of work, the contractor should incorporate all the changes made in system drawing. One set of system drawings duly incorporating the "As-fitted" changes in red, duly certified by authorized GRSE officer, is to be handed over to GRSE for necessary preparation of "As-fitted" drawing.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 8 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

r) All pipe ends / fabricated fittings open to atmosphere are to be properly cleaned and plugged after treatment of pipes.

s) Pipe no. is to be indicated on each pipe by Punching, preferably on the flange.

t) Complete laying and erection of the piping along with all fittings to be done by the contractor as per system / layout drawings. Only Machinery items, equipment and tanks will be installed by GRSE but connection of piping with machinery, equipment, tanks etc. to be done by the contractor as indicated in system/ layout drawing. Installation of all valve's cocks, filters, flexible bellows, flanges, strainers, Dk / Bhd. pieces, elbows, reducers, traps, gauges, manifold, orifice, Educators, sensor boss, drain plugs, pr. gauge/ thermometer connection etc. The consumable nature requisite grade as per GRSE/IN approved drwgs, which are in the pipe line is to be done by the contractor with required fasteners, gaskets, clamps, supports, brackets, hangers for fixing above. Only for Dk./BHD. pieces/piercings, supports, Brackets, clamps that are to be welded on Aluminum Decks and BHDs, additional compensation shall be provided to Vendor as per service line item No. – 8.

u) After erection on board, hydraulic testing / air testing (OBPT) as required to the requisite pressure as indicated in the system drawings is to be done by the contractor to the entire satisfaction of GRSE/ Naval inspecting agencies. In the event of part erection of pipe being undertaken the pressure test to the end flange being done by the vendor is to be tested.

v) Wherever possible, joints are to be so arranged that any leakage from them, will not damage equipment / cause hazard / endanger personnel.

w) The subcontractor will have to install additional supports where necessary to prevent excessive vibration of the piping.

x) Pipe work, adjoining flexible assemblies is to be supported as close as possible to the flexible pipes.

y) Scaffolding as required for the job is to be carried out by subcontractor.

z) Stiffening of OBD pipes with the Hull / Body of the ship with structural member as per drawing, Fitment of OBD valve and Hose test of the OBD valves are in the scope of the vendor.

aa) Fitment of Sea Chest PAD with Pipe, fitment of Valves & hose test of the sea chest valves are in the scope of the vendor.

bb) Structural work / Seats / Supports for fitment of Duplex filter (weight less than 50 kg), Valves, pressure gauge, Educators, manifold, pressure



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 9 of 13
Yard No.: All Yards Group : ENGG		Rev: 0
Inspection: GRSE		Checked by: CGM(PPC)
	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	

reducing station or any other pipe fitting to be done by the vendor free of cost as decided during TNC/CNC/PNC.

cc) Sub-contractor has to deploy manpower (Technician/Helper) during Trial (STW/HAT/CST/FMP) as per requirement of GRSE. The cost of manpower deputed during trial (remuneration/insurance coverage) has to be borne by the sub-contractor.

CONTRACTOR'S SCOPE OF SUPPLY

1. Skilled, Experienced or ITI qualified technicians.
2. Welders are to be qualified in DMR 249A steel & 6G/2G & 5G for piping fabrication and erection. If the firm/contractor possess welder who are already qualified, the certificates and performance record of these welders shall be submitted to GRSE for review and acceptance. Work can commence only after acceptance of welder qualification. Welders' qualification shall be at the cost of firm/contractor.
3. All tools and tackles with accessories required for carrying out fabrication/welding /installation of piping, job like fitters' tools, welding machines, cables, welders kit, gas cutting set, heating torches, spanners/tool kits, electric power grinding machines baking oven, portable oven etc.
4. All tests and measuring instruments along with valid calibration certificate required for carrying out tests and trials of equipment/ machinery/ system wherever required.
5. Filling Tanks for pressure testing hoses, pumps and gauges, filling and pressurizing hand/motor/pneumatic pumps, calibrated pressure gauges with validity, temporary gaskets, rubber sheets, bolts and nuts, temporary connections for pressure testing.
6. Approved Welding consumables for Aluminum Welding
7. Materials for wire gauges, jigs, templates for fabricating pipes.
8. Scaffolding Material with clamps as required.
9. Gases required for cutting.
10. Cleaning and Acid Pickling facilities such as Vat, acids, soaps, etc. All requisite material / consumables for cleaning, pickling and galvanizing, is in contractor's scope of supply.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 10 of 13
Yard No.: All Yards Group : ENGG		Rev: 0
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

GRSE'S SCOPE OF SUPPLY

1. Limited open space for usage as store. However, vendor will have to create their own secured storage space, by themselves.
2. Premises for pipe fabrication activities
3. Pipe bending/ Collaring/ Branching/ flanging as elaborated in Scope of Work.
4. Crane facility for lifting and shifting of heavy material/pipe weighing more than 40 kg.
5. EOT crane in MW and MHS (or another designated workshop if provided) will be provided. Vendor will be required to get qualified driver
6. Electric power of 110v, 230V & 440V shall be provided on board. Vendor will be required to make the end connections and get electricians.
7. Compressed air, as available in dockside
8. Welding consumables for Steel welding
9. Primer for preservation of pipes.

DELIVERY SCHEDULE/SERVICE LEVEL AGREEMENT

1. Purchase orders shall be places Yard-wise for Ships under construction in GRSE
2. On receipt of material from Pipe Shop, Shop floor pressure test, Acid Pickling/Galvanization followed by Preliminary Erection (PE) to be completed within 30 days
3. A standard throughput of 500 M per month of plumbing completion is expected from the vendor.

INSPECTION

1. Inspection of the following stages will be carried out by GRSE berth/QA/WOT/Class as per approved QAP
 - a) PE
 - b) Shop Floor pressure testing



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 11 of 13
Yard No.: All Yards Group : ENGG		Rev: 0
Inspection: GRSE		Checked by: CGM(PPC)
	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	

- c) Acid Pickling/Galvanisation
- d) Preliminary Inspection
- e) Final Installation (FI)
- f) Onboard Pressure testing (OBPT)
- g) Installation Inspection of System (II)

WORK DONE CERTIFICATE

1. WDC shall be duly certified by Plumbing Berth Officers or in-charge Pipe Shop of respective unit of GRSE.
2. Bill shall be certified by Project leader, Project Super-intendant or AGM/DMG(Engg) of respective Unit of GRSE.

STANDARD TERMS AND CONDITIONS

1. GRSE Electric power supply points will be provided at indicated locations. Vendor is to assess, during site visit, for any further distribution, which will be under the scope of vendor.
2. Vendor has to mobilize manpower in all Units of GRSE as per docking berthing of Ship, including KPDD.
3. All material rendered surplus must be returned to GRSE.
4. Minimum 75% percent skilled manpower are to be deputed.
5. Work will be allocated by PL or his designated and vendor has to mobilize manpower as per work allocated Proper recoding of work to be made after completion of same and duly inspected by inspecting authority.
6. Vendors will follow the timings of reporting to work site by 8.30 AM Work is to continue till 6PM Monday to Saturday. Due to administrative reasons vendors are to enter GRSE by 8AM and follow CLMS system.
7. Contractor to ensure safe working condition at their work place. Special care to be taken to provide wooden planks for working platform and rigid ladders etc. to inspection staff & surveyors.
8. Transportation for carrying raw material & outfit items from GRSE Stores to Job site is to be arranged by the sub-contractor at no extra cost.
9. To complete the job in schedule time vendor may have to work beyond normal working hours, shift and holidays. In order to decongest the ship



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 12 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	Checked by: CGM(PPC)

and ensure unhindered progress, PL/ PCO/Berth officer will intimate the firm in advance (previous week) of the shift assigned, G, A, B, Night etc.

10. All the safety guidelines for working and other statutory requirements for working inside the GRSE Main Works Premises are to be strictly followed. The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel.
11. Hindrance Register to be maintained by the sub-contractor and duly certified by plumbing berth officer.
12. Modification / Rework Register is to be maintained by vendor duly certified by GRSE berth officer on whose requirement the modification is being carried out and plumbing berth officer. The same is to be put up for approval to project leader on weekly basis.
13. Vendor to maintain log book for daily manpower deployment against each Purchase Order.



GRSE Ltd.	SOTR FOR Fabrication and Installation of Pipes of various systems	SOTR No./Pipe/22/01 Sheet: 13 of 13
Yard No.: All Yards		Rev: 0
Group : ENGG		Checked by: CGM(PPC)
Inspection: GRSE	Drawn by: SM(PMT-P17A) +M(PPC) Date: 16-08-22	

ANNEXURE-1

Sl.	Activity	UOM	Qty
1	Fabrication and installation of Degaussing Conduit Pipes	cm-m	17500
2	Fabrication and installation of Ferrous Pipes up to 32 NB	cm-m	14000
3	Fabrication and installation of Ferrous Pipes > 32 NB to 80 NB	cm-m	48500
4	Fabrication and installation of Ferrous Pipes > 80 NB to 300 NB	cm-m	48500
5	Fabrication and installation of Ferrous Pipes > 300 NB to 600 NB	cm-m	6000
6	Fabrication and installation of Ferrous Pipes > 300 NB to 600 NB (support fitment in scope of GRSE)	cm-m	4000
7	Fabrication and installation of Ferrous Pipes > 600 NB to 1200 NB	cm-m	6000
8	Fabrication and installation of Ferrous Pipes > 600 NB to 1200 NB	cm-m	6000
9	Fabrication and installation of Non-ferrous Pipes up to 32 NB	cm-m	27500
10	Fabrication and installation of Non-ferrous Pipes > 32 NB to 80 NB	cm-m	52000
11	Fabrication and installation of Non-ferrous Pipes > 80 NB to 300 NB	cm-m	50000
12	Fabrication and installation of Ferrous Pipes > 300 NB to 600 NB	cm-m	5000
13	Fitment of Aluminium Deck/BHD pieces, piercings, clamps and pipe supports	KG	1500



**ANNEXURE – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY
DURING LAST 07 YEARS ENDING ON 31-Oct-2022**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs :

Sl. No	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order & length of Plumbing work completed	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:



ANNEXURE – 4: FORMAT for FINANCIAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs.)
1	2022-21	
2	2020-21	
3	2019-20	

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Financial Statements to be attached



**ANNEXURE-5: FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/
TENDER HOLIDAY**

(To be submitted in Company's Letterhead)

1. Name of the Bidder with Address:

Date:

2. Job Description:

3. Tender Reference:

Sub: SELF-CERTIFICATION

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

Or

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

*Strike out / omit whichever is not applicable



ANNEXURE-6: FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK

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

Sl. No.	Description of Existing relevant jobs	Order No., Date & Value (in INR) <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Order placed by	Scope of work for existing contract (To quantify)	Deployment of operatives for the existing contract (category wise)			
							USK	SSK	SK	HSK

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



**ANNEXURE-7: FORMAT FOR DISCLOSURE BY CONTRACTOR OF PROPOSED EXECUTION /
DEPLOYMENT PLAN OF THIS TENDERED JOB**

5. **Name of the Bidder:**
6. **Job Description:**
7. **Tender Reference:**
8. **Details of Existing relevant jobs:**

Sl. No.	Deployment of operatives per month for the Tendered job contract (category wise)			
	USK	SSK	SK	HSK

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-10: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION

1. **Name of the Bidder:**
2. **Job Description:**
3. **Tender Reference:**

Bid Number	
Job Title:	
Bidder's Name	
Proprietorship / Partnership / JV / Consortium	
Bidder's Address	
Phone	
E-mail	
Vendor Regn No. with GRSE (if applicable)	
MSME / MSE (Details if applicable)	
NSIC (Registration Details & Certificate Number, if applicable)	
GST Registration	
PAN No.	
GEM UNIQUE SELLER ID	
TreDS Regn No.	
PF Details	
ESI Details	
ROC/ Trade Licence	
Joint Venture/ Consortium agreement (if applicable)	
EMD (Details of Instrument, if applicable)	
ACCEPTANCE MATRIX FOR NIT [indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
ACCEPTANCE MATRIX FOR STAC [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
ACCEPTANCE MATRIX FOR SOTR [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
FORMAT FOR TECHNICAL ELIGIBILITY [indicate SUBMITTED / NOT SUBMITTED]	
DISCLOSURE BY CONTRACTOR OF EXISTING WORK [indicate SUBMITTED / NOT SUBMITTED]	
FORMAT FOR FINANCIAL ELIGIBILITY CRITERIA [indicate SUBMITTED / NOT SUBMITTED]	
AVERAGE ANNUAL TURNOVER FOR LAST 3 FINANCIAL YEARS ENDING ON 31-Mar-2022	
TURNOVER FOR FY 2021-22	
TURNOVER FOR FY 2020-21	
TURNOVER FOR FY 2019-20	
Submission of DOCUMENTS IN SUPPORT OF FINANCIAL ELIGIBILITY CRITERIA [indicate SUBMITTED / NOT SUBMITTED]	
SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY [indicate SUBMITTED / NOT SUBMITTED and if put on Tender Holiday / Blacklisted]	
NON-DISCLOSURE AGREEMENT (in non-judicial stamp paper of Rs 100/-) [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	
INTIGRITY PACT (in non-judicial stamp paper of Rs 100/-) [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

**ANNEXURE-9: CHECK LIST FOR BILL SUBMISSION - for Service Contracts****CHECK LIST FOR BILL SUBMISSION - for Service Contracts****A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)**

- A.1 BTN (as per BTS System):-
 A.2 Invoice No and date / E-Invoice No. & Date (if applicable for the vendor)
 (Original & in triplicate)
 A.3 PO Number
 A.4 Name of Vendor
 A.5 Location of work: MW / RBD/ FOJ/ TU / 61Park/Vendor's premises

I. For RA Bill (Running/Progressive bill) (Put √ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put √ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

 Signature of Vendor's representative
 with Seal/Stamp

For GRSE Use Only

B.	To be checked and verified by Bill certifying authority (Put √ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet(SES)/GR in line with WDC, PO & Invoice			
For Final/Balance Bill (Put √ Mark)				
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			

 Signature of GRSE Bill Certifying Authority
 with Designation



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
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)



ANNEXURE-11: NON – DISCLOSURE AGREEMENT
(to be executed in Non-Judicial Stamp Paper of Rs.100/-)

This Non-Disclosure Agreement executed thisDay of2021.

Between

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 43/46, Garden Reach Road, Kolkata – 700024, hereinafter referred to as “**GRSE**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **FIRST PART**.

AND

M/s _____ (with full address), hereinafter referred to as the L1 Bidder (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest, administrators and assigns) of the **SECOND PART**.

WHEREAS

For purpose of this Agreement, GRSE discloses (herein after referred to as the “Disclosing Party”) to the Bidder (herein after referred to as ‘Recipient’) Confidential Information as are required to give effect to the terms of the NIT/Purchase Order and the Recipient receives and or accesses the said Confidential Information

WHEREAS The Bidder being considered inter alia for the purpose of _____ work and as such some of the data, drawings/documents in connection with construction of Anti-Submarine Warfare Shallow Water Craft (ASW SWC) are required to be disclosed which shall be treated as confidential and the said Recipient, shall not disclose or part with such drawings/documents either whole or in part to any other third party, without prior written consent from GRSE.

AND WHEREAS the said Recipient, is obliged to execute an undertaking in the form of “Non-Disclosure Agreement” on receiving Confidential Information in the form of data drawings/ documents and also confidential/proprietary drawings or technical information of Indian Navy through Government of India or any other party, as the case may be, by GRSE, duly promising and/or undertaking to keep and treat such data, drawings/documents as strictly ‘confidential’.

NOW THEREFORE both GRSE and the Bidder do hereby agree as follows in the premises aforesaid:-

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

- (a) “Confidential Information” means and includes any and all facts, knowledge, information, data and drawings and documents of any nature whatsoever, whether written or electronic mode owned and/or possessed by GRSE notwithstanding it belongs to any person, government or otherwise not limited to ideas, designs, data, source code, processes, computer programming, flow diagrams, know how, computer programming and other software and software techniques and such other notes, interpretation, derivative or analysis of data that has been or may hereafter be provided or shown to the Recipient or is gathered, received or obtained directly or is otherwise obtained from the review of GRSE’s documents. It is agreed that any and all reports, notes, minutes, summaries, flow charts, diagrams and any other information that is prepared based on the discussions and interaction with GRSE pursuant to this Agreement shall be deemed to be Confidential Information under this Agreement.
- (b) During the pre-bid discussion and subsequent agreement between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said NIT/PO, M/s _____, the Recipient, undertakes that the Confidential Information so received in any form whatsoever shall be:
 - i) Protected and kept as strictly confidential by them.



- ii) Disclose to and used only by the persons within the organization of M/s_____, who have a need to know solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.
 - iii) Used in whole or in part solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
 - iv) Neither be disclosed nor cause to be disclosed directly or indirectly to any third party.
 - v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
 - vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.
2. Nothing in this agreement or the disclosure of the Confidential Information or data or systems, to be intended to be granted or shall be construed as granting to the Recipient., any rights, title, interest or license other than the right to use such Confidential Information for the purpose of pre-bid meeting and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers of the Recipient. In this regard for the purpose of pre-bid meeting or for execution of job if any, to be subsequently awarded by GRSE to the Recipient shall at all times remain the exclusive property of GRSE and rest with GRSE.
 3. The Recipient shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or any Agreement, if any, to be entered into subsequently.
 4. The Recipient shall not make any copies or duplicate or reduce in writing the Confidential Information or part thereof in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, the Recipient shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
 5. If the Recipient is compelled under any law to disclose (whether by way of announce or otherwise) any Confidential Information, it shall give prompt notice in writing of such fact to GRSE and shall provide all cooperation and assistance as may be requested by GRSE in order to seek an appropriate remedy to prevent or restrict such disclosure.
 6. It is agreed by the Recipient that the Recipient shall take full responsibility while handling the Confidential Information provided by GRSE, which means that the Recipient shall be fully responsible of the acts of its employees/subcontractors/officers/associates who are required to handle the Confidential Information provided by GRSE.
 7. **Indemnity:** Recipient shall indemnify GRSE and hold harmless from and against all actions, proceedings, claims, demands, losses, damages, costs (including between attorney and clients) charges, expenses and consequences whatsoever that may be brought or made against or sustained or incurred by GRSE in consequences resulting from any act or omission on the part of Recipient including its employees/subcontractors/officers/associates.
 8. The Recipient agrees and undertakes GRSE that the Recipient shall obtain appropriate indemnity from its sub-contractors and outside personnel/workers to the effect that they will use Confidential Information for construction of the ships only and for no other purpose and also they would not divulge or pass on any Confidential Information to any third party for any reason whatsoever.
 9. The Recipient acknowledges the competitive value and confidential nature of the Confidential Information and the resultant damage to GRSE if the Confidential Information is disclosed or allowed to be disclosed to any unauthorized persons or used for the purpose of violation of this Agreement. The Recipient confirms that it is imperative that all Confidential Information remains confidential. The Recipient acknowledges that GRSE possesses Intellectual Property Rights in the Confidential Information.



10. The expiry, foreclosure or termination of the PO or any or all of the subsequent agreements entered into by GRSE and the Recipient, if any, in pursuance of the pre-bid discussion, shall not relieve the Recipient of their/its obligations under these presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination of the PO.
11. In the event of expiry, foreclosure or termination, the Recipient shall forthwith return to GRSE, the Confidential Information as received by them/it during tenure of the PO and/or subsequent agreements.
12. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.
13. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
14. In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall not affect any other provision of this Agreement.
15. The Recipient acknowledges that Confidential Information belonging to GRSE is a valuable asset. Disclosure in breach of this Agreement will result in irreparable injury to GRSE for which monetary damage alone will not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of the terms of this Agreement, GRSE will be entitled to specific performance, injunctive relief or other equitable relief prohibiting any breach of this Agreement. Any such equitable remedy shall be in addition to and not in lieu of, other appropriate relief at law which GRSE may be entitled.
16. This agreement shall be governed under the Indian Laws and the Courts in Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
17. GRSE' standard arbitration clause as contained in NIT shall apply to this agreement for resolution of disputes between the parties.

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

**FOR GARDEN REACH SHIPBUILDERS &
ENGINEERS LTD**

Signature :
Name :
Address :

WITNESS 1

Signature :
Name :
Address :

FOR M/s _____,

Signature :
Name :
Address :

WITNESS 2

Signature :
Name :
Address :



CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form -II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</i> The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	Renewal of labour license	Form -II	Contractor	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	Notice for commencement / completion of work	Form-VII	Contractor / Principal Employer	The contractor shall submit Form - VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form - VII should be submitted to concerned Unit HR Department.
MAINTENANCE OF REGISTERS				
04	Employee Register	FORM - A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM - B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM - C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM - D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.



SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	Employment Card	Form – XII	Contractor	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	Service Certificate	Form – VIII	Contractor	To be issued by the contractor upon termination of employment / completion of work etc.
10	Wage-slip	Form – XIX	Contractor	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	Annual Return	Online Submission	Contractor	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year.



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

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	<p>1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him.</p> <p>2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.</p>
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	<p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p>
		Contractor	<p>2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.</p>



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

- (i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).
- (ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.
- (iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).
- (iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.
- (v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.
- (vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.
- (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.
- (viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.
