



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

NIT No निविदा संख्या:	SCC/AKD/OT/Erection/UW Items/019/ET-1861 Dated: 06/05/2022
Job Title कार्य का नाम:	“Biennial Rate Contract for Erection of Under Water Hull Appendages for Various Projects at GRSE”
Tender issuing Dept . बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	13/05/2022	11:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	27/05/2022	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	30/05/2022	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	INR 1,90,000/-* (Rupees One Lakh Ninety Thousand Only)
Security Deposit (SD) प्रतिभूति	3 % of individual Work Order Value (inclusive of GST)
PBG पी बी जी	3 % of individual Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Stage wise Progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	In Totality

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

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

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Price Escalation Details Guideline (attached with NIT)
Annexure 7 संलग्नक-7	Guidelines of Vendor Rating system & performance Evaluation mechanism for job loading (attached with NIT)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

Annexure 11 संलग्नक-11	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Check List for Bill Submission (attached with NIT)
Annexure 13 संलग्नक-13	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Format for - Bank Guarantee for EMD (please refer www.grse.in)
Annexure 17 संलग्नक-17	Check List of Statutory Responsibility of Contractor within GRSE(attached with NIT)

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

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		
SL	DESCRIPTION	
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee	Yes
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD	Yes
3	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 3	Yes
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 4	Yes
7	Audited/Certified Annual Accounts and Annual Report for last three (03) financial years ending on 31st March'21 in support of Financial Eligibility.	Yes
8	Self-certification for not having blacklisted /not received any tender holiday as per format at Annexure 5	Yes
9	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	Yes
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.	Yes
11	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.	Yes
12	Copies of registration with PF, ESI authorities// last challans etc.	Yes
13	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

- a. In case of non-submission of documents as mentioned above, the bidder is liable to be considered as disqualified.

- b. The Bidders has to submit ink signed hard copy of all above documents within 03 days from opening of Part I bid.
- c. Registered Vendors with GRSE need not upload documents at Sl. 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.
- d. Bidders have to indicate Unique GeM Seller ID in COMMERCIAL MATRIX or prior to opening of price bids, failing which price bid of the bidder will not to be opened for further processing.

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

PHYSICAL SUBMISSION		
1	Tender Fee Instrument	Within 03 days from opening of Part I bid
2	EMD Instrument	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	<u>Kolkata</u>

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **AGM (Contract)**, Contract Cell, Commercial Department, New Building complex, 1st 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.

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

(A) Tenure of Contract संविदा कार्यकाल- Initially, the rate contract shall be established for a period of **02 (Two) Years**. The contract period may be extended for a further period of maximum 02 years with an escalation of rates [one time and not on yearly basis] or reduced as per requirement of GRSE production schedule.

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

(C) Job Starting Date कार्य आरम्भ तिथी - Job is to be started immediately after mobilization subject to availability of site clearance, materials and drawings.

(D) Job Completion Schedule कार्य समाप्ती तिथी - Time is the essence of this Contract.

The Job completion schedule for erection & fitment of underwater items, alignment, welding, dry survey, NDT etc. would be as follows (subject to availability of site clearance, materials and drawings):

For Units	Up to 1T	10 Days
	Above 1T	15 Days

(E) Quality Assurance Authority: - GRSE (QA)/ WOT, as per approved QAP.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR No: **ERECTION/UWH/SWC/2022 Dated 28.04.2022** (Annexure 1), Drawings, GRSE requirement and in case of doubt, instructions of the Engineer-in-charge / PL OR their nominated representative are to be followed.

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

Guarantee / Warranty of the job: Applicable for a Period of **12 months** from the date of final Inspection of the job. Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's construction schedule, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor.

The details are as per clause 08 of STAC (Annexure 2)

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed till the tenure of the contract of two (02) years. Price is to be quoted without taxes & duties except GST. GST is to be indicated separately in the Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि -

The initial established rates will be valid till the tenure of the contract i.e for a period of **two (02) years**. Thereafter, one-time Escalation will be applicable on the established rates as detailed in **Annexure 6**, only for the unexecuted portion of work goes beyond the contractual period and where the delay thereof is proved beyond doubt and not attributable to the contractor. Where the job has already loaded and it is under progress will not be considered for escalation of price.

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

ARTICLE 11 अनुच्छेद-11: FREAK LOW 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 analysed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.
- c) If the 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 as per GRSE Vendor policy.

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

Offer is to be valid for **90 days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 180 days against valid reason.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

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

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

L1 bidder will be decided on **totality basis**.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as given in the tender is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and terms & Condition up to variation of **(+ 300%)** in addition to the initial quantity for individual items of different projects and the total job value may be increased up to **100%** in addition of initial total job value. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement. Necessary amendment of the Purchase Orders will be issued accordingly. The contractors will be loaded according to GRSE project requirement. The detailed BOQ is given below:

Sl. No.	Description	Quantity	Unit of Measure (UOM)
1	Fitment of Sea Tube & Sea chest & associated gratings	14	Each
2	Opening & Closing of Shipping Route	640	Sq.M
3	Fitment of hanging/sacrificial anodes	92	Each
4	Fitment of EM Log & Echo Sounder Hull Unit	4	Each
5	Fabrication and Erection of Bilge Keel/Spray rail/Skeg& similar hull appendage fittings(P&S)	2	Each
6	Erection of ICCP Hull Unit	20	Each

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

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

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

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

ARTICLE 18 अनुच्छेद-18: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -**(A) Assessment & job distribution during tenure of contract for initial 02 years**

- Selection of vendor: A pool of Techno-commercially cleared vendor will be created through negotiation based on the submitted documents against the tender. Price bids of those qualified vendors will be opened.

ii. Establishment of rate: After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to all qualified pool of vendors. The vendors who are interested for the job have to accept the L1 rates for execution of the job.

iii. Distribution of job: Individual work order will be issued ship wise/Block/unit wise as per GRSE discretion. Loading of job on multiple vendors' will be purely based on production requirement. The tentative ratio of work distribution to more than one qualified vendor will be 60:40 for 02 bidders; 50:30:20 ratios for loading to 03 bidders OR, 40:30:20:10 ratio for loading to 04 bidders respectively, against established rate contract.

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

iv. Establishment of rate: Rate finalized against the tender will be in force for the period of first two years. After expiry of two years, the rates will be escalated as per escalation clause at Article No. 10. All selected vendors have to accept the escalated rate for execution of job in subsequent phase of contract.

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

a. Technical Eligibility Criteria तकनीकी मापदंड -

i) **As per Clause No 2 of SOTR No: ERECTION/UWH/SWC/2022 Dated 28.04.2022 (Annexure 1).**

Satisfactory Work Completion Certificates indicating the work order numbers, issued by the party for whom the work has been done to be submitted for assessment during TNC meeting. GRSE has the right to verify / cross verification of authenticity of the said documents whenever felt necessary.

b. Financial Eligibility Criteria वित्तीय मापदंड -

i) Bidder's Average Audited Annual financial turnover during last 03 financial years ending on **31st March, 2021** should be at least **Rs. 29 Lakhs**.

ii) 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 **31st March, 2022**. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note:

- a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) In case of non-submission of the self-certification document as per format at **Annexure-5**, the bidder will be treated as non-responsive and their offer will be rejected.

Note: Requisite formats attached with NIT as Annexure 3, 4 & 5 of Article 4 to be filled up in support of above technical and financial eligibility criteria.

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

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding regarding:
 - (i) The materials (if any) which are to be furnished by vendor for the work.
 - (ii) The work which is to be performed by the vendor.
 - (iii) Actual considerations made by bidder to complete all work.
 - (iv) To comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing, not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any or, all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form

of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

4. General Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. 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.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. 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.
8. 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.
9. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
10. Bidder has to declare in what capacity he is participating in the tender viz. a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be scanned and uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Shuvendu Ghosh, SM PL-3035, Mobile No. 91633 31711, e-mail: Ghosh.Shuvendu@grse.co.in** and **Mr. Ashim Kumar Dey, Manager (Contract)/ Main Unit, Mobile No. 75960 23717, e-mail: Dey.Ashimkumar@grse.co.in** prior to submission of offer.
 - b. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in** / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

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

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

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E-Procurement portal <https://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <http://www.grse.in/index.php/tender.html>. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/

corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

- j) GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the Tender Enquiry.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the Tender Enquiry.
8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
11. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.

ARTICLE 23 अनुच्छेद-23: POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा –

- i. **Security Deposit प्रतिभूति जमा –**

Interest free refundable security deposit of **3%** of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at clause 05 of STAC.

N.B. The submission of security deposit is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC certificates by the firms.

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 of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit.

- ii. **Work Done Certificate (W.D.C.)** कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) -
Work done certificate will be issued by the Project Leader OR, his Nominated officer based on clear inspection report signed by Quality Assurance Authority as per the stages mentioned below:

Stages	Activity
I	Initial fit-up /set up / Opening as applicable supported by Berth/QA/ WOT report and job completion certification by concerned Hull Officer
II	Final Inspection including NDT/Hose Test etc. supported by Berth/QA/ WOT report and job completion certification by concerned Hull Officer

W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

- iii. **Bill Submission** बिल प्रस्तुति:
Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 12** along with supporting document (Work Done certificate etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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

- iv. **Payment Terms** भुगतान की शर्तें:
a. The Stage wise certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority GM(MW)/AGM(MW)/PL/their nominated Officer & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority. 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. Stages of Payment will be as follows:

Stages	Activity	Percentage Payment
I	On Completion of Initial fit-up /set up / Opening as applicable	30%
II	On Completion of Final Inspection including NDT/Hose Test etc.	70%

c. 3% of the certified bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by GM(MW)/AGM(MW)/PL/their nominated Officer or on submission of Performance

Bank Guarantee of equivalent amount valid till expiry of Guarantee period plus sixty (60) days beyond guarantee period.

d. 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 GM(MW)/AGM(MW)/PL/their nominated Officer.

Payment will be made on actual certification basis.

Bill Certifying Authority: GM(MW)/AGM(MW)/PL/their nominated Officer.

- v. **Liquidated Damages (निर्णीत हर्जाना)**
The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with GRSE Ltd.
- vi. **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.
- vii. **Modification/Rework:** Modification/ rework charges at 120% of the applicable rate will be payable in case of changes/modification at the behest of GRSE/due to changes in drawing in units already fabricated and certified. However, this will have to be done under written instruction from AGM/DGM(Hull)& AGM/DGM Hull Design jointly & separately to be mentioned in WDC. Any rework arising out of defective workmanship will be in the contractor scope.
- viii. **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.
- ix. **Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 1 Month in advance with proper justification duly endorsed by Engineer In-charge / PL of GRSE. Please note LD will be levied for the unexecuted portion for such time extension.

ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी –

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

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT: -

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

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-17.

Ashim Kumar Dey
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Garden Reach Shipbuilders & Engineers Limited
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GRSE Ltd.	TECHNICAL SPECIFICATION FOR HIRING SERVICE FOR ERECTION OF UNDER WATER HULL APPENDAGES OF SHIPS AT GRSE	SOR No. ERECTION/UWH/SWC/2022
Yard No. : ASWSWC		Rev. 0
		Prepared by : SM PL 3035
Group : Hull		Checked & Appd by : AGM MW
Inspection : QA / WOT		Date : 28 APR '22

1. INTENT

It is the intention of GRSE to outsource Fabrication / erection of underwater hull appendages of Yard 3035 ASWSWC Ships. Average plate thickness is 04-20 mm. Blocks are fabricated from high tensile steel to DMR 249A. job to be carried out at Building Berth in GRSE (MW) having declivity 1:20 as well as on near flat hard ground/dry dock.

2. PRE-QUALIFICATION CRITERIA

- a) Vendor should have undertaken erection of Hull Units for ships. PO/ WDC to be submitted in TNC
OR
Vendor should have undertaken hull fabrication of complete ship including launching of ship of displacement of 800 ton or more.
- b) The Vendor must have its own erection team comprising of the following, duly supported by well-established QA/ QC team
- i) Structural fitter/marker
 - ii) Gas cutter/ plasma cutter
 - iii) Electric Grinder
 - iv) DMR Qualified welders for both SMAW and GMAW
 - v) Two qualified supervisors having Diploma in mechanical/ civil with past naval Experience or ship building experience in established shipyard is mandatory. Level I/II in ISNT/ ASNT for LPT and RT will be preferred.
 - vi) During TNC, the vendor will submit the list of QA/QC personnel supervising the work. The TNC committee will assess each of them regarding the aptitude and working familiarity in ships. The firm is to depute only those personnel, cleared by TNC for the execution of QA/QC job.
 - vii) Sufficient number SMA welding machine, MIG welding m/c details to be provided during TNC.

3. Sub-Contractor's Scope of Work

Following jobs also to be executed by the vendor as a part of underwater hull appendages erection work

- A. The items to be Fabricated / erected as applicable as per approved drawings and block division diagram / system drawing. Sub-contractor has to maintain normal shipbuilding practice. The attention of vendor is drawn to GRSE drawing of marrying piece adoption.
- B. Hull:
- i) Dry survey of block hull structure at the vicinity of underwater hull units
 - ii) NDT / Hose testing of U/W hull weld joints at the vicinity of underwater hull units
- c) Firm is to co-ordinate with GRSE employed plumbing/Electrical sub-contractors to ensure seamless joining of pipes/cable trays of pre-outfitted blocks at the block joints.
- d) Lifting eyes, attachments/stiffening structures are to be fabricated and welded on underwater hull units as and when required to facilitate lifting/tilting of the items with cranes / lifting points wherever required. However, while removing the same care must be taken so as to avoid any unwanted metal removal causing pitting on main structure.

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- f) Transportation/ shifting of underwater hull units including placement and lowering on dock blocks. However, facilities viz. trestle, slings, crane and "KAMAG" with operator will be provided by GRSE. Accordingly, necessary Gas cutting and welding of supporting structure, stiffener etc. has to be carried out by subcontractor. Material will be provided by GRSE.
- g) Alignment and levelling of underwater hull units, as per drawing and erection schedule. Necessary turnbuckle, hydraulic jacks etc. are to be arranged by contractor. Use of Hydraulic Jacks would be necessary for heavier items.
- h) Welding and Dry Survey of blocks areas adjacent to underwater hull units (seams and butts) including back gouging, grinding/ fitment of ceramic back strip etc., to the satisfaction of Inspection authorities as per QAP. Any fairing in way, fitment of additional brackets/collars/marrying pieces required as per shipbuilding practice has to be carried out by subcontractor.
- i) DP test and Radiographic / Ultrasonic test of welded joints (including surface preparation by grinding and transfer of marking), as required by inspection authority. Repairing of RT failed points with penalty shots if any. However, radiography will be arranged by GRSE.
- j) Necessary staging material will be collected from and erected all over as would be required for job and inspection. Those to be dismantled prior launching and returned to the original site by sub-contractor. However, staging material will be made available by GRSE. However, suitable clamps are to be provided by subcontractor as per GRSE safety approved samples.
- k) All shipping openings for lowering of equipment must be made and closed as per drawing and sequence followed by requisite NDT. Any plumbing, HVAC, Electrical cable way materials coming in way of shipping route if already erected to dismantled, preserved before cutting opening of shipping route structure and to be re-erected after closing of shipping route.
- l) Fabrication & Erection and welding of Bilge keel / Spray rail / Skeg and similar underwater fittings. Drawings for reference can be perused on request. Air Pressure Test subsequent to the welding, if required has to be carried out. After APT, inner surface of bilge keel /spray rails/skeg etc will be preserved with approved paint scheme. Paint will be provided by GRSE.
- m) Hose test of outer Hull adjacent to underwater hull units & other important areas. Touch up with primer to be carried out on hot work places for protection, primer will be provided by GRSE.
- o) Any additional brackets, collars (including missing components) etc. required by inspection authority, has to be processed, fitted and welded by the sub-contractor. However, raw material will be provided by GRSE.
- p) Any item in way of underwater Hull appendages that is mentioned in the drawing & overlooked by vendor/ inspection authority/ production personnel will be under the scope of vendor & same to be fitted at later stage without any delay. In case any item has not been fitted at an earlier stage due to any reason (for subsequent production activities or mention in dwg) are to be fitted, after completion of certain activity, by vendor at later stage, within guarantee period of the item.
- s) Firm should employ at least 75% skilled tradesman (welder, fitter, marker, grinder, painter, gas cutter and qualified person for conducting APT) for each ship's erection.

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4. COMMITTED MINIMUM STEEL ERECTION RATE

- a) The vendor has to give an undertaking of committed minimum quarterly (90 calendar days) underwater hull units erection tonnage of 30 tons. Vendor may indicate higher rate also. Average plate thickness is of 6-10 mm for Main hull and 4 to 6 mm for Superstructure blocks. Towards the same the vendor has to indicate adequate skilled Resource Allocation. The resource allocation is to be indicated in table below and complete tabulation of skilled manpower & QA team is to be shown separately in addition. Given the highly skilled nature of the work and it's direct bearing on the performance of the ship which is a project of national importance, a minimum of 75% skilled manpower is to be deployed of the total deployed manpower.
- b) The Committed Minimum underwater hull units Erection rate is A KEY QUALIFICATION criteria and congruence to the same will be evaluated by the above Resource Allocation. Detailed justifications and work plan are to be submitted in support of the same. The TNC may call for additional details, these will be evaluated and assessed by TNC. Finding of TNC will be Binding on the vendor.
- c) Unjustified delay in work, as the case may be, in the past (in GRSE or outside) would also be taken into consideration for qualifying the vendor.

5. Drawings / Documents

Following drawings are to be referred during work: -

- a) Offset Table
- b) Block drawings
- c) Seating Drawings
- d) Structural drawings
- e) Docking Plan
- f) Drawing Detail of Scallop, Notches, Collar Plates & Welding'
- g) GRSE proposed QAP for hull erection
- h) NDT Plan

6. GRSE's Scope of Supply

- a) Underwater hull units
- b) All consumables including power, water, weld consumables, gas, compressed air and ceramic back strips.
Firm to submit projected weld consumables & industrial Gas requirement to GRSE one month before commencing erection job.
- c) All relevant drawings and seat materials.
- d) MS Plates & sections / Flat Bars for supports and temporary stiffening.
- e) Paint & Primer for requisite application.
- f) Crane with slings & shackles (including driver)

7. Sub-Contractor's Scope of Supply

- a) All tools and tackles, Hydraulic Jacks of adequate capacity, induction electric type grinding machine, welding machine (for at least 65% MIG/MAG welding with RCCB protection) along with accessories like cable, holder, grinding wheels, etc. as well as safety gadgets viz. welding screen, gas goggles, hand gloves, gas hoses, helmets, safety belt, flash arrestor, etc. wherever required for erection has to be made available. Transportation of material, erection aid and consumables are to be arranged by the subcontractor by means

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of transporter or Battery operated trolley (no hand Trolley will be allowed). Clamps for scaffolding. For transportation of temporary structure of more than 5T, GRSE will provide transporter with driver/operator.

- b) Any other material not listed in para-6 above.
- c) Minimum 04 DMR – 249A qualified welders in GMAW/ FCAW process in 2G & 3G position.

8. WORKMANSHIP

- a) Erection / Fabrication of underwater hull units shall be of good workmanship. All structural members must match with drawings.
- b) Welding leg length and edge preparation to be as per drawing/document. Welders certified for DMR 249A must be deployed for all welding. Necessary certification of welders to be arranged by sub-contractor from appropriate authority at their own cost. Proper care shall be taken for welding and sequence followed so as to achieve minimum distortion. MIG MAG welding to be done to the maximum extent possible.
- c) Overall finished dimension of blocks and spacing of structural members shall be as per drawing. Dimensional report to generated and verified with Inspection Agency prior to cutting green material. Proper care must be taken during erection of blocks so that distortion is minimal. If distortion is beyond acceptance (NES) standard the same to be faired at no extra cost.
- d) Loss of parent metal on any surface caused by gas cutting/ chipping must be avoided. However, in case of such eventuality, with prior approval from inspection authority is to be repaired by weld deposition and subsequent grinding, before final inspection. Responsibility for cleanliness of blocks during erection rests with the contractor.

9. INSPECTION

- a) Inspection (including stage inspection) will be carried out by GRSE (QA). Alignment fitment, welding & overall dimensional checks will be offered by sub-contractor to GRSE along with internal QA report, who in turn will offer to WOT and IRS. Minor modification, if required, need to be carried out without extra cost.
- b) Non-destructive testing of welds by dye penetration tests UT & radiographic tests are to be carried out as per the requirement of GRSE/WOT & IRS. RT and UT will be arranged by GRSE. Necessary surface preparation to be carried out by vendor.
- c) QA plan for inspection to be prepared by contractor in consultation with GRSE (QA) and to be approved by GRSE.

10. SECURITY

All documents/ drawings of Hull blocks for GRSE Yard No. 3025 are of confidential in nature. All drawings/ documents issued to the contractor should not be copied and should be returned to GRSE on completion of work.

11. MANPOWER

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

- a) Skilled labour and manpower deployment as per para 4. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction programme. In case such a requirement becomes essential, the contractor will obtain written permission of Project Leader, GRSE.
- b) Similar details about engineers/ supervisors to be employed for the work.
- c) Tools and machinery available with sub-contractor or intended to be used.
- d) If firm is not capable of undertaking erection job for two ships simultaneously due to inadequate resources and work force, erection activity/PO for second ship and third ship will be given to alternate firms who are meeting the contractual guidelines.

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12. Table-1 : LIST OF ITEMS FOR ASWSWC SHIP Yd 3035

Under Water Hull appendages	Approx. Quantity
Fitment of sea tube, Sea Chest & associated gratings	7 nos.
Opening & Closing of Shipping route	320 SqM
Fitment of hanging / Sacrificial Anodes	46 Nos
Fitment of EM Log & Eco Sounder hull unit	2 Nos
Fabrication and Erection of Bilge keel / Spray rail / Skeg and similar underwater fittings (P&S)	01 no
Erection of ICCP Hull Unit	10 Nos.

13. As the design of the ship is progressing concurrently, there are updations necessitated due to considerations of structural design and firming up of design maturity. Accordingly, the above quantity are to be taken as indicative and for enabling the vendors to make an assessment. For the purpose of quotation the vendors are to quote per unit weight / tonne. Table of method of quotation to be seen.

14. MODIFICATION/REWORK:-

Modification/rework charges at 120% of the applicable rate will be payable in case of changes/ modification at the behest of GRSE/due to changes in drawing in units already fabricated and certified. However, this will have to be done under written instruction from AGM/DGM (Hull) & AGM/DGM Hull Design jointly & a separate mention is to be made in WDC. Any rework arising out of defective workmanship will not be paid for.

15. PLANNING & PROJECT MONITORING

- (a) Contractor should draw up and submit 'Erection Schedule' within one week of placement of order to GRSE as per projected requirement as per COMMITTED MINIMUM ASSURED ERECTION RATE.
- (b) Contractor must identify a coordinator ear marked personnel for close liaison with GRSE.
- (c) Scheduling & Resources: The monitoring of the resources deployed as per the Committed Minimum Assured Erection tonnage would be evaluated regularly.
- (d) Reviews: GRSE will review the progress of work on a weekly basis with site in charge of vendor to monitor progress vis-a-vis schedule. During this interaction all holdups related to progress of work will be discussed and resolved.

16. RESOURCE ALLOCATION & TIME ON TASK

It is essential to maintain and ensure time on task. Daily attendance record is to be taken. Late comers will not be permitted to enter and early departure, without valid reasons counter signed by site in charge, is not permitted. Towards the same Contractor has to submit the unit wise Daily Manpower Allocation (Supervisor & each grade wise) to the Site-in-Charge, on daily basis before the start of the shift. In addition following records to be maintained at site:-

- (a) Welder traceability register, tracing all works (especially) important and critical works to each welder
- (b) Lifting lugs,
- (c) Unit wise RT/UT Records
- (d) Electrode Baking Register,
- (e) Material Reconciliation
- (f) Any other requirement that would be indicated by GRSE.

17. If any material issued by GRSE to the contractor is 'damaged / lost' and is not usable, the cost of the material plus over head charges will be recovered from contractor as per the costing estimate section. The recovery

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charges will be communicated to SCC Dept. Any rectification work on account of poor workmanship will have to be carried out by the contractor at no extra cost.

18. In case of rejection due to faulty workmanship of contractor, cost of material plus overhead charges will be recovered from the contractor as per the costing done by GRSE and intimated to AGM SCC for recovery.
19. Contractor shall carry out the survey /site visit of the location prior to bidding

20. Communication Mechanism: Vendors are free to contact GRSE personnel as appropriate. Firms are required to communicate to GRSE in unambiguous terms, issues affecting production in order to ensure speedy resolution of the same.

a) Communication is to be by email to PL/ AGM Hull Planning, the nodal officer for the contract. The specific contacts and the escalated level of contacts are as follows

Table-2

	First level of contact	Escalated level of contact
Production, material Issues	Mgr/DM Plate Preparation shop(for plates), DM (SBS_ for electrode_	AGM MW
Inspection Issues Welder Qualification	DM/ MGr QA, SM QA	DQM QA/
Contractual Issues	DM/ M Contract	AGM/ SM Contract
Design	DM Hull Design	SM Hull Design
HR, Wages, PF, ESI Passes,	Mgr HR	SM HR/ AGM HR
Bills	DM Finance	SM/DGM Finance SLP
Safety	Safety Officer	AGM IEP

(b) Email IDs of specific officers will be intimated at the time of PO placement Vendor is also to intimate mobile numbers and emails ids of all their contact persons

(c) **Catch up Mechanism:** To meet the production target, vendor will have to make arrangement for additional manpower/ time. Work in Shift system may also need to be adopted to meet the project dates. This will be intimated in writing in the event of failure of schedule. The shift system is to be implemented within 2 weeks of intimation.

21. PLANNING: Contractor should submit "Erection Schedule" to GRSE as per availability of items at GRSE. The same will be studied by GRSE for matching with GRSE's construction program and contractor shall accommodate changes as required by GRSE. If required, contractor will be allowed to work beyond normal hours and even on Sundays/holidays.

22. Erection schedule: Following would be the schedule of Block/Unit erection

- a) For Units : Up to 1 T – 10 days
More than 1 T – 15 days

23. Misc. points:

a) Statutory HR requirements

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

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

- ii) Similar details about engineers/ supervisors to be employed for the work.
- b) Hindrance Register to be maintained by the sub-contractor and put up for approval by the Project Leader on weekly basis.
- c) **Safety** : The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel.
- d) A Planning coordinator to be nominated and intimated in writing to AGM SCC, PP&C and QA for close liaison with GRSE.

24. Method of quotation

- a) L 1 will be selected based on each line items at **Table No.3.**
- b) L2 vendors may be engaged by GRSE for each ship as per frontage of work for erection. Given the nature of the work that is dependent on the weight of units and amount of outfitting therein and most importantly on the ability of the vendor to deliver, the vendor undertaking/displaying progress and completing their works will be loaded with next works.
- ii) The vendor emerging L1 as per Table No. 5 below (and L 2/L3 vendors who may express willingness to work as L1 price and to whom work will be subsequently awarded also) will undertake the works as per progress of work. Progressive Loading will be as per work progress / completion of respective vendors.
- iii) To ensure that this line wise least price is appropriate & reasonable, conditions of freak low quote and justifiability of the line wise price will be as per GRSE assessment, as assessed by PNC. This decision of PNC will be binding on the vendor.

Table-3 :

Sl.	Job title	Appx. Quantity	Unit of measurement
3.	Fitment of sea tube, Sea Chest & associated gratings	7	Nos.
4	Opening & Closing of Shipping route	320	Sq.M
5	Fitment of hanging / Sacrificial Anodes	46	Nos
6	Fitment of EM Log & Eco Sounder hull unit	2	Nos.
7	Fabrication and Erection of Bilge keel / Spray rail / Skeg and similar hull appendage fittings (P&S)	01	No.
8.	Erection of ICCP Hull Unit	10	No.

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25. WORK DONE CERTIFICATE

The stages of work done for Erection / consolidation work will be as follows

Table-4

Sl	Stage	WDC Issuing Authority
1	Initial fit-up /set up / Opening as applicable supported by Berth/QA/WOT report and job completion certification by concerned Hull Officer	PL or nominated officer
2	Final Inspection including NDT / Hose test etc. supported by Berth/QA/WOT report and job completion certification by concerned Hull Officer	PL or nominated officer

WDC will be done by PL nominated personnel. Invoice to be submitted to PL for certification. In case WDC issued by PL, invoice will be certified by AGM/GM (MW)

26. Payment terms :

- i) 30% of value calculated on the basis of UOM of the units after successful completion of stage as mentioned in Sl. 1 of Table 4
- ii) 70% of value calculated on the basis of UOM of the unit after completion of stage as mentioned in Sl. 2 of Table 4



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्ते (एसटीएसी)

(1) **Integrity Pact समग्रताअनुबंध (For the value of Contract more than Rs. 2.0 Cr.):**
Not Applicable for this tender.

(2) **Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -**

- a) i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC), Udyog Aadhar Memorandum (UAM) valid till 31.03.2022 or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC, UAM or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.
- c) Following facilities/benefits will be given to MSEs :-
(i) Issue of Tender sets free of cost.
(ii) Exemption for payment of Earnest Money Deposit.
(iii) Relaxation may be given in prior Turnover and prior Experience criteria.
(iv) 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.
- d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate/ UAM (valid till 31.03.2022) /NSIC is mandatory failing which the benefit will not be accorded.
(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.
(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.



- (iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.
- e) **Non-Divisibility of Tenders:-** In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate/ Udyog Aadhaar Memorandum (UAM) valid till 31.03.2022.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
(i) For proprietary MSE, proprietor(s) shall be SC/ST.
(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

- i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.
- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to



GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.

- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. 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.
- vi. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 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 पीएफ़ का अनुपालन):** - If ESI & PF of the engaged labourers 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):**
Workmanship will be guaranteed for satisfactory performance for a period **as stated in NIT.** Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.



(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 those minimum criteria failure to comply with which the bid shall stand rejected.

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

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

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

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

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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 –9. 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 –9. 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 (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) 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: 2011.
- (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 contractor's premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
f) Infidelity of contractors.
- If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor / recovered from their dues.
- (17) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS: -**
a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
c) Details of technical personnel deployed for the job.
d) Monthly progress report.
e) Log book for re-work/ modification.
f) Details of materials brought by vendor along with copies of challan.
g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.
- (18) **WORKING HOURS:**
The Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same at no extra cost.
- (19) **INDIVIDUALITY OF THE CONTRACT:**
This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.
- (20) Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.



(21) **SECURITY OF INFORMATION: -**

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

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

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

(23) **CONTRACT WORKMAN WAGE PAYMENT: -**

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

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

(25) **INSPECTION: -**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE 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.

Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid



reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(26) CORRECTION OF ERRORS:

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

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

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

(27) FORCE MAJEURE:

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

(28) TERMINATION OF CONTRACT: In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

(29) DAMAGE OF MATERIALS / EQUIPMENTS: The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence



and / or any reason whatsoever by the contractor's man. The cost of damage will be suitably recovered from vendor's bills.

(30) **OFFICE & STORAGE SPACE:** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However, space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(31) **ARBITRATION (मध्यस्थता): -**

- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.



vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

viii. The language of the proceeding shall be in English.

(32) **JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.

2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



FORMAT FOR TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) **Details of Executed relevant jobs :**

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-4

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

Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs. In Lacs)
1	2020-21	
2	2019-20	
3	2018-19	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on -----(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 are found inappropriate, I/We are fully aware that the offer submitted by our firm / contract awarded to our firm/company namely M/s -----will be rejected/cancelled by M/s GRSE, and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

Signature -----

Name -----

Designation: -----

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

Date:

Signature of Bidder with Seal.



ANNEXURE-6

PRICE ESCALATION DETAILS

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

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

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

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

The methodology for price escalation is as follows:

The calculation for escalation will be based on the changes in minimum daily wage rates circulated by HR dept., GRSE Ltd. as per Notification of Ministry of Labour & Employment, Govt. of India.

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

The Average minimum daily labour wage rate w.e.f. 1st October, 2022 is "Rs. A" (say)

The Average minimum daily labour wage rate w.e.f. 1st October, 2023 is "Rs. B" (say)

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

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

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

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

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



ANNEXURE-7

Guidelines of Vendor Rating System & Performance Evaluation mechanism for job loading

A brief description of the process is given in the succeeding paragraphs.

Vendor rating will be carried out in SAP. The assessment will be a mandatory comprehensive 4-tiered assessment of each vendor before generation of any service entry sheet of Service related PO. The *four* tiers are Production (PL), PP&C, QA and HR.

1. **Brief Description of Vendor Rating:** Each HOD's, *other than HR*, will have to assign respective officer, responsible to assess performance of Service Vendors for respective Yard / Project for particular type of activity. *For HR one dedicated officer will be assigned to provide vendor rating for 'Submission of ESI/ PF etc., adherence to safety norms & IR related issues'*. For instance, in Production, service entry is made by PL of the ship *and therefore, he will provide rating for related service vendors*. PP&C will assign the Officer looking after the project and QA can assign officer accordingly *to provide rating for related service vendors*. Once assigned for a project, the form will have to flow seamlessly from one assesse to the next *as per the Flow Chart in Annexure-I*.

2. Before generation of any Service Entry Sheet against any service related P.O., Rating on Performance of any vendor to be vetted by assigned personnel of GRSE's respective depts. in a sequential manner as furnished in the above-mentioned Excel file. Rating for some of the parameters to be automatically taken from SAP. Weightage (in %) has been assigned against each of the 10 parameters. Average of all ratings against respective parameters to be calculated by the system to calculate Final Rating. Final Rating for each parameter will be calculated as follows:

$$\frac{\text{Average of all Ratings X Weightage (already assigned)}}{100}$$

3. Total Rating will be summation of all respective Final Ratings against each parameter. Final Rating for each parameter will be calculated as follows:

$$\frac{\text{Average of all Ratings X Weightage (already assigned)}}{100}$$

4. Total Rating will be summation of all respective Final Ratings against each parameter.



5. **Proposed mechanism for using Rating for Loading:** Having arrived at the rating of the vendor, which is a score on a 1-5 scale, the following mechanism can be used for considering loading the vendor.

(i) Sl. No.	(ii) Name of Vendor	(iii) Vendor Code	(iv) Value of P.O. Placed during last FY	(v) T/O of Vendor	(vi) Rating	(vii) Recommended Value limits
1					1-5	(iv) x (vi)/3* Or 40% of (v)

* Median value 3 is taken since scale is 1-5.

- Loading on a firm is a function of 2 indices, namely, past performance (rating) and financial strength (T/O).
- Should there be a case, where the Past POs on the firm are not available/ inadequate, 40% of T/O can be used to estimate loading limits.
- Rating higher than 3 indicates above par performance. Accordingly, previous year value limits can be enhanced if score is above 3 and reduced if score is below 3, proportionately.
- If the above condition is met, the distribution among vendors should be in line with the ratings (column vi) given to them, with a caveat, that it will be the endeavor of the Project Group that minimize idle time of the vendors.
- Adoption of guidance rates also enables staggered loading of vendors. While the total work content is known, vendors need not be loaded with the total work on commencement. A monthly/ quarterly load may be given. Additional load will be given on completion of previous load.

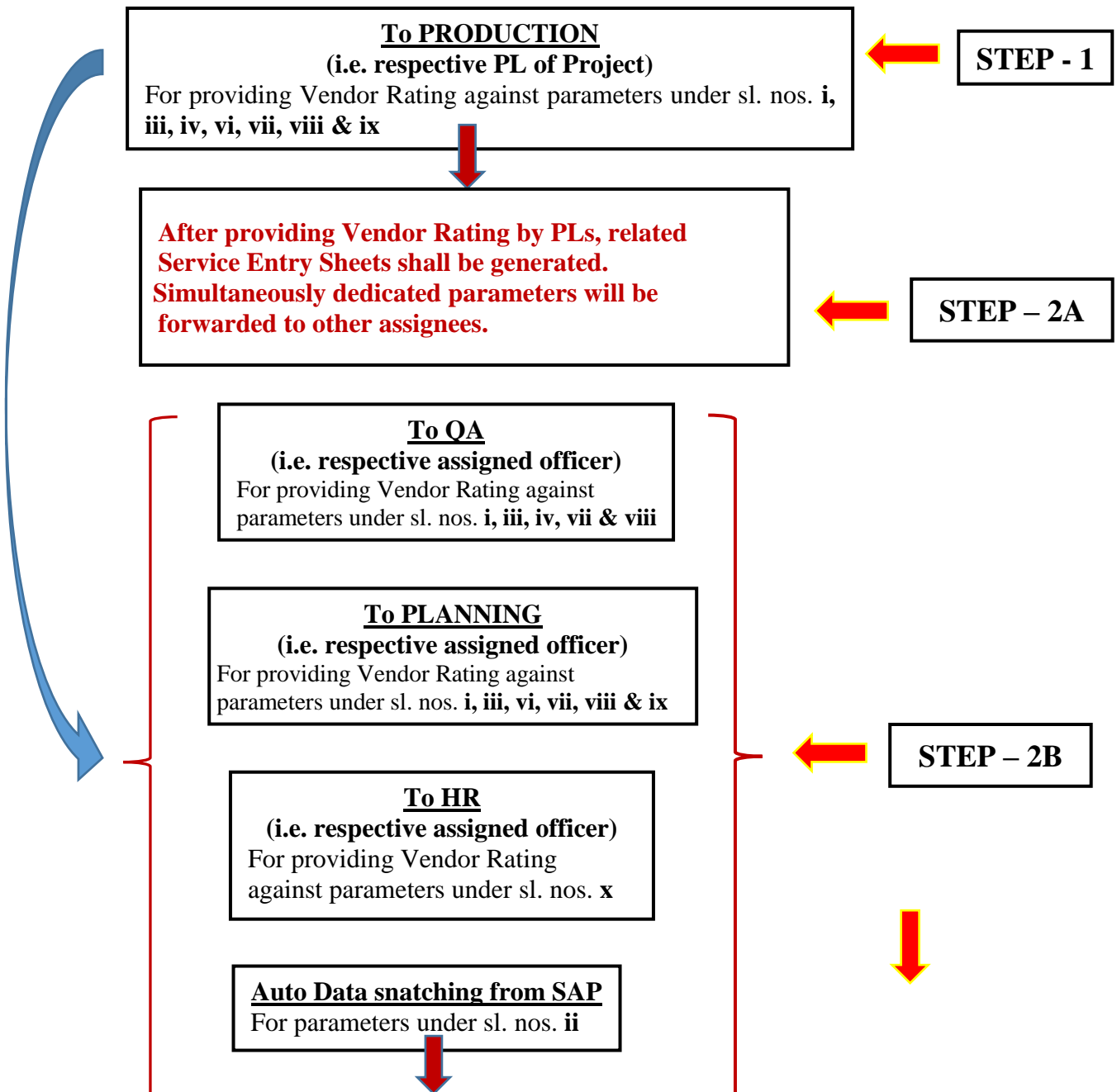


Format for Rating of Vendors' Performance by GRSE Internal Depts. against each Service P.O.

Purchase Order No. with Date	Sl. No.	Parameters to assess Performance of any Vendor against execution of their Service related Purchase Order	Performance Rating					Weightage (%)	Final Rating			
			Sequence of respective GRSE Internal Dept.s' vetting with Shop No. / Yard No.				Production			Q.A.	Planning	H.R.
			Gradation of Vendor Rating : Very Good-5, Good-4, Average-3, Below Average-2, Poor-1									
	i	Quality of Material / Service	Yes	Yes	Yes	Not Reqd.	15	(Average of all X Weightage) / 100				
	ii	The number of rejections / modifications / improvements, affected to the product / service to meet the laid down specifications.	System Generated (Ratings are given below): For 0 & 1 Rejection - Vendor Rating 5 For 2 Rejections - Vendor Rating 4 For 3 Rejections - Vendor Rating 3 For 4 Rejections - Vendor Rating 2 For 5 & more Rejections - Vendor Rating 1					10	(System Generated Rating X Weightage) / 100			
	iii	The quality systems adopted, superiority of the process involved and the Quality Assurance (QA) methods to achieve the end product / service.	Yes	Yes	Yes	Not Reqd.	5	(Average of all X Weightage) / 100				
	iv	The overall effectiveness/independency of the QA Department and the quality management of the Suppliers / Service Providers	Yes	Yes	Not Reqd.	Not Reqd.	5	(Average of all X Weightage) / 100				
	v	Delivery of materials / completion of work within contractual delivery / completion period.	Completion Time initially mentioned in P.O. X 5 / Actual Time of Completion				20	(System Generated Rating X Weightage) / 100				
	vi	Submission of Security Deposit, compliance to stage commitments, wages and other statutory liabilities	Yes	Not Reqd.	Yes	Not Reqd.	5	(Average of all X Weightage) / 100				
	vii	Equipment / Infrastructure owned by the firm and adherence to safety norms	Yes	Yes	Yes	Not Reqd.	10	(Average of all X Weightage) / 100				
	viii	Capable person employed	Yes	Yes	Yes	Not Reqd.	10	(Average of all X Weightage) / 100				
	ix	Planning capability and execution	Yes	Not Reqd.	Yes	Not Reqd.	10	(HR Rating X Weightage) / 100				
	x	Submission of ESI/ PF etc., adherence to safety norms & IR related issues.	Not Reqd.	Not Reqd.	Not Reqd.	Yes	10	(Average of all X Weightage) / 100				
							Total Rating	Average of all Final Ratings				



Before generation of Service Entry Sheet in SAP, flow of the above-mentioned Format to the respective departments will be in following manner:



- **Total / Final Vendor Rating will be calculated as per preset logic based on above collected data and moderated by GM (QA, VD & IEP).**
- **The same will overview only by CGM(PP&C), GM (QA, VD & IEP) and AGM(Sub-Contract) (i.e. all the vendor ratings vetted by each assignee).**
- **All assignees will be able to see vetted vendor ratings till generation of Final Vendor Rating.**
- **No one, including all assignees, other than above mentioned three senior officers, will be**



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)			

GRSE Bill Certifying Authority

Signature of
with Designation



ANNEXURE-17 "A"

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

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



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



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

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



Sl. No.	Relevant 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 ' <i>The Payment of Bonus Act, 1965</i> ' is to be maintained by the contractor for submission of Annual Return as per the Act.



**RESPONSIBILITIES OF CONTRACTORS OVER AND
ABOVE THE STATUTORY REQUIREMENTS**

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