



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

Address:- 43/46, Garden Reach Road, Kolkata-700 024

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CINसी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT) cum e-REVERSE AUCTION

निविदा आमंत्रण सूचना (एन. आई. टी.) सह ई-रिवर्स नीलामी

Garden Reach Shipbuilders & Engineers Limited, a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors to submit **single stage two part (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/MB/OT(P)/Block Fab/029/N.RA-0515 Dated 08.07.2022
Job Title कार्य का नाम	"RATE CONTRACT FOR BLOCK FABRICATION WITH STEEL AND ALUMINIUM ALLOY FOR VARIOUS SHIPBUILDING PROJECTS INSIDE GRSE PREMISES" to be executed as per SOTR No: TS/Hull Block fabrication/H/RBD/21 Rev.6.0 Dated 23.05.2022 (Annexure I)
Tender issuing Dept. विभाग द्वारा जारी	Contract Cell (संविदा विभाग)

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

SCHEDULE सारणी		
Pre Bid Meeting बोली-पूर्व बैठक	20/07/2022 at Main Works Conference Room, GRSE Main Unit.	14.00 hrs
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	25/07/2022	12:00 hrs
Tender Due Date निविदा जमा की अंतिम तिथि	29/07/2022	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि	01/08/2022	14:00 hrs
Due date and time for start of e-Reverse Auction	Will be intimated to qualified bidders after Techno-commercial evaluation	
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	60 days from date of completion of e-Reverse Auction	



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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	₹ 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	₹ 5,00,000/-* (Five Lakhs Only)
Security Deposit (SD) प्रतिभूति	3 % of Work Order Value (inclusive of GST)*
PBG पी बी जी	3% of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	½ % per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Stage wise Progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	Individual item basis through e-Reverse Auction

***Note:** Bidders are required to submit EMD amount as Bid Security in the form of DD/ Pay Order against this tender as per the Clause 4 of STAC (Annexure-2). In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD and Tender Fee.

Non-submission of EMD & Tender Fee or a valid MSE/NSIC certificate may lead to offer rejection. The submission of EMD 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.

Firms having registration with valid NSIC certificate 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 firm if the value of purchase orders greater than the monetary limit.

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र: please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure Related to tenders of Sub-Contracting Activities

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria
Annexure 5 संलग्नक-5	Format for – Disclosure by Contractor of existing work load and proposed execution plan of this tendered job



Annexure 6 संलग्नक-6	Format for Self-Certification regarding blacklisting/Tender Holiday
Annexure 7 संलग्नक-7	Format for - Integrity Pact
Annexure 8 संलग्नक-8	Price Escalation Details Guideline
Annexure 9 संलग्नक-9	Contractors Responsibility (Appendix –A, B & C)
Annexure 10 संलग्नक-10	General Requirement (Appendix –D)
Annexure 11 संलग्नक-11	Fire & Safety Guidelines (Appendix –E)
Annexure 12 संलग्नक-12	Special conditions of contract
Annexure 13 संलग्नक-13	Check List for Bill submission
Annexure 14 संलग्नक-14	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	Format for - Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17 संलग्नक-17	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 18 संलग्नक-18	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

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

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रायित दस्तावेज	
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3	Technical Acceptance format as available with NIT after being downloaded and filled up
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 3
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 4
7	Disclosure by Contractor of existing work load and proposed execution plan of this tendered job as per format at Annexure 5
8	Self-Certification regarding blacklisting/Tender holiday as per format at Annexure 6
9	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31 st Mar'21 in support of Financial Eligibility.
10	PAN /TAN , GST, Labour License Certificate, Registration Certificate of the Company with ROC



11	Integrity Pact (refer clause 01 of STAC)
12	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
13	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.
14	Copies of registration with PF, ESI authorities.
15	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
16	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)

The Bidders should mention the following in the Commercial Matrix of NIT:

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

The Bidders not registered for Sl. No. 15 & 16 above, should apply for registration of the following facilities in portals as per directives of the Government of India.

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

Registered Vendors with GRSE need not upload documents at Sl. No. 10 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.

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

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>
2	Integrity Pact	Within 03 days from opening of Part I bid

Note: Above mentioned original Negotiable Instruments as stipulated, to reach the office of Addl. General Manager, 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 (preferably through speed post /courier service).

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

(A) Tenure of Contract अवधि: The Rate contract will be valid for a period of **02 (Two)** Years from the date of placement rate contract order. The contract period may further be extended for a period of 02 (Two) years as per the GRSE project requirement. The contract period may also be reduced as per requirement & discretion of GRSE Ltd.



(B) Mobilization Period लामबंदी अवधी- **10 days'** from date of placement of LOA/Purchase Order will be given for commencement of work. In mobilization period the contractor shall complete the initial mobilization of his workforce, tools and equipment for executing the job. The contractor should also arrange entry passes for his employees as per GRSE's security procedures. No excuse for delay in commencing the work on this account will be entertained.

(C) Job Starting Date कार्य आरम्भ तिथी - Job is to be started immediately after mobilization subject to availability of site clearance, 1st lot of matching material and drawings.

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

The Delivery date will be counted from the date of supply of first lot of processed matching material. Vendor has to muster the delivered material and shortfall, if any, to be reported to respective Plate Preparation Shop and PP&C (HP&IP) within 05 days of receipt of material.

The period of fabrication and delivery to GRSE for various blocks with fitment of outfit items are as follows:

SI No	DMR/MS/IS/AH 36 blocks (Weight category)	Job completion time for DMR blocks (in Days)	Job completion time for MS/IS/AH36 blocks (in Days)
1	Up to 30 Ton	30	24
2	More than 30 Ton up to 50 Ton	50	40
3	More than 50 Ton up to 80 Ton	80	64
4	More than 80 Ton up to 130 Ton	120	96
5	Above 130 Ton	150	120
NOTE:	For critical blocks like bottom blocks and nose blocks, additional 15 days of construction period will be applicable		
	Aluminium blocks (Weight category)	Job completion time for Aluminium blocks (in Days)	
6.	Up to 2 Ton	30	
7.	More than 2 Ton up to 10 Ton	65	

(In case outfit items are to be fitted, vendor may be intimated for collection of items 15 days prior to scheduled completion date of block).

Hindrances in fabrication due to non-availability of GRSE supplied processed material will be checked and certified by AGM/DGM (HP&IP) or his Nominated Officer and the delay will be considered for the total period of fabrication and the purpose of calculation for LD.

(E) Record Keeping अभिलेखरक्षण - The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection and update the same on regular basis which shall be checked / verified by GRSE on demand.



(F) Quality Assurance Authority गुणवत्ता आश्वासन प्राधिकारी: GRSE (QA) Dept./ GRSE
Nominated inspection Agency/ Vendors internal QA Team/ WOT/ Class for Ships build to
Class, as applicable.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

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

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

Guarantee / Warranty is applicable for a Period of **12 (Twelve) months** from the date of final Inspection of the job. The details are as per clause 08 of STAC (Annexure 2).

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed with all taxes & duties (excluding GST) for the entire contract period till completion of work for 02 (two) years. 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 stipulated period of contract for 02 (two) years.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि -

No escalation whatsoever will be considered under any circumstances within the **02 (Two) years** of Contract period. However, in case of GRSE requirement for extension of contract period, escalation on the established rate may be applicable for a period of another 02 years. The escalation of rates will be applicable on the established rates as detailed in Annexure 8.

The escalated rates will be applicable for a period of another 02 years and will only be applicable for the portion of work started/executed after completion of 02 years and where the delay is not attributable to the contractor.

ARTICLE 11 अनुच्छेद-11: FREAK LOW QUOTES अतर्कसंगत भाव -

The Details are as per Article 21 (j) (xiii).

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

Offer should be valid for **60 days** from the date of completion of e-Reverse Auction.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOTR (Annexure 1) will not be accepted. However in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE, then suitable loading factor for such deviation on the price quoted by the bidder will be formulated during technical/commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.

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

L1 bidder will be decided on individual item basis through e-Reverse Auction. However in case of loading the price due to any commercial deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article 13 above.



2D & 3D Bending job for respective blocks will be the responsibility of steel Block Fabricators. Hence all steel Block fabricators has to execute the Bending job as per established rates against this tender.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of rate contract. The selected Bidders has to execute the required quantity at same rate and terms & Condition up to variation (+) **300%**. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.

The tentative quantity for 02 (Two) years period against this tender is as detailed below:-

Sl. No.	Description	Quantity (Ton)
1	Fabrication of DMR Steel Blocks	2800
2	Fabrication of DMR Steel Blocks with supply of Gases	1200
3	Fabrication of MS/IS/AH-36 Blocks	250
4	2D Bending	800
5	3D Bending	400
6	Fabrication of Aluminium Blocks in RBD or, Main works in GRSE	45

Note: a. The L1 bidder will be decided for individual item basis for DMR, MS/IS/AH-36 and Aluminium blocks fabrication. The above qty. is tentative & will be loaded according to phase wise project requirement & discretion of GRSE. No claim from individual vendors will be accepted in this regard.

b. The Steel block fabricators should mandatorily quote for 2D & 3D Bending. Otherwise, there bids will be rejected.

c. Submission of bids only for 2D & 3D bending will not be considered and rejected.

d. In case of block fabrication with Re-use of skids the established rates will be reduced by 12% for payment to the fabricators.

e. The seat fabrication & erection of inbuilt seats that are released with blocks, are to be carried out by block fabricators. The weight of such seats are considered as part of block weight & payment will be released as per the established block fabrication rate of concerned block.

f. Except inbuilt seats, other seat fabrication & erection job may be loaded separately on block fabricators and to be carried out by block fabricators. The payment of such seats will be done as per the existing established rates for seat fabrication & erection prevailing during that point of time.

g. For some Al-alloy blocks, there are steel coaming made of DMR249A high tensile steel which are fitted by 'ADVEL' rivets or 'TRICLAD' Al-steel transition joints. The same is to be fitted during fabrication stage. In such cases, the Equivalent weight of AL will be considered for the DMR parts and Vendor will be compensated accordingly. Equivalent Wt. of AL is 1/3rd of DMR weight.



h. GRSE also retains the right to supply pre-fabricated panels. In the event the pre-fabricated panels are supplied then 75% of the weight of pre-fabricated panels will be deducted from the weight of block for calculating applicable payment to the vendor.

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 farther processing. If any bidder qualifies for trial order, price bid of such bidder shall not be opened prior to successful completion of trial. Trial order will be awarded at established L1 rate.

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

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC).

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

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य -

Rate contract for the subject job at GRSE will be established with item wise L1 bidder first.

Subsequently, considering the requirement of parallel rate contract, GRSE Ltd. at its discretion may distribute the item wise jobs between **02 (Two)/ 03 (Three)/ 04 (Four)** parallel contractors. The established rate with L1 bidder will be offered to the other bidders as per their chronological ranking based on their quoted price (L1, L2/L3, L3/L4...) and by distributing the job in the tentative ratio of

60:40/ 50:30:20/50:30:10:10. The 2D & 3D bending work will be distributed in combination with fabrication job where, the item of fabrication will rule the distribution pattern.

In case of requirement / poor performance by engaged vendors, other qualified bidders may also be engaged for execution of job at established rate and the ratio mentioned above may be changed.

The established L1 rates for 2D & 3D bending has to be accepted by the steel block fabricators for work execution.

The number of vendor for engagement in parallel will be at the sole discretion of GRSE and No claim from individual vendors will be accepted in this regard.

Individual purchase orders to the vendors will be issued as per requirement of GRSE.

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

a. Technical Criteria तकनीकी मापदंड -

Bidders should be conversant with block fabrication and/or Erection relevant to Shipbuilding and Ship Construction procedures so that they could adhere to the GRSE / Naval and Class requirements & specifications while carrying out fabrication of hull & super structure blocks.



The following are to be submitted in support

- (i) **For Steel** : Work Order copies in support of the bidders' experience and past performance on fabrication and/ or erection work on ships/vessels/pontoons for IN/ICG/DPSU's in high tensile steel like DMR 249 A, AH36 or Mild Steel last 03 years ending on 30th June, 2022. Quantum of fabrication and, or erection successfully executed in any 01 year period during last 03 years should be in excess of 100 Tons for steel block fabrication/erection.
- (ii) **For Aluminium** : Work Order copies in support of the bidders' experience and past performance on fabrication work of Aluminium during last 06 years ending on 30th June, 2022. Vendors having experience in only Aluminium Block fabrication can be considered for loading only Aluminium blocks.

Satisfactory Work Completion Certificates indicating the work order numbers, issued by the party for whom the work is done. GRSE has the right for cross verification of authenticity of the said documents whenever felt necessary.

- (iii) The bidder should give self-certification (as per Annexure-6) 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 30.06.2022. 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-6, the bidder will be treated as non-responsive and their offer will be rejected.

(Documents mentioned in above clauses to be submitted with Techno-commercial bid)

b. Financial Eligibility Criteria वित्तीय मापदंड –

For Steel :

1. Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31st March 2021 should be at least **Rs. 6.60 Crore**.



For Aluminium :

1. Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31st March 2021 should be at least **Rs. 24.0 Lakhs**.

Requisite formats attached with NIT as Annexure 3 & 4 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 or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. **Independent External Monitors (IEM) आई.ई.एम -**
Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.



The communication details of the IEMs are as follows:-

(A) Shri Bam Bahadur Singh,

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

(B) Shri Pidatala Sridhar, IRS (Retd.)

Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

8. **Integrity Pact (समग्रताअनुबंध) :**

The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-4. The "Integrity pact" duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp.

9. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
10. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
11. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
12. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25% of PO value. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
13. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
14. A Bidder is allowed to submit only one Bid under any capacity / status.
15. It is a two-part bid hence request not to quote anything pertaining to price in technical bid. In case of submission of indication of price in any form in the techno-commercial bid (other than price bid) then such offer will be considered as rejected.



16. Difficulty in submitting the bid:

- a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Smarak Sikdar, MGR (PP&C), Mobile no. +91 7595046425 /e-mail: (Sikdar.Smarak@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, SR. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata @grse.co.in/** GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
17. **E-mail Address for communication** संचार हेतु ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

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

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with 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 07 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 07 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) General Guidelines and Process Flow for Tender cum e-Reverse Auction
साधारण मार्गदर्शन एवं निविदा सह ई-रिवर्स नीलामी की विधी प्रक्रिया :

- i. On scheduled date & time of Opening of Price bid of techno-commercially qualified bidders in e-procurement portal, the e-procurement system will evaluate and shows only the itemwise L1 price. The name of L1 bidder does not get revealed in portal to anybody.
- ii. e-Reverse Auction will be initiated only amongst the techno-commercially qualified bidders to whom the communication will be sent from e-procurement system in due course after opening of price bid and on scheduling of e-Reverse Auction.
- iii. e-Reverse Auction will be conducted by GRSE through M/s. National Informatics Centre (NIC), the e-procurement service provider of GRSE. There will be no separate fees for participation in e-Reverse Auction.
- iv. After opening of the Price bids, a e-Reverse Auction platform will be created by M/s. NIC, service provider to GRSE for conducting the e-procurement process. No indication will be available in the portal to anybody regarding number of bids and names of the bidders.
- v. The start bid price is net landed price (without GST) on which the auction will be initiated.
- vi. The reduction have to be made by the participated bidders as per the decrement value or in multiple thereof. The maximum seal percentage in one go will be fixed.
- vii. The start bid price, decrement value & maximum seal percentage will be communicated amongst the techno-commercially qualified bidders after publication of schedule for e-Reverse Auction.



- viii. The initial period of e-Reverse Auction will be for 30 (thirty) minutes. There will be auto extensions of time, every time by 30 (thirty) minutes in case of any reduction recorded in the last 5 (Five) minutes. The e-reverse auction will come to a close only when there is no further reduction recorded in the last 05 (Five) minutes or thirty-minute slot, as applicable for the auto extensions of time.
- ix. System provides bidder details along with bid documents at the end of e-reverse auction process. The log details (Auction Hall History) of the entire e-reverse auction process will be generated by the system once the process of e-reverse auction is completed.
- x. If a bidder does not submit his bid in the e-Reverse Auction, the price quoted by him in the initial price bid shall be considered as the valid price of that bidder. The status of the bidder (L-1, L-2 etc.) shall be evaluated considering either the bid price submitted in e-Reverse auction or the Price quoted in the price bid, whichever is lower.
- xi. Server time shall be the basis of Start time & Closing time for bidding and shall be binding for all. This would be visible to all concerned.
- xii. On expiry of the closing of the e-reverse auction, the bid history showing all the last valid bids offered along with name of the bidders shall be published. All participated bidders shall have the facility to see and get a print of the same for their record.
- xiii. If the lowest price received during e-reverse auction is unreasonable or it is unacceptable on ground of being too low compared with GRSE estimated price, then GRSE reserves right to seek justification of the price from the lowest bidder. If the Lowest bidder fails to justify their price, the obtained lowest price will be rejected and re-tendering will be done. In case of re-tendering, the lowest bidder will not be allowed for submission of bid.
- xiv. In case the lowest bidder express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and bidder may be evaluated for tender holiday by the Company.

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.



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 07 GRSE working days from the tender closing date.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू

उपधारा –

i. **Security Deposit प्रतिभूति जमा –**

Non-interest bearing security deposit of **3%** of total order value (inclusive of taxes) against each Purchase order is to be deposited in the form of DD / BG within 15 days of receipt of Purchase Order. The clause is elaborated at clause 05 of STAC.

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) –**

- (a) WDC shall be duly certified by AGM/DGM (Hull) RBD/MW or Project Leader or his/her nominated officer, or, AGM/DGM (Hull Planning) or, his nominated officer duly supported by QA inspection notes and Weighment Certificate of the block where the blocks are being fabricated.
- (b) For outfitting work carried out by Vendor after completion and shifting of block from fabrication Site, the WDC shall be certified by AGM/DGM (Hull)/ AGM/DGM (Hull Planning) or his nominated officer or, PL of respective Yard or their nominated officer of the respective GRSE unit where the outfitting work is carried out.
- (c) The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs (as given to the subcontractor by GRSE) and the actual dates of start & completion.
- (d) In case of delays, the duration along with numbers of delayed days/weeks shall be specified in respective WDCs to invoke L.D. and effect recoveries from the contractor's invoice. Any recovery towards usage of GRSE resources is also to be indicated in WDC.
- (e) WDCs will be issued based on inspection certificates for the following stages of work:
 - (i) Stage I- Skid Inspection of block
 - (ii) Stage II -50% of Sub Assembly production of block
 - (iii) Stage III -Fabrication & Internal Dry survey of block
 - (iv) Stage IV - Completion of Outer Hull Dry Survey, Pressure test of tanks and radiography test of the block.



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

Bill to be certified by PS P17A/ GW (MW)/ GM (RBD)/ his Nominated officer.

iv. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills are to be raised by stage wise progressive basis considering the check list for bill submission attached with this document as Annexure – 13. Bills are to be submitted along with supporting documents (Work Done Certificate copy) 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/- for first return & Rs.1000/- for subsequent return of bill with inappropriate documents will be charged.

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

(i) The certified bill amount (with full GST) for actual work done will be paid as progressive basis as per the stages mentioned below within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority, PS P17A/ GW (MW)/ GM (RBD)/ his nominated officer & with satisfactory Work Done Certificate. Recoverable from contractor, if any, is to be adjusted from respective stage payment 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.

a. For fabrication of structural blocks:-

I. Payment of 10% after Skid Inspection of block.

II. Payment of 20% after 50% of Sub Assembly production of block.

III. Payment of 50% after fabrication & internal Dry survey of block.

IV. Payment of 20 % after Completion of Outer Hull Dry Survey, Pressure test of tanks and radiography test of the block.

b. For 2D & 3D Bending:-

100% on job completion

(ii) 3% of the bill amount will be retained from each bill & released after expiry of guarantee period duly certified by Bill Certifying Authority or on submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.

(iii) Work done certificate shall not be required for release of performance bank guarantee/ 3% retention amount.

(iv) Payment will be made on actual certification basis through ECS/NEFT mode.

vi. **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.



vii. **Recovery Charges उगाही शुल्क:**

a) Welding electrodes not exceeding 4% of block weight will be provided as free issue. In case vendor requires additional welding electrode due to adoption of wrong welding practices, penalty equivalent to the cost of additional welding electrodes used beyond 4% of block weight will be imposed on the vendor.

b) If any wastage of material happens while executing bending work by vendor, then the cost of material will be recovered from vendor.

c) Any additional expenditure incurred by GRSE on account of poor workmanship by the vendor, that cost will be recovered from the vendor.

viii. **Modification/Rework सुधार/पुनः संस्करण:**

a) 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 blocks already fabricated and certified as per Inspection stage in QAP. However, this will have to be done under written instruction from GRSE and a mention to this effect is to be made in WDC. Any rework arising out of defective workmanship will not be paid for. [Note: For replacement of any portion through modification work, payment @120% rate will be paid for the weight of modified/rework done. For cutting/dismantling of the earlier done work (before modification) will not be considered as rework/mod work].

b) Inspection will be carried out by GRSE nominated officer before start of modification to ascertain the Scope of modification to be carried out in fabrication stage.

ix. **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.

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

ARTICLE 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. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 03 days from opening of Part I bid.



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: PRE BID MEETING बोलीपूर्व बैठक -

The pre-bid meeting will be held on **20.07.2022** at MW Conference Room of GRSE (Main Unit) from **02:00 p.m.** to discuss the detail scope of work of the tender. The Contractors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by **18.07.2022** positively.

Information to participate in pre-bid meeting and queries, if any should be forwarded in time to following mail ID:

- i) Manna Basak, MGR (Contract), e-mail: Basak.Manna@grse.co.in

AGM (CONTRACT)

अपर महाप्रबन्धक (संविदा)



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION AND SUPPLY OF STRUCTURAL BLOCKS AT GRSE	SOR No. TS/Hull Block fabrication/H/RBD/21
Group: Hull		Rev: 6.0
Inspection: GRSE QA WOT/CLASS	Drawn by: S Sikdar, DM(PPC) Date: 23/05/2022	Checked by: Mr. Utpal Sinha DGM (PP&C)

1. **INTENT**

It is the intention of GRSE to enter into a rate contract for fabrication and pre-outfitting of Hull blocks for P-17A Frigate, ASW-SWCs and other ships under construction at GRSE and also for any future projects. The fabrication is to be done inside GRSE at Main Works and/or at RBD. These hull blocks are three dimensional in shape, of mostly longitudinally framed construction with decks having sheer and / or camber. Blocks may be of DMR 249A Steel, other shipbuilding grade Steel or Aluminium. Plate thickness varies from 3.15 mm to 80 mm for DMR/MS. Average plate thickness is 4mm/4.5mm for Aluminium.

2. **TECHNICAL QUALIFICATION CRITERIA:**

Bidders should have undertaken similar works. Bidders should be conversant with block fabrication and/or Erection relevant to Shipbuilding and Ship Construction procedures so that they could adhere to the GRSE / Naval and Class requirements & specifications while carrying out fabrication of hull & super structure blocks.

The following are to be submitted in support

- (a) **For Steel and DMR:** Work Order copies in support of the bidders' experience and past performance on fabrication/erection work on ships/vessels/pontoons for IN/ICG/DPSU's in high tensile steel like DMR 249 A, AH36 or Mild Steel last 3 years ending on 31st JUNE, 2022. Quantum of fabrication successfully executed in any 01year period during last 03 years should be in excess of 100 Tons for steel block fabrication.

For Aluminium : Work Order copies in support of the bidders' experience and past performance on fabrication work of Aluminium during last 6 years ending on 31st JUNE, 2022. Vendors having experience in only Aluminium Block fabrication can be considered for loading only Aluminium units.

- (b) Satisfactory Work Completion Certificates indicating the work order numbers, issued by the party for whom the work is done. GRSE has the right for cross verification of authenticity of the said documents whenever felt necessary.



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3. CONTRACTOR'S (VENDOR'S) SCOPE OF WORK

- (a) The blocks are to be fabricated in accordance with block fabrication drawings.
- (b) For some Al-alloy blocks, there are steel coaming made of DMR249A high tensile steel which are fitted by 'ADVEL' rivets or 'TRICLAD' Al-steel transition joints. The same is to be fitted during fabrication stage. In such cases, the Equivalent weight of AL will be considered for the DMR parts and Vendor will be compensated accordingly. Equivalent Wt. of AL is 1/3rd of DMR weight.
- (c) Outfit items as listed below (material will be supplied by GRSE) are to be fitted as per drawings by the Vendor:
 - (i) Manholes, hatches, EES, Arch Openings, doors, rungs & ladders.
 - (ii) Bollards, fairleads, open and closed chocks etc.
 - (iii) Tank/ Bhd. / Deck/ shell penetration pieces and sea tubes. All openings to be temporarily closed with pipe joints.
 - (iv) Fabrication and erection of equipment seats
 - (v) Lifting Eye Plates for Equipment (scope includes load testing)
 - (vi) Naval and Hose Pipes
- (d) Seat fabrication and erection of inbuilt SEAT, that are released with Block are to be fabricated and erected in block. The weight of such seats will be considered as part of the block weight and vendor shall be compensated accordingly.
- (e) Seat fabrication and erection job loaded on block fabricator separately are also to be carried out by block fabricator. The Compensation for such seats shall be as per the established rate of Seat fabrication and erection in GRSE.
- (f) Transportation of Processed piece parts from Plate Preparation Shops (PPS) and profiles, Outfit items from GRSE (stores) are to be arranged by Vendor.
- (g) Transportation of loose material/ panels/blocks within GRSE will be the responsibility of the vendor. Crane for lifting and Transporter (KAMAG/TOMAC/PONTOON) for transportation of blocks shall be provided



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by GRSE at no additional cost. Manpower and hot work assistance during transportation of blocks are at vendor's scope.

- (h) GRSE will unload the blocks at berth/ dry dock/Pontoon with assistance from contractor. Ensuring safety and securing of the block while turning / loading / unloading & during transportation, will be the responsibility of the vendor.
- (i) APT of tanks and compartments as indicated and Water Pressure Test of tanks to be carried out with fresh water at design pressure as per testing plans. Standards/ Drawings will be provided by GRSE.
- (j) Dry Survey of compartments as per GRSE laid down standards/ QAP.
- (k) **Curved Plates:** GRSE reserves the right to supply Curved plates in flat form. Vendor will be required to bend those plates as per bending details provided by GRSE and use those for fabrication of Blocks. List and weight of such pieces will be provided along with Block details. Hydraulic press of GRSE may be used for bending plates on chargeable basis. If any wastage of material happens while executing bending by vendor, then the cost of material will be recovered from vendor. As per norms, the bending inspection will be undertaken by firm's internal QA.

Note: - In event GRSE supplies plates in curved form, the charges for plate bending will not be applicable.

- (l) Ship Reference line/water line marking to be punched on Deck & Bulkhead and certified by GRSE QA / WOT (Kol.) for erection of outfitting items.
- (m) Fabrication and erection of Lifting and Turning Eyes for Blocks are in the scope of Vendor. Guidance drawings will be provided to selected/ short-listed vendor. Eye plate welding is to be checked with DP Test. Fabricated and Erected lifting and turning eyes will be considered as part of Block weight and vendor will be compensated accordingly.
- (n) Keel sighting arrangement (if required) for blocks to be made. Readings to be taken every 15 days and their record to be maintained.
- (o) Supply gases required for Welding and cutting in RBD



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- (p) GRSE also retains the right to supply pre-fabricated panels. In the event the pre-fabricated panels are supplied then 75% of the weight of pre-fabricated panels will be deducted from the weight of block for calculating applicable payment to the vendor.

4. DRAWINGS

In addition to Block drawings referred in para 3, other drawings, as listed below need to be referred during fabrication of Blocks.

- Offsets table
- Block Division
- Welding details.
- Drawings for fitting various outfit items.
- Standard structural details
- Radiography, Ultrasonic & Non-destructive testing requirement
- GRSE proposed QAP for hull construction.

5. CONTRACTOR'S SCOPE OF SUPPLY

- (a) Adequate skilled operatives, officers & supervisors to meet the steel through put of minimum 400 Tons (Block weight excluding skids & other support structure) in 90 calendar days. The requisite skill sets required are as follows:

Sl.	Skill	Requirement
i	Structural fitter	ITI or Min 02 years' experience
ii	Composite Welder (Gas/Arc)	welder qualification for respective material & classification society
iii	Grinders	02-years work experience

Indicative Minimum requirement of skilled personnel required to be deployed in each Block of loaded block is given below: -

- 01 Set of Marker, 03 Set of Fitter
 - 04 Welders, 04 Gas cutters, 04 Grinders
- (b) Vendor is to have a dedicated and qualified QA and the QA officer is to forward all requests for inspection along with copy of Vendors' internal inspection report. The qualification for the QA inspectors is as follows:



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Hull Inspection	Diploma in mechanical/ civil with past Naval experience or ship building experience in established shipyard for minimum three years is mandatory.
NDT	At least one NDT level II (RT& UT & DPT) Diploma in Mechanical / Metallurgy with minimum three years' experience in the established test lab.

- (c) All temporary fasteners, Nuts and bolts for Steel and AL. Block SKID etc. required for fabrication and transportation are to be provided by subcontractor and fitted by sub-contractor.
- (d) All scaffolding materials required for fabrication of blocks have to be arranged by the contractor. Any such materials available with GRSE may also be used at free of cost.
- (e) Material handling equipment like Hydra for loading/unloading plate parts and fitment of the same, where EOT crane is not available to be provided by Vendor. Driver/Operator for available EOT Cranes in GRSE Shops to be provided by Vendor. Safety Checks of the equipment & driver/operator to be ensured by the vendor.
- (f) All safety gears for vendor's workmen are to be provided by vendor and a qualified Safety officer to be deployed for the block fabrication work in Main Works and RBD/Work place.

Energy efficient DC welding machines of reputed make with synergy & pulse function to be brought in by the contractors. Cutting equipment with flash back arrestor to be brought in by vendor. Duly calibrated and certified Pressure regulators, pressure gauges, any other machine, equipment, material and consumables not covered under para – 6, are also to be arranged by contractor. Details of consumption of weld consumables are to be maintained and submitted for GRSE scrutiny on a regular basis.

- (g) Pump required for water pressure test and vacuum test to be arranged by the sub-contractor.



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Inspection: GRSE QA /WOT/CLASS	Drawn by: S Sikdar, DM(PPC) Date: 23/05/2022	Checked by: Mr. Utpal Sinha DGM (PP&C)

- (h) All gases required for Cutting and welding for Block fabrication at RBD. Gases required for Steel and Aluminium Welding for example Argo-Shield and Argon for Block fabrication at MAIN Works
- (i) Welding consumables for fabrication of Aluminium blocks. Only approved electrodes are to be used.

6. GRSE'S SCOPE OF SUPPLY

- (a) Processed plates of DMR 249A or steel duly blasted, primed and cut to size by GRSE or Aluminium piece parts, Aluminium extruded panels.
- (b) AVDEL rivets, theoflex compound, Tri-clad Al. alloy steel transition joint.
- (c) Curved SKID profiles, DMR 249A, steel or aluminium Sections required for fabrication of hull blocks in approximate 6 – 10 M length as rolled.
- (d) All skid material and fabrication aid, tie members, strong backs for Steel and AL. Block fabrication.
- (e) Primer with thinner for touch-up after welding & preservation.
- (f) At times, uncut but blasted & primed steel or Al. plates, not exceeding 5% of total block weight, would be supplied and the same would have to be cut by the contractor. Mainly these plates would be for seats and minor structures.
- (g) Fitting out items as listed in para-3(d).
- (h) Raw material for fabricating lifting lugs with doublers.
- (i) Transporter (KAMAG/TOMAC), crane for transportation of blocks to be provided by GRSE at no additional cost.
- (j) Three copies each of block drawings along with material list.
- (k) Oxygen and DA for Block fabrication in Main Works
- (l) Weld consumables for Steel, DMR including Ceramic Back Strips.
- (m) Infrastructure for fabrication including crane. Vendor will be required to position and operate these cranes with operators having past experience.
- (n) Electricity, compressed air and water at designated distribution points.
- (o) Staging material as held in Main/RBD in as is where condition.
- (p) Dynamometer for load testing of lifting eye plates if required.
- (q) Pontoon for River transportation or Suitable Transporter for Road transportation of Blocks between Main and RBD



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7. WORKMANSHIP

- a) Fabrication of Hull blocks should be of good workmanship and meet GRSE laid down standards. All structural members must match with drawings. Green material for stiffeners for matching with adjacent blocks should be provided as shown on drawing.
- b) Welding leg length and edge preparation to be as per drawing/Welding details at para 4 (c). All welding must be done by welders qualified for respective grade of steel or Aluminium as applicable. These vessels being of fine hull form construction, proper care should be taken for welding so as to achieve minimum distortion, well within limits laid down in the GRSE standards. MIG welding to be done to the maximum extent possible. All Dye penetration test to be carried out at contractors' cost.
- c) WPS/PQR as established in GRSE for the grade of material are to be strictly followed.
- 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 it is to be repaired by weld deposition and subsequently grinding, before despatch. The block are to be touched up, especially the areas affected by welding / gas cutting / grinding with shop primer. Straightening of pre-fabricated items like beams, girders, sections, etc. to be carried out before fitment/erection on the block.

Any additional expenditure incurred by GRSE on account of poor workmanship by the vendor will be recovered from the vendor.

- e) All structural members at the abutting edges of Hull block are to be kept unwelded for a length of 150-300mm from ends for ease of matching with corresponding members of adjacent blocks.
- f) Overall finished dimension of blocks and spacing of structural members should be as per drawing. Deviation/deformation, if any, has to be within the limit, as per GRSE laid down standards.
- g) The blocks are to be provided with one waterline mark and one-line parallel to the fore - aft line.



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- h) The contractor has to take necessary action to preserve the fabricated panels. Thin coating of primer up to 20 microns is permitted.
- i) Proper care must be taken during transportation of these blocks and transit damages, if any, must be rectified by the contractor at GRSE free of cost. There shall not be any deformation post cutting of additional supports/members required for transportation. Any deformation found will be rectified by the vendor at no extra cost. Else GRSE may carry out necessary rectification on chargeable basis.
- j) QA Plans for inspection to be prepared by contractor in consultation with GRSE (QA) and to be approved by GRSE within 01 week of placement of order/ LOI.
- k) Contractor is solely responsible for the safety of their workmen. Contractor to ensure safe working condition at their work spot. Special care to be taken to provide wooden planks for working platform and rigid ladders etc. for inspection staff & surveyors.

8. INSPECTION

- (a) Inspection of blocks including stage inspection will be carried out by GRSE Inspection Authority. At least 02 days prior notice is required for offering inspection. Rectification, if any, recommended by Inspecting Agency / Agencies, will have to be carried out by contractor without extra cost, within the contractual time period. Minor modification, if any, need to be carried out without extra cost.
- (b) Before release of blocks, inspection report is to be certified by GRSE Inspection Authority. Accordingly, work done certificate will be issued by GRSE.
- (c) Stages of inspection will be as per approved QA Plan.
- (d) Tolerances will be as per Standard Naval Shipbuilding practices and QIP document. (QIP will be shared with interested vendors on NDA basis)



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- (e) Non-destructive testing of welds by radiography and dye penetration tests will be carried out by GRSE(QA). Marking of X-Ray will be done by GRSE Inspection Authority.
- (f) Inspection Authority: -
- i) GRSE (QA rep)/ GRSE nominated inspection agency.
 - ii) Warship Overseeing Team (WOT).
 - iii) Class for ships built to Class – IRS for ASWSWCs
*Class may be different for New Ships

9. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS (IPR)

- (a) All information given to the Contractor for execution of this order are Intellectual Property of GRSE and are to be treated as Confidential. All technical information, drawings, specifications & other related documents forming part of this work are property of GRSE & shall not be used for any other purpose except for execution of this order.
- (b) No information, drawing or document shall be copied, transcribed, traced or reproduced in any form to a third party and used in any other form whatsoever without GRSE's prior consent in writing, except to the extent required for execution of this order. The Contractor shall ensure to return all inputs received at their office at the end of engagement. Any violation shall be considered as infringement of Intellectual Property Rights of GRSE. The Contractor shall be bound by Official Secrets Act promulgated by Government of India. The Contractor shall submit a Non-Disclosure Agreement with GRSE to this effect, after placement of order.

10. MISCELLANEOUS

- (a) DMR and/or Aluminium Welder to be qualified and certified by GRSE for non-Class ships and Class for Class ships (for DMR blocks and Aluminium blocks respectively)
- (b) Min. 75% of deployed manpower should be of skilled category (Welders/fitters).



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- (c) All materials received by Contractor vide Challan are to be mustered to ensure that there is no shortfall between physical supply and Challan. Shortfall if any to be intimated within 05 working days of material delivery.
- (d) All outfitting items supplied by GRSE must be fitted in the block. A reconciliation report to be submitted prior to final inspection. Any clarification required on drawings must be obtained from GRSE within 05 days of receipt of drawing.
- (e) Before delivery, all tanks are to be properly cleaned, dried and preserved and then boxed up. All openings are to be properly covered with polythene sheet.
- (f) Processed plates/sections and flat bars for blocks weighing up to 50T will be normally supplied in 2-3 lots. All material to be lifted within 04 working days from the date of issue of notice by GRSE.
- (g) Pro-rata progress, as per delivery schedule of block will be checked on weekly basis. In the event of any undue delay, GRSE will have the right to withdraw the block(s) from the vendor and impose penalty as deemed fit. Such action may also call for blacklisting the vendor.
- (h) The contractor is responsible for upkeep of the work area. The shop/work area shall be kept neat and clean at all times. Garbage and scrap are to be segregated and deposited at the space earmarked by GRSE.
- (i) Welding electrodes not exceeding 4% of block weight will be provided as free issue. In case vendor requires additional welding electrode due to adoption of wrong welding practices, penalty equivalent to the cost of additional welding electrodes used beyond 4% of block weight will be imposed on the vendor.



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11. DELIVERY

Delivery date will be counted from the date of supply of first lot of processed matching material. Vendor has to muster the delivered material and shortfall, if any, to be reported to respective Plate Preparation Shop and PP&C (HP&IP) within 05 days of receipt of material.

The period of fabrication and delivery to GRSE for various blocks with fitment of outfit items are as under:

DMR blocks.

- (i) Up to 30 T - 30 days
- (ii) More than 30T up to 50T - 50 days
- (iii) More than 50T up to 80T - 80 days
- (iv) More than 80T up to 130T - 120 days
- (v) Above 130 T - 150 days

For critical blocks like bottom blocks and nose blocks, additional 15 days of construction period will be applicable.

The Job Completion time will be 20% less for MS blocks

Aluminium blocks

- (i) Up to 2 T - 30 Days
- (ii) More than 2 T up to 10 T - 65 Days

(In case outfit items are to be fitted, vendor may be intimated for collection of items 15 days prior scheduled completion date of block).

Hindrances in fabrication due to non-availability of GRSE supplied processed material will be checked and certified by AGM/DGM (HP&IP) or his Nominated Officer and the delay will be considered for the total period of fabrication and the purpose of calculation of LD.



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12. WORK DONE CERTIFICATE

- (a) WDC shall be duly certified by Shop officer/Project officer/A/DGM (Hull) RBD/MW or Project Leader or his/her nominated officer, A/DGM (Hull Planning) or his nominated officer duly supported by QA inspection notes and Weighment Certificate of the block where the blocks are being fabricated.
- (b) For outfitting work carried out by Vendor after completion and shifting of block from fabrication Site, the WDC shall be certified by A/DGM (Hull)/PL of respective yard or their nominated officer of the respective GRSE unit where the outfitting work is carried out; or A/DGM (Hull Planning) or his nominated officer.
- (c) For fitment of outfit items, the Weight of the items shall be considered with the overall weight of the block for remuneration to vendor.
- (d) The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs (as given to the subcontractor by GRSE) and the actual dates of start & completion.
- (e) In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke L.D. and effect recoveries from sub contractor's invoice.
- (f) WDCs will be issued based on inspection certificates for the following stages of work:
 - (i) Stage I - Skid Inspection of Block
 - (ii) Stage II -50% of Sub Assembly production of Block
 - (iii) Stage III -Fabrication & Internal Dry survey of Block
 - (iv) Stage IV - Completion Outer Hull Dry Survey, Pressure test of tanks and radiography test of the Block



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13. MODIFICATION/REWORK

- a) 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 blocks already fabricated and certified as per Inspection stage in QAP. However, this will have to be done under written instruction from GRSE and a mention to this effect is to be made in WDC. Any rework arising out of defective workmanship will not be paid for. [Note: For replacement of any portion through modification work, payment @120% rate will be paid for the weight of modified/rework done. For cutting/dismantling of the earlier done work (before modification) will not be considered as rework/mod work].
- b) Inspection will be carried out by GRSE nominated officer before start of modification to ascertain the Scope of modification to be carried out in fabrication stage.

14. PLANNING& PROJECT MONITORING

- (a) Contractor should draw up and submit day-wise 'Block Fabrication Schedule' within one week of placement of order to GRSE as per delivery schedule of the Blocks to GRSE.
- (b) Contractor must identify a coordinator with financial and decision-making power ear marked for close liaison with GRSE.
- (c) 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. Schedule of reviews will be intimated in advance. Details as mentioned in Enclosure 1 is to be furnished by the vendor prior to each meeting.
- (d) If during such review it is found that, Vendor is not adhering to the required block fabrication schedule of GRSE, GRSE reserves the right to withdraw the job from the vendor at their risk and cost.



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15. METHOD OF QUATATION WITH TENTATIVE TONNAGE

Description	UOM	QTY
Fabrication of DMR Block in Main Works	Tonnes	2800 T
Fabrication of DMR Block in RBD/Main works with supply of gases	Tonnes	1200T
Fabrication of AL Blocks in RBD or MW	Tonnes	45 T
Fabrication of MS Blocks in RBD or MW	Tonnes	250 T
2D Bending	Tonnes	800 T
3D Bending	Tonnes	400T

Enclosure-1

The present status of each block/ is to be submitted 1-2 days before each meeting by Site engineer in the following format

	Block 1				Remarks
<u>MATERIAL ISSUE</u>					
	Total Qty	Recd. Qty			
Skid profile					
Processed plates					Any critical missing item
Profiles					
<u>Outfit</u>					
<u>PRODUCTION</u>	Total No	Erected			
Skids					
	Total	Fit up	Full welded	Taken on Block	
Sub-Assemblies					Also, status of sub-assemblies taken outside to be given by vendor
<u>Outfit</u>					
Seats, Manholes, ladders, etc.					



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PERSONNEL	As per vendor plan	Actual deployed	
No of personnel deployed			
QA & INPSECTION	As per schedule	Actual	
Inspection			Vendor to send status QA to respond
FINANCE	Submitted	Paid	
Bill submitted			
Drawing Query (if any)			
SAFETY & EQUIPMENT STATUS			
Workshop hygiene			Fire & Safety Officer to give input
Status of welding mc			
Status of Electrode Ovens			
Any other Issues			

Communication Mechanism: Vendors are free to contact GRSE personnel at all other times also. Firms are required to communicate to GRSE in unambiguous terms, issues affecting production in order to ensure speedy resolution of the same.

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.



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GLOSSARY OF TERMS

Block: An assembly of stiffened panels (typically 3-4), can go upto 150 tonnes. Maximum Size approx. 10 x 17x 10 mts

Stages of fabrication

S0: Plate cutting

S1: Fabrication of panels

S2: Fabrication of Blocks

S3: Outfitting of Blocks



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		PERFORMANCE EVALUATION MATRIX							
Main Parameter	Description	Marking (with explanation)					Remarks	Line Total /Max	
MATERIAL HANDLING	Crane/forklift Operations	1 (Unsat)		2 (Sat)		4 (Good)		To be filled with inputs from AM Production	/4
	Timely Response to plate lifting	1 (Unsat)		2 (Sat)		4 (Good)			/4
MANPOWER	Site/Top Management	0 (Unsat)	1 (Sat)	3 (Good)	4 (Very Good/ Pro-active)		To be filled with inputs from PS/ PL/ Contract Cell/PE Prod	/4	
	QA Reps	0 (Unsat)	1 (Sat)	3 (Good)	4 (Very Good/ Pro-active)		To be filled with inputs from QA	/4	
PRODUCTION									
Skilled Manpower	Skill level	0 (Unsat)	1 (Sat)	3 (Good)	4 (Very Good/ Pro-active)		To be filled with inputs from PS/ PL/ Contract Cell/PE Prod	/4	
Unskilled manpower	Responsiveness and conduct	0 (Unsat)	1 (Sat)	3 (Good)	4 (Very Good/ Pro-active)		To be filled with inputs from AM Production/PCO	/4	
Production Achieved in last month	If Loaded with > 200 tons	< 20 t	20-40 tons	40- 50 t	50-60 tons	> 60 ton	As per PP&C record Consideration to given of hindrances with inputs from PS/ PL/ Contract Cell/PE Prod	/25	
		0	4	10	15	25			
	If Loaded with 100 tons to 200 tons	< 15 t	15-25 tons	25- 40 t	40-50 tons	> 50 ton			
0		6	10	15	25				
	Outfit works, Seats, Manholes, ladders, etc.	0 (Unsat)	2 (Sat)	4 (Good)	6 (Very Good/)		To be filled with inputs from AM Production/PCO	/6	
QA & INPSECTION	X Ray failures	-4 (Unsat) Defects/ repetitive rejections	2 (Sat) Minor defects/ repairs required	4 (Good) Very less X Ray defects	6 (Very Good/ Almost Nil defects)		To be filled with inputs from QA	/6	
	Dry Survey	-2 (Unsat)		2 (Sat)		3 (Good)		/3	



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SAFETY EQUIPMENT STATUS	SAFETY	<u>-15 (Unsat, Proven Violation of Safety leading to major accident)</u>	2 (Sat)	3 (Good)	Fire & Safety Officer to give input	<i>13 (Major accident attributable to Vendor= -15)</i>
	Workshop/Work Area hygiene	0(Unsat)	2 (Sat)	4 (Good)	To be filled with inputs from AM Production/PCO	<i>14</i>
	Status of welding mc	0(Unsat)	2 (Sat)	4 (Good)		<i>14</i>
	Status of Electrode Ovens, cables, hoses, accessories	0(Unsat)	2 (Sat)	4 (Good)		<i>14</i>
SECURITY	<i>Unsat (If any proven security violation) -40</i>		SAT	1		<i>11 (Any proven Security Violation = -40)</i>



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्ते (एसटीएसी)

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

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

“The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract”.

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/- . The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE), quoting price within price band of L1+15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise (MSE) and such MSE shall be allowed to supply up to 25 percent of total tender value.
- iii. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.



- iv. In addition MSE firms will be entitled to avail the following benefits:
- Tender Documents will be issued free of cost.
 - Earnest Money Deposit will be exempted.
 - In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.

(3) Tender Fee (निविदाशुल्क): Non Refundable

- 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.
- 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.
- 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)

- 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.
- 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.
- 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.
- Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- Refund of Earnest Money Deposits
 - EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.



- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 01 year from the date of notification EMD will be forfeited.
 - c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.
- vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)
- EMD may be forfeited under the following circumstances:
- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
 - b. The bidder does not accept the correction of error in bid price as indicated in Clause 26 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 placement of Order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- 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 laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

(7) **GST REGISTRATION (जी एस टी पंजीकरण)**:- The vendor will have to submit copy of GST registration certificate along with the Technical bid. GST registration number is to be quoted in all bills.

(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 excel template format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But for break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

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):-

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



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

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

(13) FIRE & SAFETY PRECUATIONS अग्नि एवं संरक्षा सावधानियाँ –

The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in APPENDIX –E. 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 APPENDIX –E. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH &

SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (OHSAS 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

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

(16) INSURANCE (बीमा) :- The Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to –

- (i) Fire as per AIFT including EQ, STFI at contractors premises.
- (ii) Burglary including theft during storage at contractors premises.
- (iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- (iv) Loading & unloading including TP liability at all Fabricators premises.
- (v) Loss due to infidelity of contractors whilst in storage.
- (vi) Spoilage of material by contractors by any accidental reasons whatsoever.

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor / recovered from their dues. **(Not Applicable for this tender)**

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

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
- c) Details of technical personnel deployed for the job.
- d) Monthly progress report.



- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.
- g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

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

The Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same at no extra cost.

(19) INDIVIDUALITY OF THE CONTRACT (ठेका की वैयक्तिकता):

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

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

(21) SECRECY OF INFORMATION (सूचनाओं की गोपनियता):-

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 (स्वीकृत बिक्रेता का पंजीकरण):

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

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

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

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



(25) INSPECTION (निरीक्षण):-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall coordinate 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 (त्रुटी सुधार):

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

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

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

(27) FORCE MAJEURE (फोर्स मेज़योर):

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



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

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

(29) DAMAGE OF MATERIALS / EQUIPMENTS (समान/उपकरण की छति): The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.

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

(31) ARBITRATION (मध्यस्थता):-

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



the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii) The language of the proceeding shall be in English."

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

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



FORMAT FOR TECHNICAL ELIGIBILITY

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

Details of Executed relevant jobs (Ended on 30th June, 2022):

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



FORMAT FOR FINANCIAL ELIGIBILITY
(To be submitted on Company's letter head)

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

Financial Data for evaluating Financial Eligibility

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: i) Audited/certified reports for above FY to be submitted as supporting documents.



ANNEXURE-5

FORMAT FOR EXISTING RELEVANT WORKS

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

Details of Existing relevant jobs:

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



FORMAT FOR DEPLOYMENT PLAN FOR TENDERED JOB

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

Deployment plan for tendered job:

Sl. No.	Item Description	Proposed Type of Equipment & Machinery, Name of Site In-charge & supervisor	Proposed no of Skilled Operatives to be deployed (category wise)				Proposed completion schedule	Plan of action for resource mobilization
			USK	SSK	SK	HSK		
1.								
2.								
3.								
4.								
5.								

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



**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 30.06.2022 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 official Seal



INTEGRITY PACT

Between

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

Preamble

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

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

Section 1- Commitments of the principal

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

- a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.



- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The principal will exclude from the process all known prejudiced persons.

[2] If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

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

- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.



- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- e. The Bidder(s)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

Section 4- Compensation for Damages.

- 1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.
- 2) If the Principal has terminated the contract according to section 3, or if the principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.



Section 5- Previous Transgression

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

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

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

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

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

Section 8- Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.



- 3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /Subcontractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the contractor, The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.
- 8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- 9) The word `Monitor' would include both Singular and plural.

Section 9- Pact Duration:

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



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

Section 10- Other provisions:

- 1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place

Place

Date

Date

Witness 1
(Name & Address)

Witness 2
(Name & Address)



PRICE ESCALATION DETAILS

The initial established rates will be valid for a period of two years. Thereafter, escalation per annum 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.

On completion of 02 years of Rate Contract and in case of GRSE requirement for contract extension, the escalation will be applicable for 3rd & 4th year of contract period.

The portion of the job completed and pending portion 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 initial Rate Contract and for subsequent yearly basis.

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.

ii. The initial established rates “Rs. R” will be fixed for initial 02 (two) years from the start date of the Rate Contract.

iii. The escalation percentage on initial established rate “Rs. R” for 3rd year 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, Annual escalation percentage for 3rd year 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. $R + [(0.7R)*(B-A)/A]$

iv. Similarly, the escalation percentage on initial established rate “Rs. R” for 4th year 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, 2024 is “Rs. C” (say)

Therefore, Annual escalation percentage for 4th year will be $(C-A)/A$ %

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

The escalated Rate will be, Rs. $R + [(0.7R)*(C-A)/A]$

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



ANNEXURE-9

APPENDIX - A

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

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



APPENDIX - A

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



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

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



APPENDIX - A

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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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



DO'S & DON'TS FOR THE ENGAGING / USER DEPARTMENTS

➤ DO's FOR ENGAGING / USER DEPARTMENTS

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

➤ DON'T's FOR ENGAGING / USER DEPARTMENTS

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



ANNEXURE-10

APPENDIX-'D' **परिशिष्ट 'डी'**

GENERAL REQUIREMENTS सामान्य आवश्यकताएँ:

- (a) All your personnel will be subject to routine physical search and checking of Identity Cards at any time during the deployment.
- (b) During the engagement of Contractors, if anybody gets involved in any police case or gets himself involved with quarrel with GRSE employees or other contractor's workmen engaged in GRSE, his entry permit will be withheld forthwith.
- (c) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making gate Pass.
- (d) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.
- (e) No workman of the contractor will be allowed to join or participate in any Gate Meeting/ Demonstration inside or at GRSE Gate.
- (f) During the course of engagement with GRSE, if any individual's character is found to be not satisfactory, on verification of specific complaint received, entry permit will be withdrawn forthwith. Entry / Exit will be allowed only in presence of proper Supervisory staff of the contractor. No workman of the contractor will be allowed to loiter around in the yard leaving the specified space of work.
- (g). Police Verification Report of character antecedents duly verified by DIB in respect of all employees of contractors/Sub-contractors for operating in GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.
- This requirement is as per Official Secretariat Act, 1923 of Ministry of Home Affairs, Govt. of India.
- (h) One fully responsible and qualified Site In-Charge has to be posted at the site during progress of work.
- (i). The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and /or any reason whatsoever by the Contractor's men.
- (j). The contractor will work when the ship will be at FOJ/Main Yard/CPT Dry Dock/ any other place/Dock near GRSE in the event of work being carried out outside GRSE premises.
- (k) The contractor shall have to follow all the rules and regulations of other Docks/places in the event of work being carried out outside GRSE premises.
- (l). for any exigencies and for stock taking or for any other reason deemed valid by GRSE, GRSE reserves the right to suspend the work as required, without any compensation to the contractor.



SAFETY GUIDELINES TO BE ADOPTED BY THE CONTRACTORS AT GRSE PREMISES

1. General:

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

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

2. Safety Rules:

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

(ii) The necessary safety precautions, proper tools and equipment including personal protective equipment for contractors' men are to be arranged by the contractors for safety of the personnel employed by them. **The Site In-charge of the firm shall be accountable to**


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the respective Officer of the executing Department in all matters related to safety of their personnel at work including all activities carried out by them.

(iii) The Contractor shall take all reasonable precautions to prevent fire of any nature arising out of his operations and shall be held accountable for all damages from fire resulting due to adopting unsafe practices by any one on behalf of the contractor's firm.

(iv) Prior to taking part in the subject tender, the contractor firm has to assess all the safety hazards by visiting GRSE at site and Safety Assurance Plan must be submitted along with the technical bid.

(v) The indicative standard safety precautions are enumerated below to be adopted by the contractor firms:

a) Personal Protective Equipment (PPEs):

The contractor shall provide & ensure use of ISI marked Industrial Safety Shoes, Safety Helmets, Retractable type Full Body Harness (Double Lanyard), Welding Fume Respirator, Safety Goggles, Hand Gloves, Boiler Suits & other necessary Personal Protective Equipment (PPEs) depending upon the nature of job while at work.

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

- i. Prior to commencement of hot work, surrounding areas (including other side of the bulkhead & deck) shall be inspected for the presence of any inflammable materials and no Hot Work shall be carried out without obtaining Hot Work Permit from Fire Fighting Department of GRSE.
- ii. Adequate ventilation must be arranged while working in confined spaces throughout the period of carrying hot work.
- iii. Damaged gas hoses & welding cables should not be used for gas cutting & welding job. Gas cutting hoses & copper welding cables must be ISI marked of reputed make. **Use of Aluminium Welding Cable is prohibited during construction activities from fire safety point of view.**
- iv. The gas cutting hose should be separated from welding cables & electric cables.
- v. The welding holders, if energized, should not be left unattended.
- vi. All gas cutting torches shall be ISI marked of reputed make and must be fitted with standardized FLASH BACK ARRESTER.
- vii. Full insulated welding holders (ISI marked) shall be used in construction jobs.
- viii. During recess period (Lunch time and at the end of day's work) or when work is suspended for more than half an hour, the gas cutting hoses shall be disconnected from the cylinder valves and removed from ship's confined space and keep the same in an open area / Main Deck.
- ix. All gas equipment shall be subjected to "Water Dip" test daily, before taking those on board. A record of the testing to be maintained by the person carrying out such test.


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- x. Electric power shall be cut off from welding transformer end during recess period, at the end of day's work and whenever the work is stopped for at least half an hour.
- xi. During hot work activity at the overhead location and on the bulk head, a person must be deputed at the opposite side of hot work from fire safety point of view.
- xii. Use of LPG for gas cutting is strictly prohibited in the shipyard.

c) House Keeping :

- i. All inflammable wastes like cotton waste, plastic, broken wooden planks / parts, jute, cloth, electrodes packets, paper cartoon, refused cable insulation etc. should be removed by the contractors from the ship every day.
- ii. Gas cutting hose & welding cables shall not be used / laid on board in a haphazard manner and to be hanged properly on suitable hook / support towards avoiding fire & electrocution hazard.
- iii. AC Ducts are to be placed properly to avoid stumbling hazard on board vessels.

d) Electrical Safety :

- i. Portable Safety Hand Lamp (110 Volts) should be used on board vessel.
- ii. All electrical connections should be of permanent type as far as possible.
- iii. Industrial type Plug & Sockets shall be used for electrical connections.
- iv. Use of **Damaged Electrical Extension Board** (i.e. without having top part of the KITKAT FUSE, Plug & Socket) is **prohibited**.
- v. The 440 V / 220 V supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance.
- vi. 440 Volt supply lines should be taken at overhead location.

e) Safety during Painting :

- i. Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.
- ii. A board indicating "Painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.
- iii. While painting, a safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall only be used.
- iv. While painting in confined space / closed compartments, one person must be posted near the entry point for constant coordination with the person working inside the confined space.
- v. During spray painting activity, Work Permit to be taken by the contractor firm as per GRSE norms.


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f) Safety during Grinding :


- i. All grinding machines shall be provided with standardized & non-expired grinding wheels of reputed make and shall be fitted with protective metal guards during grinding job.
- ii. Use of **oversize** grinding wheel is prohibited.
- iii. All grinding wheels shall be of reputed brand & make and shall be stored / handled carefully prior to taking into use.
- iv. Damaged grinding wheel shall be replaced forthwith for avoiding likely hood bursting of the wheel.
- v. Suitable Safety Goggles / Transparent Face Shield to be used for protection of eyes against foreign body.
- vi. Double insulated type portable Grinding Machines to be used.

g) Safety while working at height

- i. Suitable scaffolding structure having working platform of adequate strength with fencing shall be provided for workmen for all works that cannot be done safely from the ground./ low level.
- ii. Damaged / defective wooden planks shall not be used for staging purposes.
- iii. Wooden planks are to be secured at both ends for preventing over turning of the planks.
- iv. Use of oil drums for staging purpose is strictly prohibited. The Steel Stools / staging materials are to be used for staging purpose and to be used in safe manner.
- v. While working at height, from where a person is likely to fall and injured, **retractable type Full Body Harness with double lanyard** shall be used with proper anchorage to the life line / rigid structure.

h) Safety during erection of scaffolding structure :

- i. The scaffolding platform shall be provided with suitable railing, toe guard & waist guard on each open side and shall be secured at both ends for preventing overturning of the planks.
- ii. All personnel, engaged for erection of scaffolding structure must wear safety belt.
- iii. All scaffolding materials such as steel tubular pipes, couplers are to be in good physical condition.
- iv. Stability of the scaffolding structure to be established before any person is allowed to work on the scaffolding platform.


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i) Safety while working on fragile roof (AC Sheets) :

- i. The AC Sheets dismantling activity shall be in compliance to the Rule 51 A of W.B. Factories Rules, 1958.
- ii. All the metal access ladders (if not available at site, in that case to be erected) shall be provided with IS / EN Marked vertical fall arrester for vertical ascending or descending of personnel from the fragile roof.
- iii. Sufficient number of dedicated Roof Ladders / Crawling Boards / Duck Ladders (Load Tested at 500 Kgs and manufacturers load test certificate to be submitted) shall be used on the fragile roof according to site requirements. All personnel, required to work on fragile roof, shall be well trained and conversant with the use of Roof Ladder / Crawling Board / Duck Ladder, as the case may be.
- iv. Overlay type P.P. Safety Net, having suitable mesh size, to be used underneath the working location for arresting inadvertent fall of man and materials (small nuts & bolts, broken asbestos sheets etc.) from height.
- v. The underneath area of work shall be cordoned with cautionary tape with a minimum site clearance of 5 mtr. in all direction from the location of work and sufficient number of Cautionary Notice (in Bengali & Hindi Language) to be displayed & maintained at site as stipulated in Rule 51 A (c) of W.B. Factories Rules, 1958.
- vi. IS / EN Marked Double lanyard Full Body Harness (with retractable attachment) and sufficient number of horizontal life lines to be erected above the fragile roof for anchoring of Full Body Harness during dismantling of asbestos sheets. If required, safety posts of adequate strength to be erected for laying of horizontal life lines for anchoring the lanyards of Full Body Harness.
- vii. Before starting of the job, the contractor must submit individual Medical Fitness Certificate against every engaged employee, issued by MBBS Doctor, in favour of the workers required to work at height declaring that all such worker(s) are fit to work at height.
- viii. Firm has to engage trained and experienced personnel at GRSE site and trade wise training / experience certificate of the individual concerned to be submitted to GRSE.
- ix. 'Safety Tool Box' to be conducted by the Site In-charge on regular basis prior to commencement of day's work and a register of the personnel attended the Tool Box Talk to be maintained at site with signature of the individuals, duly endorsed by the Site In charge of the firm.
- x. Suitable Scaffolding Platform with fencing, having adequate strength shall be provided for workmen for all works that cannot be done safely from the ground / low level.
- xi. "Height Work Permit" shall be obtained by the Site In-charge of the contractor's firm on daily basis, duly endorsed by the concerned executing Deptt. of GRSE & certified by GRSE Safety Department.


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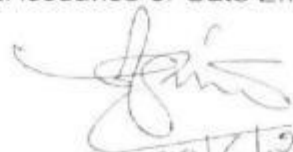
- xii. All roads and open areas adjacent to the work site shall be suitably protected by erecting vertical safety net and PVC woven cloth for arresting the fall of fragmented materials during dismantling activity.

j) Safety while working with Acetone:

- i. The persons while working with Acetone must wear impervious gloves and flame retardant antistatic protective clothing. For handling in a closed ventilation, the persons must wear safety glasses with side- shielded.
- ii. Do not undertake any Hot Work (including grinding / drilling) in the vicinity of vapour, if formed and also do not use Electric switches. Safety clearance similar to hot work in extant is to be followed i.e. Work permit system should be implemented by concerned Department with a copy to Fire/ Safety Department before starting any job.
- iii. In case of spillage of Acetone, soak up with inert absorbent materials (e.g. Sand, Saw dust) and shovel into suitable container for disposal. Do not use sparking tools. Do not allow product to enter sewer or waterways. Use personal protective equipment. Remove all sources of ignition. Ensure adequate ventilation.
- iv. During normal handling, ensure all equipment is electrically grounded before beginning transfer operation. Ensure adequate ventilation. Do not allow product to contact skin, eyes and clothing. Do not breathe vapours. Keep away fire, sparks and heated surfaces. Keep container tightly closed in a dry and well ventilated place. Do not use plastic buckets, which may lead to spillage.
- v. Keep all Acetone containers in a well-ventilated space. Empty container may retain product residue including flammable or explosive vapours. Store in area designed for storage of flammable liquids.
- vi. Do not cut, drill, grind or weld near full / partially full or empty product containers. Keep away from heat and source of ignition.
- vii. Re-open used container with caution. Containers which are opened must be resealed and kept upright to prevent leakage.
- viii. Provide local and general exhaust ventilation to effectively remove and prevent build-up of and vapours or mists generated from handling of the product.

k) Deployment of Trained Employees by the contractors:

- i. Each contractor has to depute trained & experienced personnel in the respective trade(s) for working at GRSE Site.
- ii. Contractor has to submit requisite trade training certificate of the individual to the executing dept. before commencement of job & issuance of Gate Entry Permit.


2016/2018



1) Safety during Handling / Storage / Disposal of Oil Drums and Hazardous Wastes:

- i. The oil drums shall be handled in such a manner so that no damage to oil drums takes place / spill on the ground.
- ii. The oil drums should not be rolled on the ground. It should be carried with the help of proper trolley.
- ii. Oil drums should not be left / kept in haphazard manner, instead it should be stored at dedicated storage place.

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

- (a) Each contractor firm shall be solely responsible for any untoward incident arising out of adopting unsafe practices while working at GRSE premises and in the event of any accident happening in the yard, resulting in physical injury to the contractor personnel or loss of lives or otherwise damaging any part of the property, the contractor shall be required to make good the loss to the Company and shall be responsible for all consequences that follow from loss and / or injuries to the persons involved in such accidents / litigation expenses or litigation consequences etc.
- (b) It will be liability of the contractor firm to ascertain the standard safety precautions for discharging his work as per the prevailing safety standards in GRSE. The decision of GRSE Management in all matters concerning to safety, shall be final and binding on the contractor.
- (c) For compliance of requisite safety norms, **each contractor firm will deploy their own qualified Safety Officer** at GRSE site.
- (d) On completion of work in any location (either on-board / in the yard), the contractor firm or his agents must ensure that the place is left in a reasonably clean state and all scraps are transferred to nearby scrap-bins / removed from GRSE premises as per terms and conditions.
- (e) GRSE reserves its right to suspend the work in the event of the contractor not complying with the rules / instructions with regard to safety practices for which no claim of any kind will be entertained. The executing department or the Head of Safety Dept., upon his satisfaction that the Contractor is not conforming to the safety requirement(s), **may direct stoppage of work** and require the Contractor to remedy the defects or supply the Omission/s as the case may be. The Contractor shall not proceed with the work until his compliance with such directions to the satisfaction of the executing department or the Head of Safety Department.


20/6/2018



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

Sl.No.	Type of violation	Penalty (in Rupees)			Penalty
		1st instance	2nd instance	3rd instance	4th instance
(i)	Any worker not having / not using PPEs properly	1000/-	1500/-	2000/-	Discontinued / debarred
(ii)	Use of defective / non IS PPEs	2000/-	3000/-	5000/-	Discontinued / debarred
(iii)	Found adopting Unsafe Act (wilful violation of safety norms)	5000/-	7500/-	10000/-	Discontinued / debarred
(iv)	Creation of unsafe condition	5000/-	7500/-	10000/-	Discontinued / debarred
(v)	Non deployment of trained personnel (Trade wise)	5000/- per untrained personnel	10000/- per untrained personnel	15000/- per untrained personnel	Discontinued / debarred
(vi)	Major violation of safety guidelines of the Tender terms and / or safety Guidelines issued by Safety Dept. from time to time	10000/-	20000/-	30000/-	Discontinued / debarred

Note:

- (i) In case of permanent disability / fatal accident during the execution of the contract, a penalty will be imposed on the contractor on the basis of recommendation of contract awarding Department on case to case basis. **In such case the penalty may be banning of business dealing with GRSE or penalty of upto 10% of contract value to a minimum of Rs 50,000/- (fifty thousand) or both.**
- (ii) In case the safety rules are found to be violated more than 3 (three) times during the tenure of the contract, GRSE shall have the discretion to terminate the contract forthwith without assigning any reason and without any further intimation. Moreover, the defaulter contractor may be debarred from participating in future tenders for the next 1 (one) or more years depending upon the management discretion.


20/6/2018



4. Recovery of Penalty amount by GRSE :

All penalty amount shall be recovered by the Head of Department awarding the Contract, who will assess gravity of violation and impose penalty which shall be final and binding on the contractor firm. The penalty amount shall be recoverable from any Bill / Security Deposit / Earnest Money Deposit or from other dues of the contractor.

5. The above rules and procedures are only illustrative and not exhaustive.

(K.S.Verma), 20/6/2018
GM (IE&P, Fire and Safety)

के० एन० चर्मा
महाप्रबंधक
(आइ० ई० एवं पी०, अग्नि एवं सुरक्षा)
गार्डन रीच शिपविल्डर्स एण्ड इंजीनियर्स लि०
कोलकाता-७०००२४



ANNEXURE-12

APPENDIX-"B"

परिशिष्ट 'बी'

SPECIAL CONDITIONS OF CONTRACT संविदा की विशेष शर्तें

(Relating to Labour Laws) श्रम कानून से संबन्धित

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/it's own risk and responsibility.

2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act,1970or any other applicable/ appropriate enactment.

3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-

- a) Contractor Labour (R & A) Act,1970 and Central & State Rules as applicable.
- b) Minimum Wages Act, 1948.
- c) ESI Act,1948
- d) EPF & MP Act, 1952.
- e) The Building & other Construction Works (RE &CS) Act, 1996 & Rules

4. Contract Labour (R & A) Act, 1970 & rules framed thereunder. The Contractor is to comply wit all the provisions of the Act including the following important requirements under the Act.

a) To obtain a labour Licence issued by the Competent Authority (i.e. Licencing Officer) where the execution of works are to be carried out. The contractor , on whom the contractor is awarded by the Principal Employer /GRSE is require to obtain Licence for all the Contractor Labours working under it/him , including the Contractor Labour of his /it's sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer /GRSE premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office / Authority for obtaining /renewal of the Labour Licence etc. in respect of contractual work executed by him /it for the principal Employer/GRSE.

b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/GRSE at regular intervals and also as and when required.

c) the Contractor shall be responsible for payment of wages to each workman employed by it /him in accordance with law and the disbursement of wages shall be made in presence of authorised representative of the Principal Employer /GRSE. No wage period shall exceed one month and wages of every workman shall be paid within thee days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7th day from the end of wage period.



d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF & MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.

e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract Labour (R & A) Act and the Rules framed there under. A Notice board shall have to exclusively earmarked for above purpose.

f) A copy the notice as per Rule 81 (2) of the act shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.

g) As per Rule 81 (30) of the Act, information of commencement / completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.

5. Photocopies of Registration Certificates of Code Nos. along with current documents/ challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.

6. Compliance of EPF & MP Act ईपीएफ एवं एमपी अधिनियम का अनुपालन:

a) The Contractor shall have own P. F Code no. against his Firm and submit the same to GRSE while entering into /finalising tender.

b) P.F shall have to be deposited against own code of the Contractor and P.F. Challan along with Annexure for P.F deposition against Contract Labour, name wise, shall have to be submitted to the Principal Employer by the 20th of every month. Besides, all other statutory returns pertaining to P.F. are to be submitted by the Contractor in time.

c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of it's Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit challan in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/GRSE.

7. Compliance of ESI Act ईएसआई अधिनियम का अनुपालन:

The Contractor shall have own ESI Code No as against his Firm and submit the same to GRSE while entering into contract/ finalising tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI Act/Scheme and pay the monthly contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/GRSE.

The Contractor expressly undertake that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons , the Principal Employer/GRSE will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.



8. Contractors having ESI Code ईएसआई कोड वाले ठेकेदार:

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /GRSE for proper control. In addition, they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer / GRSE. Such documents will be monthly challan for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.

9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B'.

10. The Contractor engaged in Shipbuilding works is require to obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.



ANNEXURE-13

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

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



CHECK LIST FOR BILL SUBMISSION - for Service Contracts

For GRSE Use Only

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

Signature of GRSE Bill Certifying Authority
with Designation