



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

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CINसी आई एन: L35111WB1934GOI007891

SERVICE LEVEL AGREEMENT /NIT

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

- i. M/s KP Enterprise
- ii. M/s Hind Construction
- iii. M/s Tech Mech
- iv. M/s Shree Ganesh Coatings
- v. M/s DD Enterprise
- vi. M/s Shree Nav durga Engg.
- vii. M/s Lokenath Engineering
- viii. M/s Tech Pro Solutions

NIT Noनिविदा संख्या:	SCC/KT/LT/SVL3025-26/Tank Cleaning/061/ET-1919
Job Title कार्य का नाम:	"Cleaning and Oil Smearing in Tank of Yard 3025 & 3026" [to be executed as per SOTR No: SOR/SVL/FOT/3025-26 dtd. 12.12.2022 at Annexure-1]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (Main Unit)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	15/12/2022	14:00 hrs
Bid submission Closing Date निविदा जमा की अंतिम तिथि	25/12/2022	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	26/12/2022	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from date of opening of Tender (Part - I)	



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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	Not Applicable
Earnest Money Deposit (EMD) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	Not Applicable
Security Deposit (SD) प्रतिभूति	3% of Order Value(inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	½ % per week, Max 5% of unexecuted job
PBG पी बी जी	3% of Order Value (indicative only)
Billing Frequency बिल करने की अवधी	Monthly progressive
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis

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

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 5 संलग्नक-5	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 6 संलग्नक-6	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer www.grse.in)
Annexure 7 संलग्नक-7	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



Annexure 13 संलग्नक-13	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

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

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

Note: In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.

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

(A) Mobilisation Period लामबंदी अवधी- 03 days from the date of PO / LOA.

(B) Job Starting Date कार्य आरम्भ तिथी -Job to be started immediately after issue of PO / LOA or site clearance as per instruction of Project Leader of the ship.

(C) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय – Job to be completed within 40 days Subject to availability of site clearance.

ARTICLE 6 अनुच्छेद-6: JOB EXECUTION कार्य निष्पादन -

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

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

Guarantee / Warranty of the job: **Not Applicable**



ARTICLE 8 अनुच्छेद-8: PRICE मूल्य -

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

ARTICLE 9 अनुच्छेद-9: UNREASONABLE QUOTES अतर्कसंगत भाव -

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

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

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

ARTICLE 10 अनुच्छेद -10: OFFER VALIDITY प्रस्ताव की वैधता-

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

ARTICLE 11 अनुच्छेद-11: CONDITIONAL OFFER सशर्त प्रस्ताव -

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

ARTICLE 12 अनुच्छेद-12: DETERMINATION OF L1 एल-1 का चयन -

L1 bidder will be decided **in totality**, based on the tendered quantity indicated in the Price Bid. However, in case of loading the price, GRSE will evaluate L1 bidder offline, considering all applicable loading factors on quoted price.

ARTICLE 13 अनुच्छेद-13: 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 entire period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions during the tenure of contract. However the Contractor will be paid based on actual quantity executed as per certification of GRSE.

Sl. No.	Job Description (Items)	Quantity	UOM
1	SER_CLEANING & OIL SMEARING IN TANK (3026)	4155	M ²
2	SER_CLEANING & OIL SMEARING IN TANK (3025)	3606	M ²
Total =		7761	M²

NB: i) UOM = Unit of Measurement. Detailed scope of work for above job is as per SOTR.



ARTICLE 14 अनुच्छेद-14: QUANTITY VARIATION:

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

ARTICLE 15 अनुच्छेद-15: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य

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

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

ARTICLE 16 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. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for further processing.

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

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

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

ARTICLE 18 अनुच्छेद-18: ELIGIBILITY CRITERIA पात्रता के मापदंड -

A. Technical Criteria तकनीकी मापदंड -

The bidder should have experience of execution of similar type of work as per **SOTR Annexure-1**. Supporting documents meeting Technical Eligibility Criteria to be submitted along with the part - 1 bid.

[Description of similar job: **Cleaning and Oil Smearing in Tank**]



Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. All documentary evidences such as relevant past performance, job completion certificates, order copies, etc. to be submitted along with **Annexure- 3** attached with the SLA/STC.

- B.** Requisite formats attached with NIT as per Annexures of Article 3 to be filled up in support of above technical and financial eligibility criteria.

ARTICLE 19 अनुच्छेद-19: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding of the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing, not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any or, all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge MFOS_FOJ/RBD/MAIN or PL/his nominated representative.
8. Any Drawings or technical information shared with the bidders, are confidential in nature/ the Intellectual Property of GRSE and will be governed by the specific Acts applicable thereto. Any related drawings / documents issued to the sub-contractor should not be copied/ shared and to be returned to GRSE after completion of work.
9. As applicable, Post submission of Tender, such drawings and technical information are to



be physically returned. Also all soft copies are to be destroyed.

10. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
11. Bidder has to declare, in what capacity he is participating in the tenderize PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
12. A Bidder is allowed to submit only one Bid under any capacity / status.
13. Difficulty in submitting the bid:
 - a. Any query /difficulty in understanding of SOR or other technical terms may be got clarified from Mr. Shourja Shankar Mukherjee, Mgr.(MFOS,FOJ), (Mob. 76030644717) **e-mail: Mukherjee.Shourja@grse.co.in** prior to submission of offer.
 - b. The commercial aspects may be got clarified from **Ms. Kaberi Das Talukdar, MGR (Contract)/ Main Unit, Mobile No.9163361888, e-mail: Talukdar.Kaberi@grse.co.in** prior to submission of offer.
14. **E-mail Address for communication** संचार हेतु ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

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

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.grse.in/etender> or <http://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.



- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 21 अनुच्छेद-21: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

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

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



ARTICLE 22 अनुच्छेद-22: POST AWARD APLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा

A. Security Deposit प्रतिभूति जमा -

Non-interest-bearing security deposit of 3% of total order value (inclusive of GST) is to be deposited in the manner elaborated at Clause 5 of GRSE STAC at **Annexure-2**.

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

- WDC shall be duly certified by PCO/ nominated officer of MFOS, GRSE, duly supported by inspection notes issued by Inspection Authority.
- 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.
- In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD cause and effect recoveries from sub contractor's invoice.

C. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills are to be raised on progressive basis. Bills are to be submitted along with supporting document (Work Done Certificate Copy etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope superscribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

D. Payment Terms भुगतान की शर्तें:

- The certified bill amount will be paid within 30 days of receipt of bill duly certified by PL of respective ship (PL3025/3026)/his nominated rep. along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by respective authority PCO/nominated officer of MFOS, GRSE. However, this is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the firm. The stages of payment will be as follows_
- 97% payment with full service tax will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by PL-3025 & 3026/his nominated rep & supported with satisfactory Work Done Certificate duly certified by PCO-3025 & 3026/nominated officer of MFOS, GRSE and on clearance of ESI & P.F. liabilities from the concerned department.
- Balance 3% payment will be released or on submission of work completion certificate by PL of respective ship (PL3025/3026).

E. INSPECTION AUTHORITY: - GRSE QA/ Berth/ WOT(Kol).

F. LIQUIDATED DAMAGES:

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 the Company.



G. RISK PURCHASE:-

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of 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.

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

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

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

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

K. Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व) and cannot be extended for any reason whatsoever. However in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.

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

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-



Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.

3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT:-

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

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE- 5.

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

GRSE Ltd. FOJ	STATEMENT OF REQUIREMENTS FOR SURFACE PREPARATION AND OIL SMEARING OF FO TANKS - YD. 3025 & YD. 3026	SOR No. SOR/SVL/FOT/3025-26 Sheet 1 of 4
Yard No.: 3025 & 3026 Group MFOS		Details : As per Customer Specs
Inspection: Berth/GRSE (QA) / WOT	Prepared by: SS Mukherjee (MFOS)	Checked: AGM(Engg) DATE:12 Dec 22

1. **Intent**

It is the intention of GRSE to outsource cleaning, surface preparation and oil smearing of FO Tanks onboard Yard 3025 & Yard 3026. List of tanks and areas are placed at **Enclosure-1**.

2. **Pre-Qualification Criteria**. Vendor should have previous experience of having successfully completed similar jobs or job of system coat painting of ship (internal compartments or outer hull structure) or surface preparation/ paint application of equipment seats for at least 02 sea going vessels in any Shipyard in last 4 years. Documentary proof viz. WDC with corresponding PO for the same will have to be submitted during TNC meeting.

3. **Contractors Scope of work**

- a) Obtaining certificate from Safety Dept. before starting the work inside tank.
- b) Cleaning of tanks as listed post clearance from GRSE as per following procedure:
 - (i) Surface preparation by mechanical means to achieve ST3 standards.
 - (ii) Pencil grinding of corners.
 - (iii) Air blowing through all holes / valves /openings.
 - (iv) Sanding & hand cleaning as required.
- c) Offering the cleanliness inspection to GRSEQA through Quality Management System under intimation to Shipyard.
- d) Application of coating of OM 750 Pattern No. 9150-000058 on internal surface of tank upon clearance from GRSEQA and WOT(Kol) after liquidation of observations (and getting clearance) if any.
- e) Offering the final inspection to GRSEQA under intimation to Berth.
- f) Liquidation of observations, if any.
- g) Final manhole box-up on clearance from GRSEQA and WOT(Kol).
- h) All in-way work for successful completion of the job is to be undertaken by the contractor

GRSE Ltd. FOJ	STATEMENT OF REQUIREMENTS FOR SURFACE PREPARATION AND OIL SMEARING OF FO TANKS - YD. 3025 & YD. 3026	SOR No. SOR/SVL/FOT/3025-26 Sheet 2 of 4
Yard No.: 3025 & 3026 Group MFOS		Details : As per Customer Specs
Inspection: Berth/GRSE (QA) / WOT	Prepared by: SS Mukherjee (MFOS)	Checked: AGM(Engg) DATE:12 Dec 22

5. **Scope of Supply.**

GRSE- Light, Ventilation, Compressed air, Power/ Electricity, Oil OM 750 (Pattern No. 9150-000058). For ventilation, blower will be issued through dealing officer/ PL/ PCO from L&W department. Rest arrangement to be made by the vendor.

Contractor- Cotton jute, old cotton cloths, all tools and tackles, spanners, service fasteners, Emery paper, power tool (min 08 nos.) with wheel guard, all safety gears, detergent solution, etc. Hand lamp with protective cover. All equipment mobilized should meet IS standards. Any consumables which is not mentioned in GRSE scope will be within the scope of Contractor.

6. **Commencement of work.** Work should start immediately after getting the PO/ LOI or site clearance given by competent authority. The work will be required to be carried out in GRSE FOJ /MAIN / RBD /NSDD KoPT.

7. **Inspection authority.** GRSE QA/ Berth/ WOT(Kol).

8. **Manpower.** Contractor should employ sufficient work force including supervisor for execution of the work. Contractor should undertake that these operative will not be withdrawn during execution of work for any other work thereby jeopardizing the production schedule of Yard 3025 /Yd.3026. In case such a requirement becomes essential, the contractor will obtain written permission of GRSE Project Leader.

10. Vendor will be required to deploy manpower in overtime or Sundays/ holidays to meet production schedule. Vendor is also to manage deployment of infrastructure based on the slots decided as per production schedule with advanced notice.

11. **Safety.** All the safety guidelines for on-board work and other statutory requirements for working inside the GRSE are to be strictly followed. The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange PPE for their personnel.

12. Use of industrial type electrical extension boards fitted with industrial plug and socket with MCB in conjunction with RCCB is mandatory. Use of damaged switch board and extension board is strictly prohibited onboard.

13. Grinding work without wheel guard on grinding machine is strictly prohibited. During grinding or buffing, no erosion of mother material of tank boundaries and inside tank members (pipes/ stiffeners etc.) is to be ensured.

GRSE Ltd. FOJ	STATEMENT OF REQUIREMENTS FOR SURFACE PREPARATION AND OIL SMEARING OF FO TANKS - YD. 3025 & YD. 3026	SOR No. SOR/SVL/FOT/3025-26 Sheet 3 of 4
Yard No.: 3025 & 3026		Details : As per Customer Specs
Group MFOS		
Inspection: Berth/GRSE (QA) / WOT	Prepared by: SS Mukherjee (MFOS)	Checked: AGM(Engg) DATE:12 Dec 22

14. **Completion of Job:** Job of each ship to be completed within 40 days.

15. **Quoting / Mode of Payment.**

(a) Price to be quoted for the total job including GST, with indication of per square meter rate without GST, in the price break-up. Ship wise quantity for the service will be as follows_

Sl.	WORK DESCRIPTION	QTY (Sq M)	Rate /UOM (in Rs. without GST)	Rate /UOM (in Rs. with GST)	Amount for 7761 M ² (in Rs. with GST)
1	SURFACE PREPARATION AND OIL SMEARING OF FO TANKS YD.3025	3606	-	-	-
2	SURFACE PREPARATION AND OIL SMEARING OF FO TANKS YD.3026	4155			
Total =		7761			

(b) GRSE reserves the right to offload the complete work package to one or more than one vendor separately for meeting the production schedule. In case work is offloaded to more than one vendor, minimum order quantity would be 1000 Sq M.

(c) In case Contractor on whom PO is placed is found to be not performing satisfactorily, his/her work PO can be short closed and job executed through other vendors under risk and cost.

GRSE Ltd. FOJ	STATEMENT OF REQUIREMENTS FOR SURFACE PREPARATION AND OIL SMEARING OF FO TANKS - YD. 3025 & YD. 3026	SOR No. SOR/SVL/FOT/3025-26 Sheet 4 of 4
Yard No.: 3025 & 3026 Group MFOS		Details : As per Customer Specs
Inspection: Berth/GRSE (QA) / WOT	Prepared by: SS Mukherjee (MFOS)	Checked: AGM(Engg) DATE:12 Dec 22

Enclosure-1

<u>Detailed List of Tanks and Areas indicating Quantity of Yd.3025</u>		
<u>Diesel oil tanks (Oil smearing)</u>		<u>AREA IN SQ M</u>
1	FO Tank-2	215.73
2	FO Tank-3	237.2
3	FO Tank-4	237.2
4	FO Tank-5	240.01
5	FO Tank-7	601.87
6	FO Tank-8	601.87
7	FO Tank-9	303.09
8	FO Tank-10	303.09
9	FO Tank-11	253
10	FO Tank-12	280
11	MER FO Ready to Use Tank (P)	39.44
12	MER FO Ready to Use Tank (S)	39.44
13	FO Overflow Tank	161.1
14	Emergency DA FORU Tank	10.4
15	FO Filling Trunk (Fwd DA)	41.1
16	FO Filling Trunk (MER)	41.1
TOTAL		3605.64

GRSE Ltd. FOJ	STATEMENT OF REQUIREMENTS FOR SURFACE PREPARATION AND OIL SMEARING OF FO TANKS - YD. 3025 & YD. 3026	SOR No. SOR/SVL/FOT/3025-26 Sheet 5 of 4
Yard No.: 3025 & 3026 Group MFOS		Details : As per Customer Specs
Inspection: Berth/GRSE (QA) / WOT	Prepared by: SS Mukherjee (MFOS)	Checked: AGM(Engg) DATE:12 Dec 22

<u>Detailed List of Tanks and Areas indicating Quantity of Yd.3026</u>		
<u>Diesel oil tanks (Oil smearing)</u>		<u>AREA IN SQ M</u>
1	FO Tank-1	215.73
2	FO Tank-2	215.73
3	FO Tank-3	237.2
4	FO Tank-4	237.2
5	FO Tank-5	240.01
6	FO Tank-6	240.01
7	FO Tank-7	601.87
8	FO Tank-8	601.87
9	FO Tank-9	303.09
10	FO Tank-10	303.09
11	FO Tank-11	253
12	FO Tank-12	280
13	FO Ready to Use Tank (S)	39.44
14	FO Ready to Use Tank (P)	39.44
15	FO Overflow Tank	161.1
16	DA Ready to Use Tank-3	46.7
17	DA Ready to Use Tank-4	46.7
18	Emergency FO Tank	10.4
19	FO Filling Trunk (Aft DA)	41.1
20	FO Filling Trunk (MER)	41.1
TOTAL		4154.78



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

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

Not Applicable.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

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

(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.
- e) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance of 25% with other non-SC/ST MSEs.

(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share balance of 25% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.
- f) Non-Divisibility of Tenders:- In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned. However contract will be awarded as per GOI policy and at discretion of GRSE.



- g) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document (NSIC / Udyog Aadhaar Memorandum (UAM) / Udyam Registration Certificate).
- h) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE shall be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- i) All Micro & Small Enterprises are required to declare their UdyogAadhaar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.
- (3) **Tender Fee (निविदाशुल्क): Non Refundable**
Not Applicable for this tender.
- (4) **EARNEST MONEY DEPOSIT (INTEREST FREE)**
Not Applicable for this tender
- (5) **SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):**
- Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
 - 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.
 - S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- (6) **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.



(8) **GUARANTEE PERIOD(गारंटी अवधि):** Not Applicable for this tender

(9) **PRICE(मूल्य):**

a) Price quoted will be firm and fixed (including GST) for the entire contract period till satisfactory completion of work. No escalation whatsoever will be considered under any circumstances within the period of contract.

Price bid need to be filled up (inclusive of GST) in GeM e-portal for total job.

No other attachment regarding price will be accepted and if submitted by the vendor then the offer will be treated as cancelled.

b) L1 bidder will be decided based on quoted total cost including GST.

c) GRSE may ask for breakup of price and L1 bidder have to submit such breakup in line with BOQ items, **offline**. Apart from GeM Contract, GRSE will issue detailed RC order and individual Purchase Order(s) in SAP system based on the BOQ line items with established rates and as per requirement of service from User dept.

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 PRECUATIONSअग्नि एवं संरक्षा सावधानियाँ** - The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE -7. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE -7. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.
- (14) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.
- (15) **ENERGY CONSERVATION(ऊर्जा संरक्षण):-**
GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economical way to save energy as per Energy Management System of ISO 50001:2018.



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

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

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor / recovered from their dues.

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

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

(18) **WORKING HOURS:**

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

(19) **INDIVIDUALITY OF THE CONTRACT:**

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



- (20) Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.
- (21) **SECURITY OF INFORMATION:-**
All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.
No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.
- (22) **REGISTRATION OF APPROVED VENDOR:**
The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. . If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.
- (23) **CONTRACT WORKMAN WAGE PAYMENT: -**
Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.
- (24) In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.
- (25) **INSPECTION:-**
- (i) Quality assurance authority: As per NIT/SOTR.
 - (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
 - (iii) GRSE reserves the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be



indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(26) **CORRECTION OF ERRORS:**

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

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

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

(27) **FORCE MAJEURE:-**

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

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

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

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

(30) **OFFICE & STORAGE SPACE:** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final



settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(31) **ARBITRATION (मध्यस्थता):-**

- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi. Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii. The language of the proceeding shall be in English.



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

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



FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 03 YEARS

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

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

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

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



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

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

(To be submitted in Company's Letterhead)

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

Or

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

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

Signature -----

Name -----

Designation: -----

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

Date:

Signature of Bidder with Seal.



ANNEXURE- 8

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

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



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



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

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



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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

**ANNEXURE- 10**

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
