



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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CIN / सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT SLA No / निविदा संख्या:	SCC/NK/OT/LAUNCHING3024/075/ET-1945	DTD. 30-March-2023
Job Title / कार्य का नाम	SERVICES FOR LAUNCHING ARRANGEMENT OF P17A SHIP YARD 3024 AT GRSE	
SOR No:	i. SOR/Preparatory Work/3024 dtd. 28.03.2023 (Annexure-2A) ii. SOR/Dock/Launching/STBD/3024 dtd. 28.03.2023 (Annexure-2B) iii. SOR/Dock/Launching/port/3024 dtd. 28.03.2023 (Annexure-2C)	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	

Cardinal Dates		
Date of Prebid Query Submission	05-Apr-2023	12:00 noon
Date of Prebid Meeting / बोलीपूर्व बैठक	06-Apr-2023	10:00 hrs.
Commencement of Bid Submission from	14-April-2023	12:00 am
Tender Submission Due Date निविदा जमा की अंतिम तिथि	20-Apr-2023	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथि	21-Apr-2023	14:00 hrs

COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	INR 50,000/- (Indian Rupees Fifty Thousand only)
Security Deposit (SD) प्रतिभूति	3% of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job
Billing Frequencyबिल करने की अवधी	On completion of the job
Evaluation of L1एल1 का मूल्यांकन	L1 bidder will be decided item wise (excl GST)



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INTRODUCTION

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I : Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of "**SERVICES FOR LAUNCHING ARRANGEMENT OF P17A SHIP YARD 3024 AT GRSE**".

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

ARTICLE/अनुच्छेद 1. **TECHNICAL ELIGIBILITY CRITERIA तकनीकी मापदंड**

- Bidder should comply to Eligibility Criteria mentioned in SOTRs. Ref SOTR Nos: SOR/Preparatory Work/3024 dtd. 28.03.2023 (**Annexure-2A**), SOR/Dock/Launching/STBD/3024 dtd. 28.03.2023 (**Annexure-2B**), SOR/Dock/Launching/port/3024 dtd. 28.03.2023 (**Annexure-2C**)
- Format for Technical Eligibility Criteria in this regard has been attached to this document as **Annexure - 3**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

ARTICLE/अनुच्छेद 2. **FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड** **Not Applicable.**

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

- The bidder should give self-certification (as per **Annexure - 5**) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tended by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.
- 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.
- 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.
- In case of non-submission of the self-certification document as per relevant format referred at SI- (i) above, the bidder will be treated as non-responsive and their offer will be rejected.

ARTICLE/अनुच्छेद 4. **OFFER VALIDITY प्रस्ताव की वैधता**

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

ARTICLE/अनुच्छेद 5. **OPENING OF BIDS निविदा खुलना**

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

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

ARTICLE/अनुच्छेद 6. **BOQ बी ओ क्यू**

(a) **BOQ is as follows:**

Sl. No.	Item Description	Quantity	Unit of Measure
1.	Preparatory work for Launching of Yd 3024	1	Lump Sum
2.	Launching arrangement of Yd 3024 (Stbd side)	1	Lump Sum
3.	Launching arrangement of Yd 3024 (Port side)	1	Lump Sum



- (b) Price is to be quoted in Lump Sum and shall remain firm and fixed till completion of the work.
- (c) No escalation of price, for reason whatsoever shall be considered.
- (d) L1 shall be decided on line item basis and individual line items may be awarded to separate bidder based on L1.

ARTICLE/अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन

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

ARTICLE/अनुच्छेद 8. TENURE OF CONTRACT

Till the launching of P17A ship yard 3024

ARTICLE/अनुच्छेद 9. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- (a) **Mobilization Period / लामबंदी अवधी** 07 days from LOA/PO.
- (b) **Job Starting Date / कार्य आरम्भ तिथी** Job is to be started immediately after mobilization as per direction of Dock Dept. GRSE / PL-3024
- (c) **Job Completion Schedule / कार्य समाप्ती तिथी** :-The job is required to be completed as per the instruction of site In-charge /Dock dept. till the Launching of P17A yard 3024.

ARTICLE/अनुच्छेद 10. GUARANTEE & WARRANTY गारंटी एवं वारंटी

Not Applicable.

ARTICLE/अनुच्छेद 11. PRICE मूल

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

ARTICLE/अनुच्छेद 12. ESCALATION मूल्य वृद्धि

Not Applicable

ARTICLE/अनुच्छेद 13. UNREASONABLE QUOTES अतर्कसंगत भाव

- (a) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- (b) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote may be liable for rejection.
- (c) If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 03 years.

ARTICLE/अनुच्छेद 14. CONDITIONAL OFFER सशर्त प्रस्ताव

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



the price quoted by the bidder will be formulated during technical/commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.

ARTICLE/अनुच्छेद 15. DETERMINATION OF L1 एल-1 का चयन

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

ARTICLE/अनुच्छेद 16. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य

- (a) Separate bidder may be engaged against each line item mentioned in BOQ based on L1 determination as mentioned at Article-15 above.

ARTICLE/अनुच्छेद 17. MICRO & SMALL ENTERPRISES सूछ्छम एवं छौटे उद्योग

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

ARTICLE/अनुच्छेद 18. Integrity Pact & Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)

Not Applicable

ARTICLE/अनुच्छेद 19. INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश

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

GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
- iv. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- v. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made



available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.

- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.
- x. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture / Consortium [Ref. STAC (Annexure - 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part-I bid.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
 - a) In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified Mr. Anupal Bhattacharjee, DGM (Dock), Mobile no. +91-9163331734, e-mail: Bhattacharjee.Anupal@grse.co.in or Mr. Pintu Kumar Bhaumik , M (Dock), Mobile no. +91- 9903582962, e-mail: Bhaumik.PK@grse.co.in prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Nilanjan Kar, Manager (Contract), GRSE (Main Unit) e-mail: Kar.Nilanjan@grse.co.in Mobile no. +91-8584888194.
- xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

ARTICLE/अनुच्छेद 20. e-BID INSTRUCTION ई बिड के अनुदेश

- a) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments on portal <https://eprocuregrse.co.in>. Bidders need to fill up the downloaded documents including the Acceptance Matrices and Declarations as per instruction and upload the same during bid submission as per Bid criteria. Non-acceptance of any techno-commercial criteria is discouraged.
- b) Detailed price breakup as per BoQ is to be uploaded with price offer (Part-II). No other attachment to the price bid except as mentioned will be reckoned.
- c) **If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**
- d) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero (0) and the tender shall be evaluated accordingly and the work need to be executed by the successful bidder accordingly.
- e) The amendments / clarifications to the bid document, if any, will be posted on portal only.
- f) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.
- g) **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.

h) PREVALANCE OF VERSION / संस्करण की व्यापकता:

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

ARTICLE/अनुच्छेद 21. BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड

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

- i. Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.
- ii. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 18. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.

ARTICLE/अनुच्छेद 22. POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा

1. **Security Deposit प्रतिभूति जमा-** Non-interest-bearing security deposit of 3% of total individual order value (inclusive of taxes) is to be deposited in the manner elaborated in STAC (Annexure - 2).
Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).
2. **Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)**
Work Done Certificate will be issued by the DGM(Dock) OR his Nominated Officer based on clear inspection report as applicable.
W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.
3. **Bill Certifying Authority बिल प्रमाणन प्राधीकर:**
CGM(MW) / PS P17A or his nominated rep.
4. **Bill Submission बिल प्रस्तुति:**
On obtaining WDC, bills to be raised as Progressive RA Bills. Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.



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

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

(a) The 100% bill amount with full GST will be paid on completion of the job within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority- Project Leader- Yd 3024/DGM(Dock)/their Nominated officer & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority for 100% of job done. Amounts recoverable from contractor, if any, is to be adjusted from 100% payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor.

(b) Payment will be made on actual certification basis.

6. **Liquidated Damages / Penalty**

The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with GRSE Ltd.

7. **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.

8. **Time of completion**

Time of completion has to be considered as essence of the contract and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by Engineer In-charge / PL of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.

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

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

ARTICLE/अनुच्छेद 23. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र

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

Annexure/ संलग्नक	Description /
1.	GRSE Standard Terms and Conditions (STAC)
2.	Statement of Technical Requirement (SOTR)
3.	Format for Technical Eligibility Criteria
4.—	Format for Financial Eligibility Criteria
5.	Self-Certification for Blacklisting / Tender Holiday
6.	Format for – Disclosure by Contractor of existing work load
7.	Format for – Disclosure by Contractor of proposed execution / deployment plan of this tendered job
8.	Confirmation by Bidder & Checklist for Bid Submission
9.	Check List for Bill Submission – For Service Contracts

10.-	Format for – Integrity Pact To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
11.	Format for – Non-Disclosure Agreement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
12.	Format for – Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
19.	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
20.	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
21.	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE/अनुच्छेद 24. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

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

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

Sl. No.	Description
1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2.	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3.-	Integrity Pact (For Tenders above INR 2 Cr)
4.	Registration Certificate of the Company with ROC / Trade License
5.	PAN, TAN, GST
6.	Copies of registration with PF, ESI authorities.
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
11.	Acceptance Matrix for NIT
12.	Acceptance Matrix for Standard Terms & Conditions
13.	Acceptance Matrix for SoTR
14.	Format for Technical Eligibility Criteria
15.-	Format for Financial Eligibility Criteria
16.-	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'21 in support of Financial Eligibility.
17.	Self-Certification for Blacklisting / Tender Holiday
18.	Disclosure by Contractor of existing work load



Sl. No.	Description
19.	Disclosure by Contractor of proposed execution plan including proposed deployment of resources of this tendered job
20.	Work execution plan / schedule in MS Project clearly indicating dependencies
21.	Confirmation by Bidder & Checklist for Bid Submission
<u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u>	

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

The Bidders should mention the following:

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

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

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

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

ARTICLE/अनुच्छेद 25. DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं

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

ARTICLE/अनुच्छेद 26. SUBMISSION OF BID बिड की पेशी

- Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 05 days from opening of Part I bid.
- 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.
- GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- 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/अनुच्छेद 27. PRE-BID MEETING बोलीपूर्व बैठक

- i. Prebid Meeting shall be held on 06-Apr-2023 at 10:00 Hrs at office of Dock Dept, GRSE Main Unit located at 43/46, G. R. Road, Kolkata – 700024.
- ii. Bidders are requested to forward their queries over email to the e-mail address: Bhattacharjee.Anupal@grse.co.in / Bhaumik.PK@grse.co.in.

Nilanjan Kar

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

Garden Reach Shipbuilders & Engineers Limited

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



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

Address: 43/46, Garden Reach Road, Kolkata-700 024 **43/46, गार्डन रीच रोड, कोलकाता-700 024**

Phone/दूरभाष: (033) 2469-8100 to 8113 (Extn/बिस्तार: 200/204/206/211), **FAX फैक्स:** (033) 2469-3932

Web site वेब: www.grse.in, **E-Mail ई मेल:** Nandi.Suchita@grse.co.in

CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE -1: STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

(1) Integrity Pact समग्रता अनुबंध (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 (सूक्ष्म और छोटे उद्यम) -

i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.

ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.

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

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

v. In addition MSE firms will be entitled to avail the following benefits:

a. Tender Documents will be issued free of cost.

b. Earnest Money Deposit will be exempted.

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



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

- i. Amount of declared non-refundable Tender Fee is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Tender Fee. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iii. Exemption of Tender Fee is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- iv. Non-submission of Tender Fee or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against Tender Fee submitted by way of DD/PO.

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

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

vii. Refund of Earnest Money Deposits

- a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

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

EMD may be forfeited under the following circumstances:



- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 21 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

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

i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

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

(9) PRICE (मूल्य):

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

b) L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT.

c) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.



The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

(10) JOINT VENTURE OR CONSORTIUM (संघटन):

The bids submitted by a joint-venture or Consortium of two or more firms as partners shall comply with the following requirements:

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

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

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

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

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

vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,(work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of that minimum criteria failure to comply with which the bid shall stand rejected.

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

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

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

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

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

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

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



(13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ

The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –11. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE –11. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा)

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

(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

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

(16) INSURANCE (बीमा)

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

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

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

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

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

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

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

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

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



(20) SECURITY OF INFORMATION (सूचनाओं की गोपनीयता):-

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

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

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

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

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

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

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

(24) INSPECTION (निरीक्षण):-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(25) CORRECTION OF ERRORS (त्रुटी सुधार):

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

(i) For manual tendering: -

- a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(ii) For tendering through E-PROCUREMENT: -



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

(26) FORCE MAJEURE (फोर्स मेज़योर):

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

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

(27) TERMINATION OF CONTRACT (अनुबंध की समाप्ती):

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

(28) DAMAGE OF MATERIALS / EQUIPMENTS (समान/उपकरण की छति):

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

(29) OFFICE & STORAGE SPACE (कार्यालय & भंडारण):

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

(30) ARBITRATION (मध्यस्थता):-

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



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

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

(31) JURISDICTION (न्यायअधिकार क्षेत्र):

Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

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



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

Address: 43/46, Garden Reach Road, Kolkata-700 024 43/46, गार्डन रीच रोड, कोलकाता-700 024

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CIN / सी आई एनः L35111WB1934GOI007891

ANNEXURE-2A: SOTR FOR PREPARATORY WORK REGARDING LAUNCHING OF YD 3024

GRSE Ltd. Dept : DOCK DEPT.	SOTR FOR PREPARATORY WORK REGARDING LAUNCHING OF YD 3024 FROM NEW BUILDING BERTH.	SOR No. SOR/PREPARATORY WORK/3024 Sheet 1 of 2
Yard No. : 3024		Rev : NIL
Group : MW	Drawn : MGR (DOCK) Dt: 27.01.2023	Ref : Drg. No. N/A
Inspection : DOCK DEPT		Checked : DGM (DOCK) Dt: 27.01.2023 Amended date - 28.03.2023

Due to availability of skeletal manpower, Dock Department will require manpower services from outside agencies for carrying out activities like various preparatory work pertaining to Launching of YD - 3024 from New Building Berth.

1. SCOPE OF WORK:-

- Necessary ropes, tools, tackles and other accessories to be arranged and laid out.
- Shifting of ropes & other launching materials from Dock dept. & to be taken on board ship prior launching of ship.
- Necessary Steel wire rope to be taken from Dock dept. stores to launching site for assistance of rigging arrangement, required for launching of ship.
- Misc. type of wooden blocks & other wooden materials shifting from Dock dept. to ship for necessary launching preparation as per schedule.
- Sliding ways to be placed on suitable launching site by assistance of Forklift & human technique for application of base coat & slip coat prior positioning over ground ways.
- Securing of rubber/ tyre fender on board ship & secured well by SWR with the existing eye plate on main deck.
- Any kind of misc. activities not mention above, pertaining to the launching of ship is to be attend by the vendor as per instruction by Dock dept.
- Personnel have to work beyond normal time as situation demands including Sundays / holidays.
- Personnel must have sound knowledge of safety precaution.
- Personnel must have seamanship experience and have sound knowledge to execute the above activities. They should understand the directives of Officer / Supervisor and are required to act as per orders during launching preparation.
- Knowledge of handling heavy materials by crane or by human technique is essential.
- Mobilization period three days on getting LOI / PO.



GRSE Ltd. Dept : DOCK DEPT.	SOTR FOR PREPARATORY WORK REGARDING LAUNCHING OF YD 3024 FROM NEW BUILDING BERTH.	SOR No. SOR/PREPARATORY WORK/3024 Sheet 2 of 2
Yard No. : 3024		Rev : NIL
Group : MW	Drawn : MGR (DOCK) Dt: 27.01.2023	Ref : Drg. No. N/A
Inspection : DOCK DEPT		Checked : DGM (DOCK) Dt: 27.01.2023 Amended date – 28.03.2023

m. All activities are to be executed as per instruction and guidance of Dock Department Main.

2. **Vendor Scope of Supply**

a. **Manpower Requirements:-**

08 personnel will be required to mobilize on regular basis for 30 days prior to the day of Launching date & will be resume their work continuously till the day of launching. 01 nos. experienced Supervisors have to be posted for guidance of above personal & liaison between vendor & Dock dept. Vendor have to work on Sunday, Holiday & beyond the time of normal working hours in order to completion of launching activities within schedule date of Launching.

- b. Vendor must have to supply the essential PPE kit to the work man in order to resist the spreading of COVID infection.
- c. Vendor have to supply Boiler Suit, Safety Gears and Arm Band to the deputed personnel for safety and easy identification.

3. **GRSE Scope of Supply:-**

- a. Tools & tackles, mooring ropes, rigging materials, fenders, wooden materials and accessories as required.
- b. Assistance of Fork lift & hand trolley as required during shifting of materials.

4. **ELIGIBILITY CRITERIA**

The Vendor must have previous experience in supplying manpower for similar kind of activity during the last 03 years, (Minimum) considering the period commencing from 1st Jan' 2020.

Documents in favour of the same must be put up with other tender documents for TNC clearance.

- 5. **Payment Terms:-** The Vendor will put up WDC to DGM (DOCK) / any officer of Dock dept. for certification.
- 6. **Bill Certification:-** The vendor will put up Bill along with certified WDC to PS P17A / PL – 3024 / DGM (DOCK).



ANNEXURE-2B: SOTR FOR LAUNCHING ARRANGEMENTS OF YD – 3022 (STBD SIDE)

GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3022 (STBD SIDE)</u>	SOR No. SOR/dock/launching/STBD/3024 Sheet 1 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - H, GS996000002 (SHT 1, 2 & 3), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

INTENT

Due to shortage of adequate Block Carpenters and Laskars at Dock Dept, the following services pertaining to Launching of YD – 3024 from New Building Berth will be required to be outsourced from outside agencies for completion of Launching preparedness prior to Launching.

The requisite Launching preparedness from outsourced agencies will be required on the STBD SIDE of the Ground ways and related activities

The said manpower will be in addition to available skeleton manpower at Dock Dept for carrying out Launching preparedness.

Scope of Work:

1. Side Blocks 27 nos (between Fr. No 27 to Fr. 74) presently arranged at its dedicated location as per Drawing No GS996000001 REV- H with MS stools on **STBD SIDE**.
2. All the above Side Blocks on **STBD SIDE** are to be shifted / lowered as and when required periodically for carrying out painting of the Ship's Hull Block area or any other requirement. On completion of the painting / other requirement, the same blocks are required to be arranged back in their original position.
3. Keel Blocks, 38 nos (between Fr. No 43 to Fr. 78) is presently arranged with MS stools and Concrete Blocks as per Drg No GS996000001 REV – H. All the 38 nos Keel blocks including MS Stools and Concrete Blocks are to be shifted / lowered as and when required periodically for carrying out painting of the Ship's Hull Block area or any other requirement. The same blocks are required to be arranged back in their original position.
4. During the shifting of Side & Keel Blocks as stated above, if situation arises to cut the MS Stool due to excessive load of the ship, job to be undertaken by the vendor by deputing their own gas cutter. Pieces of MS Stool to be removed from dock & new MS Stool are to be placed for erection of new side / keel block.
5. Fitment of complete set of wooden vertical / hanging shores 74 sets (57 sets normal shore & 17 sets are on Saddle plate) with the already MS Boxes welded with ship's hull on **STBD SIDE**. Length & weight of above shores will be different in length & sizes as per drawing no. GS996000002 (Sheet 1 -3).



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3022 (STBD SIDE)</u>	SOR No. SOR/dock/launching/STBD/3024 Sheet 2 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - H, GS996000002 (SHT 1, 2 & 3), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

The above Vertical / Hanging shores are to be transported by the vendor from GRSE stores / Dock dept. to the ships location for fitment.

If required, Cutting and shaping of the Vertical / Hanging shores is to be done in accordance with the shape of hull & MS Boxes already fitted with the ship's hull at **STBD SIDE** including saddle plates to suit at site. Drawing will be available for reference only.

6. Securing of the Hanging / vertical Shores with MS Boxes in **STBD SIDE** is to be done with the help of 04 nos. Dog clamps with each shore. Clearance in between MS Box & Vertical / Hanging shore is to be maintained to minimum 05 mm all around each shore.
7. Placement and securing of soft wood packing on **STBD SIDE** between shaddle plates and ship's hull to be carried out at total 17 places. MS Nail is to be stuck with each soft wood on both side & all the Soft Wood are required to be secured with each other by 04 mm dia Polypropylene rope.
8. Scrapping, cleaning and Sandering of the ground ways on **STBD SIDE** to be done after removal of unwanted materials lying on the ground ways.
9. Fixing of wooden bit size 3000 mm long x 25 mm width x 6 mm thk on **STBD SIDE** of the ground ways is to be done prior to application of base coat. Removing of the bits post application of the base coat is to be done.
10. Application of the base coat is to be carried out on **STBD SIDE** of the ground ways to a thickness of **06 MM** approx.
11. Application of slip coat (grease) is to be carried out on top of the Base Coat already applied on to the ground ways as per instruction of Dock Dept. prior to laying of the Sliding Ways.
12. Placement and positioning of **22 in nos.** sliding ways on top of the ground ways is to be carried out as per the instruction of Dock Dept.
13. Placement & positioning of 148 nos wooden wedges in between vertical shore and sliding ways on **STBD SIDE** (02 nos wedges to be positioned underneath of each vertical shore). Placement of wedges by vendor will be carried out immediately after positioning of Sliding ways on top of the Ground ways.



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3022 (STBD SIDE)</u>	SOR No. SOR/dock/launching/STBD/3024 Sheet 3 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - H, GS996000002 (SHT 1, 2 & 3), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

14. Jamming / tightening of the Wooden Wedges is to be carried out by the vendor by means of ramming as per the instruction of Dock Dept.
15. The entire MS Dog Clamps already secured with the Hanging / Vertical Shores is to be removed by the vendor on completion of Jamming / Ramming activity.
16. Transferring of the ship's load on STBD SIDE & on Keel is to be done progressively by shifting of existing entire dock blocks and to be refitted with MS stool, wooden block, sand box as required as per above drg. & instruction of Dock dept. / launching coordinator.

On completion of the above activity, excess blocks and associated materials are required to be removed and cleared from the New Building Berth.

It is to be noted that Sand boxes are required to be placed and jammed by the vendor on to the side blocks between Fr. No – 27 to Fr. No – 75 and on keel blocks between Fr. No - 43 to Fr.78 as per drg. No GS996000003.

Hessian Bags are required to be placed inside the Sand Boxes and their after filled with Quartz (Sand) by the vendor as per instruction of Dock Dept.
17. Fitment of Spun Shores on STBD SIDE in 02 places (Fr. No 28 & 49). If required cutting & shaping of Spun shore is to be done by vendor prior fitment.
18. Marking of wooden blocks by Black & Red color at side block of STBD SIDE & in Keel (Fr. No 43 to 78) by vendor as per launching Drawing.
19. Pipe Shores 02 nos at Fr. No – 79 & Fr. No – 83 each on STBD SIDE & 02 nos pipe shore at Transom of the ship are to be fitted by the Vendor. Prior to the Launching of the Ship this Pipe Shores are to be removed and cleared from the area as per instruction of Dock Dept.
20. Final removal of dock blocks as per sequence of time bound launching programme is to be carried out as instructed by Dock Dept./ site in charge. The above activity will be commenced prior to the day of Launching and will be continued upto Launching of the Ship.
21. Any other launching related activities in order to perform the above sequence if missed out are to be attended by the vendor as and when required.



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3022 (STBD SIDE)</u>	SOR No. SOR/dock/launching/STBD/3024 Sheet 4 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - H, GS996000002 (SHT 1, 2 & 3), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

22. Sub-Contractor scope of supply

a) MATERIALS

Chisel, Hammer, Handsaw, Crowbar, Leveling equipment, Sandering machine, gas cutter with cutting torch, cables, gas cylinder, Chain pulley and other suitable tools as required for the aforesaid timber work.

b) MANPOWER

Approx. 10 (Ten) experienced carpenters along with 10 (Ten) carpenter helpers will be required on **Daily** basis with competent 01 no. supervisor those who have done similar type of activities earlier to execute the above job in a duration of approx. 40 (Forty) days in advance from the date of launching. In addition to above 10 carpenter helper (excluding above 20 personnel) will be required prior to the day of launching & on the day of launching respectively. Vendor have to work on Sunday, Holiday & beyond the time of normal working hours in order to completion of launching activities within schedule date of Launching. Vendor may depute personnel more than above with vendor's own cost in order to ensure completion of all activities prior to launching.

23. GRSE scope of supply

SW Ropes, PP ropes etc., Crane facility, power supply, wooden materials, Ramming Hammers and Paint.

24 ELIGIBILITY CRITERIA

The Vendor must have undertaken similar type of activity during the last 03 years, (Minimum) considering the period commencing from 1st Jan' 2020. Documents in favour of the same must be put up with other tender documents for TNC clearance.

25. Method of Quotation:

Name	Unit	L/S
Services for Launching arrangement (STBD side) of YD 3024 as per SOTR	01 AU	01

26. Payment Terms: - The Vendor is to put up WDC on successful completion of the entire work to DGM (DOCK) / any officer of Dock dept. for certification.

27. Bill Certification: - The Vendor is to put up Bill along with WDC for certification to PS P17A / PL - 3024 / DGM (DOCK).



ANNEXURE-2C: SOTR FOR LAUNCHING ARRANGEMENTS OF YD – 3022 (PORT SIDE)

GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD – 3024 (PORT SIDE)</u>	SOR No. Sor/dock/launching/port/3024 Sheet 1 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - G, GS996000002 (SHT 1 & 2), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

INTENT

Due to shortage of adequate Block Carpenters and Laskars at Dock Dept, the following services pertaining to Launching of YD – 3024 from New Building Berth will be required to be out sourced from outside agencies for completion of Launching preparedness prior to Launching.

The requisite Launching preparedness from outsourced agencies will be required on the PORT SIDE of the Ground ways and related activities

The said manpower will be in addition to available skeleton manpower at Dock Dept for carrying out Launching preparedness.

Scope of Work:

1. Side Blocks 27 nos (between Fr. No 27 to Fr. 74) presently arranged at its dedicated location as per Drawing No GS996000001 REV- G with MS stools on Portside.
2. All the above Side Blocks are to be shifted / lowered as and when required periodically for carrying out painting of the Ship's Hull Block area or any other requirement. On completion of the painting / other requirement, the same blocks are required to be arranged back in their original position.
3. Keel Blocks, 39 nos (between Fr. No 4 to Fr. 42) is presently arranged with MS stools and Concrete Blocks as per Drg No GS996000001 REV – G. All the 39 nos Keel blocks including MS Stools and Concrete Blocks are to be shifted / lowered as and when required periodically for carrying out painting of the Ship's Hull Block area or any other requirement. The same blocks are required to be arranged back in their original position.
4. During the shifting of Side & Keel Blocks as stated above, if situation arises to cut the MS Stool, job to be undertake by vendor by deputing their own gas cutter. Pieces of MS Stool to be removed from dock & new MS Stool are to be placed for erection of new side/keel block.
5. Fitment of complete set of wooden vertical shores 74 sets (57 sets normal shore & 17 sets are on Saddle plate) with the MS Box welded with ship's hull on PORT SIDE. Length & weight of above shores will be different in length & sizes as per above drawing.
The above shores are to be transported by vendor from GRSE stores / Dock dept. to the ships location for fitment.

If required, Cutting and shaping of above shores is to be done in accordance with the shape of hull & MS Box fitted with ship's hull at PORT SIDE including saddle plates to suit at site. Drawing will be available for reference only.

6. Securing of the Hanging / vertical Shores with MS Boxes is to be done with the help of 04 nos. dog clamps with each shore. Clearance in between MS Box & shore is to be maintained to minimum 05 mm all around each shore.



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3024 (PORT SIDE)</u>	SOR No. Sor/dock/launching/port/3024 Sheet 2 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - G, GS996000002 (SHT 1 & 2), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

7. Placement and securing of soft wood packing on PORT SIDE between shaddle plates and ship's hull at total 17 places. MS Nail is to be stuck with each soft wood on both side & secured all soft wood with each other by 04 mm dia Polypropylene rope.
8. Scrapping, cleaning and Sandering of ground ways on PORT SIDE after removing of unwanted materials lying on PORT SIDE ground ways.
9. Fixing of wooden bit size 3000mm long x 25mm width x 6mm thk on PORT SIDE of the ground ways before application of base coat. Removing of above bit after application of base coat to be done.
10. Application of base coat to be done on PORT SIDE of ground ways and at the thickness of (6 – 8) mm approx. Application of slip coat (grease) are to be done on PORT SIDE of ground ways on completion of base coat application.
11. Placement and positioning of sliding ways (22 sets) over ground ways on PORT SIDE as per instruction of Dock Dept.
12. Placement & positioning of 148 nos wooden wedges in between vertical shore and sliding ways on PORT SIDE (02 nos wedges to be positioned underneath of each vertical shore). Placement of wedges by vendor will be carried out immediately after positioning of Sliding ways over Ground ways.
13. Jamming / tightening job of the above wedges on PORT SIDE is to be carried out by the vendor by means of ramming.
14. Entire MS dog Clips on PORT SIDE is to be removed by the vendor on completion of jamming of wedges.
15. Spreader Beams 44 in nos are to be fitted in between ground ways starting from extreme Forward to the Aft of the ship. Spreader beams are also to be secured properly as per instruction of Dock dept.
16. Transferring of ship's load on PORT SIDE to be done progressively by shifting of existing entire dock blocks and to be refitted with MS stool, wooden block, sand box as required as per above drg. & instruction of Dock dept. / launching coordinator.

On completion of the above activity, excess / surplus blocks and associated materials are to be removed and cleared from the New Building Berth.

It is to be noted that sand boxes to be fitted by vendor at the side block of PORT SIDE (Fr. No 27 to 75) & on keel block (Fr. No. 04 to Fr.42) as per drg. Quartz to be filled in Hessian bag by vendor prior placement over sand box as per instruction of Dock Dept.



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD – 3024 (PORT SIDE)</u>	SOR No. Sor/dock/launching/port/3024 Sheet 3 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - G, GS996000002 (SHT 1 & 2), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

17. Final removal of dock block as per sequence of time bound launching programme is to be carried out as instructed by Dock Dept./ site in charge. The above activity will be started from prior to the day of Launching. Same will be continued at a stretch till launching of the ship.
18. Fitment of Spun Shores on PORT SIDE in 02 places (Fr. No 28 & 49). If required cutting & shaping of Spun shore is to be done by vendor prior fitment.
19. Marking of wooden blocks by Black & Red color at PORT SIDE & in Keel (Fr. No 04 to 42) by vendor as per launching Drawing.
20. Pipe Shores at Fr. No – 79 & Fr. No – 83 are to be fitted by the Vendor. Prior to the Launching of the Ship this Pipe Shores are to be removed and cleared from the area as per instruction of Dock Dept.
21. Any other related activities in order to perform the above sequence is missed out are to be attended by the vendor as and when required.

22. Sub-Contractor scope of supply

a) MATERIALS

Chisel, Hammer, Handsaw, Crowbar, Leveling equipment, Sandering machine, gas cutter with cutting torch, cables, gas cylinder, Chain pulley and other suitable tools as required for aforesaid timber work.

b) MANPOWER

Approx. 10 (Ten) experienced carpenters and 10 (Ten) carpenter helpers will be required on Daily basis with competent 01 no. supervisor those who have done similar type of activities earlier to execute the above job in a duration of approx. 40 (Forty) days in advance from the date of launching. In addition to above 10 carpenter helper (excluding above 20 personnel) will be required prior to the day of launching & on the day of launching respectively. Vendor have to work on Sunday, Holiday & beyond the time of normal working hours in order to completion of launching activities within schedule date of Launching. Vendor may depute personnel more than above with vendor's own cost in order to completion all activities prior launching schedule.

23. GRSE scope of supply

SW Ropes, PP ropes etc., Crane facility, power supply, wooden materials, Ram, Paint

24. ELIGIBILITY CRITERIA

The Vendor must have undertaken similar type of activity during the last 03 years, (Minimum) considering the period commencing from 1st Jan' 2020.
Documents in favour of the same must be put up with other tender documents for TNC clearance.



GRSE Ltd. Dept. : DOCK DEPT.	<u>SOTR FOR SERVICES RELATED TO LAUNCHING ARRANGEMENTS OF YD - 3024 (PORT SIDE)</u>	SOR No. Sor/dock/launching/port/3024 Sheet 4 of 4
Yard No. : 3024		Rev : NA
Group : MW		Ref: Drg. No. GS996000001 REV - G, GS996000002 (SHT 1 & 2), GS996000003)
Inspection : Dock Dept.	Prepared by : MGR (DOCK) Dt: 27.01.2023	Checked by: DGM (DOCK) Dt: 27.01.2023 Amended on 28.03.2023

25. Method of Quotation:

Name	Unit	L/S
Services for Launching arrangement (Port side) YD 3024 as per SOTR	01 AU	01

26. Payment Terms: - The Vendor is to put up WDC on successful completion of the entire work to DGM (DOCK)/ any officer of Dock Dept MW for certification.

27. Bill Certification: - The Vendor is to put up Bill along with WDC for certification to PS P17A / PL – 3024 / DGM (DOCK).



**ANNEXURE – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY
DURING LAST 03 YEARS**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs :

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

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:



ANNEXURE – 4: FORMAT for FINANCIAL ELIGIBILITY

1. Name of the Bidder:

2. Job Description:

3. Tender Reference:

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs.)
1	2021-22	
2	2020-21	
3	2019-20	

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Financial Statements to be attached



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

(To be submitted in Company's Letterhead)

1. Name of the Bidder with Address:

Date:

2. Job Description:

3. Tender Reference:

Sub: SELF-CERTIFICATION

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

Or

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

*Strike out / omit whichever is not applicable



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

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



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

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-8: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



ANNEXURE-9: CHECK LIST FOR BILL SUBMISSION - for Service Contracts

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)

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

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

Signature of Vendor's representative
with Seal/Stamp

For GRSE Use Only

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

Signature of GRSE Bill Certifying Authority
with Designation



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

This Non-Disclosure Agreement executed thisDay of2021.

Between

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

AND

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

WHEREAS

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

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

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

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

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



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



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

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

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

Signature :
Name :
Address :

FOR M/s _____,

Signature :
Name :
Address :

WITNESS 1

Signature :
Name :
Address :

WITNESS 2

Signature :
Name :
Address :



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

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



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



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

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



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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