



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

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CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT No निविदा संख्या:	SCC/AKD/OT/IRSS/HOT INSULATION/009/ET-1971 Dated: 25/05/2023
Job Title कार्य का नाम:	BIENNIAL RATE CONTRACT FOR INSTALLATION OF EXHAUST SYSTEM AND HOT INSULATION WORK OF ENGINEERING EQUIPMENT FOR ASW SWC SHIPS
Location for Execution	At GRSE MW / FOJ / RBD and / or KPDD
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	08/06/2023	14:00 hrs.
Bid submission Closing Date निविदा जमा की अंतिम तिथि	15/06/2023	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	16/06/2023	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	90 days from date of opening of Tender (Part – I)	



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

आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिछेद 03 मे उदधृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत)	INR 6,10,000/-
Security Deposit (SD) प्रतिभूति	5% of individual Work Order Value (inclusive of GST)
PBG पी बी जी	10% of individual Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Monthly Progressive Bill basis
Evaluation of L1 एल1 का मूल्यांकन	In Totality Basis

Note: a) Bidders are required to submit EMD amount as Bid Security against this tender. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

b) MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per format at Annexure-17. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to offer rejection.

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

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



Annexure 7 संलग्नक-7	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Check List for Bill Submission (attached with NIT)
Annexure 11 संलग्नक-11	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Format for - Bank Guarantee for EMD (please refer www.grse.in)
Annexure 15 संलग्नक-15	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)
Annexure 16 संलग्नक-16	Format for - Integrity Pact (attached with NIT) To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-
Annexure 17 संलग्नक-17	Format for Bid Security Declaration(attached with NIT)

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

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
SL	DESCRIPTION	
1	DD or MSE/NSIC certificate towards exemption of tender fee	Yes
2	DD/BG or MSE/NSIC certificate & Bid Security Declaration towards exemption of EMD	Yes
3	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 3	Yes
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 4	Yes



7	Audited/Certified Annual Accounts and Annual Report for last three (03) financial years ending on 31st March'22 in support of Financial Eligibility.	Yes
8	Self-certification for not having blacklisted /not received any tender holiday as per format at Annexure 5	Yes
9	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	Yes
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.	Yes
11	Copies of registration with PF, ESI authorities/ / last challans etc.	Yes
12	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes
13	Integrity Pact (refer clause 1 of STAC at Annexure-2 and Integrity Pact format attached) – Annexure-16 of NIT.	Yes

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

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

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

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **GM (CC & VD)**, Contract Cell, Commercial Department, New Building complex, 1st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.



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

- (A) **Tenure of Contract संविदा कार्यकाल-** Initially, the rate contract shall be established for a period of **02 (Two) Years** from the date of commencement. The contract period may be extended for a further period of maximum 01 year at the same rate, terms & conditions as per requirement of GRSE production schedule. Similarly, the Contract period may be reduced as per GRSE discretion. **The job is required to be carried out for 04 ASW SWC Ships.**
- (B) **Mobilisation Period लामबंदी अवधी-** **07** days from the date of placement of LOA/PO as per instruction of In-charge MFOS Department, GRSE / his nominated Officer. Purchase Order will be issued Ship Wise as per GRSE production requirement.
- (C) **Job Starting Date कार्य आरम्भ तिथी** - Job is to be started within 7 days from the date of receipt of site-clearance & in consultation with PL/ In-Charge (MFOS)/ In-Charge (Pipe Shop).
- (D) **Job Completion Schedule कार्य समाप्ती तिथी** - The Job has to be completed within 06 months from the starting of the job.
- (E) **Place of Work:** GRSE MW / FOJ / RBD and / or KOPT
- (F) **Inspection Authority:** GRSE (QA), WOT (Kol), OEM, Class as per requirement of GRSE.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR (**SOR No:** SOR/MW/ASW SWC/EXHAUST SYSTEM, Rev:01) at **Annexure-1**, Drawings, GRSE requirement and in case of doubt, instructions of the Engineer-in-charge/ PL OR their nominated representative are to be followed.

The Contractor shall maintain a record/register against the material supplied by GRSE to them, indicating the quantity received and installed. The records shall be submitted by the Contractor monthly to the Engineer In-Charge / PL or his nominated representative for review and authentication. The Contractor shall prepare and submit a reconciliation document every month and the same shall be duly certified by Engineer In-Charge / PL or his nominated representative. Balance unused materials, if any have to be returned to GRSE by the contractor on completion or termination of the contract.

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

Guarantee / Warranty of the job: Applicable for a Period of **12 months** from the date of final inspection of the job. The details are as per **Clause 11** of STAC (Annexure 2)

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -



Price quoted will be firm and fixed till the tenure of the contract of two (02) years. Price is to be quoted with all taxes & duties except GST. GST is to be indicated separately in the Price Bid and will be paid extra as per ruling rate. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि - Not Applicable

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -

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

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

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

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

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

L1 bidder will be decided on **Totality Basis based on the tendered quantity** indicated in the **Price Bid**.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

The quantity mentioned in the Price Bid is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity of 04 Ships at same rate and Terms & Conditions up to variation of **300%** in addition to the initial quantity for individual items and the total job value may be increased up to **100%** in addition of initial total job value. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement. Necessary amendment of the Purchase Orders will be issued accordingly. The contractors will be loaded according to GRSE project requirement.



The detailed BOQ considering **04 Ships** is detailed below:

SI No.	Item Description	Unit of Measure	Quantity /Ship	Total Quantity for 04 Ships
01	Installation of ME Exhaust Silencer	Set	03	12
02	Installation of ME IRSS System	Set	03	12
03	Installation of ME Intake Line Support	Set	03	12
04	Installation of ME Exhaust Line Support	Set	03	12
05	Installation of DG Exhaust Silencer	Set	04	16
06	Installation of DG IRSS System	Set	04	16
07	Installation of DG Intake Line Support	Set	01	04
08	Installation of DG Exhaust Line Support	Set	04	16
09	Fabrication & erection of rain cap assembly of MEs & DGs and associated structural work for IRSS related device fitment	Set	07	28
10	Hot insulation of plumbing system_ 650 NB	Meter	20	80
11	Hot insulation of plumbing system_ 500 NB	Meter	80	320
12	Hot insulation of plumbing system_ 250 NB	Meter	50	200
13	Hot insulation of plumbing system_ 150 NB	Meter	3	12
14	Hot insulation of plumbing system_ 80 NB	Meter	15	60
15	Hot insulation of plumbing system_ 65 NB	Meter	5	20
16	Hot insulation of plumbing system_ 50 NB	Meter	25	100
17	Hot insulation of plumbing system_ 25 NB	Meter	30	120
18	Hot insulation of silencer	Sq. Meter	80	320

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

Part I (Techno-commercial) bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all



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

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

- 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.

ARTICLE 18 अनुच्छेद-18: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -

- i. Selection of vendor: A pool of Techno-commercially cleared vendor will be created through negotiation based on the submitted documents against the tender. Price bids of those qualified vendors will be opened.
- ii. Establishment of rate: After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to qualified bidders chronologically (L2 / L3 / L4 & so on). The vendors who are interested for the job have to accept the L1 rates for execution of the job.
- iii. Distribution of job:
 - a) GRSE Ltd. at its discretion intends to distribute the total job among 03 (Three) parallel contractors as per their chronological ranking (L1, L2, L3, L4 & so on) depending on the requirement of GRSE during the tenure of the rate contract.
 - b) The total job for four (04) Ships will be distributed among **three** vendors. The L1 vendor will be awarded the job for **02 (two) Ships** and subsequently the next 02 bidders (L2/L3/L4) will be engaged chronologically for the remaining two ships.
 - c) In case the L2/ L3/ L4 or subsequent bidder does not accept the L1 rate, the job of remaining **02 (two) Ships** will be loaded on the L1 bidder.
 - d) In case only 02 qualified bidder (L1 & L2) exists, then L1 bidder will be loaded with **03 Ships** & L2 bidder will be loaded with the remaining **01 Ship**.

Note:

- a) Individual Work Order will be issued Ship wise.
- b) The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendors as per discretion of GRSE. No claim from individual vendors will be accepted.



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

a. Technical Criteria तकनीकी मापदंड - As per SOR No: SOR/MW/ASW SWC/EXHAUST SYSTEM, Rev:01 at Annexure-1.

Supporting documents meeting Technical Eligibility Criteria as detailed in SOTR to be submitted along with the Part-I bid.

(Documents mentioned in above clauses to be submitted with Techno-commercial bid without which no submitted offer will be considered for processing of tender).

b. Financial Eligibility Criteria वित्तीय मापदंड -

1. Bidder's Average Audited Annual financial turnover during last 03 financial years ending on **31st March 2022** should be at least **Rs. 91 Lakhs**.
2. 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'/DPSUs'/Central & State Govt. Organizations PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **30th April 2023**. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note:

a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

c) In case of non-submission of the self-certification document as per format at **Annexure-5**, the bidder will be treated as non-responsive and their offer will be rejected.

(Documents mentioned in above clauses to be submitted with Techno-commercial bid without which no submitted offer will be considered for processing of tender).

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



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

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

GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

4. General Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.



8. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
9. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
10. Bidder has to declare in what capacity he is participating in the tender viz. a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be scanned and uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. **Independent External Monitors (IEM):** Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

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

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

13. **Integrity Pact (समग्रताअनुबंध):** The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-3. The "Integrity Pact on Govt. issued Stamp paper of Rs. 100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.-1) in GRSE website/ Annexure-2 of the tender]



14. Difficulty in submitting the bid prior to submission of offer.:

a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Arnab Saha, Manager (MFOS), Mobile No. 76030 56565, e-mail: Saha.A@grse.co.in**

b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Ashim Kumar Dey, Manager (Contract)/ Main Unit, Mobile No. 75960 23717, e-mail: Dey.Ashimkumar@grse.co.in** prior to submission of offer.

b. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in** / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

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

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

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



- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.
- j. GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / Incorrect/ misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the Tender Enquiry.



8. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
12. Bidder submitted false/incorrect documents etc.
13. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

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

i. Security Deposit प्रतिभूति जमा -

Interest free refundable Security Deposit of **5%** of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at clause 05 of STAC.

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

Work done certificate will be issued by the In-Charge MFOS/In-Charge Pipe Shop/In-Charge H & HOF/PCO of respective ships OR their Nominated officer based on 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.

iii. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills are to be raised on progressive basis. Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 10** along with supporting document (Work Done Certificate Copy etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope 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. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be the Bill certifying officer, Project Leader of respective ships OR, his nominated officer.

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

iv. Payment Terms भुगतान की शर्त:

a. The 90% bill amount with full GST will be paid on monthly progressive basis within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority- PL of



respective Ship/DGM(MFOS)/DGM(Engg.)/AGM (MW/RBD) /their Nominated officer & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority. Amounts recoverable from contractor, if any, is to be adjusted from the bill 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. Balance 10% of the bill amount will be released after expiry of guarantee period on certification by Bill Certifying Authority- PL of respective Ship/DGM(MFOS)/DGM(Engg.)/AGM (MW/RBD) /their Nominated officer or on submission of Performance Bank Guarantee of 10% of the value of Purchase Order valid for a period of 60 days beyond the expiry of Guarantee period. For release of this 10% retention money either after guarantee period or on submission of PBG, the PBG release application to be submitted to Contract Cell duly certified by PL of respective Ship/DGM(MFOS)/DGM(Engg.)/AGM (MW/RBD) /their Nominated officer after expiry of guarantee period.

c. **Bill Certifying Authority:** PL of respective Ship/DGM(MFOS)/DGM(Engg.)/AGM (MW/RBD) /their Nominated officer

v. **Liquidated Damages (निर्णित हर्जाना)**

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

vi. **Risk Purchase जोखिम खरीद**

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

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

vii. **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.

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



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

- ix. **Mandatory use of ISI marked PPE by Contractor Employees:** The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

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

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



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


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

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT: -

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

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-15.

Ashim Kumar Dey
Manager (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024
Email ID: dey.ashimkumar@grse.co.in
Mobile: +9175960 23717

 GRSE LTD.	TECHNICAL SPECIFICATION FOR TURNKEY BASIS INSTALLATION OF ME & DG SILENCER, IRSS, EXHAUST, INTAKE SUPPORT'S, INCLUDING HOT INSULATION OF ENGG EQUIPMENT	SOR No.: SOR/ASWSWC/EXHAUST SYS
		REV: 01
		SHEET- 1 OF 18
		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Date: 26.04.2023		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)


1. INTENT

It is the intent to outsource turnkey basis installation of ME & DG silencer, IRSS, exhaust and intake support's, including hot insulation of engg. equipment. Following broad items required to be carried out at on-board ASWSWC class ships.


Sl. No.	Item Description	Qty.	UOM
01	ME Exhaust Silencer	03	Set
02	ME IRSS System	03	Set
03	ME Intake Line Support	03	Set
04	ME Exhaust Line Support	03	Set
05	DG Exhaust Silencer	04	Set
06	DG IRSS System	04	Set
07	DG Intake Line Support	01	Set
08	DG Exhaust Line Support	04	Set
09	Fabrication & erection of rain cap assembly of MEs & DGs and associated structural work for IRSS related device fitment	07	Set
10	Hot insulation of plumbing system_ 650 NB	20	Mt.
11	Hot insulation of plumbing system_ 500 NB	80	Mt.
12	Hot insulation of plumbing system_ 250 NB	50	Mt.
13	Hot insulation of plumbing system_ 150 NB	3	Mt.
14	Hot insulation of plumbing system_ 80 NB	15	Mt.
15	Hot insulation of plumbing system_ 65 NB	5	Mt.
16	Hot insulation of plumbing system_ 50 NB	25	Mt.
17	Hot insulation of plumbing system_ 25 NB	30	Mt.
18	Hot insulation of silencer	80	Sq. Mt.

2. CONTRACTOR'S SCOPE OF WORK


- 2.1 Installation of line items Sr. No. 1 to 9 as mentioned above as per latest revised GRSE, Muteseal acoustics private limited, Cummins and MTU drawings.
- 2.2 Insulation work of line items Sr. No. 10 to 18 as mentioned above as per latest revised GRSE drawings.
- 2.3 There is a specific alignment criterion between IRSS assembly devices, which has to be met by the Vendor. (For tolerance limits please refer drawing attached).
- 2.4 Free and loaded height of the mountings to be offered to GRSE QA/Class/WOT before and after fitment respectively.

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		SHEET- 2 OF 18
		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
ASW SWC YARD NO. 3033 -3036		
Date: 26.04.2023		

- 2.5 Equipment's have to be lowered/positioned and installed to their respective seats. As per Equipment's weight proper load tested sling has to be made, lug fittings have to be done & requisite chain pulley blocks, pulling rope etc to be used while installation of the equipment's.
- 2.6 During installation vendor is to make a suitable protective covering for save guarding of the equipment and other sensitive items from various items which would otherwise get damage.
- 2.7 For erection of intake line and exhaust line including silencer and IRSS devices, there are number of various types supports i.e. Fixed supports and Sliding supports. Vender needs to erect and if required fabricate the supports and install the same as per the latest available installation drawings.
- 2.8 For supports on steel bulkheads/decks - the supports are to be welded with doubler plate to the exhaust pipeline, silencer, IRSS devices. Doubler plates on pipelines, Silencer & IRSS device are to be suitably bent to match with the pipe outer diameter.
- 2.9 All the brackets and supports are to be erected by qualified welder (DMR249A, SS, MS) onboard ASWSWC ships.
- 2.10 Cutting Opening of Funnel's Top Deck to suit the IRSS Diffusers' Dia., FB fitment & necessary joint as per OEM recommendation to be carried out by the vendor.
- 2.11 The stringers, I-beams, C channels of the Funnel (@ three different ABLs) kept in tack or welded to temporarily hold the IRSS devices need to be cut, repositioned & welded with the funnel structures, to requirement as per block drawing/SSD, to meet the desired position of devices/ supports. Necessary dry survey for all structural activities to be carried out as per the procedures for block.
- 2.12 Seats, Support Structures for installation of IRSS devices has to be fabricated & erected by the vendor. The parts kept on tack with the devices are to be welded post concurrence from berth officers.
- 2.13 For installation of the silencer and IRSS devices there is a requirement of fabrication and erection of minor structures and seats in way of exhaust system for securing of the fixed and sliding supports. (Refer block drawing for the same).

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Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
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- 2.14 Seats / securing structure of some of the above-mentioned items are not yet fitted in the block. The seats /foundations of above-mentioned items which are fitted in the block as well as load bearing brackets of some equipment are kept in tacked condition for necessary adjustment if any during installation hence may not be suitable for complete loading of equipment on it. There is need of additional support / securing structural members to be temporarily fitted and welded by the vendor as per guidance of Berth Officer for suitable positioning and securing of items inside the block. Cutting of any additional structural item in way of lowering and installation / positioning of items inside the block is in the scope of vendor.
- 2.15 Vendor has to perform necessary NDT at the erected structural members post hot work completion.
- 2.16 Rain cap for MEs & DGs are required to be fabricated and erected as per drawing and associated structural work for IRSS related device fitment need to be done by vendor.
- 2.17 At the time of final inspection, support angles and brackets are to be coated with final paint after achieving required surface finish. There may be requirement of Galvanization of the brackets and supports and the same is also included in the vendor's scope.
- 2.18 Hot work to be undertaken without damaging rubber parts. Rubber parts may be dismantled during hot work.
- 2.19 Undertake site survey and ensure that each respective site is ready to enable installation of the equipment at site.
- 2.20 De-gutting if undertaken is to be re-gutted and shown to PL or his authorised officer.
- 2.21 There is a requirement of machining of flanges in way of ME silencers (03 set) interfacing and it is under vendor's scope, material/raw flange should be supplied from GRSE as free issue material.
- 2.22 The vendor having been awarded turnkey responsibility in this regard and required to execute the above-mentioned job (as a whole) as per satisfaction inspection authority.

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		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
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2.23 HOT INSULATION OF EXHAUST PIPES


A. GENERAL

1. The contractor is required to carry out insulation work of entire exhaust system in accordance with approved layout drawings and hot insulation arrangement drawing.
2. Complete exhaust piping insulation work is to be carried out for pipes, silencers, bellows, T-pcs/ Y-pcs, flange joints, hangers/ pipe clamps, Dk/Bhd pcs, drain piping, valves etc. as per approved drawings.
3. The workmanship should be of high order and should be to the entire satisfaction of GRSE and WOT(Kol).
4. The contractor must have previous experience of hot insulation work in Naval warship and should be conversant with Naval shipbuilding practice. The contractor should forward any suggestion for improvement in insulation work but decision of GRSE/ WOT will be final in this regard.
5. Any change in insulation work, if recommended by WOT/ GRSE QA during inspection are to be carried out by sub-contractor free of cost.
6. The following materials shall be supplied by GRSE to sub-contractor:
 - a. Ceramic blanket
 - b. Ceramic cloth
 - c. Ceramic rope
 - d. Ceramic bulk fibre

Note: All other materials shall be supplied by sub-contractor (e.g. Heat resistant Al Paint, Polyurethane paint, Selfas 30-36/Equivalent MAS product, SS stud / band, SS wire net, Cu wire, Ceramic twine, wire brush and other requisite tools / materials required to carry out the job, etc.). 1 mm thk(minimum) AL/SS sheet required for cladding over insulating material of DD fire pump exhaust pipe to be provided by Vendor.

7. (a) Measurement of insulation work shall be taken by contractor.
- (b) Equivalent length of insulation for exhaust pipes, fittings & insulated area of silencers are to be certified by GRSE.
8. The following ASWSWC drawings are to be followed:

(a)	System & CLO details of ME & DG exhaust line along with hot insulation drawings.
(b)	System & CLO details of DG exhaust line along with hot insulation drawings.
(c)	System & CLO details of EDA exhaust line along with hot insulation drawings.
(d)	System & CLO details of DD Fire Pump exhaust line along with hot insulation drawings.
(e)	System & CLO details of DD Compressor exhaust line along with hot insulation drawings.

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Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
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9. Insulation thickness to be as follows:

- | | | |
|--------------------------------------|---|---------|
| a. Main Engine Exhaust line | : | 125 mm. |
| b. DG Exhaust line | : | 125 mm |
| c. EDA Exhaust line | : | 125 mm |
| d. DD Compressor Exhaust line | : | 125 mm |
| e. DD Fire Pump exhaust line | : | 125 mm |
| f. For drain pipe of Exhaust. piping | : | 50 mm |

10. Receipt inspection of items supplied by sub-contractor shall be carried out by GRSE / WOT. Any item rejected during receipt inspection are either to be replaced or discrepancies pointed out to be resolved.

11. Sub-contractor is required to carry out the lagging work commensurate with cardinal events of ship's construction.

12. Deficiency of any nature observed either during construction or at the time of acceptance and recorded in D448 form, are to be made good by the sub-contractor at no extra cost.

13. Any rework, if required is to be carried out at the same rate quoted by the subcontractor for original work.

14. Staging, if required is to be erected by sub-contractor. Staging material will be supplied by GRSE.

15. All the machinery in the vicinity of insulation work are to be properly covered to avoid ingress of insulation material inside machinery/system piping.

B. APPLICATION OF INSULATION


Note: All insulation to be to the latest requirement of Admiralty process specification No. DG Ships/290

1. Preparation of surfaces

All surfaces, which are to be lagged, are to be prepared in accordance with process specification DGS 290. The exterior of pipes is to be applied with a coat of heat resistant aluminium paint.

2. Insulation of pipe work & Silencer

In general, the insulation of ceramic fibre blanket is to be of multilayer construction with all joints staggered (overlapping joints with minimum overlap of 20mm). Total thickness of insulation (e.g. 50mm / 125mm) is to suit individual system requirement. For ASWSWC class ships required thickness is 125mm / 50mm made up with layers of 25mm thick blanket. After wrapping of each layer onto pipe the edges of blanket will be bound by 20 SWG copper wire and the free ends of copper wire will be buried in the blanket. This is applicable for all the layers of the multilayer insulation. Edges of blanket are not required to be stitched to the adjacent blanket. Gaps/ space between adjacent layers of blankets is to be filled up with ceramic bulk

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fibre. Final layer of insulation is to be covered with 3/4" x 20 SWG SS wire net bound at a minimum spacing of 300mm by means of 20 SWG copper wire.

Cladding of insulation is to be done by 3 mm thick minimum ceramic cloth of approved type (DGS 6855 INTC/ 23 / NES 806, part-II or eqv.) sewn with asbestos free (e.g. ceramic) twine and the sewn edges will be turned and over sewn.

Vapour sealing will be done by two coats of Selfas 30-36 or equivalent MAS – product on ceramic cloth (the first coat is to be allowed 15 hrs. drying time).

Multilayer insulation is to stop short of all fitting and flange connection by a distance just sufficient to enable bolting to be withdrawn without disturbing the fixed installation. The exposed edges are to be covered by ceramic cloth carried over the edge and suitably secured.

3. Insulation of flanged joints

Flanged joints will be insulated after joints have been proven against leaks during setting to work (STW)/Sea trials of the system. Multilayer insulation terminated short of either side of flanged joints as stated above will be bridged by ceramic fibre blanket of the same thickness as that on pipes and of the same type of multilayer construction. This will facilitate ready removal of the insulation of inspection of flanged joints. The annular, free air space thus formed around the flanged joints is to be filled up properly with ceramic bulk fibre / ceramic rope. The bridging layers over flanged joints are to be formed in the same way as on the pipe.

4. Insulation of flexible bellows

Length of flexible bellow between the end flanges will be wrapped up by turnings of 25mm/ 12.5mm dia. ceramic fibre rope built up to a layer level with the pipe insulation (minimum thickness equal to pipe insulation thickness). The flanged joints are to be insulated as detailed at para 3.

5. Insulation of hanger

Hangers and supports is also to be insulated as per Hot insulation Drawing.

6. Painting on exterior


After completion of trials and insulation, a coat of polyurethane paint is to be applied on the exterior of insulation to minimise radiation.

7. Fittings attached with engines

Any pipe length of elbow etc. which is attached to a resiliently mounted main engine or DG Set and is installed before any flexible bellow should be insulated in the same way as bellows i.e. by means of ceramic fibre rope. Fittings, attached with rigidly mounted engines are to be lagged with ceramic fibre blanket as in case of pipe work.

8. Insulation on exposed deck exhaust line

Metal cladding of min. thickness 1 mm (AL/SS sheet) to be done for DD fire pump exposed deck exhaust line. The required material to be supplied by vendor.

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Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
ASW SWC YARD NO. 3033 -3036		
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9. Insulation of vertical surface

To keep insulation in position, SS studs to be tack welded on vertical surfaces. In case tack welding is not possible, each layer of ceramic blanket is to be held in position by 25 mm wide 24 SWG SS band at intervals of 300 to 450 mm. The free ends of band are to be buried in insulation.

C. MEASUREMENT


- Measurement of Hot insulation only would be carried out in accordance with I.S. 14164 on finished insulated surface. Bends, flanges, connection pieces, fittings, bellows etc. will not be considered/ measured during measurement of straight length of straight pipe. Measurement for these will be done properly / separately as per IS: 14164. (Annexure - 1)
- Job completion certificate with measurement of actual work carried out, is to be obtained by the sub-contractor from Project Leader/ Project Manager of GRSE QA / WOT (Kol) rep and payment will be made out accordingly.
- A QAP is to be submitted by sub-contractor within 15 days to GRSE QA for approval within 15 days of placement of LOI / order.
- Job has to be completed within 02 months after placement of PO or after getting necessary site clearance from site Officer/PL. A hinderance register is to be maintained & to be put-up for approval by the PL on weekly basis.

ANNEXURE -1

**LIST OF SIZE/ THICKNESS OF INSULATION & EQUIVALENT
LENGTH OF EXHAUST PIPE INSULATION AS PER IS-14164**

A. For Pipe & Fittings (as per IS:14164)

Sl. No.	EXHAUST PIPE & FITTINGS SIZE DESCRIPTION	Equivalent Length in Mtrs. (approx.)	Insulation Thickness (mm)
1.1	650 NB	20	125
1.2	500 NB	80	125
1.3	250 NB	50	125
1.4	150 NB	3	125
1.5	80 NB	15	125
1.6	65 NB	5	125
1.7	50 NB	25	50
1.8	25 NB	30	50


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		SHEET- 8 OF 18
		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
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B. Area of insulation for silencer (as per IS:14164) (Insulation thickness 125mm)

System	ME Exhaust (03 nos.)	DG Exhaust (04 nos.)	EDA Exhaust (01 no.)	DD Fire Pump (01 no.)	DD Compressor (01 no.)
Silencer Area	80 Sq. Metres				

2.24 Mandatory points for all the indents jobs:

- (i) The successful bidder should submit the QAP for indented job and that should be mutually agreed upon by the GRSE QA / WOT / TPI / Other Inspecting agency for further processing on-board work.
- (ii) Clearance to be obtained from site officer/PL prior to commencement of any hot work. Marking, cutting on deck / bhd and tack welding are to be executed by the contractor after getting clearance from Yard.
- (iii) Utmost care to be ensured including manning at both end of hot work interface.
- (iv) In case of any requirement for removal of finally erected items to allow spaces for facilitate installation of other items / equipment, the same are to be done by the contractor without any commercial financial implication.
- (v) To facilitate other work and reassembly, removal / dismantling as required may be undertaken by the contractor till completion of final inspection without any cost implication.
- (vi) Requirement of service bolts/temporary support as required during erection is to be arranged by the contractor.
- (vii) Time to time protection and preservation of the installed equipment/items also taken care off by the contractor.
- (viii) Documentation, Copies of SIR, Inspection notes and preservation details are to be handed over in hard and soft copy to MFOS / Berth Officer / PL.
- (ix) Vendor has to depute manpower during MEs & DGs trials to ensure proper work satisfaction. Deficiency of any nature observed either during construction, trial or at the time of acceptance and recorded in form D448 will be made good by the contractor on board the ship at no cost.
- (x) All temporary structure / scaffolding as required during erection are to be arranged by the contractor and protection of all shipboard items during scaffolding / work are to be ensured by the contractor. However, material will be supplied by GRSE. Available scrap material may be utilized for temporary support in consultation with the machinery / Berth Officer.

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- (xi) Considering site conditions / maintainability aspect / recommendation of GRSE QA /CLASS/ WOT /Other Inspecting agency, there may be any requirement of modifications during on-board erection. The same are to be carried out by the contractor without any commercial financial implication.

3. CONTRACTOR'S SCOPE OF SUPPLY

- (i) Standard tools, tackles & instrument.
- (ii) Service nut-bolts as and when required for erection of the indented job.
- (iii) Adequate Welding machine along with all accessories.
- (iv) Gas cutting torch, hoses & regulators.
- (v) Portable Baking ovens, Grinding Machine with wheels, Power extension board.
- (vi) Experienced fitters, gas cutter and DMR, SS & MS Qualified welder & persons to coordinate, control, direct, plan and execute the work.
- (vii) If welder qualification is required then vendor should arrange the welder qualification test as per GRSE's welder's qualification SOP within 07 working days at their cost.
- (viii) Material for NTD & DP test.
- (ix) Load tested lifting appliances i.e. Chain pulley blocks, Slings, Shackles, general purpose tools, drill machine and any other installation items.
- (x) Calibrated Torque tightening device.
- (xi) Personal protective equipment & safety tools for their personnel to ensure necessary safety precautions as per GRSE safety Dept. guideline.
- (xii) Any other facilities not listed above but considered necessary by the Contractor for carrying out the entire work satisfactorily.
- (xiii) Proper skilled /semi-skilled workforce as per work requirements and optimum supporting unskilled workforce including experienced Engineers / Supervisors & also one experienced / qualified Safety Officer as necessary.

4. SITE VISIT

Before quoting, the Bidder / Tenderer in his own interest shall carry out site visits to know the site conditions / situations and full implications of the assignment. This will also help bidders in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

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		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
ASW SWC YARD NO. 3033 -3036		
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5. INSPECTION AUTHORITY:

- Inspection will be carried out by GRSE(QA), WOT, OEM, Class as per requirement of GRSE.
- Successful bidder has to submit QAP duly approved by inspection authority as mentioned above by 07 days from the placement of PO/LOI.

6. WORK DONE CERTIFICATE AND PAYMENT:


The payment shall be made against invoice on completion of services provided certified by following inspection authority.

Invoice will be certified by PL / DGM (MFOS) / DGM (Engg.) / AGM MW.

Sl. No.	Item Description	WDC Authority
01	Installation of ME Exhaust Silencer	MFOS
02	Installation of ME IRSS System	MFOS
03	Installation of ME Intake Line Support	PIPE SHOP
04	Installation of ME Exhaust Line Support	PIPE SHOP
05	Installation of DG Exhaust Silencer	MFOS
06	Installation of DG IRSS System	MFOS
07	Installation of DG Intake Line Support	PIPE SHOP
08	Installation of DG Exhaust Line Support	PIPE SHOP
09	Fabrication & erection of rain cap assembly of MEs & DGs and associated structural work for IRSS related device fitment	H & HOF
10	Hot insulation of plumbing system_ 650 NB	PIPE SHOP
11	Hot insulation of plumbing system_ 500 NB	PIPE SHOP
12	Hot insulation of plumbing system_ 250 NB	PIPE SHOP
13	Hot insulation of plumbing system_ 150 NB	PIPE SHOP
14	Hot insulation of plumbing system_ 80 NB	PIPE SHOP
15	Hot insulation of plumbing system_ 65 NB	PIPE SHOP
16	Hot insulation of plumbing system_ 50 NB	PIPE SHOP
17	Hot insulation of plumbing system_ 25 NB	PIPE SHOP
18	Hot insulation of silencer	PIPE SHOP

7. PRE -QUALIFICATION CRITERIA:

The bidder should have experience of having successfully completed following type of work at onboard ships in GRSE or other PSU / Private Shipyards during last **05 years** ending 31st March 2023.

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		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
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- 7.1 Vendor should have past experience of undertaking work / job of erection of Steel Hull block. or
- 7.2 Vendor should have past experience of undertaking work / job of lowering and installation of auxiliary machinery equipment. or
- 7.3 Vendor should have past experience of undertaking work / job of installation of engine or DA exhaust system.

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

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

8. GENERAL REQUIREMENTS:

- a. Cleanliness to be maintained
- b. Contractor will have to schedule activities in consultation with GRSE (PL/Engg. section)
- c. Deficiency of any nature as may be observed during inspection or at the time of acceptance will be made good by the contractor
- d. Vendor to meet the work schedule provided by GRSE. To complete the job in schedule time vendor may have to work beyond normal working hours, shift and holidays. In order to decongest the ship and ensure unhindered progress, PL/ PCO will intimate the firm in advance (previous week) of the shift assigned, G, A, B, Night etc.
- e. All the safety guidelines for working on blocks/units and other statutory requirements for working inside the GRSE Main Works Premises are to be strictly followed. The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel.
- f. Statutory HR and GRSE Safety requirements to be met.
- g. Hindrance Register to be maintained by the sub-contractor and put up for approval by the Project Leader nominated rep.

9. Job starting and completion schedule:

JOB SHOULD BY START WITHIN 07 DAYS FROM SITE CLEARANCE RECEIVED FROM PL / IN-CHARGE MFOS/IN-CHARGE PIPE SHOP AND TO BE COMPLETED WITHIN 6 MONTHS

10. OTHER TERMS

- a) In the event of specific assistance like providing of lifting appliances and machining operations are required from GRSE shops, then the same will be provided on chargeable basis as per promulgated GRSE rates as applicable.

**GRSE LTD.**

Group: Engg.

**ASW SWC YARD
NO. 3033 -3036**

Date: 26.04.2023

**TECHNICAL SPECIFICATION FOR
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OF ME & DG SILENCER, IRSS,
EXHAUST, INTAKE SUPPORT'S,
INCLUDING HOT INSULATION OF
ENGG EQUIPMENT****SOR No.:**
SOR/ASWSWC/EXHAUST SYS
REV: 01**SHEET- 12 OF 18****PREP. BY: A. Saha, Mgr./MFOS,
B. Pal, Mgr./Pipe Shop & T.
Ganesan Mgr./Hull****CHECKED BY: S. Ghosh.
Sr. Mgr. (PL-3035)**


- b) Risk purchase clause will be applicable in case sub-contracting firm fails to complete job on time.

11. Acceptance

The acceptance of the services is subject to the satisfaction of berth, OEM (if available) & inspection authority.

12. METHOD OF QUOTATION

Sl. No.	Work Description	Quantity/ Ship Set	UOM
01	Installation of ME Exhaust Silencer	03	Set
02	Installation of ME IRSS System	03	Set
03	Installation of ME Intake Line Support	03	Set
04	Installation of ME Exhaust Line Support	03	Set
05	Installation of DG Exhaust Silencer	04	Set
06	Installation of DG IRSS System	04	Set
07	Installation of DG Intake Line Support	01	Set
08	Installation of DG Exhaust Line Support	04	Set
09	Fabrication & erection of rain cap assembly of MEs & DGs and associated structural work for IRSS related device fitment	07	Set
10	Hot insulation of plumbing system_ 650 NB	20	Mt.
11	Hot insulation of plumbing system_ 500 NB	80	Mt.
12	Hot insulation of plumbing system_ 250 NB	50	Mt.
13	Hot insulation of plumbing system_ 150 NB	3	Mt.
14	Hot insulation of plumbing system_ 80 NB	15	Mt.
15	Hot insulation of plumbing system_ 65 NB	5	Mt.
16	Hot insulation of plumbing system_ 50 NB	25	Mt.
17	Hot insulation of plumbing system_ 25 NB	30	Mt.
18	Hot insulation of silencer	80	Sq. Mt.

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		PREP. BY: A. Saha, Mgr./MFOS, B. Pal, Mgr./Pipe Shop & T. Ganesan Mgr./Hull
Group: Engg.		CHECKED BY: S. Ghosh. Sr. Mgr. (PL-3035)
ASW SWC YARD NO. 3033 -3036		
Date: 26.04.2023		

13. BILL OF QUANTITY (BOQ)

Sl. No.	Item Description	Qty. per Ship	Qty. for 4 ASW SWC ships	UOM
01	Installation of ME Exhaust Silencer	03	12	Set
02	Installation of ME IRSS System	03	12	Set
03	Installation of ME Intake Line Support	03	12	Set
04	Installation of ME Exhaust Line Support	03	12	Set
05	Installation of DG Exhaust Silencer	04	16	Set
06	Installation of DG IRSS System	04	16	Set
07	Installation of DG Intake Line Support	01	4	Set
08	Installation of DG Exhaust Line Support	04	16	Set
09	Fabrication & erection of rain cap assembly of MEs & DGs and associated structural work for IRSS related device fitment	07	28	Set
10	Hot insulation of plumbing system_ 650 NB	20	80	Mt.
11	Hot insulation of plumbing system_ 500 NB	80	320	Mt.
12	Hot insulation of plumbing system_ 250 NB	50	200	Mt.
13	Hot insulation of plumbing system_ 150 NB	3	12	Mt.
14	Hot insulation of plumbing system_ 80 NB	15	60	Mt.
15	Hot insulation of plumbing system_ 65 NB	5	20	Mt.
16	Hot insulation of plumbing system_ 50 NB	25	100	Mt.
17	Hot insulation of plumbing system_ 25 NB	30	120	Mt.
18	Hot insulation of silencer	80	320	Sq. Mt.



GRSE LTD.

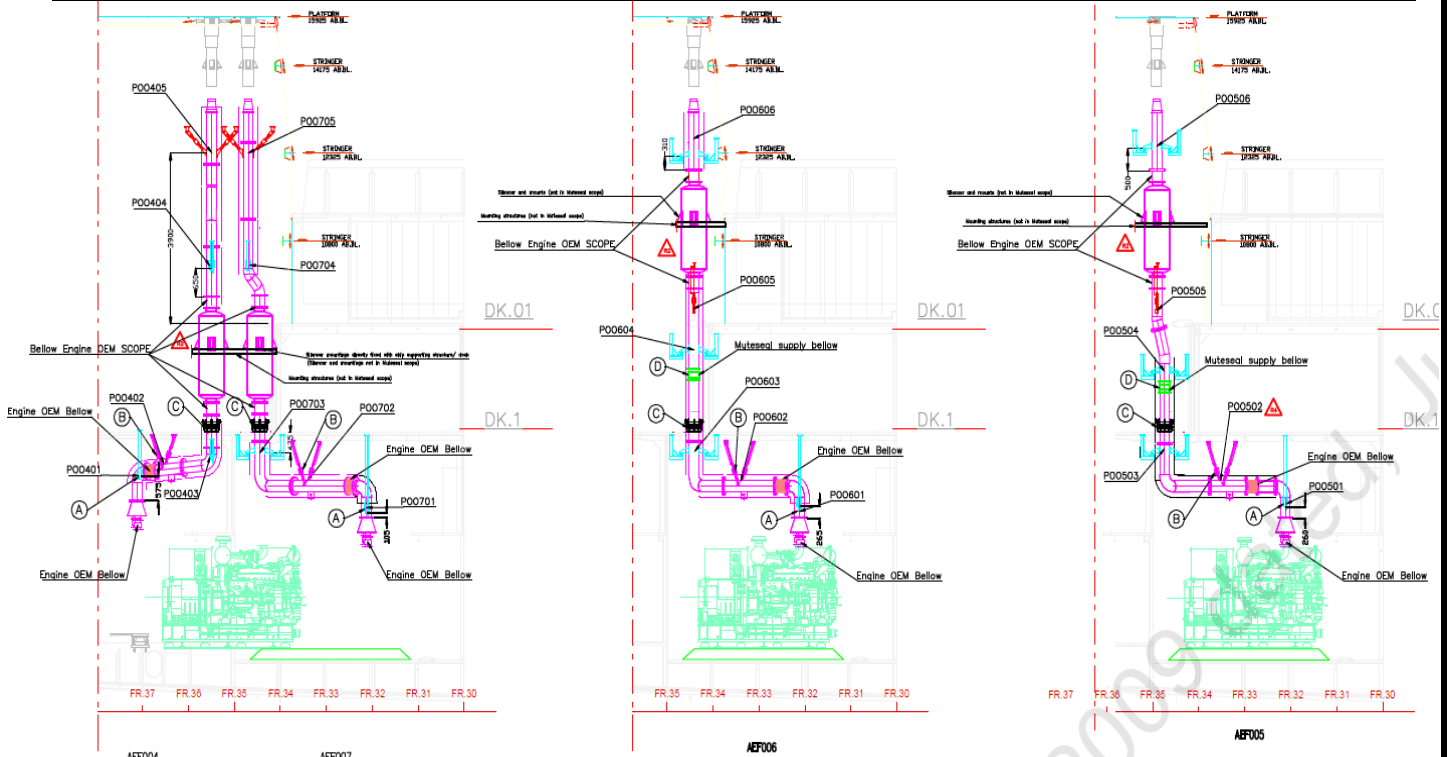
Group: Engg.
ASW SWC YARD
NO. 3033 -3036

Date: 26.04.2023

**TECHNICAL SPECIFICATION FOR
TURNKEY BASIS INSTALLATION
OF ME & DG SILENCER, IRSS,
EXHAUST, INTAKE SUPPORT'S,
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ENGG EQUIPMENT**

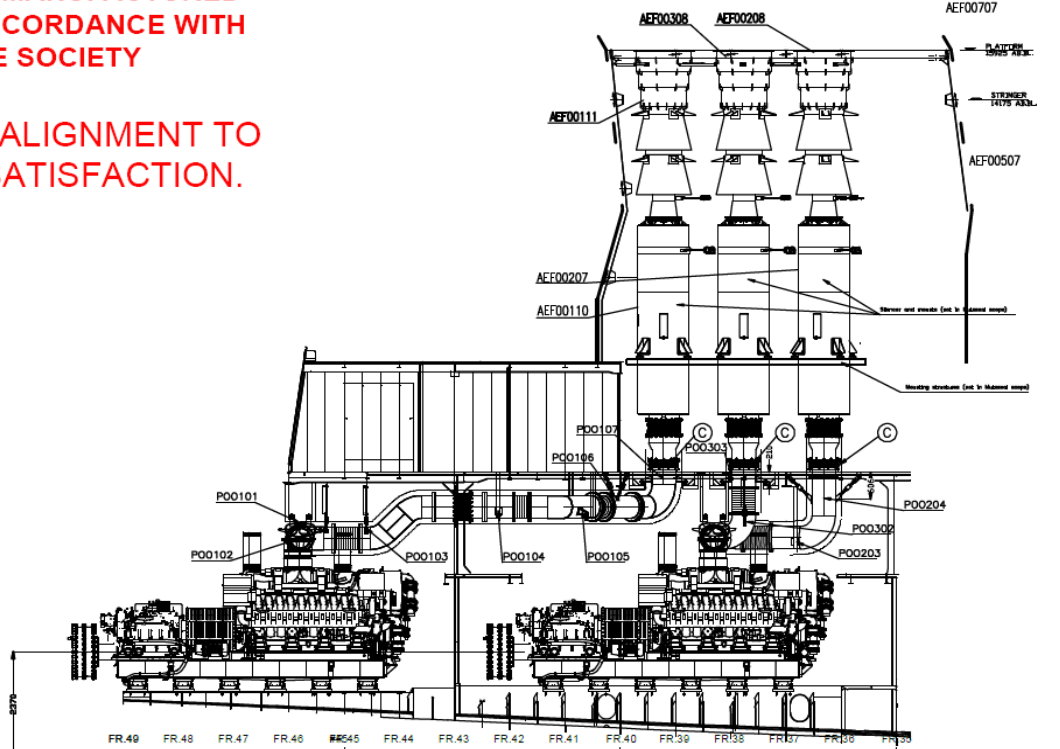
SOR No.:
SOR/ASWSWC/EXHAUST SYS
REV: 01

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PREP. BY: A. Saha, Mgr./MFOS,
B. Pal, Mgr./Pipe Shop & T.
Ganesan Mgr./Hull
CHECKED BY: S. Ghosh.
Sr. Mgr. (PL-3035)



**MATERIALS TO BE MANUFACTURED
AND TESTED IN ACCORDANCE WITH
THE RULES OF THE SOCIETY**

**WELDING AND ALIGNMENT TO
SURVEYOR'S SATISFACTION.**





GRSE LTD.

Group: Engg.

ASW SWC YARD
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**TECHNICAL SPECIFICATION FOR
TURNKEY BASIS INSTALLATION
OF ME & DG SILENCER, IRSS,
EXHAUST, INTAKE SUPPORT'S,
INCLUDING HOT INSULATION OF
ENGG EQUIPMENT**

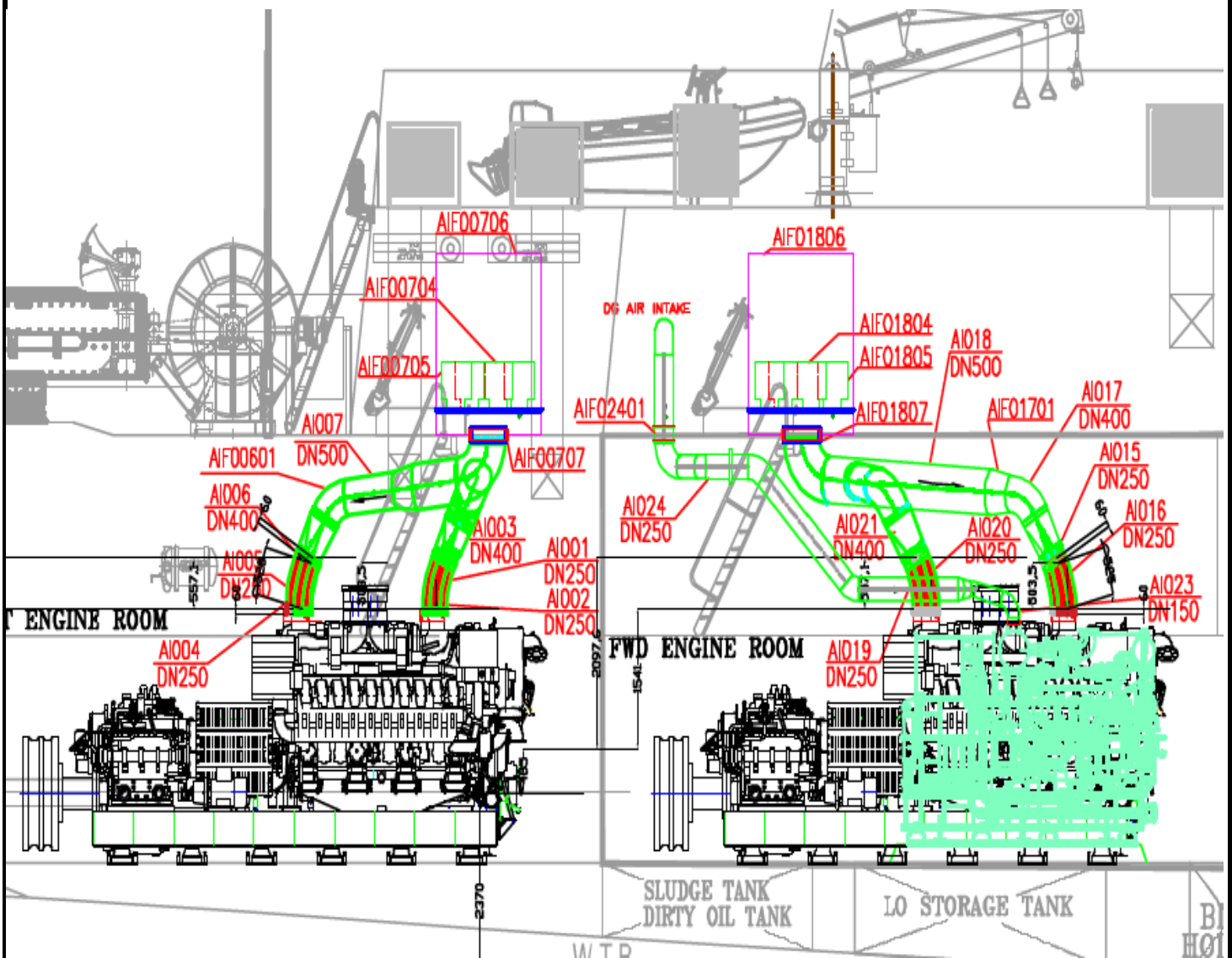
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SOR/ASWSWC/EXHAUST SYS
REV: 01

SHEET- 16 OF 18

PREP. BY: A. Saha, Mgr./MFOS,
B. Pal, Mgr./Pipe Shop & T.
Ganesan Mgr./Hull

CHECKED BY: S. Ghosh.
Sr. Mgr. (PL-3035)

Intake System drawing



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STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्ते (एसटीएसी)

(1) Integrity Pact समग्रताअनुबंध :

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.

The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.



- c) Following facilities/benefits may be given to MSEs: -
(i) Exemption for payment of Tender Fee & Earnest Money Deposit.
(ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.
- (ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.
- (iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.
- (iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.
- e) Non-Divisibility of Tender Items: - In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
(i) For proprietary MSE, proprietor(s) shall be SC/ST.
(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.
- (3) **Tender Fee (निविदाशुल्क): Non-Refundable (गैर वापसी योग्य)**
- i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of



GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of “Garden Reach Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers’ sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.
- vi. **Refund of Earnest Money Deposits (बयाना जमा की वापसी)**
 - 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.

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in **Clause 35** 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

(5) VALIDITY OF OFFER (प्रस्ताव की वैधता) :-

Your offer should remain valid for a period of 90/120/180 days (as per terms of specific NIT) from the due date of the tender.

(6) 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/receipt of LOA or PO/as specified in the NIT. 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 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 along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department 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.



- (7) **WORK DONE CERTIFICATE (W.D.C.)** (किए हुए काम का प्रमाणपत्र) :- Firm will put up Work Done for certification to site engineer /PL /or as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.
- (8) **BILL SUBMISSION** बिल प्रस्तुति:
On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually (as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.
- (9) **COMPLIANCE OF ESI & PF** (ईएसआई और पीएफ़ का अनुपालन): -
1. Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
2. For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.
- (10) **GST REGISTRATION** (जी एस टी पंजीकरण): - The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.
- (11) **GUARANTEE PERIOD** (गारंटी अवधि):
Workmanship will be guaranteed for satisfactory performance for a period ***as stated in NIT.*** Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

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



(12) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु):

a) Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. 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. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु):

a) Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

b) The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.

c) The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

(13) **QUANTITY VARIATION (मात्रा भेद) :** Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions up to variation (+25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

(14) **UNREASONABLE QUOTES अतर्कसंगत भाव -**

A. For Job Contract (कार्य संविदा हेतु) :

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

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

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE



shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. For Manpower Contract (श्रमशक्ति संविदा हेतु):

- i) The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e PF, ESI etc.
- ii) In case the quoted price of the L1 bidder is found unreasonably low i.e does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

(15) **JOINT VENTURE (संयुक्त ऊधम) : Not Applicable for this Tender**

The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:

- i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.
- ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.
- iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.
- iv) Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.
- v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.



vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.

vii) If selected, PO would be issued in favour of the JV.

(16) **CONSORTIUM (अल्पकालीन संघटन): Not Applicable for this Tender**

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

i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.

ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.

iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.

iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.

v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.

vi). If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, *inter alia*, the role of each



member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.

vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.

viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.

ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.

x) All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.

xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.



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

a) Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.

b) However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.

c) For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

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

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

(19) **FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ :-** The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). 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.

(20) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेतु मार्गदर्शन):** The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.

(21) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता):** The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:



LIST OF PPES (पी पी ई की सूची)

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

(22) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY**(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

(23) **ENERGY CONSERVATION** (ऊर्जा संरक्षण): - GRSE will provide power supply at free of cost for execution of job. The vendor should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001: 2011.

(24) **GUARANTEE FOR RAW MATERIAL**(अनिर्मित सामग्री की गारंटी) : This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.

a) Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.



b) Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. 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.

c) Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

d) During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.

e) For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

(25) **MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण) :-**

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan clearly indicating whether the stiffeners are: -

- i) Temporary stiffeners supplied by vendor.
- ii) Sections of ABS quality supplied by GRSE.

(c) While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

(26) **INSURANCE (बीमा):** - In case the sub-contracted job has to be executed at contractor's premises, 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 following:

- (i) Fire as per AIFT including EQ, STFI at Contractors premises.
- (ii) Burglary including theft during Storage at Contractors premises.



- (iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- (iv) Loading & unloading including TP liability at all fabricator's premises.
- (v) Loss due to infidelity of contractors whilst in storage.
- (vi) Spoilage of material by contractors by any accidental reasons whatsoever.

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

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

(27) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड): -**

- 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 liquidated damages.
- h) Sufficient Supervisory Staff should be provided by the contractor during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to the contractor and loss incurred will be recovered from the contractor.

(28) **WORKING HOURS (कार्य समय) :**

The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) 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 as per NIT Terms.

(29) **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.

(30) **INDIVIDUALITY OF THE CONTRACT (संविदा 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.

(31) **SECRECY OF INFORMATION (सूचना की गोपनियता): -**

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

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

Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

(32) **REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण):**

The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.

(33) **CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): -**

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.

(34) **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.

(35) **CORRECTION OF ERRORS (त्रुटि सुधार):**

Bids determined to be responsive will be checked by GRSE for any arithmetic error. Errors will be corrected by GRSE 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 NIC Portal: -

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.

(iii) For tendering through GeM Portal: -

Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, 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.

(36) **FORCE MAJEURE (अप्रत्याशित घटना) :**

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.

- (37) **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.
- (38) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती):** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.
- (39) **OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान):** 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.
- (40) **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.
- (41) **JURISDICTION (न्याय अधिकार):** 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) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.



1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



FORMAT FOR TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-4

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

Financial Data for evaluating Financial Eligibility

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **30.04.2023** from taking part in Government tenders.

Or

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

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

Signature -----

Name -----

Designation: -----

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

Date:

Signature of Bidder with Seal.



Annexure-10

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)				
A.1	BTN (as per BTS System): -			
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)			
A.3	PO Number			
A.4	Name of Vendor			
A.5	Location of work:	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises		
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed:			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put ✓ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp



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-15 "A"

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

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



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



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

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



INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2023.

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"

and

M/s..... having registered office address _____ hereinafter referred to as "the Bidder/Principal Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ (Job) The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s)/ or Principal Contractors (s) in consideration of the Contract awarded to GRSE by Indian Navy, Government of India.

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

Section 1- Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential /additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contact execution.
- c. The Principal will exclude from the process, all known prejudiced persons.

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this



regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

- a. The Bidder(s)/ Principal Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Principal Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Principal Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Principal Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Principal Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Principal Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Principal Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- e. The Bidder(s)/Principal Contractor(S) will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries or any other person in connection with the award of the contract.



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

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

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

Section 4- Compensation for Damages.

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Principal Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

1) The Bidder declares that no previous transgressions has occurred for them in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

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

1) The Bidder(s)/Principal Contractor(s) undertake(s) to demand from all sub-Principal Contractors a commitment in conformity with this integrity pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Principal Contractors and Sub-Principal Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.



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

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

Section 8- Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor (Monitor) for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform its functions neutrally and independently. The Monitors report to the Chairman, GRSE.
- 3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Principal Contractor. The Principal Contractor will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Sub Principal Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Principal Contractor(s) /Sub Principal Contractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Principal Contractor, The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to it by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7) The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.



8) If the Monitor has reported to the Chairman GRSE, a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word `Monitor' would include both Singular and plural.

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

1) This agreement is subject to Indian Law; place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)

(For & On behalf of the Bidder/Principal Contractor)
(Name, designation, official seal)

Place.....

Place.....

Date

Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)



Format for Bid Security Declaration

Date: DD/MM/YYYY

Bidder's Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,
Kolkata – 700 024

Kind Attn: (*Name & Designation of tender issuing officer*)

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE/NSIC document.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Security Deposit Clause of the tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[*Insert signature of authorized representative*]

[*Insert legal capacity of the person signing the declaration*]

[*Insert complete name of person signing the declaration*]

Duly authorized to sign the bid for and on behalf of [*insert complete name of bidder*]

Date: DD/MM/YYYY

[*Put corporate seal as appropriate*]