



# **Garden Reach Shipbuilders & Engineers Limited**

**(A Govt. of India Undertaking Under Ministry of Defence)**

**61P, Garden Reach Road, Kolkata - 700 024**

Web siteवेब: [www.grse.nic.in](http://www.grse.nic.in), E-Mailई मेल: [Chatterjee.Krishnakanta@grse.co.in](mailto:Chatterjee.Krishnakanta@grse.co.in)

CINसी आई एन: L35111WB1934GOI007891

## **CORRIGENDUM-I**

**Name of job: - BIENNIAL RATE CONTRACT FOR ERECTION OF BLOCKS AND UNITS FOR  
NGOPV AND OTHER SHIPS**

**E- TENDER NO – SCC/KC/OT(P)/BLOCK ERECTION/029/ET-2021 Dated :03.04.23**

### **FOLLOWING ARE TO BE READ IN CONJUNCTION WITH THE ORIGINAL TENDER DOCUMENT**

- 1. The NIT/SOTR: Job Title** is AMENDED and to be read as follows: -  
"BIENNIAL RATE CONTRACT FOR ERECTION OF BLOCKS AND UNITS FOR NGOPV AND OTHER SHIPS."
- 2. Revised Price Bid** is uploaded.
- 3. The SOTR SI. No.: 2. (vi) PRE-QUALIFICATION CRITERIA:** is AMENDED and to be read as follows:  
"Dedicated two supervisors need to be catered for individual 06 types of jobs. In some special cases, if requirement exists for more supervisors due to job exigency, where several parallel erection activities are in progress in different ships, in lieu of Diploma holder supervisors, firm's experienced supervisor with minimum 10 Years of past naval ship building experience in established shipyard may be considered. Written permission for this alteration must be taken from GRSE officials (Production and PMT) prior deployment. This should not be taken as regular practice."
- 4. The SOTR SI. No.: 3. b) (iii) SUB CONTRACTOR'S SCOPE OF WORK:** is AMENDED and to be read as follows:  
"Firm is to co-ordinate with GRSE to ensure seamless joining of pipes/cable of pre-outfitted blocks at the block joints."
- 5. The SOTR SI. No.: 3. b) (ix) SUB CONTRACTOR'S SCOPE OF WORK:** is AMENDED and to be read as follows:  
"DP test and Radiographic and/or Ultrasonic Test (UT) or Phased Array Ultrasonic Test (PAUT) or X-ray of welded joints (including surface preparation by grinding and RT location marking and transferring), as required by inspection authority as per approved QAP. However, radiographic or PAUT shots will be arranged by GRSE. QAP for relevant tests will be provided to the vendors while placement of individual PO."
- 6. The SOTR SI. No.: 6. g) GRSE's SCOPE OF SUPPLY:** is AMENDED and to be read as follows:  
"However, wherever supply of gas by GRSE has been mentioned, it will be only Oxygen & DA."



# **Garden Reach Shipbuilders & Engineers Limited**

**(A Govt. of India Undertaking Under Ministry of Defence)**

**61P, Garden Reach Road, Kolkata - 700 024**

Web site वेब: [www.grse.nic.in](http://www.grse.nic.in), E-Mail ई मेल: [Chatterjee.Krishnakanta@grse.co.in](mailto:Chatterjee.Krishnakanta@grse.co.in)

CINसी आई एन: L35111WB1934GOI007891

7. **The SOTR SI. No.: 12. a) DELIVERY SCHEDULE:** is AMENDED and to be read as follows:

Vendor has to meet the committed through put as per Para 4 above in multiple fronts (at least 04 simultaneously). In the event of any shifting of date, number of days for each Block/unit would remain constant. General guideline for block/unit erection completion, including fit up, alignment, welding, dry survey, NDT etc. would be

For Steel blocks

- |      |                                              |   |         |
|------|----------------------------------------------|---|---------|
| (i)  | Double bottom blocks of weight more than 30T | – | 40 days |
| (ii) | Other blocks                                 | – | 30 days |

For Aluminium blocks

- |      |                             |   |         |
|------|-----------------------------|---|---------|
| (i)  | Up to 5T                    | – | 20 days |
| (ii) | More than 5T, less than 10T | – | 30 days |

8. **The SOTR SI. No.: 25. & NIT SI. No. 22 (v): PAYMENT TERMS:** is AMENDED and to be read as follows:

Stage 1: Dock block arrangement and lowering of block.

Stage 2: Alignment and fit-up of block.

Stage 3: Dry survey of erected block.

Stage 4: DP, NDT, hose test and pressure test (as applicable)

Stage 5: Dry survey of fabrication

Stage 6: Erection, dry survey and other inspection (as applicable)

Stage 7: Completion of job

Stage 8: Marking and opening of shipping route

Stage 9: Closing of Shipping Route, Inspection and NDT(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.

The Stage wise certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority. Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor. Stages of Payment will be as follows: -

For (i)Erection of High tensile Steel/DMR/AH36/MS Hull blocks: -

- 10% payment will be released on completion of Stage 1
- 30% payment will be released on completion of Stage 2
- 35% payment will be released on completion of Stage 3
- 25% payment will be released on completion of Stage 4.



# Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking Under Ministry of Defence)

61P, Garden Reach Road, Kolkata - 700 024

Web siteवेब: [www.grse.nic.in](http://www.grse.nic.in), E-Mailई मेल: [Chatterjee.Krishnakanta@grse.co.in](mailto:Chatterjee.Krishnakanta@grse.co.in)

CINसी आई एन: L35111WB1934GOI007891

(ii) Erection of High tensile Steel Superstructure AL blocks: -

10% payment will be released on completion of Stage 1

30% payment will be released on completion of Stage 2

35% payment will be released on completion of Stage 3

25% payment will be released on completion of Stage 4.

(iii) Fabrication and Erection OF Hull Appendages (Bilge Keel, Spray rail, Skeg etc):-

40% payment will be released on completion of Stage 5

60% payment will be released on completion of Stage 6.

(iv) Fabrication and Erection OF Stabilizer Hull Unit & Fin Guard: -

40% payment will be released on completion of Stage 5

60% payment will be released on completion of Stage 6.

(v) Erection of Sea tubes and Sea Chest grating: -

100% payment will be released on completion of Stage 7.

(vi) Fitment of sacrificial anodes: -

100% payment will be released on completion of Stage 7.

(vii) Erection of Hull Units for EM Log & Echo sounder: -

100% payment will be released on completion of Stage 7.

(viii) Opening & Closing of Shipping Route: -

30% payment will be released on completion of Stage 8

70% payment will be released on completion of Stage 9

(b) 10% of the certified bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by Bill Certifying Authority or on submission of Performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period plus sixty (60) days beyond guarantee period.

(c) For release of this 10% retention money either after guarantee period or on submission of PBG, work done certificate shall not be required. While releasing PBG after expiry of guarantee period, the PBG release application to be submitted to Contract Cell duly certified by Bill Certifying Authority.

Payment will be made on actual certification basis.

9. All Other Terms & Conditions of the Tender Enquiry Remains Unaltered.

Date: 16.11.2023

DGM (CONTACT)

**Enclosed:**

Original NIT





**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**  
**गार्डेन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड**  
**(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)**  
**(भारत सरकार का प्रतिष्ठान)**

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata - 700 024

Web site वेब: [www.grse.in](http://www.grse.in)

CIN सी आई एन: L35111WB1934GOI007891

**NOTICE INVITING TENDER (NIT)**

निविदा आमंत्रण सूचना

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

NIT SLA No. निविदा संख्या:	SCC/KC/OT(P)/ BLOCK ERECTION /029/ET-2021
Job Title कार्य का नाम:	“BI-ENNENAL RATE CONTRACT FOR ERECTION OF BLOCKS AND UNITS FOR NGOPV AND OTHER SHIPS” [to be executed as per SOTR attached at Annexure 1 ]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), GRSE 61 Park Unit

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

SCHEDULE सारणी		
Pre Bid Meeting बोली-पूर्व बैठक	14/11/2023 at GRSE-Bhavan	10:00 hrs
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	17/11/2023	10:00 hrs
Tender Due Date निविदा जमा की अंतिम तिथि	27/11/2023	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	29/11/2023	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	180 days from date of opening of Tender (Part – I)	



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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	60,00,000/- (Sixty Lakhs Only)
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job
Billing Frequency बिल करने की अवधी	Stage wise Progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	On <b>Totality Basis</b> for <b>Each Type</b> (Type1 to Type 6)

**Note:** [\(a\) MSE/NSIC registered firms having the tendered service listed in their MSE/NSIC document will be eligible for exemption from submitting EMD.](#)

[\(b\) Non-submission of EMD or a valid MSE/NSIC certificate may lead to offer rejection.](#)

**ARTICLE 3 अनुच्छेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:** please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure to all sub-contracting activities.

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (STC 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 (attached with NIT)
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)
Annexure 7 संलग्नक-7	Checklist for Bill Submission (attached with NIT)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)



<b>Annexure 12 संलग्नक-12</b>	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 13 संलग्नक-13</b>	Guideline for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities) <b>(BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)</b>
<b>Annexure 14 संलग्नक-14</b>	Format for - Bank Guarantee Format for EMD (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 15 संलग्नक-15</b>	Format for - Bank Guarantee Format for SD (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 16 संलग्नक-16</b>	Format for - Bank Guarantee Format for PBG (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 17 संलग्नक-17</b>	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 18 संलग्नक-18</b>	Format for – Integrity Pact to be submitted in Rs. 100/- Non-Judicial stamp paper <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
<b>Annexure 19 संलग्नक-19</b>	Price Escalation Details Guideline <b>(attached with NIT)</b>

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

<b>Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभि प्रामाणित दस्तावेज</b>		
1	MSE/NSIC certificate, if any	Yes
2	DD/PO /BG or MSE/NSIC (with relevant activity listed in certificate) for exemption towards EMD	Yes
3	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format <b>Annexure 3</b> along with documentary evidences.	Yes
4	Documents meeting the Financial Eligibility Criteria as per format at <b>Annexure 4</b>	Yes
5	Audited/ Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on <b>31st Mar, 2023</b> in support of Financial Eligibility.	Yes
6	Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at <b>Annexure 5</b>	Yes
7	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address etc.	Yes
8	Copies of registration with PF, ESI authorities	Yes

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



Ink Signed hard copies of all above documents to be submitted within 07 days of opening of Bid.

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

PHYSICAL SUBMISSION	
Tender Fee Instrument	Within 03 days from opening of Part I bid
EMD Instrument	Within 03 days from opening of Part I bid
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>
Integrity Pact	<b>Within 03 days from opening of Part I bid</b>

**Note:** Above mentioned original Negotiable Instruments as stipulated, to reach to **GM (Contract), Contract Cell, GRSE 61 Park Unit, 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:**

**(A) Tenure of Contract संविदा कार्यकाल-** The rate contract shall be of duration for **02 (Two) Years** from the date of placement of rate contract order. The contract period may be extended/reduced as per requirement of GRSE production schedule.

**(B) Mobilisation Period लामबंदी अवधी-** 15 days' from date of placement of LOA/Purchase Order will be given for commencement of work.

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

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

The Job completion schedule will be as per para 12 of SOTR (Annexure I) subject to availability of site clearance, materials and drawings. General guideline for block/unit erection completion, including fit up, alignment, welding, dry survey, NDT etc. would be as follows:

**For Steel blocks**

**Up to 30T – 20 days**

**More than 30T, less than 60T – 40 days**

**Above 60 T – 60 days**

**For Aluminum blocks**





**Up to 5T – 20 days**

**More than 5T, less than 10T – 30 days**

The vendor has to meet committed minimum quarterly (90 calendar days) through put of 500 tons (Block weight excluding outfits) in multiple fronts (at least 04 fronts simultaneously) subject to availability of sufficient work load and simultaneous multiple fronts.

**ARTICLE 7 अनुच्छेद - 7: JOB EXECUTION कार्य निष्पादन:**

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

**ARTICLE 8 अनुच्छेद - 8: GURANTEE & WARRANTEE 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 12 of STAC

**ARTICLE 9 अनुच्छेद - 9: PRICE मूल्य:**

Price quoted will be firm and fixed for initial Two Years.

Price for total job (as per BOQ) **for each type** is to be quoted with all taxes & duties including GST & SAC Code. No escalation whatsoever will be considered under any circumstances within the initial period of Two Years.

**ARTICLE 10 अनुच्छेद - 10: ESCALATION मूल्य वृद्धि:**

The initial established rates will be valid for 02 (Two) Years.

Thereafter, one-time Escalation will be applicable on the established rates as detailed in **Annexure-19** based on the changes in minimum daily wage rates circulated by GRSE, HR dept.

Escalation rate will be applicable only for the unexecuted portion of work goes beyond initial contract period of two years and where the delay there of is proved beyond doubt and not attributable to the contractor.

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

**The portion of the job completed and pending portion on which the escalated rate is applicable, will be decided through discussion and mutual accordance between GRSE and Contractor, 02 months prior to contract end date.**

**ARTICLE 11 अनुच्छेद - 11: UNREASONABLE QUOTES अतर्कसंगतभाव:**

- i. In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is



30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected

- iii. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 03 years.

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

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

#### **ARTICLE 13 अनुच्छेद - 13: CONDITIONAL OFFER सशर्त प्रस्ताव:**

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

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

L1 bidder will be decided on **Totally Basis** including GST for **Each Type (Type1 to Type 6)**.

However in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article 13 above.

#### **ARTICLE 15 अनुच्छेद - 15: BOQ बी ओ क्यू:**

BOQ as given in the tender is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and terms & Condition upto variation of (+ 300%) in addition to the initial quantity for individual items of different projects. Similarly, the quantity of individual items 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.

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

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

#### **ARTICLE 17 अनुच्छेद - 17: MICRO & SMALL ENTERPRISES सूछ्छम 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: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य:**

The engagement of 03 (Three) vendors as per their chronological ranking based on quoted price for the initial contract period of 02 years, by distributing the job in the tentative ratio of 50:25:25. The loading of the job will be purely based of GRSE requirement and no claim from individual vendors will be accepted.

In case of non-performance/poor performance in terms of job quality / execution schedule at any stage of the contract, by the Contractor, GRSE reserves the right to load the balance/non-executed job quantity to the other established contractor at established L1 rate.

The job will be loaded Block/unit wise to the respective contractors.

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

#### **(i) Technical Criteria: -**

- a) The Vendor shall have previous experience of undertaking erection of Hull blocks/units for ships. PO along with the signed WDC to be submitted in TNC.
- b) The vendor should have erected a minimum quantity of 500Tons per year in the past (last 5 Years) and should be able to deploy minimum 50 workers per day for individual projects.
- c) The Vendor must have its own experienced erection team comprising of the following, duly supported by well-established QA/ QC team (See Table 1 at para 4 of SOTR):
- (i) Structural fitter/marker
  - (ii) Gas cutter
  - (iii) Electric Grinder
  - (iv) Qualified welder by DPSU/ Class for DMR 249 A and AH 36/ Aluminum as per QAP by Class.
  - (v) For AI - Proof of work executed by previous PO and WDC in last 5 years
  - (vi) Two qualified supervisors having Diploma in mechanical/ civil with past naval ship building experience in established shipyard of at least 03 Years is mandatory. Level I/II in ISNT/ ASNT for LPT and RT will be preferred. Diploma Certificate should be there.
  - (vii) During TNC, the vendor will submit the list of QA/QC personnel, supervising the work. The TNC committee will assess each of them regarding the aptitude and working familiarity in ships. The firm is to depute only those personnel, cleared by TNC for the execution of QA/QC job.



Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. All documentary evidences such as past performance, job completion certificates, order copies, full contact details like name, address, telephone numbers, company registration certificate etc. to be submitted with **Annexure-3 attached with the NIT.**

**(ii) Financial Eligibility Criteria:-**

a) Bidder's average audited annual financial turnover during last 03 financial years ending on 31<sup>st</sup> March, 2023 should be at least 2.70 Crore.

b) Bidder shall provide Solvency certificate for a sum of not less than 2.20 Crore from a Scheduled Bank.

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years ending on **31<sup>st</sup> March 2023** to be submitted along with the Techno-commercial offer (Part – 1 bid) as per format given in **Annexure-4 attached with the NIT.**

(iii) The bidder should give self-certification (as per Annexure-5) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **30.09.2023**. 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.

Self-certification is to be submitted as per format attached at **Annexure-5 attached with the NIT.**

**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-05**, 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 (Part-I) bid without which submitted offer will not be considered for processing of tender]



## **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 of the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or 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 03 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.  
GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
4. Generally Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
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 3 calendar days 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. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd.Co., Sole Proprietorship Organization, Partnership firm etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
7. A Bidder is allowed to submit only one Bid under any capacity / status.
8. Job is to be carried out as per SOTR/NIT and instruction of the HOD/ Inspection authority of Concerned dept, GRSE
9. Difficulty in submitting the bid:
  - a) Any query/difficulty in understanding of SOTR or other technical terms may be got



clarified from **Mr. Jyotirmoy Biswas, Manager (PMT-NGOPV), GRSE** e-mail: [Biswas.Jyotirmoy1@grse.co.in](mailto:Biswas.Jyotirmoy1@grse.co.in) ; Mobile 9804394084 or prior to submission of offer.

b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Mr. Krishnakanta Chatterjee, Manager (Contract), GRSE (Main Unit), e-mail: [Chatterjee.Krishnakanta@grse.co.in](mailto:Chatterjee.Krishnakanta@grse.co.in)**

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

d) **e-BID INSTRUCTION ई बिड के अनुदेश –**

- i. 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>
- ii. 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>.
- iii. 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.
- iv. 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.
- v. Bids can be submitted only during validity of registration of bidder with GRSE e– Procurement portal.
- vi. The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- vii. 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.

e) **AMENDMENT OF TENDER DOCUMENT**

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement



portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.

- iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry/SOTR.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidder not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the Tender Enquiry.
9. Bidder 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. Bidder submitted false/incorrect documents etc.
12. Bidders have indicated / attached / shown any price anywhere else other than as per provision of price bid in GRSE E-Procurement portal <https://eprocuregrse.co.in>, then offer will be treated as cancelled.

## **ARTICLE 22 अनुच्छेद - 22: 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 06 of STAC.

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

- a) The stages of work done for Erection work will be as follows



SI	Stages	WDC Issuing Authority
1	Placement and alignment of block in Dry dock/ Building Berth supported by QA/ WOT report and job completion certification by concerned Hull Officer	Production officer
2	Fit up including stiffeners and marryingpiece (if applicable) supported by QA/ WOT report and job completion certification by concerned Hull Officer	Production officer
3	Welding completion supported by QA/WOT report and job completion certification by concerned Hull Officer	Production officer
4	Dry Survey supported by QA/ WOT report and job completion certification by concerned Hull Officer	Production officer
5	Final Acceptance of NDT (UT/ RT) supported by QA/ WOT report and job completion certification by concerned Hull Officer	Production officer

b) The work done for fitment of Outfit items will be as follows

SI	Stage	WDC Issuing Authority
1	Initial fit-up /set up / Stage 1 supported by Berth/QA/ WOT report and job completion certification by concerned Hull Officer	Production officer
2	Final Inspection supported by Berth/QA/WOT report and job completion certification by concerned Hull Officer	Production officer

**iii. Authority बिल प्रमाणन प्राधीकर:**

Bill to be certified by PL (or nominated officer) based on the WDC.

**iv. Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills are to be raised by item-wise progressive basis. Bills are to be submitted along with supporting documents (Work Done Certificate copy) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 04 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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

- 10% of value calculated on the basis of weight of the block after placement of the block on certified dock blocks and successful completion of alignment.
- 20% of value calculated on the basis of weight of the block after completion of fitment with the adjacent block including fitment of stiffeners, girders and other structural members.
- 35% of value calculated on the basis of weight of the block after completion of welding, Dry Survey.





- (d) 35% of value calculated on the basis of weight of the block after completion of NDT – fresh/ repair/ penalty etc., APT/ WPT/ WHT and final acceptance of the block.
- (e) For erection of Keel laying block only a) + b) (30%) will be paid.

Payment will be made on actual certification basis.

**(f) Liquidated Damages निर्णीत हर्जाना**

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

**(g) 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.

**(h) Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever.

However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 1 Month in advance with proper justification duly endorsed by Engineer In-charge / PL of GRSE. Please note LD will be levied for the unexecuted portion for such time extension.

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

**ARTICLE 23 अनुच्छेद 23: CONTRACT WORKMAN WAGE PAYMENT: -**

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



**ARTICLE 24 अनुच्छेद 24:**

**STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR PERSONNEL INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-6.**

**ARTICLE 25 अनुच्छेद 25:**

**Independent External Monitors (IEM) आई. ई. एम. :** Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

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

**Krishnakanta Chatterjee  
Mgr. (Contract)  
9328651199  
Garden Reach Shipbuilders & Engineers Limited  
61-Park, Garden Reach Road, Kolkata – 700 024**



**FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY**

1. **Name of the Bidder and Address :**

2. **Job Description:**

3. **GeM Tender/Bid Reference:**

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

SI No	Description of Executed relevant jobs	Order No. & Date ( <i>Supporting documentary evidence to be submitted</i> )	Order placed by	Start & Completi on date as per Order	Actual start date	Actual Completi on Date	Value of Purchas e order	Work completion certificate Ref. No. & date ( <i>Supporting soft or, hard copy to be submitted</i> )
1								
2								
3								
4								
5								

*Note: Please add additional pages if required*

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**

**Official stamp**



**FORMAT ON FINANCIAL ELIGIBILITY CRITERIA**

**(To be submitted on Company's letter head)**

**1.Name of the Bidder:**

**2.Job Description:**

**3.GeM Tender/Bid Reference:**

A. Financial Data for evaluating Financial Eligibility

<b>SL. No.</b>	<b>Financial Years</b>	<b>Turn Over (Rs. in Crore)</b>
<b>1</b>	<b>2022-23</b>	
<b>2</b>	<b>2021-22</b>	
<b>3</b>	<b>2020-2021</b>	

**(Signature of Authorized Representative and official stamp)**

**Date:**

**Designation:**

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



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

*(To be submitted in Company's Letterhead)*

**1. Name of the Bidder:**

**Date:**

**2. Job Description:**

**3. GeM Tender/Bid Reference:**

Dear Sir,

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 30.09.2023** 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- 6 "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.
<b>MAINTENANCE OF REGISTERS</b>				
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.

\*\*\*\*\*

---



<b>CHECK LIST FOR BILL SUBMISSION - for Service Contracts</b>				
<b>A.</b>	<b>GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)</b>			
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		
<b>I. For RA Bill (Running/Progressive bill) (Put <input type="checkbox"/> Mark)</b>		<b>YES</b>	<b>NO</b>	<b>NA</b>
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			
<b>II. Applicable for Final/Balance Bill (Put <input type="checkbox"/> Mark)</b>				
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



<b>For GRSE Use Only</b>				
<b>B.</b>	<b>To be checked and verified by Bill certifying authority (Put <input type="checkbox"/> Mark)</b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
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			
	<b>For Final/Balance Bill (Put <input type="checkbox"/> Mark)</b>			
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

---



**NON – DISCLOSURE AGREEMENT**

**(to be executed in Non-Judicial Stamp Paper of Rs.100/-)**

This Non-Disclosure Agreement executed this .....Day of .....2023.

**Between**

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

**AND**

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

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

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

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

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

1. In the Premises aforesaid it is agreed as follows :

- (a) “Confidential Information” means and includes any and all facts, knowledge, information, data and drawings and documents of any nature whatsoever, whether written or electronic mode owned and/or possessed by GRSE notwithstanding it belongs to any person, government or otherwise not limited to ideas, designs, data, source code, processes, computer programming, flow diagrams, know how, computer programming and other software and software techniques and such other



notes, interpretation, derivative or analysis of data that has been or may hereafter be provided or shown to the Recipient or is gathered, received or obtained directly or is otherwise obtained from the review of GRSE's documents. It is agreed that any and all reports, notes, minutes, summaries, flow charts, diagrams and any other information that is prepared based on the discussions and interaction with GRSE pursuant to this Agreement shall be deemed to be Confidential Information under this Agreement.

- b) During the pre-bid discussion and subsequent agreement between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said NIT/PO, M/s \_\_\_\_\_, the Recipient, undertakes that the Confidential Information so received in any form whatsoever shall be:
- i) Protected and kept as strictly confidential by them.
  - ii) Disclose to and used only by the persons within the organization of M/s\_\_\_\_\_, who have a need to know solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.
  - iii) Used in whole or in part solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
  - iv) Neither be disclosed nor cause to be disclosed directly or indirectly to any third party.
  - v)Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.
  - vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.

2.Nothing in this agreement or the disclosure of the Confidential Information or data or systems, to be intended to be granted or shall be construed as granting to the Recipient., any rights, title, interest or license other than the right to use such Confidential Information for the purpose of pre-bid meeting and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers of the Recipient.. In this regard for the purpose of pre-bid meeting or for execution of job if any, to be subsequently awarded by GRSE to the Recipient shall at all times remain the exclusive property of GRSE and rest with GRSE.

3.The Recipient shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or any Agreement, if any, to be entered into subsequently.



4. The Recipient shall not make any copies or duplicate or reduce in writing the Confidential Information or part thereof in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, the Recipient shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
5. If the Recipient is compelled under any law to disclose (whether by way of announce or otherwise) any Confidential Information, it shall give prompt notice in writing of such fact to GRSE and shall provide all cooperation and assistance as may be requested by GRSE in order to seek an appropriate remedy to prevent or restrict such disclosure.
6. It is agreed by the Recipient that the Recipient shall take full responsibility while handling the Confidential Information provided by GRSE, which means that the Recipient shall be fully responsible of the acts of its employees/subcontractors/officers/associates who are required to handle the Confidential Information provided by GRSE.
7. **Indemnity:** Recipient shall indemnify GRSE and hold harmless from and against all actions, proceedings, claims, demands, losses, damages, costs (including between attorney and clients) charges, expenses and consequences whatsoever that may be brought or made against or sustained or incurred by GRSE in consequences resulting from any act or omission on the part of Recipient including its employees/subcontractors/officers/associates.
8. The Recipient agrees and undertakes GRSE that the Recipient shall obtain appropriate indemnity from its sub-contractors and outside personnel/workers to the effect that they will use Confidential Information for construction of the ships only and for no other purpose and also they would not divulge or pass on any Confidential Information to any third party for any reason whatsoever.
9. The Recipient acknowledges the competitive value and confidential nature of the Confidential Information and the resultant damage to GRSE if the Confidential Information is disclosed or allowed to be disclosed to any unauthorized persons or used for the purpose of violation of this Agreement. The Recipient confirms that it is imperative that all Confidential Information remains confidential. The Recipient acknowledges that GRSE possesses Intellectual Property Rights in the Confidential Information.
10. The expiry, foreclosure or termination of the PO or any or all of the subsequent agreements entered into by GRSE and the Recipient, if any, in pursuance of the pre-bid discussion, shall not relieve the Recipient of their/its obligations under these presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination of the PO.
11. In the event of expiry, foreclosure or termination, the Recipient shall forthwith return to GRSE, the Confidential Information as received by them/it during tenure of the PO and/or subsequent agreements.



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

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

<b>FOR GARDEN REACH SHIPBUILDERS &amp; ENGINEERS LTD</b>	<b>FOR M/s _____,</b>
Signature :	Signature :
Name :	Name :
Address :	Address :

<b>WITNESS 1</b>	<b>WITNESS 2</b>
Signature :	Signature :
Name :	Name :
Address :	Address :





**INTEGRITY PACT**

**(to be executed in Non-Judicial Stamp Paper of Rs.100/-)**

This Integrity Pact Agreement is executed this .....Day of .....2023.

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"

### Secton 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)  
(name, designation, official seal)

(For & On behalf of the Bidder/Principal Contractor)

Place ..... Place.....

Date ..... Date .....

Witness 1  
(Signature, Name & Address)

Witness 2  
(Signature, Name & Address)



**PRICE ESCALATION DETAILS**

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

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

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

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

**The methodology for price escalation is as follows:**

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

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

The Average minimum daily labour wage rate w.e.f. 1<sup>st</sup> October, 2024 is “Rs. A” (say)

The Average minimum daily labour wage rate w.e.f. 1<sup>st</sup> October, 2025 is “Rs. B” (say)

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

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

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

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

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

\*\*\*\*\*