



# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

## गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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CIN / सी आई एन: L35111WB1934GOI007891

### NOTICE INVITING TENDER (NIT)

#### निविदा आमंत्रण सूचना

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

NIT SLA No / निविदा संख्या:	SCC/NK/OT/BRC/B&P/063/ET-1920	DTD. 23-12-2022
Job Title / कार्य का नाम	<b>Biennial Rate Contract for BLASTING-PRIMING AND SYSTEM COAT PAINTING OF INTERNAL AREA (MACHINERY BILGES, INSIDE TANKS, DRY AND WET COMPARTMENTS) USING C.I. GRIT</b>	
SOR No:	PS/23/C/50/10/22 Rev 01 (Annexure-2)	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	

Cardinal Dates		
Date of Prebid Query Submission	04-Jan-2023	12:00 noon
Date of Prebid Meeting / बोलीपूर्व बैठक	05-Jan-2023	10:00 am
Commencement of Bid Submission from	11-Jan-2023	12:00 am
Tender Submission Due Date निविदा जमा की अंतिम तिथी	19-Jan-2023	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथी	20-Jan-2023	14:00 hrs

#### COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	INR 7,00,000/- (Indian Rupees Seven Lakh only)
Security Deposit (SD) प्रतिभूति	3% of Work Order Value (inclusive of GST) against individual work order
Performance Guarantee	3% of Contract Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max. 5% of unexecuted job
Billing Frequency बिल करने की अवधि	Monthly Progressive RA bill basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis (excl GST)
<b>SPECIAL REQUIREMENT</b>	<b>Submission of Integrity Pact is Mandatory</b>



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## **INTRODUCTION**

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I: Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of "**Biennial Rate Contract for BLASTING-PRIMING AND SYSTEM COAT PAINTING OF INTERNAL AREA (MACHINERY BILGES, INSIDE TANKS, DRY AND WET COMPARTMENTS) USING C.I. GRIT**".

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

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

- As per TECHNICAL ELIGIBILITY CRITERIA mentioned at Clause-8 of SOTR (Annexure-2).
- Format for Technical Eligibility Criteria in this regard has been attached to this document as **Annexure - 3**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

### **ARTICLE/अनुच्छेद 2. FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड**

- Bidder should have average minimum Annual Turnover of **INR 55 Lakh** during last 03 (three) financial years ending on 31-March-2022. Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years (2022-21, 2020-21 & 2019-20) need to be submitted in support of the same.
- Format for Financial Eligibility Criteria in this regard has been attached to this document as **Annexure - 4**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

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

- The bidder should give self-certification (as per **Annexure - 5**) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tended by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.
- If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- If any bidder has been put on Tender Holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- In case of non-submission of the self-certification document as per relevant format referred at SI- (i) above, the bidder will be treated as non-responsive and their offer will be rejected.

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

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

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

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

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



**ARTICLE/अनुच्छेद 6. BOQ बी ओ क्यू**

- (a) **BOQ as part of SOTR given in the tender is tentative.** It may vary according to actual requirement of job. The selected Bidder has to execute the required quantity at same rate and terms & Condition upto **variation of (+ 300%) for individual items** and the **total job value may be increased upto 100% of initial total job value.**
- (b) The quantity of individual items as well as total job value may be reduced also as per actual requirement of GRSE.
- (c) Necessary amendment of the Purchase Orders will be issued accordingly (if required).
- (d) Detailed price breakup as per following BoQ is to be uploaded in GeM Portal along with price offer (Part-II).

**BOQ is as follows:**

Sl. No	Description	Unit	Qty.
1.	Blasting and Priming/ oil coating / First coat painting as applicable	sqm	26000
2.	Subsequent System Coat Painting system coat paint (per coat)	sqm	78000

**ARTICLE/अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन**

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

**ARTICLE/अनुच्छेद 8. TENURE OF CONTRACT**

- (a) The rate contract shall be valid for a period of **02 (two) years**. No escalation shall be applicable within the period of 2 years of finalisation of Rate Contract.
- (b) However, on satisfactory execution of works by engaged firms the tenure may be extended for one instance for a maximum period of another 1 years subject to mutual agreement of the firms and GRSE.

**ARTICLE/अनुच्छेद 9. INDIVIDUAL WORK ORDER AGAINST REQUIREMENT through GEM PORTAL**

- (a) Individual work order will be issued **though GEM Portal on nomination basis** for each occasion of requirement OR against each system, based on rate contract established through this tender as per GRSE project requirements.

**ARTICLE/अनुच्छेद 10. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची**

- (a) **Mobilization Period / लामबंदी अवधी** 07 days from LOA/PO
- (b) **Job Starting Date / कार्य आरम्भ तिथी** Job is to be started immediately after mobilization.
- (c) **Job Completion Schedule / कार्य समाप्ती तिथी** The Job completion schedule shall be as per requirement mentioned in specific PO and complying to SOTR **DELIVERY SCHEDULE** for committed minimum piping rate subject to availability of site clearance, materials and drawings.

**ARTICLE/अनुच्छेद 11. GUARANTEE & WARRANTY गारंटी एवं वारंटी**

Guarantee & Warranty shall be applicable for a period of 12 (Twelve) Months from the date of Final Inspection of the Job.

Any faulty work by the vendor is to be rectified at no extra cost within time stipulated by GRSE. In case of failure of the vendor to complete the rectification within time stipulated, GRSE shall be free to get the work rectified at risk and cost of the Vendor.

**ARTICLE/अनुच्छेद 12. PRICE मूल**

- (a) The rates QUOTED/ACCEPTED by the bidder, shall be final and will remain **firm and fixed** with all taxes & duties (excluding GST) **for the entire contractual period of 2 years and/or till completion of ordered work for works delay for reasons attributable to the Contractor.** The quoted price should also include all statutory cost as mentioned in SOTR.



(b) GST is to be indicated separately in the Price bid and will be paid extra.

**ARTICLE/अनुच्छेद 13. ESCALATION मूल्य वृद्धि**

**NO ESCALATION** of price during the contractual period **of 2 years and/or till completion of ordered work for works delay for reasons attributable to the Vendor.**

**ARTICLE/अनुच्छेद 14. UNREASONABLE QUOTES अतर्कसंगत भाव**

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

**ARTICLE/अनुच्छेद 15. CONDITIONAL OFFER सशर्त प्रस्ताव**

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

**ARTICLE/अनुच्छेद 16. DETERMINATION OF L1 एल-1 का चयन**

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

**ARTICLE/अनुच्छेद 17. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य**

- (a) GRSE at its discretion may engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder.
- (b) The tentative ratio for job distribution for engagement of 03 bidders @ **40:30:30** OR 04 bidders @ **30:25:25:20**. The job will be loaded to bidders other than L1 on acceptance of established rate.
- (c) The rate established with L1 bidder will be offered to other qualified bidders in chronological ranking with respect to price offer.
- (d) In case non-acceptance of established rate by bidders other than L1, only 50% job will be loaded to L1 bidder.
- (e) However, the ratio of job distribution shall not be binding to GRSE in case of non-performance / poor performance by the engaged contractors.

**ARTICLE/अनुच्छेद 18. 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.



c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

**ARTICLE/अनुच्छेद 19. Integrity Pact & Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)**

(a) **Integrity Pact (समग्रताअनुबंध)** 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 - 10. 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 in GRSE website]

(b) 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.

(c) The communication details of the IEMs are as follows: -

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

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)

**ARTICLE/अनुच्छेद 20. INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश**

i. Before submitting a bid, bidders are expected to examine the Bid Documents carefully. If they desire, **may visit the work front**, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.

ii. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.

iii. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

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

iv. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.

v. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.

vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.

vii. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the





Company and will be governed by the specific Acts applicable thereto.

- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.
- x. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture / Consortium [Ref. STAC (Annexure - 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
  - a) In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified Mr. Swastik Pattnaik, Dy. Mgr (Paint Shop), Mobile no. +91-7596088739, e-mail: Pattnaik.Swastik@grse.co.in prior to submission of offer.
  - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Nilanjan Kar, Manager (Contract), GRSE (Main Unit) e-mail: Kar.Nilanjan@grse.co.in Mobile no. +91-8584888194.
- xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

#### ARTICLE/अनुच्छेद 21. **e-BID INSTRUCTION ई बिड के अनुदेश**

- a) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments on portal <https://eprocuregrse.co.in>. Bidders need to fill up the downloaded documents including the Acceptance Matrices and Declarations as per instruction and upload the same during bid submission as per Bid criteria. Non-acceptance of any techno-commercial criteria is discouraged.
- b) Detailed price breakup as per BoQ is to be uploaded with price offer (Part-II). No other attachment to the price bid except as mentioned will be reckoned.
- c) **If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**
- d) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero (0) and the tender shall be evaluated accordingly and the work need to be executed by the successful bidder accordingly.
- e) The amendments / clarifications to the bid document, if any, will be posted on portal only.
- f) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.
- g) **AMENDMENT OF TENDER DOCUMENT**
  - (i) Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
  - (ii) Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
  - (iii) To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.



h) **PREVALANCE OF VERSION / संस्करण की व्यापकता:**

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

**ARTICLE/अनुच्छेद 22. BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड**

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

- i. Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.
- ii. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 19. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.

**ARTICLE/अनुच्छेद 23. POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा**

1. **Security Deposit प्रतिभूति जमा-** Non-interest-bearing security deposit of 3% of total individual order value (inclusive of taxes) is to be deposited in the manner elaborated in STAC (Annexure - 2).  
Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).
2. **Inspection Authority**  
Paint manufacturer (OEM) / WOT / GRSE(QA) / Paint Shop as applicable
3. **Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)**  
Work done will be certified by Paint Shop Officer / his nominated representative OR as mentioned in specific PO.
4. **Bill Certifying Authority बिल प्रमाणन प्राधीकर:**  
Certification of Bill shall be done by AGM/CGM of respective units / PL or his nominated representatives for all projects OR as mentioned in specific PO.
5. **Bill Submission बिल प्रस्तुति:**  
On obtaining WDC, bills to be raised as Progressive RA Bills. Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.
6. **Payment Terms भुगतान की शर्तें:**
  - (a) The **97%** of the stage wise payment / certified value of work (with full GST) 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. 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.

(b) **3%** of the certified value of work shall be released on : -

Completion of the Guarantee period duly certified by Bill Certifying Authority.

**OR**

Submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period. For release of this 3% 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.

**7. Performance Guarantee**

**3%** of the certified value of work shall be retained till completion of Guarantee Period as indicated at **SI-6(b)** above.

Completion of the Guarantee period duly certified by Bill Certifying Authority.

**OR**

Submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period. For release of this 3% 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.

**8. Liquidated Damages / Penalty**

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

**9. 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.

**10. Time of completion**

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

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

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

**ARTICLE/अनुच्छेद 24. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र**

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

Annexure/ संलग्नक	Description /
1.	GRSE Standard Terms and Conditions <b>(STAC)</b>
2.	Statement of Technical Requirement <b>(SOTR)</b>
3.	Format for Technical Eligibility Criteria



4.	Format for Financial Eligibility Criteria
5.	Self-Certification for Blacklisting / Tender Holiday
6.	Format for – Disclosure by Contractor of existing work load
7.	Format for – Disclosure by Contractor of proposed execution / deployment plan of this tendered job
8.	Confirmation by Bidder & Checklist for Bid Submission
9.	Check List for Bill Submission – For Service Contracts
10.	Format for - Integrity Pact To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
11.	Format for – Non-Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
12.	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)
13.	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	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)
15.	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	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)
19.	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)
20.	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)
21.	Guide line for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

**ARTICLE/अनुच्छेद 25. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज**

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

Sl. No.	Description
1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2.	DD/PO/BG or MSE/NSIC Exemption certificate towards EMD
3.	Integrity Pact (For Tenders above INR 2 Cr)
4.	Registration Certificate of the Company with ROC / Trade Licence
5.	PAN, TAN, GST
6.	Copies of registration with PF, ESI authorities.
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
11.	Acceptance Matrix for NIT
12.	Acceptance Matrix for Standard Terms & Conditions
13.	Acceptance Matrix for SoTR
14.	Format for Technical Eligibility Criteria

Sl. No.	Description
15.	Format for Financial Eligibility Criteria
16.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'22 in support of Financial Eligibility.
17.	Self-Certification for Blacklisting / Tender Holiday
18.	Disclosure by Contractor of existing work load
19.	Disclosure by Contractor of proposed execution plan including proposed deployment of resources of this tendered job
20.	Work execution plan / schedule in MS Project clearly indicating dependencies
21.	Confirmation by Bidder & Checklist for Bid Submission
<b><u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u></b>	

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

The Bidders should mention the following:

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

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

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

**ARTICLE/अनुच्छेद 26. DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं**

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

**ARTICLE/अनुच्छेद 27. SUBMISSION OF BID बिड की पेशी**

- Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 05 days from opening of Part I bid.
- Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.



- iv. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

**ARTICLE/अनुच्छेद 28. PRE-BID MEETING बोलीपूर्व बैठक**

Prebid Meeting shall be held on **05-Jan-2023** at **Error! Reference source not found.** at, GRSE Main Unit located at 43/46, G. R. Road, Kolkata – 700024.

Bidders are requested to forward their queries over email address: Pattnaik.Swastik@grse.co.in with copy to Kar.nilanjan@grse.co.in by **Error! Reference source not found.** on **04-Jan-2023**.

**Nilanjan Kar**

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

Mob: +91-8584888194

**Garden Reach Shipbuilders & Engineers Limited**

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



# **GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.**

## **गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड**

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

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

**Phone/दूरभाषः:**(033) 2469-8100 to 8113 (Extn/बिस्तारः:200/204/206/211), **FAXफैक्सः:** (033) 2469-3932

**Web siteवेबः** [www.grse.in](http://www.grse.in), **E-Mailई मेलः** [Nandi.Suchita@grse.co.in](mailto:Nandi.Suchita@grse.co.in)

**CIN / सी आई एनः** L35111WB1934GOI007891

### **ANNEXURE -1: STANDARD TERMS & CONDITIONS (STAC)**

#### **मानक निबंधन और शर्तें (एसटीएसी)**

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

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

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

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

#### **(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -**

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

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

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

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

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

a. Tender Documents will be issued free of cost.

b. Earnest Money Deposit will be exempted.

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



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

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

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

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

**vii. Refund of Earnest Money Deposits**

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

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

EMD may be forfeited under the following circumstances:





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

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

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

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

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

**(6) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)**

If ESI & PF of the engaged laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

**(7) GST REGISTRATION (जी एस टी पंजीकरण)**

The vendor will have to submit copy of GST registration certificate along with the Technical bid.

**(8) GUARANTEE PERIOD (गारंटी अवधि):** Guarantee / Warranty is applicable for a Period of 12 (Twelve) months from the date of completion of work.

**(9) PRICE (मूल्य):**

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

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

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



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

**(10) JOINT VENTURE OR CONSORTIUM (संघटन):**

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

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

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

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

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

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

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

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

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

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

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

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

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

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



**(13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ**

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

**(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा)**

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

**(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-**

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

**(16) INSURANCE (बीमा)**

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

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

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

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

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

**(18) WORKING HOURS (कार्य करने की अवधी):**

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

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

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



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

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

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

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

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

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

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

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

**(24) INSPECTION (निरीक्षण):-**

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

**(25) CORRECTION OF ERRORS (त्रुटी सुधार):**

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

**(i) For manual tendering: -**

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

**(ii) For tendering through E-PROCUREMENT: -**



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

**(26) FORCE MAJEURE (फोर्स मेज़योर):**

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

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

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

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

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

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

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

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

**(30) ARBITRATION (मध्यस्थता):-**

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



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

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

**(31) JURISDICTION (न्यायअधिकार क्षेत्र):**

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

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

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# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

## गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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

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CIN / सी आई एन: L35111WB1934GOI007891

### ANNEXURE-2: SOTR FOR BLASTING-PRIMING AND SYSTEM COAT PAINTING OF INTERNAL AREA (MACHINERY BILGES, INSIDE TANKS, DRY AND WET COMPARTMENTS) USING C.I. GRIT

GRSE LTD.	SOTR FOR BLASTING-PRIMING AND SYSTEM COAT PAINTING OF INTERNAL AREA (MACHINERY BILGES, INSIDE TANKS, DRY AND WET COMPARTMENTS) USING C.I. GRIT	DATE: 22.10.2022
YARD: ALL YARDS		REF NO: PS/23/C/50/10/22 Rev 01
PREPARED BY: Paint Shop (Main)		VETTED BY: CGM (MW) / AGM (MW)

#### 1. INTENT

GRSE wants to establish biennial rate contract for Blasting and priming followed by painting upto system coat painting as per approved GRSE paint scheme for **Internal hull area: compartments and Tanks (Machinery compartment bilges, tanks, dry and wet compartments)** of all Yards under construction in GRSE units during this RC period.

#### 2. CONSOLIDATED RATE CONTRACT PERIOD – 02 years

#### 3. INSPECTION – OEM/WOT/QA/Paint Shop as per approved QAP of respective yard.

#### 4. SCOPE OF WORK

**Blasting and Priming followed by painting upto system coat painting as per approved GRSE paint scheme for machinery compartment bilges, internal hull tanks, dry and wet compartments.** (The quantity in Sl. No. 5 is indicative in nature (only for P-17A and ASWC ships), on not exceeding basis, the final quantity will be based on actuals on +- 20 % basis per Yard)

The intention of this scope of work is that all labor, material, equipment, and other items necessary for the proper execution and completion of the blasting-priming and system coat painting job are included in the scope of contractor, except for any items expressly identified as GRSE supply.

4.1 All work and services required for the administration of the blasting and painting shall be in the scope of the contractor.

4.2 This job will be carried out as per paint scheme document of individual yards that are under construction in GRSE units during this rate contract period. The paint scheme will be supplied at the time of execution. If there is any new yard/vessel during this rate contract period, then the sub-contractor has to execute job in the yard as per terms and conditions of this SOTR and this ongoing rate contract.

4.3 If there is any oil, grease etc. then the surface is to be cleaned as per SSPC – SP1 standard prior to blasting and system coat painting.

4.4 After completion of the dry survey by QA/WOT and site clearance from PL/PCO, blasting and system coat painting will start in any given compartment/tank/area. Vendor needs to obtain the dry survey certificate, major seat erection certificates and tank testing completion reports from PL/PCO before starting the job.



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- 4.5 If there is no site clearance for system coat painting after blasting and priming, in that case, the system coat painting to be done after getting site clearance from PL/Paint Shop only and necessary cleaning before system coat painting will be in the scope of the vendor. Such cases may be limited to maximum 10% of the total quantum of job per yard.
- 4.6 The rectification of minor burr/chipping/grinding, upto a maximum of **2.0%** of the blasting surface area of the respective compartment/tank, for any surface defects observed prior commencement of blasting work is within the scope of the vendor as part of surface preparation and is to be carried by vendor. Such defect rectification will not be part of hindrance prior commencement of blasting and painting activity in any compartment/tank.
- 4.7 If the rectification of minor burr/chipping/grinding as mentioned above amounts to more than **2.0%**, then the vendor has to bring the same into notice of the PL/PCO/hull/berth officer of the respective yard as well as GRSE(QA)/WOT. Such surface defect rectification will be part of hindrance. In that case, prior carrying out this surface preparation rectification, concurrence has to be obtained by the PL/PCO/hull/berth officer of the respective yard as well as GRSE(QA)/WOT. Post completion of the minor dry survey rectifications, again an inspection has to be carried out by the vendor with offer to GRSE(QA)/WOT in the witness of PL/PCO/Hull/Berth officer and the same has to be recorded in the log book and hindrance register. All necessary materials/equipment for this job will be in vendor's scope.
- 4.8 Dust, water and dirt removal is to be undertaken as a standard practice by sub-contractor.
- 4.9 Necessary protective casing /covers are to be provided in way of adjacent equipment/fittings, ducts to avoid damage during Blasting-priming and system coat painting. The necessary covers/tarpaulin needed to cover equipment will be arranged by Vendor.
- 4.10 Sub-contractor shall deploy minimum of **03 Blasting sets** consisting of undermentioned equipment per GRSE unit (but not limited to):  
**03 hoppers, 03 compressors, 03 air filters with dryers, 03 blasting hoses with nozzles, 03 spray painting machines (airless), 04 blasters, 03 spray painters & 20 painters and helpers.**
- 4.11 Sub-contractor shall plan & deploy resource to achieve blasting & priming for minimum area per day through put of (*cumulative using 03 blasting sets per GRSE unit*)  
**(A) 60 m<sup>2</sup> per day inside tank by using C.I Grit.**  
**(B) 100 m<sup>2</sup> per day in machinery bilges, dry and wet compartments by using C.I Grit**





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**Note:** (consistent default will amount to breach of contract and shipyard reserves right to make good short fall through alternate means and deduct equivalent amount)

- 4.12 Open nozzle abrasive blast cleaned in required area to be done as a primary step for paint application.
- 4.13 The abrasives must be of good quality, should be hard and dry, free of foreign matters and non-contaminated. There should be no soft sand and no soft particles.
- 4.14 The steel surface area to be abrasive blast cleaned to SA 2.5 of Swedish standard by using chilled iron/steel grit DS CAT NO: - 5350-000139 & 5350-000140 to produce blast cleaned surface profile of 50 to 75 micron.
- 4.15 Certificate of conformity to specification to the kind, quality of materials needs to be produced. A testing laboratory certificate from a laboratory or bureau or agency (acceptable to GRSE QA), signed by responsible officer of that facility certifying that the designated product has been tested within one year of the date of submitted of the sample needs to be produced to GRSE (QA) before starting the job. Approval is to be obtained from GRSE QA/OEM (as applicable) representative before usage.
- 4.16 Recycled grit obtained from above fresh grit, must be dry, and should be shown to be free from contamination by dirt, dust, oil, grease and salt contents. Approval is to be obtained from GRSE QA/OEM (as applicable) representative before usage.
- 4.17 C.I Grit size distribution must be 2.0–3.0 mil for general work unless specified otherwise.
- 4.18 Nozzle size shall be 10-12 mm and should not be in worn out condition.
- 4.19 The desired surface profile of 50-75 microns should be created within the air pressure measured at the nozzle is 6-7 bar/80-100 psi.
- 4.20 **Dust removal:** -
- 4.20.1 Dust causes poor adhesion and hence it must be removal.
- 4.20.2 Dust may spoil the machines and equipment in its surrounding hence covering of machines must be ensured by the contractor to prevent damages by dust during blasting, clearing and painting.



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4.20.3 Removal of dust must be undertaken by Industrial vacuum cleaners fitted with brush & clean bristle brush.

4.20.4 Blowing with dry, clean compressed air.

4.20.5 To established whether dust has been sufficiently removed, transparent adhesive tape must be used in which very small amount of dust should remain. This is the scope of work for internal quality check of the vendor's supervisor/site in-charge before inspection offer to inspection authorities.

#### 4.19. **Removal of oil & grease**

4.19.1. Oil and degrease must be removed from the surface with Labolene solution.

4.19.2. This is vendor's scope of supply.

4.19.3. Use only solvent cleaning on small areas and never on painted surface.

4.19.4. Prior to solvent cleaning, remove of any heavy deposits of oil, grace etc. with a scraper.

4.19.5. Remove remaining oil, grease etc. by wiping / scrubbing the surface with rags or brushes wetted with solvent.

4.19.6. It is important the final wash be made with clean rags/brushes and solvent so that a film of oil / grease etc., won't be left on the surface when the solvent evaporates.

4.19.7. Rags must be changed regularly so that only clean rags are used.

#### 4.20. **Abrasive Blasting: -**

4.20.1. Internal area (i.e. Machinery bilges, internal hull tanks, dry and wet compartments) are to be blasted by using C.I. grit.

4.20.2. All sharp edges to be broken or rounded off. All loose and dense weld spatters are to be removed. All excess material is to be removed from steel substrate by chipping/ grinding. This activity is to be completed prior to abrasive blasting as per clause sl.no. 4.5 and 4.6.





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- 4.20.3. Once cleaned after blasting, the surfaces are not to be allowed to oxidized or become contaminated in any way prior to application of the specified paint scheme.
- 4.20.4. Re- blasting is to be carried out locally if any contamination (i.e., before primer painting) is observed on the blasted surface or the surface finish is not as per requirement. For this re-blast GRSE will not pay any additional cost to the vendor.
- 4.20.5. Any faulty work made by the sub – contractor has to be rectified by the sub – contractor without any additional cost and within the time stipulated by GRSE.

#### 4.21. **System Coat Painting**

All painting shall be applied as per the approved GRSE paint scheme applicable for the specific Yard using the methods/procedures in the Paint Scheme under the supervision of Paint OEM and the instructions of GRSE QA/WOT/GRSE Paint Shop.

- 4.21.1. All paints are to be applied by airless spray painting machines in general, except for stripe coats where brush or roller can be used in consultation with GRSE/Paint OEM as per paint product data sheet.
- 4.21.2. Efficient mechanical stirrers for correct mixing of the paint must be used.
- 4.21.3. All spray equipment must be in good working order and be capable of performing to the output requirements defined in the OEM provided paint product technical data sheets (PDS/MSDS of specific paint).
- 4.21.4. Airless spray pump ratios of minimum 40:1 and greater should be used depending on the paint's volume solids and DFT required.
- 4.21.5. Tips should be the size stipulated on the product technical data sheet, or as agreed with GRSE/Paint OEM representative on site. Tips must not be in a worn condition. It is very important to have a proper, uniform distance of the spray gun to the surface, 30 -50 cm should be aimed at.
- 4.21.6. A continuous, pinhole – free paint film must be obtained at application of each spray applied coat. Application technique which ensures good film formation on all surfaces must be adopted.





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- 4.21.7. The finished coating must be applied homogeneously and as close to the specifications as possible. Care must be taken to avoid exaggerated film thickness.
- 4.21.8. Utmost care must be taken to cover edges, opening, rear sides of stiffeners etc., with spray painting method even though these areas must also be stripe coated.
- 4.21.9. Wet film thickness shall be regularly checked and recorded during paint application. (This is vendor's scope of supply)
- 4.21.10. FW Tanks: System Coat Painting of Fresh Water Tanks need to be carried out in a single stretch after blasting. Special care should be taken to ensure that system coat painting of Fresh Water Tank is carried out by painters of clean habits, wearing clean overalls and safety gears.
- 4.21.11. The vendors need to ensure clean ship of the surrounding and vicinity of the area where blasting-priming and system coat painting is carried out.
- 4.21.12. Containment / wrap -up to control dust and debris, and protect sensitive items/equipment/pipes in the vicinity before painting.
- 4.21.13. Roughening must be carried out when the maximum recoating interval is exceeded as per supervision and advice by GRSE/OEM. No additional cost will be provided for this re-work to the vendor by GRSE.
- 4.21.14. DFT is to be achieved with specified number of coats as per the approved paint scheme/paint specifications, however if extra coats are required to be given to achieve the specified DFT no extra payment will be made for such extra coats.
- 4.21.15. Any application defect arising i.e., pinholes, bubbles, gun spitting, voids, visible abrasives residues, shall be marked up and appropriate repair effected at contactors expense.
- 4.21.16. Some of the items are to be blasted and painted outside the ship as well as in the various GRSE shops/area prior to taking the item on board the ship.

#### 4.22. **Manual method**

- 4.22.1. A brush/roller can be used for inaccessible areas that are difficult to cover with spray painting.



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- 4.22.2. A good quality brush must be used for stripe coating on welding seams, on all edges before application of full coats with airless spray.
- 4.22.3. Rollers should only be used for applying a cosmetic coat on an already well protected surface.
- 4.22.4. If rollers must be used for application of primer or intermediate coats apply evenly without 'stretching' the paint.
- 4.22.5. Special attention must be paid to areas difficult to reach and coat. These include all edges, welding seams, corrugated areas, behind bulb angles, behind hand rails, mouse holes, underside of coamings, etc.
- 4.22.6. Stripe coats are to be applied by brush or roller depending upon items and or area concerned.
- 4.22.7. The stripe coat must be applied as a coherent film showing good film formation and no visible defects such as pores or un-wetted areas.
- 4.22.8. The coating should be applied as a regular film without excessive brush/roller marks in order to avoid cratering by entrapped air.
- 4.22.9. Typical areas where stripe coats must be applied include:
- 4.22.9.1. Behind bars
  - 4.22.9.2. Plater edges
  - 4.22.9.3. Cut outs i.e., scallops, manholes etc.,
  - 4.22.9.4. Welds
  - 4.22.9.5. Areas of difficult access
  - 4.22.9.6. Ladders and hand rails
  - 4.22.9.7. Small fitments of difficult configuration

#### 4.23. **Feathering (Tapering)**

- 4.23.1. Overlap zones of paint must be feathered (tapered) with great care. This will depend upon OEM remarks.
- 4.23.2. Consecutive layers of paint coatings must be given larger and larger overlaps. This will depend upon OEM remarks.



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## 5. TOTAL QUANTUM OF JOB

Following is the tentative area, if there is any modification in paint scheme / CDO area or if there are any new projects in GRSE during this rate contract period, the quantum of job may change. The vendor needs to abide by the modified area in that case.

### 5.1 P-17A ships:

- 5.1.1 Tanks: **7,950 sq.m. (approx.)**
- 5.1.2 Machinery bilges, Dry and Wet Compartments: **14,700 sq.m. (approx.)**
- 5.1.3 **Total quantity of area: 23,000 sq.m. (approx.)**

### 5.2 ASWC SWC ships:

- 5.2.1 Tanks: **1320 sq.m. (approx.)**
- 5.2.2 Machinery bilges, Dry and Wet Compartments: **1601 sq.m. (approx.)**
- 5.2.3 **Total quantity of area: 3,000 sq.m. (approx.)**

### 5.3 TOTAL QUANTITY OF AREA: CLAUSE 5.1.3 + 5.2.3 = 26,000 SQ.M.

5.4 Considering maximum of 03 coats painting to be done, the total tentative painting area is as follows:

- 5.4.1 P-17A SHIPS: 23,000 SQ.M. X 03 coats = 69,000 SQ.M.
- 5.4.2 ASWC SWC SHIPS: 3,000 SQ.M. X 03 coats = 9,000 SQ.M.

## 6. METHOD OF QUOTATION

S.No.	Item	Method of Quotation
1	Blasting and Priming/ oil coating / First coat painting as applicable.	Per sq.m. <b>(A)</b>
2	Subsequent System Coat Painting @ per coat system coat paint.	Per sq.m. <b>(B)</b>

6.1 The full work commencing from Blasting to final system coat painting for a particular area is to be executed by the deployed sub-contractor.

6.2 Blasting-Priming followed by subsequent system coat painting is by definition is a whole system activity. Entire activity to be completed in a time bound manner as per the product data sheet of the particular paint and the schedule given by Paint Shop/PL.



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## **7. METHOD OF MEASUREMENT**

The approved paint scheme of respective yard will be the master document for the applicable Paint and the number of coats in any specific area.

Further to Sl. No. 6, the method of measurement for blasting followed by primer/ number of coats of paint/ oil coating (as per approved Paint Scheme of respective yard) will be tentatively as follows:

S.No.	Activity in specific area	Method of Measurement
7.1	Blasting followed by Primer/ First Coat Paint/ One Coat Paint/ Oil Coating	<b>A</b>
7.2	Blasting and priming/ first coat paint/ oil coating followed by One coat of paint/ oil coating	<b>A+B</b>
7.3	Blasting and priming/ first coat paint followed by Two coats of paint	<b>A+2B</b>
7.4	Blasting and priming/ first coat paint followed by Three coats of paint	<b>A+3B</b>
7.5	Blasting and priming/ first coat paint followed by Four coats of paint	<b>A+4B</b>

## **8. TECHNICAL ELIGIBILITY**

### **8.1 EXPERIENCE:**

Vendor should have experience of having successfully completed similar works in any shipyard/ship repair yard. "Similar work" is hereby defined as either blasting & priming or blasting & priming followed by system coat painting in any sea going vessel in any shipyard/ship repair yard.

8.1.1 Vendor should have experience of having successfully completed similar work of equivalent order quantity value (as per 8.1.1.1 or 8.1.1.2 or 8.1.1.3 below) as per total quantum of job in last 07 years ending last day of the month previous to the one in which TNC is conducted. PO with supporting WDC to be presented by the bidder during TNC meeting.

8.1.1.1 *Five similar completed works with cumulative order quantity not less than or equal to 40% of the estimated work as per total quantum of job mentioned in Sl. No. 5.3.*

**OR**



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8.1.1.2 *Two similar completed works with cumulative order quantity not less than or equal to 50% of the estimated work as per total quantum of job mentioned in Sl. No. 5.3.*

**OR**

8.1.1.3 *One similar completed works with cumulative order quantity not less than or equal to 80% of the estimated work as per total quantum of job mentioned in Sl. No. 5.3.*

## 8.2 **EQUIPMENT:**

During TNC meeting, the bidder will produce the relevant document in support of their own:

- 8.2.1 Airless Spray Painting Machines (03 nos.)
- 8.2.2 Compressors (03 Nos.)
- 8.2.3 Blasting Hoppers (03 Nos.)
- 8.2.4 Air filters with Dryers (03 Nos.)
- 8.2.5 Blasting hoses with nozzles (03 nos.)
- 8.2.6 Paint mixer/stirrers (mechanical)
- 8.2.7 Vacuum cleaners
- 8.2.8 Measuring jars

8.3 Sub-contractors who earlier failed to execute similar order in GRSE or have any objection/complain shall not be considered for this technical bid.

## 9. **VENDOR SCOPE OF SUPPLY**

### 9.1 **MAN POWER:**

Blasting and painting is very specialized job and blaster and painters need to have certain skill sets and understanding, about these high-end quality, advanced and expensive marine coatings.

9.1.1 Vendors have to deploy sufficient manpower to complete blasting-priming & system coat painting (as per approved paint Scheme of specific yard) within the time period which will be informed to subcontractor by PL/ Paint Shop Officer. Painting is to be done by experienced painter only (as per clause Sl.No.9.1.3)

9.1.2 Following minimum manpower (but not limited to) should be deployed during peak work load condition per GRSE unit:

- 9.1.2.1 Blasters (04 nos.)
- 9.1.2.2 Spray painters (03 nos.)





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- 9.1.2.3 Project Manager/Site in-charge (Qualification: Diploma holder) – 01
- 9.1.2.4 Supervisor (certified/qualified) – 02
- 9.1.2.5 Painters and Helpers (20 nos.)
- 9.1.2.6 The vendor should also be capable to deploy additional manpower when there is exigency of work as communicated by GRSE Paint Shop.

- 9.1.3 Blaster & Spray painter should have at least 03 years' experience in similar work. The bidder should submit relevant experience documents (ESI/PF/Gate Pass/Gate Entry challan etc.) in support of the experience of the blaster and spray painter.
- 9.1.4 The blaster and spray painter needs to be qualified in sample test after the bidder receives the PO. If blaster and spray painter do not qualify in sample test, then they will not be allowed to start the job. For this, the vendor will provide alternate blaster and painter who will qualify, otherwise the contract can be cancelled. This test will be conducted as per GRSE Paint Shop, QA & OEM.
- 9.1.5 Thus, the contractor must have qualified, competent and designated employees including project manager/site in-charge, job supervisor (as per above clause)
- 9.1.6 A list of such employees and their qualifications will have to be furnished during TNC, which shall be considered while evaluating the technical competency of the firm.
- 9.1.7 The contractor shall maintain a competent and qualified supervisory staff at the site for the supervision, coordination, scheduling and administration of the work.
- 9.1.8 Failure of contractor's manager/supervisor to execute instructions of GRSE Paint Shop/PL shall constitute a basis for dismissal of supervisor from the project. Upon request by GRSE, dismissal will take effect within 72 hours and a new supervisor will be substituted by the contractor.
- 9.1.9 Contractor must promptly work additional time over regular hours, including Saturdays, Sundays, and holidays supply additional workman revise its operational procedures or take such other steps as may be required to bring work on and as per schedule, without additional cost or expense to GRSE.
- 9.1.10 The sub-contractor needs to deploy minimum one qualified and certified safety personal per GRSE unit, bearing diploma/certification course in industrial safety, recognized by state govt. board or AICTE. The vendor's safety





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personnel have to ensure safety at site and usage of proper PPEs by all workmen and keep records at their end, which should be provided to GRSE Paint Shop as and when required and make liaison with GRSE Safety department on time to time basis.

9.1.11 The sub-contractor has to submit health check-up report of all workmen quarterly, duly certified by qualified MBBS doctor and countersigned by GRSE medical department, to ensure that the workmen (esp. painters and blasters) are fit to work in confined spaces and free from any ailments which is detrimental to working with painting activity.

## 9.2 **EQUIPMENT & MATERIALS:**

9.2.1 All tools and tackles, machines and equipment's, gadgets and instruments, etc., incidental to, in the execution of above work to meet GRSE's blasting-priming and system coat painting schedules, shall be provided by the contractor. Minimum requirements are listed below but the list may not be limited.

9.2.1.1 Blasting-priming and system coat painting machines and associated accessories.

- 9.2.1.1.1 Airless Spray Painting Machines (03 nos.) with spray guns
- 9.2.1.1.2 Compressors (03 Nos.)
- 9.2.1.1.3 Blasting Hoppers (03 Nos.)
- 9.2.1.1.4 Air filters with Dryers (03 Nos.)
- 9.2.1.1.5 Blasting hoses with nozzles (03 nos.)
- 9.2.1.1.6 Paint mixer/stirrers (mechanical) (at least 02)
- 9.2.1.1.7 Vacuum cleaners (at least 02)
- 9.2.1.1.8 Measuring jars (at least 02 for each type of paint)

9.2.1.2 Ventilation blowers (vendor's scope of supply): Ref. Sl. No. 9.1.10, the vendor's safety personnel have to assess the ventilation requirement and ensure/deploy adequate blowers for both air supply into confined spaces as well as venting out dangerous and flammable fumes arising out of painting into the open atmosphere (preferably out of the ship). The vendor's safety personnel also need to ensure that as per the sites deployed or in case of additional requirement/exigency, sufficient number of additional blowers need to be arranged by the vendor. The same has to be in liaison with GRSE Safety department before starting of painting work. If there are more than 3 instances where the vendor has failed in providing adequate ventilation, then that will attract a penalty of **1% (one)** of PO value.



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9.2.1.3 The sub-contractor shall provide suitable PPEs, safety gears as per IS/EN standard or equivalent to all workmen and appropriate PPEs (including respirator/breathing apparatus with supplied breathable air system from outside of the ship or self-contained B.A. set) for Blasters and Spray painters and also provide boiler suits/Uniforms of unique color to their personnel so that they can be identified. Ref. SI. No. 9.1.10, the vendor's safety person must maintain records with regards to usage of proper PPEs by all workmen and make liaison with GRSE Paint Shop and Safety department from time to time.

9.2.1.4 Machine for grinding and rounding of edges.

9.2.1.5 Hand power tools for surface preparation.

9.2.1.6 Spray painting machines and spray guns along with associated accessories.

9.2.1.7 Consumables like cotton waste, rags, brushes, rollers, gloves, masks, emery paper, grinding wheels, masks etc.

9.2.1.8 Thinner / solvent required for washing airless machine, brush, hand etc.

9.2.1.9 Tarpaulins and other coverings to cover ducts, fitting and items which may be affected by carrying out blasting or painting.

9.2.1.10 Hand lamps, electric board with extended wire.

9.2.1.11 Log book and hindrance registers to be maintained regularly

9.2.1.12 At least one WFT measuring device and one DFT measuring device for both ferrous and nonferrous metal.

9.2.1.13 Sub – contractor will arrange to display board written by “NO HOT WORK PAINTING IS GOING ON” at working area and in adjacent area of working place.

9.2.1.14 Sub-contractor will provide the following tip,

9.2.1.15 Gun Tip Size:

9.2.1.15.1 For Anticorrosive paint = 0.070 inch – 0.079 inch.



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9.2.1.15.2 For Primer paint = 0.060 inch – 0.079 inch.

9.2.1.15.3 Any additional gun tips as per requirements of specific paint product data sheet and OEM needs to be arranged by the vendor.

9.2.1.15.4 High compression type guns, suitable for painting high density/viscosity paints.

9.2.1.16 Staging / scaffolding required for painting, to be erected by sub – contractor.

9.2.1.17 Paint brushes of various sizes and paint pots.

9.2.1.18 Flameproof lamps of 110 V (shatter/blast proof).

9.2.1.19 C.I. grit as per standards and satisfaction of inspection authorities.

9.2.1.20 Hoppers/containers, storing fresh and spent/waste grits.

**9.2.1.21** Any other material, tool, machine and equipment, gadget, etc., incidental to, and not mentioned herein, shall be in the scope of the contractor.

### 9.3 **SERVICES:**

The contractor shall provide incidental services, free of cost, associated in executing the above work for GRSE namely but not limited to:

9.3.1 Removal of spent/excess and reusable grits within 5 days from the date of work done.

9.3.2 Transportation of paint drums from paint store to point of use.

9.3.3 Removal of empty paint drums and cartons from work site to disposal area on daily basis.

9.3.4 Empty paint tins of component B of size 06 Ltr. and below are to be returned to paint shop without damaging them and the quantity of such tins shall be mentioned and tallied in the material Reconciliation Report. Such tins are intended for reuse by GRSE. Loss of tins shall attract penalty equivalent to the cost of procurement of fresh empty tins by GRSE on the contractor.



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- 9.3.5 Neither GRSE nor the naval agencies nor the OEM nor any other inspection agencies shall be responsible to supervise or direct the work or the activities of contractor's employees.
- 9.3.6 The contractor shall assist GRSE personnel and inspection/OEM authorities, if any, when they perform inspections. The contractor shall furnish a detailed report to GRSE of observed discrepancies and omissions in the work.
- 9.3.7 Maintain log book and hindrance register.

#### 9.4 **DOCUMENTATION**

- 9.4.1 For Blasting-priming and system coat painting, all details (inspection observation of authorities, date of paint application, DFT, WFT etc.) shall be maintained in a daily log register and endorsed by concerned GRSE executive within one day of work execution.
- 9.4.2 Blasting record shall contain the machine details with which the area was blasted and will include compressor air pressure, nozzle air pressure, nozzle size, grit type, grit size, quantity of grit used (fresh & recycled) etc.
- 9.4.3 Records of blasting surface profile, film thickness measurements (WFT and DFT) and climatic condition testing (surface temperature, relative humidity and dew points) must be monitored to ensure timely corrective actions.
- 9.4.4 Rework on account of defective surface preparation and faulty application will attract a penalty on the contractor by redoing the job, no cost shall be paid for this additional rework and moreover the cost of paint so consumed shall be recovered from the contractor at actuals.
- 9.4.5 In case of excess DFT applied, the cost of excess paint consumed shall be recovered from the contractor.
- 9.4.6 The contractor will have to offer the completed work to the inspection authority for inspection & certification as advised by GRSE. The copies of inspection offer and documentations after inspections need to be recorded and retained in Log Book and Vendor file.
- 9.4.7 The contractor has to follow the schedule given strictly in order to maintain the overall progress of the ship. LD shall be applicable in case of delays non-attributable to any convincing reasons.





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9.4.8 Hindrance register is to be maintained sighting proper and adequate reasons for productivity loss. The hindrance register shall be maintained by the subcontractor in consultation with GRSE. The contractor is required to mention any hindrances occurred during blasting-priming and system coat painting and the same is to be recorded in the hindrance register and countersigned mutually on weekly basis.

## **10. GRSE SCOPE OF SUPPLY**

10.1 Approved paint scheme of the concerned area and concerned yard.

10.2 Paint and thinner will be provided as per CDO data and PDS of the paint. Cost of the excess consumption of paint shall be recovered as penalty from the sub-contractor.

10.3 Open space for office and store usage as per availability by Works Manager of MW.

10.4 Crane facility for lifting and shifting of heavy material / equipment.

10.5 Air ventilation system: Further to clause Sl. No. 9.2.1.2, after assessment by vendor's safety personnel and GRSE Safety department, under any exceptional situations (if arises), if the provision of blowers arranged by the vendor is not sufficient, then the sub-contractor can use the existing blower/AC/ dehumidifier of the respective yard. In such cases, intimation should be made to the PL of that specific yard and it is on the discretion of PL of that yard to provide ventilation blowers, additional to the ones that the vendor already must have deployed in line with clause Sl. No. 9.2.1.2.

10.6 Electric power supply.

## **11. MOBILIZATION PERIOD**

11.1 Mobilization of all tools, tackles, equipment and manpower for carryout blasting and painting activities including Completing HR & Security formalities/compliance to be done within 14 days from the date of receipt of LOA /PO.

11.2 Failure to mobilize within this period will attract a penalty of 0.5% of PO Value per additional day of delay in mobilization.



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## **12. DELIVERY SCHEDULE**

- 12.1 The vendor needs to adhere to the schedule/key timelines/EDSs & EDCs provided to them by the PL/Paint shop officer.
- 12.2 If the vendor is unable to achieve the schedule/delaying the job unnecessarily/flouting with the schedule given/not meeting the quality standard requirements of Paint Scheme and the paint product OEM and PDS, then PL/Paint shop officer reserves the right to take any of the following actions:
- 12.2.1 Order can split to other vendor.
  - 12.2.2 Order may be cancelled.
- 12.3 If the progress of the work is found slow, the sub-contractors shall be advised to match the requirement desirable to meet the delivery of the yard/production schedule promulgated by PL/Paint Shop and in the event the vendor fails to come up to the expectations of PL/Paint Shop, the Paint Shop office/PL will have the authority to withdraw the work from the sub-contractor either partially or fully from the work order and the same work shall be undertaken by GRSE or offloaded to any other Sub-contractor.
- 12.4 **DEFECT RECTIFICATION:**  
During the contract validity period, if any defect is noticed which is due to poor workmanship of the sub-contractor, the same shall be brought to the notice of contractor. The sub-contractor will have to rectify the defect immediately at no additional cost to GRSE.

## **13. QUALITY INSPECTION**

- 13.1 Inspection authority: Paint manufacturer(OEM)/WOT/GRSE(QA)/Paint Shop as applicable.
- 13.2 Tips of spray gun to be checked by OEM before painting.
- 13.3 Measurement jar to be checked by OEM.
- 13.4 WFT / DFT measure will be done by vendor himself checked by his own machine before offering.
- 13.5 Inspection authority will also check WFT/DFT after inspection offer by vendor.





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#### **14. WORK DONE (WDC)**

- 14.1 Work done will be certified as per actual area as provided by CDO for each case. Work done will be certified by Paint Shop Officer.
- 14.2 Ref. Sl. No. 6.1. and 6.2., Work done will be certified after successful completion of the final system coat of the whole blasting-priming and system coat painting activity in any given area/tank/compartment.
- 14.3 Signed Inspection reports (from the inspection authority) to be attached alongwith WDC for certification.

#### **15. PAYMENT TERMS**

- 15.1 The bill will be certified by Bill Certifying Authority AGM/CGM of respective units / PL or his nominated representatives for all projects. Bill to be submitted alongwith satisfactory Work Done Certificate.
- 15.2 Hindrance register is to be maintained sighting proper and adequate reasons for productivity loss. The hindrance register shall be maintained by the subcontractor in consultation with GRSE. The contractor is required to mention any hindrances occurred during blasting-priming and system coat painting and the same is to be recorded in the hindrance register and countersigned mutually on weekly basis.

#### **16. MOST IMPORTANT TERMS & CONDITIONS (MITC):**

- 16.1 **Pre-bid meeting will be conducted where salient points of this SOTR and the scope of work will be discussed. Attendance of the bidders in Pre-Bid meeting is mandatory to understand the scope of work prior bidding.**
- 16.2 The sub-contractor must understand the scope of work prior submission of quotations/bids.

#### **17. Safety Arrangements:**

- 17.1 Proper safety measures are to be taken by all the personnel engaged in painting work i.e. like PPEs, Breathing Mask, Safety Shoes etc.
- 17.2 The same are to be ensured by the vendor's deployed safety personnel as mentioned in clause Sl. No. 9.1.10, 9.2.1.2, 9.2.1.3.



<b>GRSE LTD.</b>	<b>SOTR FOR BLASTING-PRIMING AND SYSTEM COAT PAINTING OF INTERNAL AREA (MACHINERY BILGES, INSIDE TANKS, DRY AND WET COMPARTMENTS) USING C.I. GRIT</b>	DATE: 22.10.2022
YARD: ALL YARDS		REF NO: PS/23/C/50/10/22 Rev 01
PREPARED BY: Paint Shop (Main)		VETTED BY: CGM (MW) / AGM (MW)

- 17.3 All the vendors need to follow the GRSE safety guidelines “Appendix E”, Revision 2.0 date: 20 June 2018
- 17.4 Proper safety measures are to be taken by all the personnel engaged in painting work.
- 17.5 Personal protective equipment is to be used by all personnel while working.
- 17.6 Vendor supervisor needs to fill daily safety log, daily safety permits before starting activity in advance.
- 17.7 Entering proper displaying of ‘NO HOT WORK’ board at provident place where painting activity is carried out.
- 17.8 Ensuring proper ventilation as per Sl. No. 9.2.1.2
- 17.9 All safety precaution to be taken against transmission of COVID-19 corona virus at work place.



**ANNEXURE – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY  
DURING LAST 07 YEARS ENDING ON 31-Oct-2022**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

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

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

**Note: Please add additional pages if required**

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**



#### **ANNEXURE – 4: FORMAT for FINANCIAL ELIGIBILITY**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

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

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**

**Note: Financial Statements to be attached**



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

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

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

**Date:**

**2. Job Description:**

**3. Tender Reference:**

**Sub: SELF-CERTIFICATION**

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

**Or**

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

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

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

\*Strike out / omit whichever is not applicable



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

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

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

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**

**Note: Please add additional pages if required.**





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

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

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

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**

**Note: Please add additional pages if required.**



**ANNEXURE-10: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION**

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

<b>Bid Number</b>	
<b>Job Title:</b>	
Bidder's Name	
Proprietorship / Partnership / JV / Consortium	
Bidder's Address	
Phone	
E-mail	
Vendor Regn No. with GRSE (if applicable)	
MSME / MSE (Details if applicable)	
NSIC (Registration Details & Certificate Number, if applicable)	
GST Registration	
PAN No.	
GEM UNIQUE SELLER ID	
TreDS Regn No.	
PF Details	
ESI Details	
ROC/ Trade Licence	
Joint Venture/ Consortium agreement (if applicable)	
EMD (Details of Instrument, if applicable)	
<b>ACCEPTANCE MATRIX FOR NIT</b> [indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
<b>ACCEPTANCE MATRIX FOR STAC</b> [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
<b>ACCEPTANCE MATRIX FOR SOTR</b> [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
<b>FORMAT FOR TECHNICAL ELIGIBILITY</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>DISCLOSURE BY CONTRACTOR OF EXISTING WORK</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>FORMAT FOR FINANCIAL ELIGIBILITY CRITERIA</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>AVERAGE ANNUAL TURNOVER FOR LAST 3 FINANCIAL YEARS ENDING ON 31-Mar-2022</b>	
TURNOVER FOR FY 2021-22	
TURNOVER FOR FY 2020-21	
TURNOVER FOR FY 2019-20	
<b>Submission of DOCUMENTS IN SUPPORT OF FINANCIAL ELIGIBILITY CRITERIA</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY</b> [indicate SUBMITTED / NOT SUBMITTED and if put on Tender Holiday / Blacklisted]	
<b>NON-DISCLOSURE AGREEMENT (in non-judicial stamp paper of Rs 100/-)</b> [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	
<b>INTIGRITY PACT (in non-judicial stamp paper of Rs 100/-)</b> [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

**ANNEXURE-9: CHECK LIST FOR BILL SUBMISSION - for Service Contracts****CHECK LIST FOR BILL SUBMISSION - for Service Contracts****A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)**

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

<b>I. For RA Bill (Running/Progressive bill) (Put √ 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 √ 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

**For GRSE Use Only**

<b>B.</b>	<b>To be checked and verified by Bill certifying authority (Put √ 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 √ 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





b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.

e. The Bidder(s)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

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

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

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

### **Section 4- Compensation for Damages.**

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

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

### **Section 5- Previous Transgression**

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

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

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



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

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

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

### **Section 8- Independent External Monitor/Monitors**

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





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

**Section 9- Pact Duration:**

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

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

**Section 10- Other provisions:**

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

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place .....

Place .....

Date .....

Date .....

Witness 1  
(Signature, Name & Address)

Witness 2  
(Signature, Name & Address)



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

This Non-Disclosure Agreement executed this .....Day of .....2021.

**Between**

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

**AND**

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

**WHEREAS**

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

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

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

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

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

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



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



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

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

**FOR GARDEN REACH SHIPBUILDERS &  
ENGINEERS LTD**

Signature :  
Name :  
Address :

**FOR M/s \_\_\_\_\_,**

Signature :  
Name :  
Address :

**WITNESS 1**

Signature :  
Name :  
Address :

**WITNESS 2**

Signature :  
Name :  
Address :



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

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form -II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</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.

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