



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A GOVERNMENT OF INDIA UNDERTAKING)

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

Phone: 2469-8100 to 8114 Extn 648/749

FAX : 2469-3932

NOTICE INVITING TENDER (NIT)

NIT NO. MAIN/CONTRACT/OT/SHIP CLEANING/069/ET-00399

Annual Rate Contract for Ship cleaning & associated works for various Yards of GRSE at Main Unit, FOJ and RBD

- 1) Bids in single stage two bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) are invited for establishing annual rate contract for Ship cleaning & associated works for various Yards of GRSE at Main Unit/FOJ/RBD/KOPT areas/Any other Dock as per the enclosed technical specification sheets (**Annexure-I**) from resourceful and financially solvent vendors. Yard wise requirement (tentative) for Ship cleaning is given below.

Sl.No.	Yard No.	Requirement (in Sq. Mtr.)	Sl.No.	Yard No.	Requirement (in Sq. Mtr.)
1	2077	51280	8	3021	2000000
2	2078	128200	9	2092	1000000
3	2079	307680	10	2093	1000000
4	3017	1156260	11	2094	800000
5	3018	2606840	12	2095	800000
6	3019	3500000	13	2096	500000
7	3020	3500000	14	2097	500000
Total Qty. requirement					17850260

Tentative locations of Yards are as below.

- a) Main Unit (Yard 3019-3021 & 2092-97)
- b) FOJ Unit (Yard 3017-3018)
- c) RBD Unit (Yard 2077-2079)

Part -I:

Techno-Commercial bid - ANNEXURE - A & B (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED)

Part - II:

Price bid (containing only price) - ANNEXURE -C

- 2) You will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download. You are required to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed, if attached the offer will be treated as cancelled.

You should mention your offer ref. no. and date in ANNEXURE - A, B & C.

- 3) Quoted price should be firm and fixed till execution of entire contract and no escalation whatsoever will be admissible within contract period.
- 4) a). Vendor should attach (Submit hard copy in case of large document at contract cell-GRSE before bid opening date) the following details with their Techno-Commercial bid:
 - i. Documentary evidence by the firm w.r.t previous experience of the subject work.
 - ii. Details of workman/ staff on roll of the company.
 - iii. PAN No.
 - iv. Copy of Labour license certificate.
 - v. Copy of registration of the company.
 - vi. Solvency certificate from Banker.
 - vii. Copies of registration with PF/ESI/Service Tax authorities.
 - viii. Audited annual accounts for last three years along with annual report.

Vendors registered with GRSE, need not submit the documents (iii) to (viii) above.

b). The bidder will particularly specify in their bid documents whether they have any arrangements for joint venture/consortium/partnership and the detailed documentary proof of evidence of such joint venture/consortium/partnership shall accompany the bid document for consideration thereof as a participant.

5) **Technical eligibility**

Bidder must have experience of successful execution of similar job. Supporting documents meeting Technical Eligibility criteria to be submitted along with the offer (in soft or hard copy).

- 6) **E-Mail Address for communication:** Vendor should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.

- 7) **Tender Fee:** Tender Fee will be 500/- (Five Hundred) (non-refundable). from Nationalized Bank through DD/PO in favour of "Garden Reach Shipbuilders & Engineers Ltd." payable at Kolkata. Vendor need to submit tender fees as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Contract Cell, GRSE MAIN, Addresses to DGM (Contract Cell) before due date of submission. Please scan the DD/PO and attach to General Documents part in e-procurement. Non-submission of value of tender documents may lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point registration certificate for particular product under tender.

8) **Micro & Small Enterprise -**

- (i) For 20% value of a tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to acceptance of lowest quoted price.
- (ii) In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
- (iii) In case of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the 16%.

- (iv) MSEs will also be entitled for following benefits: -
- a) Tender documents will be issued free of cost.
 - b) Payment of Earnest Money will be exempted.

- 9) EMD amount of Rs. 2,00,000/- (Rs. Two Lakhs only) (interest free) issued from Nationalized Bank through DD/PO/Bank Guarantee (as per format) in favour of Garden Reach Shipbuilders & Engineers Limited (Detailed in ANNEXURE-II). Vendor need to submit EMD as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Manager (Contract), Contract Cell, GRSE MAIN and BG directly to GM(F) before due date of submission. Please scan the DD/PO/BG (As per format) and attach to General Documents part in e-procurement. Non-submission of EMD will lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Earnest Money Deposit on submission of valid NSIC single point registration certificate for particular product under tender. EMD will be returned to the unsuccessful bidders. GRSE registered vendors are also have to submit EMD as per tender.
- 10) Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Bidders may view the opening of tenders (Technical Bid) from their portal using their DSC. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.
- 11) Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. Price bids of the qualified vendors could be viewed by the bidders from their own portal.
- 12) GRSE may engage multiple vendors to carry out the entire job to maintain the construction schedule of ships at established L1 rate. Counter offer to L1 rate will be offered to the bidders in chronological ranking L2, L3, L4 ----.
- 13) 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 NIT/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.
- 14) Queries if any on SOR or other Terms may be got clarified from respective PL of Yard/DGM (Contract) prior to submission of offer.
- 15) GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

DGM (CONTRACT)



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Phone: 2469-8100 to 8114 extn 749/648

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NIT NO. MAIN/CONTRACT/OT/SHIP CLEANING/069/ET-00399

**Annual Rate Contract for Ship cleaning & associated works for various Yards of GRSE
at Main Unit, FOJ and RBD**

1. Last date of receipt of Tender : 11.01.2013 up to 1400 hrs.
2. Date of opening Tender:- Part I - Techno-Commercial Bid : 11.01.2013at 1410 hrs.
3. Date of opening Tender - Part II – Price Bid : Date of opening to be notified after conclusion of TNC/CNC meetings and acceptance of Techno- commercial offer.
4. Earnest Money to be deposited along with the offer by vendor : Rs. 2,00,000 /-
5. Details of work, Terms & Condition etc. : As per Enclosure, (Annexure I to III)

List of Enclosures:

ANNEXURE-I –	Technical Specification	- 10 Pages.
ANNEXURE- II–	Standard Terms & Conditions.	- 19 Pages.
ANNEXURE- III–	Guidelines of Bank Guarantee & Format of Bank Guarantee towards EMD	- 03 Pages.

DGM (CONTRACT)

SOR No. 2072-79/P/02 Rev.01

STATEMENT OF REQUIREMENT IN SHIPS CLEANING JOBS

JOB DESCRIPTION :

1. Wiping off with water soaked rags followed by wiping off with detergent mixed water soaked cloths for ballast tanks OR wiping off with kerosene/suitable oil remover soaked cloth for oil tanks.
2. Bailout water, oil, mud, scrap, garbage and other materials including angles, lugs, staging planks etc. up to a limiting weight of 50 kgs. only which can be handled by two laborers and removal to specified places at ships/docks/jetty near the ship including cleaning.
3. Cleaning and removal of water silt and scrap, metallic/non-metallic materials, thermo cols, fiber glass, mineral wools, electrode stub ends, cable cuts, saw dust, waste cottons soils, staging planks including other scrap materials generated during construction and carrying the same to waste bin/specified places at ships/at dock/jetty suitably located near the ship. Limitation of individual weight of item as for para 17 above will also be applicable. The waste bin to be placed nearest to the ship.
4. Cleaning by thinner/paint remover (cleaning material will be provided by GRSE).
5. Ships are launched by floating out method from Dry dock as designated. Cleaning gang to clean Dry Dock to the entire satisfaction of GRSE. They are also required to position & remove material, staging and wooden blocks in & out of Dry Dock.
6. Cleaning gang to provide assistance for staging erection as directed by GRSE.
7. Quantum of job: as per actual measurement of work with respect to yds.2072-79 under construction during the period stated in ships construction plan.
 - a) Location of work and inspection: Execution of work shall be in area viz. Hull, Machinery, Plumbing, Electrical, Electronics, Weapons & OF/ Dock and accordingly completion of jobs to be certified by respective Project Leaders/ Project Managers. Location of work will be in all units of GRSE.
 - b) Outside Machinery Spaces: denotes areas of Dock structure outside hull including underwater hull and boot top area, cabin, WC, bathroom, funnels, mast, derricks, on-board cranes, boat davit winch and deck machinery, railings/ stanchion, ladders, gangway, hatch comings, weather decks, store rooms, alley ways, dinghies, wooden furniture/ articles, pipeline valves, pipes, sections.
 - c) Inside Machinery Spaces: denote areas of enclosed spaces i.e. engine rooms, hatches, holds, hopper, sea chests, tanks, bilges, void spaces, cofferdam, chain locker, pipes/ sections, engine casing, steering gear compartments, main engine and its ancillaries, chequered plates and grating in engine room, sumps.
 - d) Working time is 0830 HRS. to 1730 HRS. Extra hrs. if required to be undertaken by the Sub-contractor. Violation of working hrs. will attract 2% penalty of contract value per week. The challans, duly certified by GRSE rep. required at every 15 days interval. Defaulters will be dealt with deduction of 2% of contract value.

SCOPE OF SUPPLY & FACILITY

8. Contractor shall provide following wherever required at its own cost:
 - a) Scrapers, Wire brushes, Paint brushes, Paint rollers
 - b) Accessories and buckets for bailing out water/ oil etc.
 - c) Emery paper, broomstick for cleaning of tanks
 - d) Blowers of adequate capacity and safety equipment
 - e) All other gears, equipment, tools & tackles including ropes as necessary

- f) Staging including erection and dismantling will be arranged by the contractor as required at his cost. However, existing staging as and if available may be utilized by the contractor.
 - g) All cleaning gang to put on Black colour overall. Non use of Black colour overall will attract 10% deduction of contract value.
9. GRSE will provide following whenever required free of cost:
- a) Paint, oil, detergent, kerosene/ paint remover
 - b) Electric supply line and switchboards for temporary lighting facilities at the nearest place of work / location as possible
 - c) Crane facilities for heavy lifts only
 - d) Suitable space for arrangement for store by the contractor
 - e) Staging material

OTHER POINTS

- 10. Every individual of the Contractor entering GRSE premises including supervisory staff must be in possession of Anti forgery Photo Identity Card issued by the Contractor's authorities. All individual should have voter ID & PAN Card. The age group of individual should be within 18-48 years.
- 11. Daily list of complete workmen and staff should be submitted to the Security Office through GRSE P.C.O. / Project Manager / Project Leader / In-charge of the ship, containing memos, permit no. of the individual, father's name and local address. This is required to carry out daily check at the entry / exit point by the concerned department of GRSE. No one will be allowed entry unless his name appears in the said list. This list should also contain :
 - i) Duration of work
 - ii) Place of work
 - iii) Name of the supervising staff.
- 12. Police verification certificates of character antecedents in respect of all employees of contractors/sub-contractors for operating in GRSE are required to be submitted to security department, GRSE before processing of gate-passes.
- 13. During the course of engagement with GRSE if any individual's character & antecedents found to be not satisfactory on subsequent verification of specific complain received, his entry permit has to be withdrawn forthwith by the contractor.
- 14. The entry/exit will be allowed only in presence of proper supervisory staff of the contractor.
- 15. No such workmen of the contractor will be allowed to loiter around in the yard leaving their specific place of work.
- 16. No such workmen of the contractor will be allowed to join or participate in any gate-meeting/ demonstration inside or at GRSE gate.
- 17. All such employees will be subjected to routine physical search and checking of identity card by GRSE security department, any time.
- 18. During their course of engagement, if any one gets involved in any police case or gets himself involved in quarrel etc. with GRSE employees or other contractors' workmen engaged by GRSE , his entry permission will be withdrawn forthwith.
- 19. Gear supplier will be allowed entry provided all requirement and stipulations followed in respect of them as specified in respect of the workmen of contractor excepting that they will not be in possession of photo-identity-

cards for which the photo-identity cards will be issued by GRSE security department after adopting existing procedures.

20. Photo-identity cards/gate passes/dock permits as required by GRSE and for work in KPT dock areas is to be arranged by the contractors for their employees at their own cost. However GRSE shall issue authorization for KPT dock permit/gate passes, if required.
21. The contractors' employees shall wear distinctly different uniform to enable them to be easily identified from other laborers/employees of GRSE.
22. One fully responsible and qualified Site In-charge has to be positioned at the site during progress of work. All the contractors' men including the Site In-charges will wear a red color cloth 'ARM BAND" of 6 inches in width with the name of the firm written in block letter on it. This arm band is to be put on left arm at the time of entry into GRSE till the time they leave the factory premises. Non compliance will attract 2% deduction of contract value.
23. One supervisor to be appointed with valid mobile phone (without camera) for 15 individual employed. Non compliance will attract 2% of contract value.
24. A Log book maintaining cleaning of Ships, Blocks, and Docks is essential. The Log book required to be signed by the Project Leader/Authorized GRSE Rep. The Log book shall be submitted along with the Bill.

STATEMENT OF REQUIREMENT IN SHIPS CLEANING JOBS (For Yards 3017-18)

JOB DESCRIPTION :

1. Wiping off with water soaked rags followed by wiping off with detergent mixed water soaked cloths for ballast tanks OR wiping off with kerosene/suitable oil remover soaked cloth for oil tanks. Cleaning of FW tanks, Avcat tanks, Cofferdams & other spaces/tanks etc as per requirements.
2. Bailout water, oil, mud, scrap, garbage and other materials including angles, lugs, staging planks etc. up to a limiting weight of 50 kgs. only which can be handled by two laborers and removal to specified places at ships/docks/jetty near the ship including cleaning.
3. Cleaning and removal of water silt and scrap, metallic/non-metallic materials, thermo cols, fiber glass, mineral wools, electrode stub ends, cable cuts, saw dust, waste cottons soils, staging planks including other scrap materials generated during construction and carrying the same to waste bin/specified places at ships/at dock/jetty suitably located near the ship. Limitation of individual weight of item as for para 17 above will also be applicable. The waste bin to be placed nearest to the ship. Two separate bins to be used for scrape materials and waste items for easy identification and quick disposal.
4. Wherever cleaning by thinner/paint remover (cleaning material will be provided by GRSE).
5. Ships are launched by floating out method from Dry dock as designated. Cleaning gang to clean Dry Dock to the entire satisfaction of GRSE. They are also required to position & remove material, staging and wooden blocks in & out of Dry Dock/ Building Berth/Slipway.
6. Cleaning gang to provide assistance for staging erection as directed by GRSE.
7. **Quantum of job:** as per actual measurement of work with respect to all vessels under construction at GRSE (Main/FOJ/RBD) during the period stated in ships construction plan.
Cleaning, material handling and associated work in all internal spaces/compartments inside the ships located at all units of GRSE INCLUDING KoPT/any other docks.
 - a) **Location of work and inspection:** Execution of work shall be in area viz. Hull, Machinery, Plumbing, Electrical, Electronics, Weapons & OF/ Dock and accordingly completion of jobs to be certified by respective Project Leaders/ Project Managers. Location of work will be in all units of GRSE.
 - b) **Outside Machinery Spaces:** denotes areas of Dock structure outside hull including underwater hull and boot top area, cabin, WC, bathroom, funnels, mast, derricks, on-board cranes, boat davit winch and deck machinery, railings/ stanchion, ladders, gangway, hatch comings, weather decks, store rooms, alley ways, dinghies, wooden furniture/ articles, pipeline valves, pipes, sections.
 - c) **Inside Machinery Spaces:** denote areas of enclosed spaces i.e. engine rooms, hatches, holds, hopper, sea chests, tanks, bilges, void spaces, cofferdam, chain locker, pipes/ sections, engine casing, steering gear compartments, main engine and its ancillaries, chequered plates and grating in engine room, sumps.
 - d) Working time is 0830 HRS. to 1730 HRS. Extra hrs. if required to be undertaken by the Sub-contractor. Violation of working hrs. will attract 2% penalty of contract value per week. The challans, duly certified by GRSE rep. required at every 15 days interval. Defaulters will be dealt with deduction of 2% of contract value.

SCOPE OF SUPPLY & FACILITY


8. **Contractor shall provide following wherever required at its own cost:**
 - a) Scrapers, Wire brushes, Paint brushes, Paint rollers
 - b) Accessories and buckets for bailing out water/ oil etc.

- c) Emery paper, broomstick for cleaning of tanks
 - d) All other gears, equipment, tools & tackles including ropes as necessary
 - e) Staging including erection and dismantling will be arranged by the contractor as required at his cost. However, existing staging as and if available may be utilized by the contractor.
 - f) All cleaning gang to put on Black colour overall. Non use of Black colour overall will attract 10% deduction of contract value.
9. GRSE will provide following whenever required free of cost:
- a) Paint, oil, detergent, kerosene/ paint remover
 - b) Electric supply line and switchboards for temporary lighting facilities at the nearest place of work / location as possible
 - c) Crane facilities for heavy lifts only
 - d) Suitable space for arrangement for store by the contractor
 - e) Staging material
 - f) Bholio
 - g) Blowers
 - h) Staging materials

OTHER POINTS


- 10. Every individual of the Contractor entering GRSE premises including supervisory staff must be in possession of Anti forgery Photo Identity Card issued by the Contractor's authorities. All individual should have voter ID & PAN Card. The age group of individual should be within 18-55 years.
- 11. Daily list of complete workmen and staff should be submitted to the Security Office through GRSE P.C.O. / Project Manager / Project Leader / In-charge of the ship, containing memos, permit no. of the individual, father's name and local address. This is required to carry out daily check at the entry / exit point by the concerned department of GRSE. No one will be allowed entry unless his name appears in the said list. This list should also contain :
 - i) Duration of work
 - ii) Place of work
 - iii) Name of the supervising staff.
- 12. Police verification certificates of character antecedents in respect of all employees of contractors/sub-contractors for operating in GRSE are required to be submitted to security department, GRSE before processing of gate-passes.
- 13. During the course of engagement with GRSE if any individual's character & antecedents found to be not satisfactory on subsequent verification of specific complain received, his entry permit has to be withdrawn forthwith by the contractor.
- 14. The entry/exit will be allowed only in presence of proper supervisory staff of the contractor.
- 15. No such workmen of the contractor will be allowed to loiter around in the yard leaving their specific place of work.
- 16. No such workmen of the contractor will be allowed to join or participate in any gate-meeting/ demonstration inside or at GRSE gate.

17. All such employees will be subjected to routine physical search and checking of identity card by GRSE security department, any time.
18. During their course of engagement, if any one gets involved in any police case or gets himself involved in quarrel etc. with GRSE employees or other contractors' workmen engaged by GRSE , his entry permission will be withdrawn forthwith.
19. Gear supplier will be allowed entry provided all requirement and stipulations followed in respect of them as specified in respect of the workmen of contractor excepting that they will not be in possession of photo-identity-cards for which the photo-identity cards will be issued by GRSE security department after adopting existing procedures.
20. Photo-identity cards/gate passes/dock permits as required by GRSE and for work in KPT dock areas is to be arranged by the contractors for their employees at their own cost. However GRSE shall issue authorization for KPT dock permit/gate passes, if required.
21. The contractors' employees shall wear distinctly different uniform to enable them to be easily identified from other laborers/employees of GRSE.
22. One fully responsible and qualified Site In-charge has to be positioned at the site during progress of work. All the contractors' men including the Site In-charges will wear a red color cloth 'ARM BAND" of 6 inches in width with the name of the firm written in block letter on it. This arm band is to be put on left arm at the time of entry into GRSE till the time they leave the factory premises. Non compliance will attract 2% deduction of contract value.
23. One supervisor to be appointed with valid mobile phone (without camera) for 15 individual employed. Non compliance will attract 7% of contract value.
24. A Log book maintaining cleaning of Ships, Blocks, and Docks is essential. The Log book required to be signed by the Project Leader/Authorized GRSE Rep. The Log book shall be submitted along with the Bill.
25. Contractor's employee should wear helmet, safety shoes and should be in possession with pocket torch.
26. Contractor's employee should not use mobile phone inside GRSE premises with inbuilt camera facility in the mobile.
27. Contractor's employee should undertake cleaning of surrounding areas of ship including dock/building berth/slipway floor and galleries to maintain general hygiene during the ship building process.

	GRSE LTD.	REQUISITION NO. 1400002945 DT. 03.11.2012
Yard No. 3019-21, 2092-97	<u>STATEMENT OF REQUIREMENT IN SHIPS CLEANING JOBS</u>	SHEET: 1 of 4
Date: 12.12.2012		CHECKED BY; S. GANGULI AGM(H&HOF)

JOB DESCRIPTION :

1. Wiping off with water soaked rags followed by wiping off with detergent mixed water soaked cloths for ballast tanks OR wiping off with kerosene/suitable oil remover soaked cloth for oil tanks. Cleaning of FW tanks, Avcat tanks, Cofferdams & other spaces/tanks etc as per requirements.
2. Bailout water, oil, mud, scrap, garbage and other materials including angles, lugs, staging planks etc. up to a limiting weight of 50 kgs. only which can be handled by two laborers and removal to specified places at ships/docks/jetty near the ship including cleaning.
3. Cleaning and removal of water silt and scrap, metallic/non-metallic materials, thermo cols, fiber glass, mineral wools, electrode stub ends, cable cuts, saw dust, waste cottons soils, staging planks including other scrap materials generated during construction and carrying the same to waste bin/specified places at ships/at dock/jetty suitably located near the ship. Limitation of individual weight of item as for para 17 above will also be applicable. The waste bin to be placed nearest to the ship. Two separate bins to be used for scrape materials and waste items for easy identification and quick disposal.
4. Wherever cleaning by thinner/paint remover (cleaning material will be provided by GRSE).
5. Ships are launched by floating out method from Dry dock as designated. Cleaning gang to clean Dry Dock to the entire satisfaction of GRSE. They are also required to position & remove material, staging and wooden blocks in & out of Dry Dock/ Building Berth/Slipway.
6. Cleaning gang to provide assistance for staging erection, equipment lowering including dewatering pumps & blowers as applicable etc. as directed by GRSE.
7. Quantum of job: as per actual measurement of work with respect to all vessels under construction at GRSE (Main/FOJ/RBD) during the period stated in ships construction plan.
Cleaning, material handling and associated work in all internal spaces/compartments inside the ships located at all units of GRSE INCLUDING KoPT/any other docks.
 - a) Location of work and inspection: Execution of work shall be in area viz. Hull, Machinery, Plumbing, Electrical, Electronics, Weapons & OF/ Dock and accordingly completion of jobs to be certified by respective Project Leaders/ Project Managers. Location of work will be in all units of GRSE.
 - b) Outside Machinery Spaces: denotes areas of Dock structure outside hull including underwater hull and boot top area, cabin, WC, bathroom, funnels, mast, derricks, on-board cranes, boat davit winch and deck machinery, railings/ stanchion, ladders, gangway, hatch comings, weather decks, store rooms, alley ways, dinghies, wooden furniture/ articles, pipeline valves, pipes, sections.
 - c) Inside Machinery Spaces: denote areas of enclosed spaces i.e. engine rooms, hatches, holds, hopper, sea chests, tanks, bilges, void spaces, cofferdam, chain locker, pipes/ sections, engine casing, steering gear compartments, main engine and its ancillaries, chequered plates and grating in engine room, sumps.

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Yard No. 3019-21, 2092-97	<u>STATEMENT OF REQUIREMENT IN SHIPS CLEANING JOBS</u>	SHEET: 1 of 4
Date: 12.12.2012		CHECKED BY; S. GANGULI AGM(H&HOF)


- d) Working time is 0830 HRS. to 1730 HRS. Extra hrs. if required to be undertaken by the Sub-contractor. Violation of working hrs. will attract 2% penalty of contract value per week. The challans, duly certified by GRSE rep. required at every 15 days interval. Defaulters will be dealt with deduction of 2% of contract value.

SCOPE OF SUPPLY & FACILITY

8. Contractor shall provide following wherever required at its own cost:
- Scrapers, Wire brushes, Paint brushes, Paint rollers
 - Accessories and buckets for bailing out water/ oil etc.
 - Emery paper, broomstick for cleaning of tanks
 - All other gears including safety equipment, tools & tackles including ropes as necessary
 - Staging including erection and dismantling will be arranged by the contractor as required at his cost. However, existing staging as and if available may be utilized by the contractor.
 - All cleaning gang to put on uniform colour overall with arm band except khaki. Non use of same will attract 10% deduction of contract value.
9. GRSE will provide following whenever required free of cost:
- Paint, oil, detergent, kerosene/ paint remover
 - Electric supply line and switchboards for temporary lighting facilities at the nearest place of work / location as possible
 - Crane facilities for heavy lifts only
 - Suitable space for arrangement for store by the contractor
 - Staging material
 - Bholio
 - Blowers
 - Staging materials

OTHER POINTS


10. Every individual of the Contractor entering GRSE premises including supervisory staff must be in possession of Anti forgery Photo Identity Card issued by the Contractor's authorities. All individual should have voter ID & PAN Card. The age group of individual should be within 18-55 years.
11. Daily list of complete workmen and staff should be submitted to the Security Office through GRSE P.C.O. / Project Manager / Project Leader / In-charge of the ship, containing memos, permit no. of the individual, father's name and local address. This is required to carry out daily check at the entry / exit point by the concerned

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Yard No. 3019-21, 2092-97		SHEET: 1 of 4
Date: 12.12.2012		CHECKED BY; S. GANGULI AGM(H&HOF)

department of GRSE. No one will be allowed entry unless his name appears in the said list. This list should also contain :

- i) Duration of work
- ii) Place of work
- iii) Name of the supervising staff.

12. Police verification certificates of character antecedents in respect of all employees of contractors/sub-contractors for operating in GRSE are required to be submitted to security department, GRSE before processing of gate-passes.
13. During the course of engagement with GRSE if any individual's character & antecedents found to be not satisfactory on subsequent verification of specific complain received, his entry permit has to be withdrawn forthwith by the contractor.
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17. All such employees will be subjected to routine physical search and checking of identity card by GRSE security department, any time.
18. During their course of engagement, if any one gets involved in any police case or gets himself involved in quarrel etc. with GRSE employees or other contractors' workmen engaged by GRSE, his entry permission will be withdrawn forthwith.
19. Gear supplier will be allowed entry provided all requirement and stipulations followed in respect of them as specified in respect of the workmen of contractor excepting that they will not be in possession of photo-identity-cards for which the photo-identity cards will be issued by GRSE security department after adopting existing procedures.
20. Photo-identity cards/gate passes/dock permits as required by GRSE and for work in KPT dock areas is to be arranged by the contractors for their employees at their own cost. However GRSE shall issue authorization for KPT dock permit/gate passes, if required.
21. The contractors' employees shall wear distinctly different uniform to enable them to be easily identified from other laborers/employees of GRSE.
22. One fully responsible and qualified Site In-charge has to be positioned at the site during progress of work. All the contractors' men including the Site In-charges will wear a red color cloth 'ARM BAND' of 6 inches in width with the name of the firm written in block letter on it. This arm band is to be put on left arm at the time of entry into GRSE till the time they leave the factory premises. Non compliance will attract 2% deduction of contract value.

 GRSE LTD.	<u>STATEMENT OF REQUIREMENT IN SHIPS CLEANING JOBS</u>	REQUISITION NO. 1400002945 DT. 03.11.2012
Yard No. 3019-21, 2092-97		SHEET: 1 of 4
Date: 12.12.2012		CHECKED BY; S. GANGULI AGM(H&HOF)

23. One supervisor to be appointed with valid mobile phone (without camera) for 15 individual employed. Non compliance will attract 7% of contract value.
24. A Log book maintaining cleaning of Ships, Blocks, and Docks is essential. The Log book required to be signed by the Project Leader/Authorized GRSE Rep. The Log book shall be submitted along with the Bill.
25. Contractor's employee should wear helmet, safety shoes and should be in possession with pocket torch.
26. Contractor's employee should not use mobile phone inside GRSE premises with inbuilt camera facility in the mobile.
27. Contractor's employee should undertake cleaning of surrounding areas of ship including dock/building berth/slipway floor and galleries to maintain general hygiene during the ship building process.

STANDARD TERMS & CONDITIONS (STAC)

1. PAYMENT TERMS :

- a) 100% payment will be released within 30 days of receipt of bill duly certified by PL/DGM(H & HOF) & supported with satisfactory Work Done Certificate duly certified by respective Project Leaders/PCO/Site Officers on monthly progressive payment basis and on clearance of ESI & P.F. liabilities from the concerned department.
- b) Monthly Running bills are to be raised ship wise. However, Payment will be made on actual certification basis.
- c) Bills are to be submitted in the Bill Drop Box maintained at Finance Department along with filled up checklist as per Appendix-F attached with Tender Enquiry/ NIT. In case of outstation vendors, bills are to be sent to DGM (Finance-SLP).

2. WORK DONE CERTIFICATE(W.D.C.):

Firm will put up Work Done for certification to Site Engineer/ PL along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

3. LIQUIDATED DAMAGE:

The vendor will be liable to pay the 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.

4. GUARANTEE PERIOD: Not Applicable

5. RISK PURCHASE:

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

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

6. **JOB STARTING & COMPLETION DATE:**

The firm will be required to execute the Ship cleaning job as per enclosed technical specification (Annexure-I) during tenure of rate contract as per GRSE requirement. Job may be required to execute at different locations of GRSE (Main Unit/RBD/FOJ), if required at KOPT area/any other Dock.

7. **LOCATION OF WORK AND WORKING HOURS:**

The work is to be carried out onboard as well as dock or jetty/ for all types of vessels under construction in Main Works/ Fitting out Jetty /Raja Bagan Dockyard of GRSE or KoPT areas/ any other dock. The Contractor's normal working hours shall be in between 8.30AM-5.30PM. Work may also be required to be carried out in day or night shift as per GRSE's requirement. However, as per exigency of work, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE.

8. **VALIDITY OF OFFER: -**

Your offer should remain valid for a period of 90 days from the due date of the tender.

9. **PRICE:**

- a. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled.
- b. L1 bidder will be decided based on lowest quoted unit rate for sq. mtr. area.
- 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 quoted price should be inclusive of all statutory Taxes/Levies and other charges as applicable. The price should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever. Service tax will be paid extra as per the ruling rate. Service tax 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. Service tax registration number is to be quoted in all bills.

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

- i. One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners.
- ii. The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,
- iii. All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,
- iv. A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,
- v. The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.

- vi. In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say, (work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.
- vii. The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,
- viii. Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,
- ix. The contract agreement shall be signed jointly by each joint venture/consortium partners.

11. **YOUR OFFER SHOULD COME IN TWO PART:-**

You will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet (ANNEXURE-C) only. No other attachment regarding price will be allowed if so then offer will be treated as cancelled.

12. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason. GRSE also reserves the right to enter into the contract with one or more contractors for their requirement of whole or part job.

13. **E-Mail Address for communication:** Vendor should have a computer with suitable internet Connection & e-mail address to enable better communication with various offices of GRSE.

14. No Conditional offer will be accepted.

15. **SUB-CONTRACTING OF SUB-CONTRACTED JOB:-**

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.

16. **EXCESS/WASTE/REJECTED MATERIALS:-**

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.

17. **EARNEST MONEY DEPOSIT (INTEREST FREE):**

- i. EMD amount of Rs. 2,00,000/- (Two lakhs only) (interest free) issued from Nationalized Bank through DD/PO/Bank Guarantee (as per format and should valid till minimum six months from tender due date) in favour of Garden Reach Shipbuilders & Engineers Limited. Vendor need to submit EMD as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Manager (Contract), Contract Cell, GRSE MAIN before due date of submission. Please scan the copy of DD/PO/BG and attach to General Documents part in e-procurement. Non-submission of EMD will lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Earnest Money Deposit on submission of valid NSIC single point registration certificate for particular product under tender.
- ii. If EMD is submitted in the form of B.G., then the same is to be forwarded directly to GM (Finance), GRSE in Banker's sealed envelope failing which same will not be accepted. Details of B.G. are to be confirmed in Techno-Commercial part of offer.
- iii. SSI units registered under single point NSIC may be exempted from the earnest money deposit. However, this will be as per guidelines circulated by D.P.E. from time to time. A copy of the NSIC certificate with annexure is to be scanned and enclosed with the technical bid and that the list of activities contained in the NSIC certificate should cover the activity for which tender is issued and to be confirmed in Techno-Commercial part of offer.
- iv. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of money receipt with an application by bidder upon the intimation from the purchaser. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of submission of original copy of money receipt with an application by the bidder. EMD, if not claimed within 1 year from the date of notification will be forfeited.

18. **FORFEITURE OF EMD**

The EMD may be forfeited, if:

- a) The bidder withdraws the bid after opening during the period of validity
- b) The bidder does not accept the correction of error in bid price as indicated in Clause 28 hereinafter.
- c) The successful bidder fails within the specifies time limit to:
 - i) Acknowledge the LOA/Order
 - ii) Furnish the required Security Deposit
 - iii) Non-performance of the contract by the Contractor

19. **SECURITY DEPOSIT (INTEREST FREE):**

- a) Successful bidder will deposit an amount equivalent to 5% of the individual work order value as interest free S.D. in the form of Pay Order/D.D/Bank Guarantee (as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring GRSE Ltd., within mobilisation time stipulated in the order/within 15 days from the date of issue of Letter of Award/firm order and valid for sixty days beyond the tenure of the contract (in case of BG).
- b) 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 Sub – Contract Cell.
- c) Before commencement of work, S.D. must be submitted. The same would be returned after successful execution of job duly certified by competent authority of GRSE and on submission of certified MRS. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- d) SSI units registered under single point NSIC may be exempted from the security deposit. However, this will be as per guidelines circulated by D.P.E. from time to time.

20. Work on board should be carried out under guidance of PL/SPM/PM/PCO or his deputed engineer on board.

21. **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:**

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

22. **INDIVIDUALITY OF THE CONTRACT:**

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

23. Quotation received after due date and time will not be considered.

24. Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you.

25. **SECURITY OF INFORMATION:-**

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

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

26. **REGISTRATION OF APPROVED VENDOR:**

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

27. **QUALITY ASSURANCE AUTHORITY:**

PL of respective Ship / His nominated rep.

28. **CORRECTION OF ERRORS:**

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

- 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.

29. **FORCE MAJEURE:**

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

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

30. **TERMINATION OF CONTRACT :**

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

31. **DAMAGE OF MATERIALS / EQUIPMENTS :**

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

32. **ARBITRATION :**

In case of dispute, if any, between GRSE and the contractor, the matter shall be referred to the sole discretion / arbitration of CMD of GRSE or his nominated representative and his decision will be final and binding.

- i. If at any time, before doing 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 referred to the Chairman & Managing Director(" CMD") in short of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. The CMD, GRSE Ltd. If he so desires, may nominate / appoint another officer of GRSE Ltd. or person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
- 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd. , the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi. Also in the event on Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer or GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

- vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

33. **JURISDICTION:**

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
 - ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
 - iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
 - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
 - v) The Firm engaged in work are required to have registration under the Service Tax.
34. Declaration form as per Appendix 'A' regarding Licence/PF/ESI is to be filled up and submitted along with the techno-commercial bid.
35. CONTRACT LABOUR ACT REQUIREMENTS -as per Appendix 'B'&'C' enclosed.
36. GENERAL REQUIREMENTS – as per Appendix-'D' enclosed.
37. FIRE &SAFETY PRECAUTIONS –as per Appendix 'E enclosed'.
38. CHECK LIST FOR BILL SUBMISSION – as per Appendix 'F'.

Note-

1. Techno-Commercial bid will be opened on the due date and time of tender.
2. In case of non- receipt of filled in NIT/SOTR/STAC 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.
3. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
4. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

DECLARATION FORM

1. I/ We hereby declare that our Firm M/s....., (Address) is having/ not having own PF and ESI Codes.

a) Firms having PF & ESI Codes Numbers :

(i) PF Code No. :

(ii) ESI Code No. :

b) Firms not having their own PF & ESI Codes :

(i) "I/ We hereby declare that I/ We will deduct PF & ESI contributions of our labourers from wages who are deployed on contractual engagement every month and deposit the PF contribution (Employer's & Employees') under Code No. WB/ 301 (Un - exempted) of GRSE and ESI contributions (Employer's & Employees') under ESI Code No. 41 - 3771 of GRSE in each month and produce duly acknowledged copies of challans by the authorities concerned to the Retainer of GRSE for verification of compliance.

(ii) "We also authorize GRSE Ltd. To retain the bills payable to us till we furnish the challan, depositing PF & ESI dues. GRSE is also authorised to deduct all such statutory dues from our bills in case of our continued default in depositing PF & ESI dues and deposit the same with the respective statutory authorities."

2. Our Labour Licence number/ Date is..... Labour Licence is valid upto (Date).....

3. I/ We shall follow the Company's regulations on deployment of Contract Labour and shall comply with the statutory provisions as envisaged under the CL(R &A) Act. 1970 read with Central Rules/ Jharkhand (Bihar) Rules. The Factories Act, 1948, West Bengal Factories Rules 1958, Bihar Factory Rules, 1950, EPF (MP) Act. 1952, ESI Act 1948 and Minimum Wages Act and the Rules there under as applicable including payment of contributions (Employer & Employees) in respect of each of our workmen.

Place: Signature of the Proprietor_____

Date: Name of the Proprietor _____

Stamp/ Seal of the Firm _____

SPECIAL CONDITIONS OF CONTRACT

(Relating to Labour Laws)

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/it's own risk and responsibility.
2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act,1970or any other applicable/ appropriate enactment.
3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-
 - a) Contractor Labour (R & A) Act,1970 and Central & State Rules as applicable.
 - b) Minimum Wages Act,1948.
 - c) ESI Act,1948
 - d) EPF & MP Act, 1952.
 - e) The Building & other Construction Works (RE &CS) Act, 1996 & Rules
4. Contract Labour (R & A) Act, 1970 & rules framed thereunder. The Contractor is to comply wit all the provisions of the Act including the following important requirements under the Act.
 - a) To obtain a labour Licence issued by the Competent Authority (i.e. Licencing Officer) where the execution of works are to be carried out. The contractor , on whom the contractor is awarded by the Principal Employer /GRSE is require to obtain Licence for all the Contractor Labours working under it/him , including the Contractor Labour of his /it's sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer /GRSE premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office / Authority for obtaining /renewal of the Labour Licence etc. in respect of contractual work executed by him /it for the principal Employer/GRSE.
 - b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/GRSE at regular intervals and also as and when required.

Contd..P/2

c) the Contractor shall be responsible for payment of wages to each workman employed by it /him in accordance with law and the disbursement of wages shall be made in presence of authorised representative of the Principal Employer /GRSE. No wage period shall exceed one month and wages of every workman shall be paid within three days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7th day from the end of wage period.

d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF &MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.

e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract Labour (R & A) Act and the Rules framed there under. A Notice board shall have to be exclusively earmarked for above purpose.

f) A copy of the notice as per Rule 81 (2) of the Act shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.

g) As per Rule 81 (3) of the Act, information of commencement / completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.

5. Photocopies of Registration Certificates of Code Nos. along with current documents/ challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.

6. Compliance of EPF &MP Act:

a) The Contractor shall have own P. F Code no. against his Firm and submit the same to GRSE while entering into /finalising tender.

b) P.F shall have to be deposited against own code of the Contractor and P.F. Challan along with Annexure for P.F deposition against Contract Labour, name wise, shall have to be submitted to the Principal Employer by the 20th of every month. Besides, all other statutory returns pertaining to P.F. are to be submitted by the Contractor in time.

c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of it's Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit challan in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/GRSE.

7. Compliance of ESI Act:

The Contractor shall have own ESI Code No as against his Firm and submit the same to GRSE while entering into contract/ finalising tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI Act/Scheme and pay the monthly contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/GRSE.

The Contractor expressly undertake that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons , the Principal Employer/GRSE will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.

8. Contractors having ESI Code:

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /GRSE for proper control. In addition ,they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer / GRSE. Such documents will be monthly challan for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.

9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B'.

10. The Contractor engaged in Shipbuilding works is require t obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.

CONTRACTORS RESPONSIBILITIES

1. Obtain Labour Licence from 'Licensing Authority', and to submit a copy of 'Licence' to the Retainer and concerned Unit HR Department.
2. 'Licence' to be renewed by applying in Form-VII to 'Licensing Authority' at least 30 days before expiry and copy to be furnished to the Retainer and HR Department.
3. The contractor shall be responsible for payment of wages to each workmen employed by him. The wages of every workman shall be paid within three day's from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases within/ before the expiry of the seventh day from the end of the wage period. Date ,Time, Place of payment wage /unpaid wages, minimum rate of wages, hours of work, wage period , name address and designation of Inspector having jurisdiction etc., are to displayed in a Notice Board at conspicuous place and copy to submitted to Retainer and HR Department. All other statutory payments are to be made within the due date as per statute.
4. It shall be the duty of the Contractor to ensure that timely disbursement of wages is made in the presence of the authorised representative of the principal Employer – i.e. representative of the HR DEPT/ Retainer. Certification of the Register Wages by the representative of the Retainer/HR Dept. would be made with the following endorsement:-
" Certified that the amount shown in Column No. has been paid to the workmen concerned in my/ our presence on at"
5. Register of Workmen employed by the Contractors shall be maintained in Form XIII and produced before the Retainer and HR Dept.
6. Muster Roll Register (Form-XVI), Register of Wages (Form- XVII), Register of Deduction of Damages or Loss (Form-XX), Register of Fines (Form-XXI), Register of Advance (Form-XXII), Register of Overtime (Form-XXIII) are to be maintained and produced before Retainer/ HR Dept.
7. Returns in Form-XXIV (in duplicate) to be sent by the Contractor to the Licensing Officer for the Half -year ending 30th June and 31st December each year endorsing copy to HR Dept./ Retainer.
8. Ensure issuance of Wage Slip to each labour at least a day prior to disbursement of wages and copy be submitted to Retainer/ HR Dept.
9. Copy of Nomination and Declaration Form -2 (REVISED) under EPF (MP) Act, 1952 in respect of all labourers to be submitted to Retainer/ HR Dept.
10. Monthly Return (Statement of contribution) in Form -12A (Revised duly filled in along with challans for deposit of PF contribution, is to be submitted to the Retainer by 20th days happens to be Sunday/Holiday, the same is to be submitted on 21st /next working day.
11. Consolidated Annual Contribution Statement/ Returns in Form 6A and contribution card for current period in Form- 3A (Revised) to be submitted to RPFC with a copy to Retainer/ HR Dept. within 30th April each year.

Contd..P/2

12. Status on Employees Provident Fund Scheme in Form -19 and status on Form-10-C (EPS) for workmen ceasing employment and claiming withdrawal benefit, to be furnished forth with to Retainer /HR Dept.
13. Every contractor shall send to the Commissioner EPF , within 15 (fifteen) days of close of each month, a Return in Form-5 under paragraph 36 (2)b of EPF Scheme 1952 & EPS 95 [Para 20(4)].
14. ESI & PF Registration Certificate in original to be produced before the Retainer/ HR Dept. and copy submitted before / at the time of commencement of work.
15. ESI Challans against deposit of monthly contributions of workmen be submitted every month, by 10th day of the subsequent months, to ESI Authorities and copies be made available to HR Dept./ Retainer along with ESI empanelment of all employees engaged by them latest by 20th day of each month.
16. Ensure Half- Yearly Returns is submitted to ESI Authorities endorsing copy to Retainer/ HR Dept. at the earliest.
17. Date of commencement/ completion of work with the Company is to be intimated to the HR Dept. through respective PLs/HODs/DGM(Repair) as applicable.
18. The contractor engaged in Shipbuilding work with the Company is required to obtain registration under the Building & Other Construction Work Act, 1966 & Rules there under. All statutory obligations as per this Act/ Rules are to be strictly complied with Contractor is to maintain Register and Records and also submit the requisite Returns accordingly.
19. Any other statutory provisions as may be applicable are required to be complied with by the Contractor.

GENERAL REQUIREMENTS:

- (a) All your personnel will be subject to routine physical search and checking of Identity Cards at any time during the deployment.
- (b) During the engagement of Contractors, if any body gets involved in any police case or gets himself involved with quarrel with GRSE employees or other contractor's workmen engaged in GRSE, his entry permit will be withheld forthwith.
- (c) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making gate Pass.
- (d) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.
- (e) No workman of the contractor will be allowed to join or participate in any Gate Meeting/ Demonstration inside or at GRSE Gate.
- (f) During the course of engagement with GRSE, if any individual's character is found to be not satisfactory, on verification of specific complaint received, entry permit will be withdrawn forthwith. Entry / Exit will be allowed only in presence of proper Supervisory staff of the contractor. No workman of the contractor will be allowed to loiter around in the yard leaving the specified space of work.
- (g). Police Verification certificates of character antecedents in respect of all employees of contractors/Sub-contractors for operating in GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.

This requirement is as per Official Secretariat Act, 1923 of Ministry of Home Affairs, Govt. of India.
- (h) One fully responsible and qualified Site In-Charge has to be posted at the site during progress of work.
- (i). The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and /or any reason whatsoever by the Contractor's men.
- (j). The contractor will work when the ship will be at FOJ/Main Yard/CPT Dry Dock/ any other place/Dock near GRSE in the event of work being carried out outside GRSE premises.
- (k) The contractor shall have to follow all the rules and regulations of other Docks/places in the event of work being carried out outside GRSE premises.
- (l). For any exigencies and for stock taking or for any other reason deemed valid by GRSE, GRSE reserves the right to suspend the work as required, without any compensation to the contractor.

FIRE & SAFETY PRECAUTIONS:

(i) Necessary safety precautions, use of proper tools and equipment, including personnel protective equipment for contractors' men are to be arranged by the contractor for the safety of the personnel employed by them. Site-in-Charge in all matter related to safety at work and their site In-charge would be responsible to the respective AGM (W)/DGM (W)/ SR. MGR (W)'s for their safe working.

(ii) The Contractor shall take all reasonable precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly for his own activities or his employees.

Use of proper tools and equipments/kits for contractor's men are to arranged by the contractor at his cost for the safety of personnel deployed by the contractor.

(iii) The Contractor will arrange for all safety precautions/ provisions for their employees deployed for the job as required and as per statutory rules.

The Contractors workers will have to follow the following Safety & Fire norms

- a) Wear Boiler Suits, Safety Shoes and Helmets while at work.
- b) Ventilation must be arranged in confined spaces throughout the period of carrying hot work.
- c) Prior to commencement of hot work, surrounding (including other side of the bulkheads & decks) should be inspected for the presence of any inflammable materials.
- d) All inflammables waste like cotton waste, plastic, broken wooden parts, battens, jutes, cloths, papers/electrodes packets etc. should be removed by the contractors from the ship everyday.
- e) Portable Hand Lamp (maximum of 110volts) should be used on board vessel.
- f) All electrical connections should be of permanent type as far as possible. Plug & Sockets should be fitted for outgoing connections. Use of any electrical outlet without using a plug & socket connection is prohibited.
- g) Use of oil drums for staging purpose is strictly prohibited. Steel stools/staging materials are to be used for staging purpose.
- h) Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.
- i) A board indicating "painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.
- j) While painting, only safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall be used.
- k) While painting in closed compartments, one person must be posted near the entry point.
- l) Any moving part used in production should be provided with guards/covers.
- m) All welding cables, temporary light cables etc. should be properly insulated at all times.

- n) Damaged hoses should not be used for gas cutting work.
- o) Gas line should be separated from welding cables & electrical cables should be laid properly.
- p) Welding Holders, if energized, should not be left unattended.
- q) All ventilation blowers should be provided with protective covers/guards.
- r) Chain Pulley Blocks/ Lifting Tackles/Rigging screws/Lugs etc. used in the production shall be duly tested.
- s) 440/220 supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance. 440 volt should be covered by M.S. Angle.
- t) Contractors' workmen should wear badges for their personal identification.
- u) Full proof welding holders must be used in construction stages, considering successive fatal accidents caused from our hand made electrodes holders.
- v) All pneumatic grinding/electrical grinders should be provided with cover guards.
- w) During recess period(Lunch time and at the end of day's work) or when work is suspended for more than half hour, the gas hoses shall be disconnected from the cylinder valves.
- x) All gas equipment shall be subjected to "Water Dip" test daily before taking those on board. A record of the testing to be maintained by the person carrying out such test.
- y) Electric power shall be cut off from transformer end during process period & at the end of days work and whenever the work is stopped for at least half an hour.
- z) Wooden planks are to be provided on all the scaffolding with lashing arrangement.

CHECK LIST FOR BILL SUBMISSION - CONTRACTORS

CONTRACTOR BILL NO ORDER NO	PARTY CODE DATE DATE	
1.	BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO. BY THE DESIGNATED PERSON OF THE PRODUCTION / ORDERING DEPARTMENT - SUBMITTED.	
2.	JOB COMPLETION CERTIFICATE OF DESIGNATED AUTHORITY - ENCLOSED.	<input type="checkbox"/>
3.	BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER HAS BEEN SENT TO FINANCE IN BANK'S SEALED ENVELOPE.	<input type="checkbox"/>
4.	SECURITY DEPOSIT AS PER ORDER SUBMITTED.	<input type="checkbox"/>
5.	FORM 83/84 FOR WORKS CONTRACT SUBMITTED.	<input type="checkbox"/>
6.	MATERIAL RECONCILIATION STATEMENT AS PER THE TERMS OF THE ORDER - ENCLOSED.	<input type="checkbox"/>
7.	INSURANCE POLICY AS PER TERMS OF THE ORDER - ENCLOSED	<input type="checkbox"/>
8.	SERVICE TAX REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.	<input type="checkbox"/>
9.	ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.	<input type="checkbox"/>
I		<input type="checkbox"/>
II		<input type="checkbox"/>
III		<input type="checkbox"/>
10.	DEDUCTION/ RECOVERY TO BE MADE [FOR USE OF BILL CERTIFICATION DEPARTMENT]	<input type="checkbox"/>
I		<input type="checkbox"/>
II		<input type="checkbox"/>
III		<input type="checkbox"/>
NOTE	TRANSACTION FEE OF RS 500.00 FOR FIRST RETURN & RS 1000.00 FOR SUBSEQUENT RETURN OF BILL WITH INAPPROPRIATE DOCUMENTS WILL BE CHARGED.	<input type="checkbox"/>

FORMAT NO.
OS/03/0085

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
43/46, Garden Reach Road,
Kolkata 700 024

(GUIDELINES OF BANK GUARANTEE)

1. Non- Judicial Stamp Paper – N. J. S. Paper of Rs. 50/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 50/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order / Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier / Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalised Banks and should be sent in Banker's sealed envelope directly to General Manager (Finance), Corporate Finance. M/S Garden Reach Shipbuilders & Engineers Limited .43/ 46, Garden Reach Road. Kolkata – 700 024. **superscribing** the word "BANK GUARANTEE".
4. No. confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled / Nationalised Banks is received in Banker's sealed envelop.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non- Scheduled Banks / Co-operative Bank/ Regional Private Bank etc. and for those Guarantee which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be in accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors / deletions / inclusions / riders etc., requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

GUARANTEE BOND

(To be used by all scheduled Banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46 , Garden Reach Road , Kolkata -700024 (hereinafter called "the Buyer") having agreed to exempt M/s..... having its registered office at (hereinafter called "the party") from the demand ,under the terms and conditions contained in the Tender No..... dated (hereinafter called "the Said Tender") of Security Deposit for the due fulfillment by the said party's of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs..... (Rupees.....only) we.....Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs..... (Rupees.....only) against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

2. We, Bankdo hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way if loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said Tender or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender / Order have been fully paid and its claims satisfied or discharged or till the Managing Director , Garden Reach Shipbuilders & Engineers Limited ,certifies that the terms and conditions of the said Tender / Order have been fully & properly carried out by the said party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender / Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Party or for any forbearance , act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained herein above , the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only), and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For Bank Limited

Dated the day of..... 20