



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

Job Title / कार्य का नाम	REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT.	
NIT No / निविदा संख्या:	SCC/NK/OT/Porta Cabin/P17A/071/ET-1946	Dated 30-Mar-2023
SOR No:	PS/23/C/50/10/22 dtd. 09.11.2022 (Annexure-2)	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	
Cardinal Dates		
Date of Prebid Query Submission	05-Apr-2023	12:00 noon
Date of Prebid Meeting / बोलीपूर्व बैठक	06-Apr-2023	10:00 hrs
Commencement of Bid Submission from	13-April-2023	12:00 am
Tender Due Date निविदा जमा की अंतिम तिथी	20-April-2023	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथी	21-April-2023	14:00 hrs
Contact Persons		
Query regarding SOTR / Drawing or other technical Terms	Mr. Adrish Mukherjee, SM (P17A-PMT), E-mail: Mukherjee.Adrish@grse.co.in Mobile no.: + 91-9163331707 / 9836261115	
In case of any difficulty in submitting / uploading of e-tender	Mr. Saraswat Palit, Sr. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata@grse.co.in Contact: +91-33 24893902	

Mandatory Site Visit of Vendor/Bidder: The bidder is required to carry out detailed assessment of the job including collection of measurements (as required). In view of above, prospective bidders are mandatorily required to visit site before submitting offer. Offers submitted by bidders without carrying out detailed assessment at site shall be summarily rejected.



Contents

ARTICLE /अनुच्छेद 1.	INTRODUCTION	3
ARTICLE /अनुच्छेद 2.	Schedule of Calendar Dates / समायावली की अनुसूची.....	3
ARTICLE /अनुच्छेद 3.	Commercial Requirement for the NIT / निविदा की ब्यवसायिक आवश्यकता:.....	3
ARTICLE /अनुच्छेद 4.	SCOPE OF WORK.....	3
ARTICLE /अनुच्छेद 5.	JOB EXECUTION SCHEDULE कार्य निष्पादन सूची.....	3
ARTICLE /अनुच्छेद 6.	Inspection Authority: As per Clause – 5 of SOTR (Annexure-2).....	3
ARTICLE /अनुच्छेद 7.	JOB EXECUTION कार्य निष्पादन	3
ARTICLE /अनुच्छेद 8.	BOQ बी ओ क्यू.....	4
ARTICLE /अनुच्छेद 9.	PRICE मूल्य.....	4
ARTICLE /अनुच्छेद 10.	ESCALATION मूल्य वृद्धि.....	4
ARTICLE /अनुच्छेद 11.	OPENING OF BIDS निविदा खुलना.....	4
ARTICLE /अनुच्छेद 12.	DETERMINATION OF L1 एल-1 का चयन	4
ARTICLE /अनुच्छेद 13.	GUARANTEE & WARRANTY/DEFECT LIABILITY PERIOD (DLP) गारंटी एवं वारंटी.....	4
ARTICLE /अनुच्छेद 14.	FREAK LOW QUOTES अतर्कसंगत भाव	4
ARTICLE /अनुच्छेद 15.	OFFER VALIDITY प्रस्ताव की वैधता.....	5
ARTICLE /अनुच्छेद 16.	CONDITIONAL OFFER सशर्त प्रस्ताव	5
ARTICLE /अनुच्छेद 17.	MICRO & SMALL ENTERPRISES सूक्ष्म एवं छोटे उद्योग.....	5
ARTICLE /अनुच्छेद 18.	AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य.....	5
ARTICLE /अनुच्छेद 19.	ELIGIBILITY CRITERIA पात्रता के मापदंड.....	5
ARTICLE /अनुच्छेद 20.	INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश.....	6
ARTICLE /अनुच्छेद 21.	e-BID INSTRUCTION ई बिड के अनुदेश.....	7
ARTICLE /अनुच्छेद 22.	BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड.....	7
ARTICLE /अनुच्छेद 23.	POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा.....	8
ARTICLE /अनुच्छेद 24.	ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी.....	9
ARTICLE /अनुच्छेद 25.	ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र:.....	9
ARTICLE /अनुच्छेद 26.	DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज.....	10
ARTICLE /अनुच्छेद 27.	MANDATORY PHYSICAL SUBMISSION वास्तविक प्रपत्र जो जमा करने हैं:.....	11
ARTICLE /अनुच्छेद 28.	ARTICLE 25 अनुच्छेद 25: PRE-BID MEETING बोलीपूर्व बैठक	11
ANNEXURE - 1: STANDARD TERMS & CONDITIONS (STAC)		12
ANNEXURE – 2: STATEMENT OF TECHNICAL REQUIREMENT (SORT)		21
ANNEXURE – 3: DRAWING.....		27
ANNEXURE – 4: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY.....		28
ANNEXURE-6: FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY		29
ANNEXURE – 7: FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK		30
ANNEXURE –8: FORMAT FOR DEPLOYMENT PLAN FOR TENDERED JOB.....		31
ANNEXURE-9: NON – DISCLOSURE AGREEMENT		32
ANNEXURE-10: CHECK LIST FOR BILL SUBMISSION - for Service Contracts		35
ANNEXURE-11: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION		36
FORMAT OF BANK GUARNTEE TOWARDS EARNEST MONEY.....		37



ARTICLE /अनुच्छेद 1. 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 **"REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT."**

ARTICLE /अनुच्छेद 2. Schedule of Calendar Dates / समायावली की अनुसूची

Date of Prebid Query Submission	05-Mar-2023	12:00 noon
Date of Prebid Meeting / बोलीपूर्व बैठक	06-Apr-2023	10:00 hrs
Commencement of Bid Submission from	13-April-2023	12:00 am
Tender Due Date निविदा जमा की अंतिम तिथी	20-April-2023	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथी	20-April-2023	14:00 hrs

ARTICLE /अनुच्छेद 3. Commercial Requirement for the NIT / निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	INR 8,000/- (Indian Rupees Eight Thousand only)
Security Deposit (SD) प्रतिभूति	3% of Work Order Value (inclusive of GST) against 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 अवधी	Billing after completion of work
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis

ARTICLE /अनुच्छेद 4. SCOPE OF WORK

- 4.1. **REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT.**
- 4.2. Detailed scope of work attached as **Annexure-2** to this NIT

ARTICLE /अनुच्छेद 5. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- 5.1. **Job Starting Date** कार्य आरम्भ तिथी - Job is to be started within 07 Days on receipt of LOA/PO.
- 5.2. **Job Completion Schedule** कार्य समाप्ती तिथी
This work being urgent in nature is required to be completed on fast track. Completion period of the entire scope of work under this tender shall be total **45 (Forty-Five) Days from the date of issue of Letter of Award (LOA) / PO (whichever is earlier)**. Refer Clause 4 of SOTR (Annexure-2).

ARTICLE /अनुच्छेद 6. Inspection Authority: As per Clause – 5 of SOTR (Annexure-2)

ARTICLE /अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन

- 7.1. 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 PMT-P17A Dept. / their authorised representative is to be followed.



ARTICLE /अनुच्छेद 8. BOQ बी ओ क्यू

8.1. The detailed BOQ is given below:

Sl. No.	Description	Quantity	UOM
01	REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	1	LS

NB: i) UOM = Unit of Measurement, ii) LS= Lump Sum

ARTICLE /अनुच्छेद 9. PRICE मूल्य

- 9.1. Price quoted will be firm and fixed (excluding GST) for the entire contract period till completion of work.
9.2. GST is to be indicated separately in the Price bid and will be paid extra.

ARTICLE /अनुच्छेद 10. ESCALATION मूल्य वृद्धि

10.1. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

ARTICLE /अनुच्छेद 11. OPENING OF BIDS निविदा खुलना

11.1. 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 12. DETERMINATION OF L1 एल-1 का चयन

- 12.1. **L1 bidder will be decided on lowest quoted price in totality.**
12.2. 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 16.

ARTICLE /अनुच्छेद 13. GUARANTEE & WARRANTY/DEFECT LIABILITY PERIOD (DLP) गारंटी एवं वारंटी

13.1. The work executed including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) Calendar months from the date mentioned in the Completion Certificate, unless otherwise agreed in writing by the Engineer; this will be deemed as the 'Guarantee Period'/' Defect Liability Period'.

ARTICLE /अनुच्छेद 14. FREAK LOW QUOTES अतर्कसंगत भाव

- 14.1. In case the price of L1 bidder is found to be unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and bidder may be evaluated for tender holiday by the Company.
14.2. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote may be rejected.
14.3. 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. OFFER VALIDITY प्रस्ताव की वैधता

- 15.1. 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 120 days against valid reason.

ARTICLE /अनुच्छेद 16. CONDITIONAL OFFER सशर्त प्रस्ताव

- 16.1. Conditional offers w.r.t. SoTR (Annexure 2) 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.**
- 16.2. 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 17. MICRO & SMALL ENTERPRISES सूछ्म एवं छोटे उद्योग

- 17.1. Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the job is listed in their MSE document. (Detail at Clause 2 of STAC).
- 17.2. All Micro & small enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

ARTICLE /अनुच्छेद 18. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य

- 18.1. Not Applicable.

ARTICLE /अनुच्छेद 19. ELIGIBILITY CRITERIA पात्रता के मापदंड

- 19.1. Technical Eligibility Criteria:** As per **Clause 8 of SOTR** (Annexure-2).
- 19.2. Financial Eligibility Criteria: Not Applicable.**
- 19.3. Vendors on Tender Holiday / Blacklisted vendors**
- 19.3.1. The bidder should give self-certification (**as per Annexure-6**) 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.
- 19.3.2. 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.
- 19.3.3. 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.
- 19.3.4. In case of non-submission of the self-certification document as per relevant format referred at Sl – (i) above, the bidder will be treated as non-responsive, and their offer will be rejected.



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

- 20.1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully. If they desire, **may visit the work front**, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding 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.
- 20.2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- 20.3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
- 20.4. 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.
- 20.5. 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.
- 20.6. 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.
- 20.7. Job is to be carried out as per SoTR and instruction of the Engineer in-charge.
- 20.8. 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.
- 20.9. 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.
- 20.10. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
- 20.11. 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, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
- 20.12. A Bidder is allowed to submit only one Bid under any capacity / status.
- 20.13. Difficulty in submitting the bid:
 - 20.13.1. In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from Mr. Adrish Mukherjee, SM (P17A-PMT), E-mail: Mukherjee.Adrish@grse.co.in, Mobile no.: + 91-9163331707 / 9836261115 prior to submission of offer.
 - 20.13.2. In case of any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswat Palit, SR. MGR (GRSE E-PROCUREMENT), e-mail:** Palit.Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902].
- 20.14. **E-mail Address for communication** संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.



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

- 21.1. 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.
- 21.2. 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.
- 21.3. If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**
- 21.4. 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.
- 21.5. The amendments / clarifications to the bid document, if any, will be posted on portal only.
- 21.6. 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.
- 21.7.
- 21.8. To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://eprocuregrse.co.in>
- 21.9. It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.

21.10. AMENDMENT OF TENDER DOCUMENT

- 21.11. 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.
- 21.12. 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.
- 21.13. 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.

21.14. PREVALANCE OF VERSION / संस्करण की व्यापकता:

- 21.15. 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

- 22.1. Following bid rejection criteria may render the bids liable for rejection:
- 22.1.1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- 22.1.2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- 22.1.3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- 22.1.4. Bid received without qualification documents, where required as per the tender.
- 22.1.5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- 22.1.6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- 22.1.7. EMD validity period is shorter than specified in the tender enquiry.



- 22.1.8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- 22.1.9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- 22.1.10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.

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

23.1. Security Deposit प्रतिभूति जमा

- 23.1.1. 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 1).
- 23.1.2. Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).
- 23.1.3. In case of non-submission of SD as per schedule, penal interest will be changed 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.
- 23.1.4. The Security Deposit shall be released on completion of the work and on receipt of written application enclosing Completion Certificate duly certified by Bill Certifying Authority

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

- 23.2.1. Work done certificate will be issued by PS P17A. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

23.3. Bill Certifying Authority बिल प्रमाणन प्राधीकर:

- 23.3.1. Bill to be certified by AGM I/C PS P17A / his Nominated officer.

23.4. Bill Submission बिल प्रस्तुति:

- 23.4.1. On obtaining WDC, bills are to be raised (considering the checklist for Bill Submission **(as per attached format at Annexure-10)** in item-wise progressive basis for the respective shipsets. Bills are to be submitted along with supporting documents (Work Done Certificate copy) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 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, AGM I/C PS P17A / his Nominated officers.

23.5. Payment Terms भुगतान की शर्तें:

- 23.5.1. The contractor shall submit bill in triplicate along with all necessary / required supporting documents, measurement sheet etc.
- 23.5.2. 97%(Ninety Seven percent) of the bill value shall be release after completion of the work and on submission of invoice supported with documents including work done / job completion certificate.
- 23.5.3. 3% of the certified value of work shall be released on: -

Completion of the Guarantee period / defect liability period subject to satisfactory liquidation of defects 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.

23.6. Liquidated Damages निर्णीत हर्जाना

- 23.6.1. 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.



23.7. Risk Purchase जोखिम खरीद

- 23.7.1. 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.
- 23.7.2. 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.

23.8. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी):

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

- 24.1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 03 days from opening of Part I bid.
- 24.2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- 24.3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- 24.4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE /अनुच्छेद 25. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र:

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

Annexure / संलग्नक	Description
1.	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
2.	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
3.	Drawing
4.	Format for Technical Eligibility Criteria
5.	Format for Financial Eligibility Criteria
6.	Self-Certification for Blacklisting / Tender Holiday
7.	Format for Disclosure by Contractor of existing work load
8.	Format for Deployment Plan for Tendered Job
9.	Format for – Non-Disclosure Agreement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
10.	Check List for Bill Submission – For Service Contracts
11.	Confirmation by Bidder & Checklist for Bid Submission



Annexure / संलग्नक	Description
12.	Format for – Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
19.	Format for Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
20.	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE /अनुच्छेद 26. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

26.1. 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

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

Sl. No.	Description
1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2.	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3.	Technical Acceptance format as available with NIT after being downloaded and filled up
4.	Commercial Acceptance Format (ALL TABS OF EXCEL SHEET) as available with NIT after being downloaded and filled up
5.	Documents meeting the Technical Eligibility Criteria as per format at Annexure 4
6.	Documents meeting the Financial Eligibility Criteria as per format at Annexure-5
7.	Self-Certification for not having blacklisted as per format at Annexure 6
8.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31 st Mar'21 in support of Financial Eligibility.
9.	Registration Certificate of the Company with ROC / Trade Licence
10.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
11.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
12.	PAN, TAN, GST
13.	Copies of registration with PF, ESI authorities.
14.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
15.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
16.	Disclosure by Contractor of existing work load Annexure 7
17.	Deployment Plan for Tendered Job Annexure 8
18.	Confirmation by Bidder & Checklist for Bid Submission Annexure 11
NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID	



- 26.3. The Bidders should mention the following in the Commercial Matrix of NIT:
- 26.3.1. Unique **Seller ID** allotted by **GeM** (Government e-Market Place)
- 26.3.2. The Registration Number allotted by Trades Receivable e-Discounting System (TReDS). The TReDS Registration Number is only applicable for MSME firms.
- 26.3.3. The Bidders not registered for Sl. No. 14 & 15 above should apply for registration of the following facilities in portals as per directives of the Government of India.
- 26.3.3.1. GeM (Government e-Market Place) → website: <https://gem.gov.in>
- 26.3.3.2. TReDS (Trades Receivable e-Discounting System) → website: www.invoicemart.com

ARTICLE /अनुच्छेद 27. MANDATORY PHYSICAL SUBMISSION वास्तविक प्रपत्र जो जमा करने हैं:

PHYSICAL SUBMISSION		
1.	Tender Fee instrument	Within 05 working days from opening of Part I bid
2.	EMD Instrument	
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	KOLKATA
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of General Manager (CC&VD), Commercial Department, New Building Complex, 1st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).	

ARTICLE /अनुच्छेद 28. ARTICLE 25 अनुच्छेद 25: PRE-BID MEETING बोलीपूर्व बैठक

- 28.1. Prebid Meeting shall be held on **06-Apr-2023** at 10:00 Hrs at office of PMT-P17A, GRSE Main Unit located at 43/46, G. R. Road, Kolkata – 700024.
- 28.2. Bidders are requested to forward their queries over email to the e-mail address: **Mukherjee.Adrish@grse.co.in**.

Nilanjan Kar
Sr. Manager (Contract) / वरिष्ठ प्रबन्धक (संबिदा)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700063.



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 जब्ती)

EMD may be forfeited under the following circumstances:

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

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

(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

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

(16) INSURANCE(बीमा)

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

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

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

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

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
- c) Details of technical personnel deployed for the job.
- d) Monthly progress report.
- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.



g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

(18) WORKING HOURS (कार्य करने की 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 (ठेका 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 any body to GRSE in this respect.

(21) REGISTRATION OF APPROVED VENDOR (स्वीकृत विक्रेता 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.



ANNEXURE – 2: STATEMENT OF TECHNICAL REQUIREMENT (SORT)

GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
YARD: P17A YARDS 3022, 3023 & 3024		REF NO: PS/23/C/50/10/22
PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

1. Intent

GRSE intends to refurbish and overall conditioning of porta cabin for using as Site Office of P17A overall for all yards in FOJ Unit and the scope broadly includes outside rust-free painting, walls insulation, walls covering for interior look, flooring, water proof ceiling, furniture (Centre table, chairs, bench etc.), pantry do up, chamber of HoD and Project Leader do up.

2. Scope of Work for Porta Cabin Refurbishment

- A. Container Outside Rust Clearance and use of hi-gloss ISI Certified enamel.
- B. Inside Panel boards to be removed and fixing of MDF board is to be done.
- C. Floor damages removing and rectifying and new ply re-fixing and PVC Vinyl Flooring.
- D. Insulation with Glass wool.
- E. Concealed wiring with ISI Certified products.
- F. Pantry portion shelf and storage space is to be fixed with sink and one inlet faucet/water tap.
- G. Ceiling repairing needs to be done and rectification is done in the place damaged by termites. Waterproofing required for entire Porta Cabin.
- H. In the 2nd/middle partition office set up needs to be done for hall meeting room , with Two persons sitting at corner tables at the longitudinal side as shown in representational diagram.
- I. In the hall, oval shaped centre table with long legged chairs in one side and bench on the other side. Two persons will constantly sit on Two corners of the longitudinal side. Diagram shown for representational purpose only.
- J. SS Sink set and with table, Water Inlet and Wastage Outlet (only provision provided).
- K. External Shade as rain guard required at the entrance and window counter using 3'x 3' and 1.2 mm CRC Sheet
- L. Water-proofing of the entire porta cabin to be done from ceiling, walls and floors as necessary.

The Job is Divided into the below mentioned Categories :

- 1. Insulation and Interior Cladding



GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
YARD: P17A YARDS 3022, 3023 & 3024		REF NO: PS/23/C/50/10/22
PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

Interior rusted surface will be cleaned as per as practical, and spray painted with red Oxide Primer. Pin hole and another rusted surface will be repaired with Polyester putty. Insulation with 50mm Polystyrene & cladding with 4mm Color coated ACP/FCB board fixing with suitable fixtures.

2. Floor :

The existing Floor will be removed and 18 mm FCB will be fixed on existing structure and 1.3 mm vinyl sheet will be fixed on it.

3. Electrical Wiring, AC , Fan & LED Lights, And Computer Network Wiring :
Electric wiring will be done with PVC casing requisite MCB, led tube light and bulkhead over outside door, electrical socket and switch, ac plug points, and other necessary equipment. (Switch and socket will not be concealed inside the wall).

Ceiling fitted LED Lights , square shaped – 5 Nos.

One ceiling Fan (small and grid protected) in hall , and Similar One Ceiling fan in Chamber.

AC- 2 Nos , 1 Ton Each, 3 star rating or above. One in hall and another in Chamber , with necessary electrical cabling and water outlet facility.

Computer Network cabling for Six locations - Two inside chamber, and Four in hall for computers as shown in schematic diagram.

4. Exterior Colour

Exterior wall colour with 1 coat red oxide primer and 2 coats of anti-rust plastics paints (French blue-Berger/ICI)

5. Door and Windows

3 Nos. doors will be repaired with locking bolts and door closer , existing aluminium sliding windows will be fixed on the existing structure.

6. Roof

Tank Mastic coating on the existing roof with complete waterproof protection.

7. Furniture

Oval Centre Table (Approx 3 Ft from ground) with long legged chairs on one side and long bench on the other side.



GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
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PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

On the hall at the two corners of the longitudinal side, on the opposite side to the entrance, there will be two corner tables and chair.

Inside the chamber there will facility of L-Shaped Table and chairs for two persons sitting of executive level.

Chairs without arm-rest-14 Nos. Executive chairs – 2 Nos.

Top wooden cabinet all along ceiling 1.5 feet width, similar ceiling wooden cabinet inside chamber for two executives.

8. Pantry: Have to made suitable usage. Table, sink and water supply tap to be made. Ceiling wooden cabinet, Ceiling LED light, Sink, Water and supply tap, and proper water outlet facility bench for sitting.

Note : The Diagrammatic Schema is for representational purposes only, The actual detailed requirement will be elucidated at the location during site inspection visit by the vendor.

Note: Vendor is to include sketches, indicate make/type in BOM in their technical proposal during bid.

Note : It is being emphatically mentioned that visit to porta cabin site in its present position, condition and location in FOJ Unit and physical inspection of requirements is an absolute must , without which the bidder will be disqualified.

The purpose of the visit is to understand, plan and envisage the scope of work and propose a plausible and tenable quotation for doing up the porta cabin. It is strictly a qualifying criterion that only those bidders/vendors who undertake a physical onsite inspection of the porta cabin will be qualified to bid for the same.

Note: Considering reuse of the existing Porta Cabin (35ft x 10ft x 8.5ft ht.) structure. Modification & dismantling the interior cladding and reinstalling along with the insulation, cladding, electrical wiring, and exterior colour will provide to maintain the aesthetics as required. Any structural modification is not included in the scope. Provision for free electricity and water supply will be available for working.

Note: The Entire Scope of work will have Warranty Period of One Year Including all aspects of porta cabin under the scope of work , such as entire furniture, Wall cladding & insulation, Flooring , Water Proofing, Electrical fittings , Door Fittings, etc.



GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
YARD: P17A YARDS 3022, 3023 & 3024		REF NO: PS/23/C/50/10/22
PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

3. Job Details

Sr No.	Job details
1	Insulation and Interior Cladding Interior rusted surface will be cleaned as per as practical, and spray painted with red Oxide Primer. Pin hole and another rusted surface will be repaired with Polyester putty. Insulation with 50mm Polystyrene & cladding with 4mm Colour coated ACP/FCB board fixing with suitable fixtures.
2	Floor : Complete Overhauling of floor. The existing Floor will be removed and 18 mm FCB will be fixed on existing structure and 1.3 mm vinyl sheet will be fixed on it.
3	Electrical Network Cabling : Electric wiring will be done with PVC casing requisite MCB, led tube light and bulkhead over outside door, electrical socket and switch, ac plug points, and other necessary equipment. (Switch and socket will not be concealed inside the wall). Recovered electrical items will be reused. Ceiling fitted LED Lights , square shaped – 5 Nos. One ceiling Fan (small and grid protected) in hall , and Similar One Ceiling fan in Chamber. AC- 2 Nos 1 Ton Each 3 star or above. One in hall and another in Chamber , with necessary electrical cabling and water outlet facility. Computer Network cabling for Six locations - Two inside chamber, and Four in hall for computers as shown in schematic diagram.
4	Exterior Colour Exterior wall colour with 1 coat red oxide primer and 2 coats of anti-rust plastics paints (French blue-Berger/ICI)
5	Door and Windows 3 Nos. doors will be repaired with locking bolts and door closer, existing aluminium sliding windows will be fixed on the existing structure.
6	Roof Tank Mastic coating on the existing roof with complete waterproof protection.
7	Furniture Oval Centre Table (Approx 3 Ft from ground) with long legged chairs on one side and long bench on the other side. On the hall at the two corners of the longitudinal side, on the opposite side to the entrance, there will be two corner tables and chair. Inside the chamber there will facility of L-Shaped Table and chairs for two persons sitting of executive level.
8	Pantry Have to made suitable usage. Table , sink and water supply btap to be made. Ceiling wooden cabinet , Ceiling LED light , Sink, Water and supply tap, and proper water outlet facility bench for sitting.

a. The Bid amount is a Lump Sum bid amount with all inclusive as mentioned in SOTR, for the overall job of Porta Cabin refurbishment, electrical work, and furniture/carpentry work. Individual line items are provided in SOTR for job description, which may not be used for financial, breakup.

b. L1 will be decided in overall lumpsum price exclusive of taxes, for the entire job by a single party (no further sub-contracting or sub hiring is admissible)

4. Completion Schedule:



GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
YARD: P17A YARDS 3022, 3023 & 3024		REF NO: PS/23/C/50/10/22
PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

The Entire Job as per Scope will have to be completed within 45 days from placement of order to the vendor. Falling to complete within 45 days will attract LD amount deduction from payment as per PO terms

5. Inspection

Final and Concluding Inspection And Job Completion with Work Done Certificate will be given by AGM I/C PS P17A. For day-to-day inspection of work progress, SM(P17A) would be coordinating and providing logistics support as necessary.

6. Work Done Certificate

- a. Job completion against gate in stamped raw material and work execution on site by PMT board of two officers
- b. Work Done Certificate will be issued by AGM PS P17A, for release of payment.

7. Bill Certifying Authority

The bill certifying authority shall be AGM I/C PS P17A

8. Technical Qualification Criteria

Vendor should have undertaken similar Civil construction of Porta cabin construction/refurbishment jobs at onsite or onboard for such locations as Goliath Crane maintenance, Civil construction site, etc. Vendor Should provide documentary evidence to justify the same, such as relevant PO for organization and location of such civil construction areas having porta cabins.

Vendor should have Electrical License / certification from Government bodies either state level or central level. Also, the workmen involved in electrical work should have electrical work certification from Government bodies of state level or central level.

The Vendor should be a registered vendor of a central Govt organization/PSU, for Civil/Electrical works and contracts

Mandatory Site Visit of Vendor/Bidder : The bidder is required to carry out detailed assessment of the job including collection of measurements



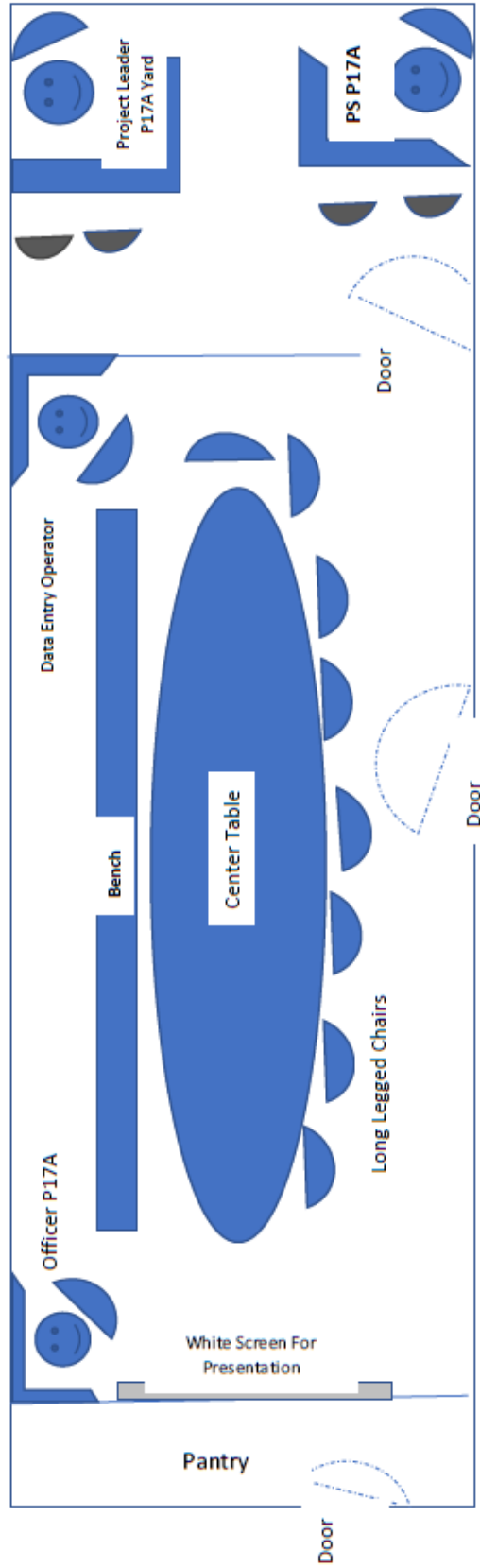
GRSE LTD.	SOTR FOR REFURBISHING PORTA CABIN P17A PMT SITE OFFICE IN FOJ UNIT	DATE: 09.11.2022
YARD: P17A YARDS 3022, 3023 & 3024		REF NO: PS/23/C/50/10/22
PREPARED BY: PMT P17A		VETTED BY: AGM PS P17A

(as required). In view of above, prospective bidders are mandatorily required to visit site before submitting offer. Offers submitted by bidders without carrying out detailed assessment at site shall be summarily rejected.



ANNEXURE – 3: DRAWING

**Layout of Porta Cabin
For Representation Purposes Only
Further details to be discussed during Porta Cabin Site Visit at FOJ Unit**





**ANNEXURE – 4: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY
DURING LAST 05 YEARS ENDING ON 31-Mar-2023 TO JUSTIFY**

Name of the Bidder:

Job Description:

Tender Reference:

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	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>
1								

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:



ANNEXURE-6: 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:**
- 2. **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 – 7: FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

Details of Existing relevant jobs:

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



**ANNEXURE –8: FORMAT FOR DEPLOYMENT PLAN FOR TENDERED JOB
(To be submitted in Company's Letterhead)**

Name of the Bidder:

Job Description:

Tender Reference:

Deployment plan for tendered job:

Sl. No.	Item Description	Proposed Type of Equipment & Machinery, etc.	Proposed no of Skilled Workforce to be deployed (category wise)				Proposed completion schedule	Plan of action for resource mobilization
			Name of Site In-charge & Supervisor	USK	SSK	SK		
1.								
2.								
3.								
4.								
5.								

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-9: NON – DISCLOSURE AGREEMENT

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

This Non-Disclosure Agreement executed thisDay of2021.

Between

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

AND

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

WHEREAS

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

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

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

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

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

- (a) “Confidential Information” means and includes any and all facts, knowledge, information, data and drawings and documents of any nature whatsoever, whether written or electronic mode owned and/or possessed by GRSE notwithstanding it belongs to any person, government or otherwise not limited to ideas, designs, data, source code, processes, computer programming, flow diagrams, know how, computer programming and other software and software techniques and such other notes, interpretation, derivative or analysis of data that has been or may hereafter be provided or shown to the Recipient or is gathered, received or obtained directly or is otherwise obtained from the review of GRSE’s documents. It is agreed that any and all reports, notes, minutes, summaries, flow charts, diagrams and any other information that is prepared based on the discussions and interaction with GRSE pursuant to this Agreement shall be deemed to be Confidential Information under this Agreement.
- (b) During the pre-bid discussion and subsequent agreement between the parties herein, if any, for execution of the job and also for a period of 10 years from the date of Expiry and/or foreclosure and/or termination of the said NIT/PO, M/s _____, the Recipient, undertakes that the Confidential Information so received in any form whatsoever shall be:
 - i) Protected and kept as strictly confidential by them.
 - ii) Disclose to and used only by the persons within the organization of M/s _____, who have a need to know solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently subject to their taking due care and protection of the system and data.
 - iii) Used in whole or in part solely for the purpose of pre-bid meeting and for execution of the work if awarded by GRSE subsequently in the manner as ordered by GRSE or to be ordered from time to time exclusively and shall not be exploited for any other purpose or customers.
 - iv) Neither be disclosed nor cause to be disclosed directly or indirectly to any third party.
 - v) Neither be copied nor otherwise be reproduced, in whole or in part without prior express consent from GRSE.



- vi) Returned to GRSE forthwith on demand at any point of time and upon immediate foreclosure /expiry of the contract if subsequently entered.
2. Nothing in this agreement or the disclosure of the Confidential Information or data or systems, to be intended to be granted or shall be construed as granting to the Recipient., any rights, title, interest or license other than the right to use such Confidential Information for the purpose of pre-bid meeting and for the execution of the contract/job if subsequently awarded by GRSE and shall not be exploited for any other purpose or customers of the Recipient. In this regard for the purpose of pre-bid meeting or for execution of job if any, to be subsequently awarded by GRSE to the Recipient shall at all times remain the exclusive property of GRSE and rest with GRSE.
 3. The Recipient shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof and the subject matter of PO and/ or any Agreement, if any, to be entered into subsequently.
 4. The Recipient shall not make any copies or duplicate or reduce in writing the Confidential Information or part thereof in anyway in whole or part any information without the prior written consent of GRSE and where such copies or reproductions are permitted in accordance with this clause, the Recipient shall treat them strictly confidential in accordance with the provisions of this agreement and comply with the instructions of GRSE with regard to the protection and disposal of them.
 5. If the Recipient is compelled under any law to disclose (whether by way of announce or otherwise) any Confidential Information, it shall give prompt notice in writing of such fact to GRSE and shall provide all cooperation and assistance as may be requested by GRSE in order to seek an appropriate remedy to prevent or restrict such disclosure.
 6. It is agreed by the Recipient that the Recipient shall take full responsibility while handling the Confidential Information provided by GRSE, which means that the Recipient shall be fully responsible of the acts of its employees/subcontractors/officers/associates who are required to handle the Confidential Information provided by GRSE.
 7. **Indemnity:** Recipient shall indemnify GRSE and hold harmless from and against all actions, proceedings, claims, demands, losses, damages, costs (including between attorney and clients) charges, expenses and consequences whatsoever that may be brought or made against or sustained or incurred by GRSE in consequences resulting from any act or omission on the part of Recipient including its employees/subcontractors/officers/associates.
 8. The Recipient agrees and undertakes GRSE that the Recipient shall obtain appropriate indemnity from its sub-contractors and outside personnel/workers to the effect that they will use Confidential Information for construction of the ships only and for no other purpose and also they would not divulge or pass on any Confidential Information to any third party for any reason whatsoever.
 9. The Recipient acknowledges the competitive value and confidential nature of the Confidential Information and the resultant damage to GRSE if the Confidential Information is disclosed or allowed to be disclosed to any unauthorized persons or used for the purpose of violation of this Agreement. The Recipient confirms that it is imperative that all Confidential Information remains confidential. The Recipient acknowledges that GRSE possesses Intellectual Property Rights in the Confidential Information.
 10. The expiry, foreclosure or termination of the PO or any or all of the subsequent agreements entered into by GRSE and the Recipient, if any, in pursuance of the pre-bid discussion, shall not relieve the Recipient of their/its obligations under these presents which shall be effective and remain effective and in full force, for a period of 10 years from the date of such expiry/foreclosure/termination of the PO.
 11. In the event of expiry, foreclosure or termination, the Recipient shall forthwith return to GRSE, the Confidential Information as received by them/it during tenure of the PO and/or subsequent agreements.
 12. Neither party shall assign any PO and / or any Agreement, if any, to be subsequently entered into, without the written consent of the other and should there be any re-organization, merger, take over or the like, its successor-in-interest shall be bound by the conditions of this Agreement.
 13. Failure to enforce any provision of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of this agreement at any appropriate time thereafter.
 14. In the event any provision of this Agreement shall be held invalid or unenforceable for any reason, that provision shall not affect any other provision of this Agreement.
 15. The Recipient acknowledges that Confidential Information belonging to GRSE is a valuable asset. Disclosure in breach of this Agreement will result in irreparable injury to GRSE for which monetary damage alone will not be an adequate remedy. Therefore, the parties agree that in the event of a breach or threatened breach of the terms of this Agreement, GRSE will be entitled to specific performance, injunctive relief or other equitable relief prohibiting any breach of this Agreement. Any such equitable remedy shall be in addition to and not in lieu of, other appropriate relief at law which GRSE may be entitled.
 16. This agreement shall be governed under the Indian Laws and the Courts in Kolkata shall have exclusive jurisdiction to try determine and adjudicate any disputes arising between the parties in relation to this agreement.
 17. GRSE' standard arbitration clause as contained in NIT shall apply to this agreement for resolution of disputes between the parties.



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

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	FOR M/s _____,
Signature :	Signature :
Name :	Name :
Address :	Address :

WITNESS 1	WITNESS 2
Signature :	Signature :
Name :	Name :
Address :	Address :



ANNEXURE-10: CHECK LIST FOR BILL SUBMISSION - for Service Contracts

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

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

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

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

Signature of Vendor's representative
with Seal/Stamp



ANNEXURE-11: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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 Earnest Money 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 of 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



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

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



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



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

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



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