



# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

## गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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CIN / सी आई एन: L35111WB1934GOI007891

### NOTICE INVITING TENDER (NIT)

#### निविदा आमंत्रण सूचना

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

NIT SLA No / निविदा संख्या:	<b>SCC/NK/NIC/OT/WEIBRIDGE/DEP/018/ET-1987</b> DTD: 28-June-2023	
Job Title / कार्य का नाम	<b>SHIFTING OF WEIGH BRIDGE FROM GRSE NSSY-KOLKATA TO GRSE DEP-RANCHI</b>	
SOR No:	<b>Annexure-1A</b>	
Tender issuing Dept. / बिभाग द्वारा जारी	<b>Contract Cell (संविदा बिभाग)</b>	
<b>Cardinal Dates</b>		
Date of Prebid Query Submission	<b>06-July-2023</b>	<b>12:00 noon</b>
Date of Prebid Meeting / बोलीपूर्व बैठक	<b>07 July 2023</b>	<b>09:30 hrs.</b>
Commencement of Bid Submission	<b>11-July-2023</b>	<b>15:00 hrs.</b>
Tender Submission Due Date निविदा जमा की अंतिम तिथी	<b>14-July-2023</b>	<b>12:00 noon</b>
Tender Opening Date (Part I) निविदा खुलने की तिथी	<b>17-July-2023</b>	<b>14:00 hrs.</b>
<b>Contact Persons:</b>		
Query regarding SOTR / Drawing or other technical Terms	<b>Mr. Nikhil Ranjan, Manager</b> E-mail: <a href="mailto:Ranjan.Nikhil@grse.co.in">Ranjan.Nikhil@grse.co.in</a> Mobile no.: + 91-9693981582	

### NIT TERMS & REQUIREMENTS

Sl. No.	Description	Reference	Requirement of NIT
1.	TENDER FEE	STAC	<b>INR 500/- (Rupees Five hundred only)</b>
2.	EARNEST MONEY DEPOSIT (EMD)	STAC	<b>INR 52,000/- (Rupees Fifty-two Thousand only)</b>
3.	DETERMINATION OF L1	Article – 15	L1 bidder will be decided <b>on TOTALITY BASIS excluding GST</b>
4.	SECURITY DEPOSIT	Article – 22 (1)	<b>5%</b> of total order value (inclusive of taxes)
5.	PERFORMANCE GUARANTEE	Article – 22 (2)	<b>10%</b> of total executed order value (inclusive of taxes)
6.	LIQUIDATED DAMAGES	Article – 22 (8)	<b>0.5%</b> per week, Max. <b>5%</b> of unexecuted job
7.	TECHNICAL ELIGIBILITY CRITERIA	Article -1 & Annexure-1A	As per Clause-S 7.1 of SOTR <b>(Annexure-1A)</b>



Sl. No.	Description	Reference	Requirement of NIT
8.	FINANCIAL ELIGIBILITY CRITERIA	Article -1	Average Annual financial turnover should be at least <b>Rs. 8 Lakh</b> during last 03 financial years ending on 31 <sup>st</sup> March 2022.
9.	VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS	Article – 3	Submission of the self-certification document as per relevant format is mandatory. On non-submission of the declaration the bidder may be treated as non-responsive and their offer may be rejected.
10.	OFFER VALIDITY	Article – 4	<b>180 days</b>
11.	BOQ	Article-6	As detailed at Article-6
12.	TENURE OF CONTRACT / COMPLETION PERIOD	Article – 8	<b>3 (Three) months</b> from date of PO / LOA
13.	MOBILIZATION PERIOD	Article – 9(a)	<b>7 days</b> from date of PO / LOA
14.	JOB COMPLETION SCHEDULE	Article – 9(c)	<b>3 (Three) months</b> from date of PO / LOA Programme Schedule is detailed at <b>Clause – S 7.3</b> od SOTR ( <b>Annexure-1A</b> )
15.	GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD	Article – 10	<b>12 (Twelve)</b> months after satisfactory acceptance of weighbridge. Ref <b>Clause – S 4</b> of SOTR ( <b>Annexure-1A</b> )
16.	ESCALATION	Article – 12	Not Applicable
17.	AWARDING JOBS TO MULTIPLE BIDDERS	Article – 16	Not Applicable
18.	INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORS (IEM)	Article – 18	Not Applicable
19.	PAYMENT TERMS	Article – 22 (3)	Terms mentioned at Article-22(3) shall prevail over SOTR. 1. <b>90%</b> (Ninety percent) of the value of work done will be paid progressively against R/A bill subject to completion of work for each line item. 2. <b>10%</b> (Ten percent) of the value of work done shall be held as Performance Guarantee. Release shall be as per Article – 22(3.3).
20.	QUALITY ASSURANCE AUTHORITY / INSPECTION AUTHORITY	Article – 22	Inspection shall be done jointly by authorised representatives of DEP (Ranchi) & YM Dept.
21.	WORK DONE CERTIFICATE AUTHORITY	Article – 22	Jointly by authorised representatives of DEP (Ranchi) & YM Dept.
22.	BILL CERTIFYING AUTHORITY	Article – 22	AGM (DEP-Ranchi) / his authorised representatives
23.	NON-DISCLOSURE AGREEMENT	Annexure-11	Not applicable
24.	<b>SPECIAL REQUIREMENT FOR THIS TENDER</b>		a) Successful Bidder is required to take <b>All Risk Insurance Policy for Dismantling, Shifting &amp; Transportation, Storage, Re-Assembly, Erection, Testing &amp; Commissioning of 60 Ton Weighbridge with GRSE as the beneficiary.</b> b) Insurance is to be obtained from IRDA registered GIC and the certificate is to be submitted to GRSE within 7 days of issuance of LOA / PO.



Sl. No.	Description	Reference	Requirement of NIT
			c) Commencement of Dismantling Work shall be allowed only after submission of the requisite insurance certificates.



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## **INTRODUCTION**

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I: Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of **"SHIFTING OF WEIGH BRIDGE FROM GRSE NSSY-KOLKATA TO GRSE DEP-RANCHI"**. Detailed Scope of work is mentioned in SOTR (Annexure-1A).

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

- i. Bidder should comply to Eligibility Criteria mentioned in SOTRs. **(Annexure-1A)**.
- ii. Format for Technical Eligibility Criteria in this regard has been attached to this document as **Annexure - 3**. The format must be filled up and to be uploaded with the Techno-commercial Bid.

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

- i. Bidder's Average Audited Annual financial turnover during last 03 financial years should be at least the amount as specified at NIT Terms & Requirements.
- ii. Requisite formats attached with NIT as **Annexure 4** to be filled up in support of above financial eligibility criteria.

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

- i. The bidder should give self-certification (as per **Annexure - 5**) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on the date of submission of the Tended by the bidder. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.
- ii. 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.
- iii. 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.
- iv. In case of non-submission of the self-certification document as per relevant format referred at SI- (i) above, the bidder will be treated as non-responsive and their offer will be rejected.

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

- i. Offer should be valid for period as stipulated in NIT Terms & Requirements 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 the stipulated period against valid reason.

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

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

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

### **ARTICLE/अनुच्छेद 6. BOQ बी ओ क्यू**

- (a) BOQ for the work is detailed below and each activity listed shall be treated as SET / Lumpsum.
- (b) Incomplete work against any of the Line item shall not be considered for issue of Work Done Certificate (WDC) against that line item.
- (c) Any of the Line item may be deleted as per actual requirement of GRSE. Necessary amendment of the Purchase Orders will be issued accordingly (if required).



(d) Detailed price breakup as per BoQ detailed at **Annexure-1B** is to be uploaded in Portal along with price offer (Part II).

**BOQ is as follows:**

Sl. No	Description	UOM	Qty.
1	DIS-ASSEMBLY / DISMANTLING & SHIFTING OF WEIGHBRIDGE	SET	1.00
2	CIVIL WORK AT DEP RANCHI UNIT AS PER WEIGH BRIDGE DESIGN	SET	1.00
3	RE-ASSEMBLY, PAINTING & OVERHAULING OF ALL EQUIPMENTS	SET	1.00
4	ERECTION, TESTING & COMMISSIONING OF WEIGH BRIDGE AT DEP RANCHI INCLUDING ITS CERTIFICATION	SET	1.00

Note: Payment against each line item shall be considered after full completion of work of the line item.

**Unpriced copy of the Price breakup indicating the GST SAC/HSN Code & GST percentage is to be uploaded alongwith the Techno-commercial offer (Part-I). The bid shall not be considered if Price is indicated in any part of Techno-commercial offer (Part-I).**

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

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

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

The tenure of the contract shall be as specified in the NIT Terms & Requirements.

**ARTICLE/अनुच्छेद 9. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची**

- Mobilization Period / लामबंदी अवधी** shall be equal to number of days (as specified in the NIT Terms & Requirements) from date of LOA/PO.
- Job Starting Date / कार्य आरम्भ तिथी** Job is to be started immediately after mobilization as per direction of WDC Authority / Bill Certifying Authority / their authorized representatives.
- Job Completion Schedule / कार्य समाप्ती तिथी:** -The job is required to be completed within time limit as specified at NIT Terms & Requirements.

**ARTICLE/अनुच्छेद 10. GUARANTEE & WARRANTY गारंटी एवं वारंटी**

Duration of Guarantee Period / Defect Liability Period shall be as per requirement mentioned at NIT Terms & Requirements and shall commence from the date mentioned in the Completion Certificate.

Guarantee Period / Defect Liability Period shall be deemed to be over on completion of the specified duration subject to successful and satisfactory liquidation of defects notified within the pendency of the Guarantee Period / Defect Liability Period.

In case of pending unresolved defects, the Guarantee Period / Defect Liability Period shall stand automatically extended till satisfactory liquidation of defects.

**ARTICLE/अनुच्छेद 11. PRICE मूल**

- The rates QUOTED/ACCEPTED by the bidder, shall be final and will remain **firm and fixed for the entire contractual period or till completion of ordered work.**
- The quoted price should also include all statutory cost as mentioned/ indicated in SOTR.
- GST is to be indicated separately in the Price Breakup.

**ARTICLE/अनुच्छेद 12. ESCALATION मूल्य वृद्धि**

**NO ESCALATION** of price during the contractual period and/or till completion of complete work (except change in GST Rate, if notified by Competent Authority) shall be applicable.



**ARTICLE/अनुच्छेद 13. UNREASONABLE QUOTES अतर्कसंगत भाव**

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

**ARTICLE/अनुच्छेद 14. CONDITIONAL OFFER सशर्त प्रस्ताव**

Conditional offers w.r.t. SOTR (Annexure 1) will not be accepted. However, in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid.

However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder.

If the deviation is acceptable to GRSE, then suitable loading factor for such deviation on the price quoted by the bidder will be formulated during technical/commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.

**ARTICLE/अनुच्छेद 15. DETERMINATION OF L1 एल-1 का चयन**

- (a) **L1 bidder will be decided as per criteria mentioned at SI-3 of NIT Terms & Requirements.**
- (b) However, in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article-14 above.

**ARTICLE/अनुच्छेद 16. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य**

- (a) Separate bidder may be engaged against each line item mentioned in BOQ based on L1 determination (as mentioned at Article-15 above) as specified at **SI-18 of NIT Terms & Requirements.**
- (b) GRSE wishes to engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder. The ratio of distribution shall be as indicated in **SI-18 of NIT Terms & Requirements.**

**ARTICLE/अनुच्छेद 17. MICRO & SMALL ENTERPRISES सूख्छम एवं छोटे उद्योग**

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

**ARTICLE/अनुच्छेद 18. Integrity Pact & Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)**

- (a) **Integrity Pact (समग्रता अनुबंध)** pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure - 10. The "Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to SCC/NK/NIC/OT/WEIBRIDGE/DEP/018



be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (Sl.-1) in GRSE website]

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

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

Shri Bam Bahadur Singh, Height-7; Flat No.1802, Uniworld City, New Town, Rajarhat, Kolkata-700160 Email: <a href="mailto:bbsinghbeml@gmail.com">bbsinghbeml@gmail.com</a>	Shri Pidatala Sridhar, IRS (Retd.) Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468 Street Number-6, Himayatnagar, Hyderabad-500029, Email: <a href="mailto:sridharpidatala@gmail.com">sridharpidatala@gmail.com</a>
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#### ARTICLE/अनुच्छेद 19. **INSTRUCTION TO THE BIDDERS** बिडर हेतु अनुदेश

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

GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
- iv. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- v. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.
- x. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture / Consortium [Ref. STAC (Annexure - 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to



Part-I bid.

- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
  - a) In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from SOTR authority prior submission of offer.
  - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Nilanjan Kar, Sr. Manager (Contract), GRSE (Main Unit) e-mail: Kar.Nilanjan@grse.co.in Mobile no. +91-8584888194.
- xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

**ARTICLE/अनुच्छेद 20. e-BID INSTRUCTION ई बिड के अनुदेश**

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

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

**ARTICLE/अनुच्छेद 21. BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड**

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

- i. Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.
- ii. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.



- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 18. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.

**ARTICLE/अनुच्छेद 22. POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा**

1. **Security Deposit प्रतिभूति जमा-** Non-interest-bearing security deposit amounting to percentage of total individual order value (inclusive of taxes) as specified at NIT Terms & Requirements is to be deposited in the manner elaborated in STAC (Annexure - 2).

Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).

2. **Performance Guarantee:** Non-interest-bearing Performance Guarantee deposit amounting to percentage of total executed order value (inclusive of taxes) as specified at NIT Terms & Requirements is to be deposited in the manner elaborated in STAC. The same shall be released after successful completion of Guarantee Period / Defect Liability Period and satisfactory liquidation of defects.

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

- 3.1 The contractor shall submit the R/A bills in triplicate along with all necessary / required supporting documents, measurement sheet etc.
- 3.2 **Percentage** of the value of actual work done as specified at NIT Terms & Requirements will be paid progressively against R/A bill at a frequency of once every month during construction. The amount paid at every month shall be evaluated on the basis of actual completed works done during the previous month, against the BOQ item and Unit Rates, on certification of quantum and quality of work by Engineer / Engineer's Representative.
- 3.3 **Remaining Percentage** 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 remaining percentage i.e. retention money (if any) 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.

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

Work Done Certificate will be issued by the Quality Assurance Authority OR his Nominated Officer based on clear inspection report as applicable.

W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.



5. **Bill Certifying Authority बिल प्रमाणन प्राधीकर:**

As mentioned at NIT Terms & Requirements.

6. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills to be raised as Progressive RA Bills. Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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

7. **Liquidated Damages / Penalty**

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

8. **Risk Purchase जोखिम खरीद**

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

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

9. **Time of completion**

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

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

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

**ARTICLE/अनुच्छेद 23. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र**

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

Annexure/ संलग्नक	Description /
1.	A. Statement of Technical Requirement (SOTR) & Drawings B. Bill of Quantities (BOQ) C. Payment Terms
2.	GRSE Standard Terms and Conditions (STAC)
3.	Format for Technical Eligibility Criteria
4.	Format for Financial Eligibility Criteria
5.	Self-Certification for Blacklisting / Tender Holiday
6.	Format for – Disclosure by Contractor of existing work load
7.	Format for – Disclosure by Contractor of proposed execution / deployment plan of this tendered job
8.	Confirmation by Bidder & Checklist for Bid Submission



9.	Check List for Bill Submission – For Service Contracts
10.	Format for - Integrity Pact To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
11.	Format for – Non-Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
12.	Format for – Bank Guarantee Format for EMD (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
19.	Format for - Bank Guarantee Format for SD (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
20.	Format for - Bank Guarantee Format for PBG (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
21.	Guide line for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

**ARTICLE/अनुच्छेद 24. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज**

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

**b. 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.	Integrity Pact (For Tenders above INR 2 Cr)
4.	Registration Certificate of the Company with ROC / Trade License
5.	PAN, TAN, GST
6.	Copies of registration with PF, ESI authorities.
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
11.	Acceptance Matrix for NIT
12.	Acceptance Matrix for Standard Terms & Conditions
13.	Acceptance Matrix for SoTR
14.	Format for Technical Eligibility Criteria
15.	Format for Financial Eligibility Criteria
16.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'21 in support of Financial Eligibility.
17.	Self-Certification for Blacklisting / Tender Holiday

Sl. No.	Description
18.	Disclosure by Contractor of existing work load
19.	Disclosure by Contractor of proposed execution plan including proposed deployment of resources of this tendered job
20.	Work execution plan / schedule in MS Project clearly indicating dependencies
21.	Confirmation by Bidder & Checklist for Bid Submission
<b><u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u></b>	

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

The Bidders should mention the following:

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

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

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

Vendors Registered with GRSE are not required to upload documents at Sl. No. 4, 5 & 6 above, and are instead required to mention the Vendor Code allotted by GRSE.

**ARTICLE/अनुच्छेद 25. DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं**

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

**ARTICLE/अनुच्छेद 26. SUBMISSION OF BID बिड की पेशी**

- i. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 05 days from opening of Part I bid.
- ii. 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.
- iii. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- iv. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be



presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

**ARTICLE/अनुच्छेद 27. PRE-BID MEETING बोलीपूर्व बैठक**

- i. Bidders are requested to forward their queries over email to the e-mail address: **Ranjan.Nikhil@grse.co.in** with copy to **Kar.Nilanjan@grse.co.in** within 12:00 noon of 06-July-2023.
- ii. Pre-bid meeting shall be held at Yard Modernisation Department at GRSE Main Unit, 43/46, Garden Reach Road, Kolkata - 700024 on 07-July-2023 from 9:30 hrs.
- iii. The dates & time related to Prebid Meeting shall prevail over SOTR.

**Nilanjan Kar**

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

**Garden Reach Shipbuilders & Engineers Limited**

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



# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

## गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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

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

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

CIN / सी आई एन: L35111WB1934GOI007891

### ANNEXURE-1A: STATEMENT OF TECHNICAL REQUIREMENTS (SoTR) & DRAWINGS

NIT SLA No / निविदा संख्या:	<b>SCC/NK/NIC/OT/WEIBRIDGE/DEP/018/ET-1987 DTD: 28-June-2023</b>
Job Title / कार्य का नाम	<b>SHIFTING OF WEIGH BRIDGE FROM GRSE NSSY-KOLKATA TO GRSE DEP-RANCHI</b>
SOR No:	<b>Annexure-1A</b>
Tender issuing Dept. / बिभाग द्वारा जारी	<b>Contract Cell (संविदा बिभाग)</b>



**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**

Kolkata-700024



**SCOPE OF TECHNICAL REQUIREMENT (SOTR)**

**Dismantling, Shifting, Storage, Re-Assembly, Painting, Erection, Installation,  
Testing & Commissioning of ELECTRONIC WEIGHBRIDGE, 18000X3000 mm / 60  
MT Ton Weigh Bridge from  
NSSY-Kolkata to DEP- RANCHII Unit on Turnkey Basis**

**Garden Reach Shipbuilders & Engineers Ltd**  
43/46 Garden Reach Road  
Kolkata 700024  
INDIA



## SCOPE OF TECHNICAL REQUIREMENT (SOTR)

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## **S 1. INTRODUCTION**

### **S 1.1 General**

Garden Reach Shipbuilders & Engineers Limited, Kolkata (A Govt. of India Undertaking) under the administrative control of the Ministry of Defence, Department of Defence Production had installed an **ELECTRONIC WEIGHBRIDGE, 18000X3000 mm / 60 MT** Weigh Bridge in the year 2018 at New Steel Stock Yard (NSSY) opposite to GRSE-Taratata Unit. As per the requirement, scope under this tender is for shifting the above 60 Ton Weigh Bridge including its all accessories from existing NSSY to DEP - Ranchi Unit. Dismantling & shifting of Weigh Bridge components to Ranchi needs to be done on topmost priority & thereafter re-assembly/erection of Weigh Bridge including necessary civil work.

### **S 1.2 Weigh Bridge Dismantling Location**

S 1.2.1 The Weigh Bridge is to be dismantled at New Steel Stock Yard (NSSY), Garden Reach Shipbuilders & Engineers Ltd  
New Steel Stock Yard (NSSY),  
Taratata Road,  
Kolkata 700088, INDIA

### **S 1.3 Weigh Bridge Re-Installation Location**

S 1.3.1 The Weigh Bridge is to be Delivered, Re-assembled, Painted, Erected, Tested & Commissioned at,  
Garden Reach Shipbuilders & Engineers Ltd  
Diesel Engine Plant (DEP),  
Plant Plaza Road  
Ranchi 834004, INDIA

### **S 1.4 SITE FAMILIARISATION**

The Contractor shall visit both the work sites i.e. existing NSSY and DEP Ranchi Unit for site survey for their own & assessment of site conditions, site measurements & also the surroundings before bid submission. Before quoting, the Tenderer in his own interest shall carry out site visits for proper familiarisation of related site conditions and its full implications of the jobs specified in the scope of work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. Cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

S 2. **SCOPE OF WORK:** SCOPE UNDER THIS TENDER INCLUDES FOLLOWING: -

**S 2.1 DIS-ASSEMBLY / DISMANTLING & SHIFTING OF WEIGHBRIDGE.**

- S 2.1.1 Detail site survey at NSSY & DEP- RANCHI to finalise the methodology/scheme to be adopted for dismantling, transportation, storage, re-assembly, erection of Weigh Bridge.
- S 2.1.2 Submission of methodology/scheme for dismantling, transportation, storage, re-assembly, erection of Weighbridge mentioning safety measures, equipment/tools to be used & other precautionary steps and obtain approval from GRSE prior to commencement of work.
- S 2.1.3 Dis-assembly/dismantling of Weighbridge into suitable components/parts in appropriate engineering & sequential manner by loosening its connection points/joints i.e. nuts-bolts/pins etc as per the approved methodology including disconnecting cables with proper part/joint marking of components/parts. Such dis-assembly steps /sequence shall not induce any distress/damage to the Weighbridge or cause any fault during operation and also shall be in line with Drawing & other relevant documents of Weighbridge.
- S 2.1.4 Proper Packing, loading, transportation from NSSY to RANCHI Unit (Approx. 425km) complying prevailing traffic rules and applicable statutory regulations. All logistics with material movement up to RANCHI site location; in transit insurance of all material up to site.
- S 2.1.5 Safely unloading of Weigh Bridge components at RANCHI site and keep it to the safe storage site as per GRSE instruction.
- S 2.1.6 All equipment & tools including mobile crane/hydra etc as necessary for safe dismantling, lowering, loading, unloading, shifting, re-assembly & erection of Weighbridge, shall be arranged by the Contractor on their own. GRSE will not provide any material handling equipment.
- S 2.1.7 Contractor shall take All Risk Insurance Policy for Dismantling, Shifting & Transportation, Storage, Re-Assembly, Erection, Testing & Commissioning of 60 Ton Weighbridge jointly with the name of GRSE.
- S 2.1.8 While deputation of workers at GRSE premises to carry out the work, Statutory compliance i.e. ESI & PF to be complied and Minimum wage to be paid to Contractor's workmen which is issued by Chief Labour Commissioner, Govt. of India, Ministry of Labour & Employment wherever applicable.



## **S 2.2 CIVIL WORK AT DEP RANCHI UNIT FOR INSTALLATION OF WEIGH BRIDGE**

- S 2.2.1 Detail site survey of the construction area for finalizing the layout of Weighbridge in consultation with GRSE- Ranchi.
- S 2.2.2 Detail Design & drawing for construction of suitable foundation & allied structures for 60ton Weighbridge with 18m X 3m platform & its Control Room (masonry wall with RCC roof) of minimum 2.5mX2.5m. Before construction work, approval of all drawings shall be obtained from GRSE.
- S 2.2.3 Contractor to ensure sizing of foundation & allied structures best suited for smooth functioning of Weighbridge during its lifetime as well as for proper maintenance.
- S 2.2.4 Civil work primarily involves earthwork in excavation/backfilling, PCC below foundation, shuttering work, RCC concrete of minimum M25 Grade (ready mixed concrete), TOR steel reinforcement (minimum Fe 415 grade conforming to IS:1786), steel work conforming to IS: 2026 Grade –‘A’, brickwork, plastering, finishing, painting, aluminium door & window for Control Room including all allied jobs complete & removal of excess earth & construction debris.
- S 2.2.5 Design & construction of civil work shall be in accordance with latest IS 456, other relevant BIS and applicable PWD Schedule. Also design & fabrication shall be done as per latest IS-800. Minimum thickness of RCC members, diameter/spacing of reinforcement, clear cover etc shall be as per IS-456.
- S 2.2.6 Carry out concrete slump test, cube test & other relevant checks to ensure desired grade of concrete and also submission of relevant certificates for other construction materials.
- S 2.2.7 Electrical Wiring, Incomer Switch Board (3 MCB), Switch Board (8 Module at 2 Location), Light (02 Nos), FAN (01 Nos) to be supply and installed at Weigh Bridge Control Room.
- S 2.2.8 Approved Make / Brand

<b>Item</b>	<b>Make / Brand</b>
Cement	Lafarge / ACC / Ultratech or equivalent as approved by Engineer
Reinforcement Steel	TISCO / SAIL / ESSAR / RINL/ SRMB or equivalent as approved by Engineer.
Structural Steel	SAIL / TATA / JINDAL / equivalent as approved by Engineer
Paint	Asian Paints / Berger / ICI / Nerolac or equivalent as approved by Engineer
Construction Chemical	Sika/ Fosroc

**S 2.3 RE-ASSEMBLY, PAINTING & OVERHAULING OF ALL THE EQUIPMENTS.**

- S 2.3.1 Cleaning & overhauling as necessary and thereafter re-assembly of the all structural members & components including all accessories as per part marking with reconnection of intermediate joints/points by new nuts/bolts/washers/pins/bush/Metal Boll etc of same size & material specification/grade including installation of cables with connection from respective Control Room & JB. All work shall be done as per the approved methodology and the relevant drawings of Weigh Bridge.
- S 2.3.2 As necessary, steel structural repair/strengthening of corroded/pitted structural components to be carried out.
- S 2.3.3 Any component/cables/part, which is defective/faulty to be changed for better performance of the weigh bridge.
- S 2.3.4 Before applying paint, proper surface preparation (by buffing/grinding) of entire structure including applying suitable Choke Fast compound on corroded/pitted steel structural parts.
- S 2.3.5 Entire Weigh bridge shall be thoroughly cleaned and applied one coat of Red Oxide Zinc Chromate Primer and Two coats of Synthetic Enamel paint (one coat of 25-30 Micron and two coats of enamel paint of 25-30 micron each) in compliance with the specification.

**S 2.4 ERECTION, TESTING & COMMISSIONING OF WEIGH BRIDGE AT DEP RANCHI.**

- S 2.4.1 Erection of Weigh Bridge shall be done in proper sequential manner as per the approved methodology.
- S 2.4.2 Laying of all the cable of Load Cell and other cables from weighbridge to Control Room through GI pipe. GI Pipe will be provided by GRSE.
- S 2.4.3 The re-assembled Weigh Bridge shall perform satisfactorily without any trouble, proper calibration including functioning of all the electronic equipment with printing machine to be made operational.
- S 2.4.4 One LED Load display and one monitor (18") showing the function of weighing process to be supply and setup, any software if required to be uploaded in the system and the cost to be bear by contractor at its own cost.
- S 2.4.5 Performing Load testing and obtaining Stamping of Weigh Bridge through Legal Metrology Dept. of Jharkhand which shall be valid for 1 year.
- S 2.4.6 Submission of as built drawings, Manuals of the equipment etc. as per necessary changes.
- S 2.4.1 02 Nos Earth Pit (Chemical Earthing) for Weighbridge. One Earth pit to be connected with load cell and other with the Electrical Supply system. Earth



Resistance value and pit number to be display near to the earth point. Earthing name plate shall be of SS Material.

**S 3. OTHER TERMS AND CONDITIONS OF WORK**

**S 3.1 Health & Safety Plan**

S 3.1.1 The Contractor must fully comply with all relevant Indian Health and Safety legislation. Nothing in the contract or this specification shall reduce his statutory obligations with respect to health and safety.

S 3.1.2 Contactor should use all the PPE of ISI mark only.

S 3.1.3 The Contractor shall ensure & maintain Safety at work place as per GRSE Act. All precautions and permits not limited to the following shall be complied with in connection with the erection, testing and commissioning of the crane.

- a. Hot work permit
- b. Electrical shut down permit

S 3.1.4 In case of any violation of safety norms, necessary penalty/action to be taken by GRSE Safety dept.

**S 3.2 QAP for Dismantling, Shifting, Assembly Works**

S 3.2.1 Quality Assurance Plan covering all aspects but not limited to procurement of items, Dismantling, Shifting, Assembly, Erection & Testing of Weigh Bridge & Civil work to be submitted by the Bidder at the time of submitting the Technical Bid and further submission of detailed/confirmed QAP after 02 weeks of LOA/PO, which will be approved by GRSE.

S 3.2.2 Dismantling, Shifting, Assembly, Erection & Testing of crane components shall be done including welding (If required) as per the QAP duly approved by GRSE. Contractor must ensure that welding shall be done by the qualified welders as per the approved procedures.

**S 3.3 Delivery and Access**

S 3.3.1 The Contractor shall propose methods for Dismantling, Delivering, Installing associated parts and equipment to GRSE-DEP RANCHI site in his Technical Offer at tender stage.

S 3.3.2 The Contractor's access for plant, labour and materials will be via gate No 1 of GRSE DEP RANCHI Yard.

S 3.3.3 Prior to delivery to site, all parts and components shall be clearly identified and assembly marked as required. Where appropriate, they shall be suitably packed, marked, protected and/or preserved to prevent deterioration whilst in transit and on-site awaiting erection, installation or storage.

### **S 3.4 Contractor's Supervision & Instructions**

- S 3.4.1 The Contractor shall engage a qualified & Experienced Engineers, Technicians, Safety representative at site for supervising day-to-day work during crane assembly, erection, Testing & Commissioning and should be present at site during the time of work. Professional painter team should be deputed for the painting work.
- S 3.4.2 For design & drawing for Civil Work, the contractor shall engage an professionally experienced civil structural Designer (minimum BE). Also, the Contractor shall engage experienced and qualified Engineers having Technical qualification not less than diploma in Civil Engg at site for day-to-day work to ensure proper quality & workmanship and he should be authorized to receive instructions from the Engineer/GRSE.
- S 3.4.3 While deputation of workers at GRSE premises to carry out the work, Statutory compliance i.e. ESI & PF to be complied and Minimum wage to be paid to Contractor's workmen which is issued by Chief Labour Commissioner, Govt. of India, Ministry of Labour & Employment from time to time.
- S 3.4.4 The contractor shall be responsible to obtain proper gate pass from GRSE for entry of their labours as the prevailing rules of GRSE. For obtaining gate pass necessary forms to be filled up and to be submitted to HR GRSE along with supporting documents.
- S 3.4.5 The contractor has to submit health report & vertigo test for those workers who perform the work at height.
- S 3.4.6 The contractor shall be responsible to produce a Police Verification Report regarding checking of antecedents and verification of character of his employees.
- S 3.4.7 Any material returnable/non-returnable shall enter through the gate and proper gate entry documents to be obtained from security. The contractor shall declare all returnable tools, equipment or any other items brought by them for work in GRSE Ltd.
- S 3.4.8 All personnel employed by the Contractor and any of his sub-Contractors' shall carry an identity card, which shall be clearly visible at all times on the Site.

### **S 3.5 Office & Storage Space:**

- S 3.5.1 Contractor may arrange their container for establishing office at site at their own cost. However, space for the above will be provided free of cost by GRSE. If contractor could not arrange to bring container them a small office space can be provided by GRSE based on the space availability. Storage space for Weigh Bridge kept in open space and the area will be shown to the contractor.



**S 3.6 Setting to Work**

S 3.6.1 Once the Weigh bridge Installation will successfully complete, it will be handed over to the Owner so that required operations can begin. A certificate being issued by the contractor to GRSE the reinstalled Weigh bridge is fit for use.

**S 4. DEFECT LIABILITY PERIOD: SCOPE OF WORK DURING THE DEFECT LIABILITY PERIOD**

S 4.1.1 The Supplier should have an established service network to rapidly attend to Weigh Bridge breakdowns and repairs during the DLP period of 12 months, after satisfactory acceptance of the Weigh Bridge.

S 4.1.2 The Weigh Bridge supplier should respond to any notice of defect / malfunction / under performance of any of the Weigh bridge components within first 48 working hours of such intimation/notification from GRSE.

S 4.1.3 All the newly supplied equipment's/items shall be guaranteed against any defect/malfunction during the defect liability period of 12 months. The supplier shall replace or repair the defective/damaged parts at his cost within reasonable period.

S 4.1.4 Contactor shall also be liable to rectify any defect found in the refurbished equipment (like from any rotating equipment, alignment issue, abnormal vibration of aligned equipment/machineries etc).

**S 5. CONTRACTORS RESPONSIBILITY DURING WORK EXECUTION**

**S 5.1 Care of the Work**

S 5.1.1 From the commencement of the works till issue of the completion certificate, the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer / Owner, shall be recovered from the Contractor.

## **S 5.2 Protection of the Existing Structures / Machines**

- S 5.2.1 The Contractor will be responsible for the protection of all existing structures, machines, cranes etc. adjacent to and within the Works from any type of damage. Before the commencement of work, the Contractor to take necessary precautions and measures to safeguard the existing structures/machines/materials and protect them from possible damages. For that the Contractor will arrange adequate safety nets, ropes etc. without any extra cost.
- S 5.2.2 If any damage occur by the Contractor or contractor's workmen, will be recovered suitably from the Contractor.

## **S 5.3 Clearance of Site**

- S 5.3.1 The Contractor shall remove excess earth, construction debris/rubbish periodically from the site outside GRSE premises as per regulations of statutory authority and shall also remove Contractor's Equipment, surplus material, scrap materials, wreckage, debris, rubbish and temporary works from the Site or as directed by the Engineer.
- S 5.3.2 The site shall be handed over in a tidy and workmanship manner.
- S 5.3.3 If all these items have not been removed within One month, after the issue of Completion Certificate the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

## **S 6. GRSE SCOPE OF SUPPLY**

- S 6.1.1 **Electricity** - GRSE will provide electrical power supply at one point / suitable location near the construction area / site at free of cost for execution of job. The Contractor shall make necessary arrangements for further distribution, as required, from that point on a temporary basis all at his own cost. The contractor shall ensure consumption of power in very economical way to save energy.
- S 6.1.2 **Water** - Construction water will be provided at free of cost from existing source of GRSE. The Contractor shall arrange necessary water distribution pipe line and pump as required all at his own cost.



## **S 7. SPECIAL TERMS & CONDITIONS**

### **S 7.1 TECHNICAL ELIGIBILITY CRITERIA**

S 7.1.1 Tenderer/Bidder shall have experience of successful execution of similar nature/type of job and provide supporting documentation to demonstrate the following and also provide complete details as per the attached proforma for technical eligibility:

(a) **Experience:** Proof of previous Erection, Installation, Testing and Commissioning in use as on date for at least 02 (Two) Nos. Weigh bridge of 30 ton & above capacity or a single 60T and above in last 5 (five) years.

(b) **Resources:** Proof of resources (plant, labour, managerial) necessary to undertake such work.

### **S 7.2 SUBMISSION OF TECHNICAL DOCUMENTS ALONG WITH THE BID**

The Tenderer shall submit following documents along with their Technical Bid/Offer:

(a) Necessary supporting documents for experience, capability, quality assurance, resources etc. as per the above Technical Eligibility Criteria duly endorsed along with supporting documents.

(b) Bidder's proposed methodology for Dismantling, Shifting, of Weigh bridge components, storage, assembly & erection of Weigh Bridge with details, sequence, place of working areas, resources to be deployed, minimum working areas/site necessary at GRSE Yard for assembly/erection.

(c) Programme / schedule of work with milestones in compliance with SOTR terms.

(d) Preliminary Quality Assurance Plan for entire scope of work

(e) Other information/documents as sought in SOTR.

### S 7.3 COMPLETION PERIOD

(a) 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 **03 months from the date of Order.**

(b) Schedule of project milestone is tabulated below: - The project completion period will be **3 months** from the date of PO / LOA

SL.	Activity	Time line from issue of LOA/PO
1.	Dismantling of entire Weigh Bridge with all accessories and thereafter loading, transportation from NSSY to RBD Unit (Approx. 415km), Unloading & storage of the same at RBD.	Within 03 weeks
2.	Civil Work for Weighbridge at DEP Ranchi and other related work.	Within 2 months
3.	Re-Assembly, Overhauling & Painting of Weigh Bridge.	Within 2.5 months
4.	Erection, Trial, Testing & Commissioning including certification by statutory authority	Within 3 months

(c) Civil work for Weigh Bridge including Cabin/Control Room at DEP Ranchi should be started as early as possible after getting work order from GRSE.

### S 7.4 Working Hours

S 7.4.1 The site working hours shall be 9.00 AM to 5.00 PM Monday to Saturday. For working on Sunday, Holiday special permission to be obtained with prior intimation to GRSE.

### S 7.5 SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
- c) Obtain gate pass, entry & Exit of material through gate.
- d) Details of technical personnel deployed for the job.
- e) Fortnightly progress report.
- f) 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.



## **S 7.6 Progress Reports**

- S 7.6.1 The Contractor shall submit Master Programme and detailed programmes marked up with actual progress made.
- S 7.6.2 The Contractor shall submit a fortnightly Progress Report to GRSE
- S 7.6.3 During site work, the Weigh Bridge Supplier shall appraise the work duly to Engineer/GRSE and have to attend progress meetings on site.

## **S 7.7 Protection of the Existing Structures**

- S 7.7.1 The Contractor will be responsible for the protection of all existing structures adjacent to and within the Works.
- S 7.7.2 Before work commences on any section of work adjacent to existing structures, the Contractor is to submit to the Engineer details of the precautions and measures he intends to take to safeguard the structures and protect them from possible damage.

## **S 8. PRE-BID MEETING**

- S 8.1.1 Pre-bid Meeting will be held on 10th day from the date of publication of tender at GRSE MAIN Unit premises of GRSE. Considering type of job, the authorized **representative of the Tenderer/Bidder must visit the NSSY site and GRSE-DEP RANCHI Unit** and also familiarization of work site & surroundings during the pre-bid meeting.
- S 8.1.2 Prospective Tenderers shall submit their queries, if any in connection with the Tender, in writing by email at the earliest to enable GRSE to clarify the same. The last date of submitting the queries is 2 days prior to the pre-bid meeting. GRSE's response will be displayed on website including a description of the enquiry but without identifying its source.

**Note: - If any vendor participates in bid without attending the Pre-Bid meeting may be disqualify and it will not be considered for further process.**

**S 9. ANNEXURES**

**Annexure-A**

**PROFORMA FOR FURNISHING DETAILS OF PAST EXPERIENCE IN INSTALLATION OF 60T WEIGH BRIDGE DURING LAST FIVE YEARS (TURNKEY PROJECT)**

Work Experience Details of the Firm						
Sl. No.	Project Name & Capacity	Name of the Employer	P.O. No. & Date	Contract Period/ Stipulated period of completion	Actual date of completion	Contact Details of Firm

**Annexure-B**

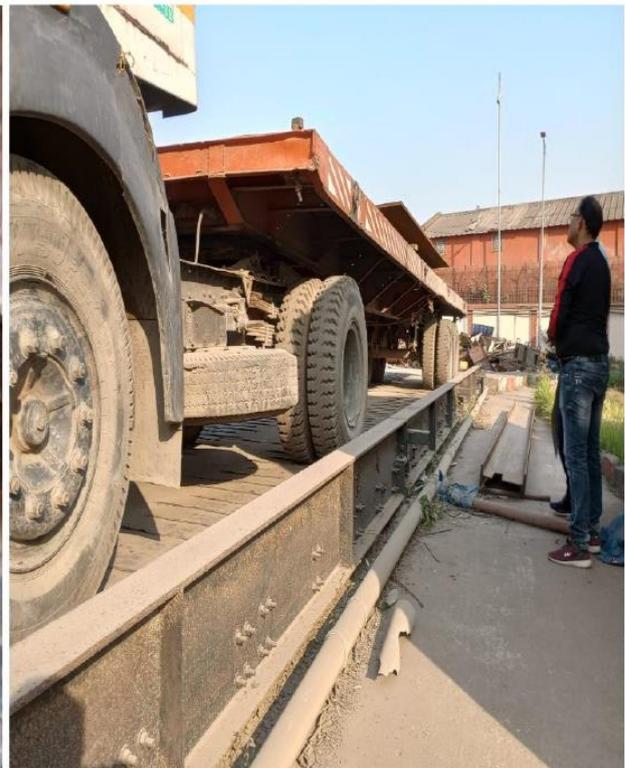
**BROAD ACTIVITES OF THE PROJECT AS PER CLAUSE S 2**

S. NO	PARTICULAR	QNT.
<b>A.</b>	DIS-ASSEMBLY / DISMANTLING & SHIFTING OF WEIGHBRIDGE	SET
<b>B.</b>	CIVIL WORK AT DEP RANCHI UNIT AS PER WEIGH BRIDGE DESIGN.	SET
<b>C.</b>	RE-ASSEMBLY, PAINTING & OVERHAULING OF ALLEQUIPMENTS	SET
<b>D.</b>	ERECTION, TESTING & COMMISSIONING OF WEIGH BRIDGE AT DEP RANCHI INCLUDING ITS CERTIFICATION	SET

This is only the format, Price should not be filled in the above format.

Annexure-C

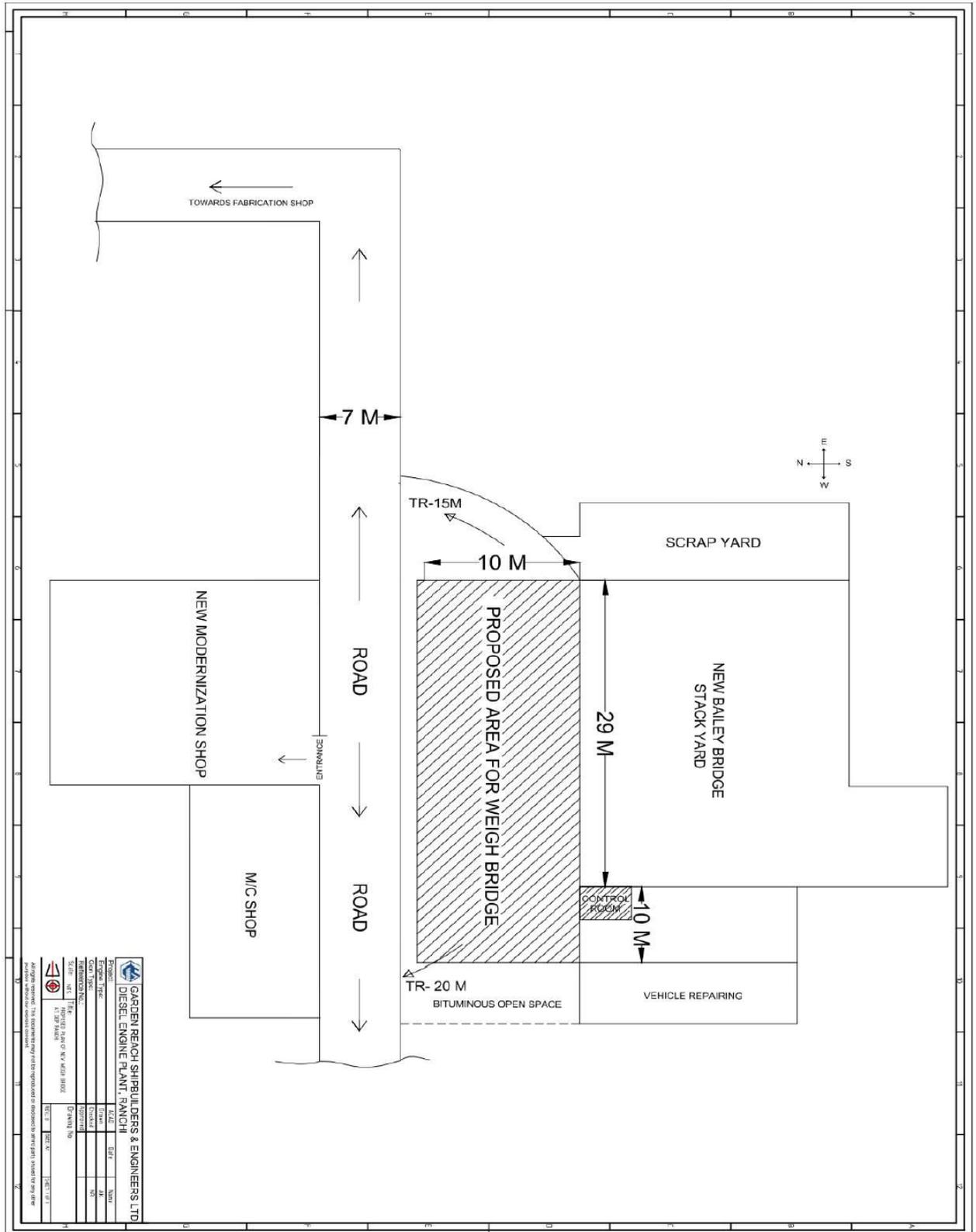
Present Position of 60T Weigh Bridge at NSSY-GRSE Unit, Kolkata





### Annexure-D

## Proposed area for Weigh Bridge Installation at DEP-Ranchi Unit





# 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

### ANNEXURE-1A: BILL OF QUANTITIES

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT/WEIBRIDGE/DEP/018/ET-1987 DTD: 28-June-2023
Job Title / कार्य का नाम	SHIFTING OF WEIGH BRIDGE FROM GRSE NSSY-KOLKATA TO GRSE DEP-RANCHI
SOR No:	Annexure-1A
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

- BOQ for the work is detailed below and each activity listed shall be treated as SET / Lumpsum.
- Incomplete work against any of the Line item shall not be considered for issue of Work Done Certificate (WDC) against that line item.
- Any of the Line item may be deleted as per actual requirement of GRSE. Necessary amendment of the Purchase Orders will be issued accordingly (if required).
- Detailed price breakup as per this BoQ is to be uploaded in Portal along with price offer (Part II).

#### BOQ is as follows:

Sl. No	Description	UOM	Qty.	Rate (INR)	Amount Excluding GST (INR)	GST HSN/SAC Code	GST Amount (INR)	Amount Including GST (INR)
1	DIS-ASSEMBLY / DISMANTLING & SHIFTING OF WEIGHBRIDGE	SET	1.00					
2	CIVIL WORK AT DEP RANCHI UNIT AS PER WEIGH BRIDGE DESIGN	SET	1.00					
3	RE-ASSEMBLY, PAINTING & OVERHAULING OF ALL EQUIPMENTS	SET	1.00					
4	ERECTION, TESTING & COMMISSIONING OF WEIGH BRIDGE AT DEP RANCHI INCLUDING ITS CERTIFICATION	SET	1.00					
TOTAL								

Note: Payment against each line item shall be considered after full completion of work of the line item.

**Unpriced copy of the Price breakup indicating the GST SAC/HSN Code & GST percentage is to be uploaded alongwith the Techno-commercial offer (Part-I).**

**The bid shall not be considered if Price is indicated in any part of Techno-commercial offer (Part-I).**

**L1 offer shall be evaluated on TOTALITY BASIS EXCLUDING GST.**



# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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CIN / सी आई एनः L35111WB1934GOI007891

### ANNEXURE 1C: PAYMENT TERMS

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT/WEIBRIDGE/DEP/018/ET-1987 DTD: 28-June-2023
Job Title / कार्य का नाम	SHIFTING OF WEIGH BRIDGE FROM GRSE NSSFY-KOLKATA TO GRSE DEP-RANCHI
SOR No:	Annexure-1A
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

#### 1. Payment Terms भुगतान की शर्तें:

- 90%** (Ninety percent) of the value of work done will be paid progressively against R/A bill subject to completion of work for each line item.
- 10%** (Ten percent) of the certified value of work shall be retained as Performance Guarantee and 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 remaining percentage i.e. retention money (if any) 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.

- Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority.
- Moreover, release of payment is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor.

#### 2. Bill Certifying Authority बिल प्रमाणन प्राधीकर:

AGM (DEP-Ranchi) / his authorised representatives.

#### 3. Bill Submission बिल प्रस्तुति:

- Invoice is to be raised after completion of the work against each line item and after issue of Work Done / Completion Certificate.
- Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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



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**CIN / सी आई एन:** L35111WB1934GOI007891

### **ANNEXURE -2: STANDARD TERMS & CONDITIONS (STAC)**

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

#### **(1) Integrity Pact समग्रता अनुबंध (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 (सूक्ष्म और छोटे उद्यम) -**

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):**

- 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 economical 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 contractor's 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) PERSONAL PROTECTIVE EQUIPMENT (PPE) POLICY FOR THE CONTRACTORS' WORKMEN**

i. **SCOPE**

This policy is applicable to all contractors, their workmen, supervisors, engineers, site In-charges, managers and other personnel engaged by them in various capacities in all units of GRSE. The area of applicability of PPE w.r.t. personal protection is tabulated below:

Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
(i)	Head Protection	Safety Helmet	In the shop floor / on board ship / working at height / under the suspended load or any other place where there is any possibility of head injury.	To protect the head from injury due to falling or moving objects, impact on stationary objects and from	IS: 2925 or EN 397.



Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
				impact due to fall	
(ii)	Foot Protection	Safety Shoes	<p>(a) Mandatorily wear safety shoe while working in shop floor / on board ship/ Stores/ Dock floor or any other place where there is possibility of foot injury.</p> <p>(b) Mandatorily wear closed footwear while entering the shipyard.</p> <p>(c) Wear Rubber Gumboot while working in water logged condition for removing of water from ship's tank, compartment, Dock Galley etc., cleaning of Dock floor / acid pickling area/ canteen cooking and washing areas etc.</p>	To protect the feet from risks ranging from crush and impact injuries to contact with hot surface, slips, cuts, penetration wounds, electric shock etc.	<p>(a) IS 15298 / EN ISO 20345</p> <p>(b) Non ISI</p> <p>(c) IS: 12254</p>
(iii)	Eye Protection	Safety Goggles	When engaged for welding / gas cutting / grinding / chipping / painting / chemical handling or any other activity where there is a possibility for eye injury due to penetration of flying particles / ultra violet radiation / splashing of chemical etc.	To protect eyes from damage or penetration due to flying particles, ultra violet radiation impact, burns, splashes etc.	ANSI Z87.1 or EN166.
(iv)	Ear Protection	Ear Plug	In high noise area (>90 db).	Use of hearing protection appropriate for reducing the sound levels of noisy equipment and processes to acceptable levels.	IS: 9167/ EN 352
(v)	Hand Protection	Hand Gloves	(a) Leather Hand Gloves – During material handling / welding / gas cutting or any other activity where there is possibility of hand injury due to contact with sharp edges, hot spatter	To protect the hand from injuries such as cuts, abrasions, burns, ingress of chemicals & electric shock.	(a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN



Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
			<p>from welding or gas cutting processes.</p> <p>(b) Electrical Rubber Hand Gloves – While executing any electrical maintenance jobs.</p> <p>(c) Acid / Alkali Proof Rubber Hand gloves – During handling of acid, skin irritants chemical &amp; solvent etc.</p>		<p>388 for mechanical hazard</p> <p>(b) IS 4770</p> <p>(c) EN 374</p>
(vi)	Respiratory Protection	Welding Fume Respirator, Paint Fume Respirator or, Dust mask	<p>Dust Respirator – To be worn during grinding job, floor cleaning, dusting or any other activity where there is possibility of producing dust.</p> <p>(b) Welding Fume Respirator – To be worn during welding, gas cutting, brazing job etc.</p> <p>(c) Chemical Respirator – To be worn during painting, mixing of paint with solvents &amp; FRP activities handling of acid, skin irritants, chemical &amp; solvents etc.</p>	To protect against respiratory hazards.	<p>(a) IS: 9473 / EN: 149</p> <p>(b) IS: 9473 / EN: 149</p> <p>(c) IS: 15323 (Selection to be made according to the particular chemical hazard)</p>
(vii)	Fall Protection	Double lanyard Safety Belt & harness, automatic fall arrestor	<p>To be worn while working in height:</p> <p>(a) Double Lanyard Full Body Harness – During working at height such as on scaffolding structure / suspended working platform / ship's mast / fragile roof / inclined surface on the roof top or at any other height where there is a possibility of person to fall and get injured.</p>	To protect the personnel from falling while working at height such as on scaffolding structure / platform, ship's mast, fragile roof, inclined surface on the roof top etc.	(a) IS: 3521



Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
			(b) Automatic fall arrestor (in addition to full body harness) – To be worn during carrying out job in the vertical ascending / descending on the scaffolding structure, working on the suspended working platform and inclined surface on the roof top, horizontal movement at height.		(b) EN 361
(viii)	Electric Arc Flash Protection	Electric Arc rated flash suit jacket, pant, hood and gloves	To be worn during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	To protect the personnel from accidental exposure to high temperature of electric arc flash during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	As per guideline of NFPA-70E
(ix)	Fire-Fighting protection	(a) Three Layer Fire Close Proximity Suit  (b)Self-Contained Breathing Apparatus (SCBA) Set	Personnel engaged in Fire Fighting service should wear Fire Close Proximity Suit and use Self-Contained Breathing Apparatus (SCBA) Set during combating fire in a hazardous environment.	To protect the Fire Fighting personnel during Combating Fire in a Hazardous Environment / High Level Respiratory Protection	Fire Proximity Suit approved by EN-469:2005 + A1: 2006 +AC: 2006D and CE. Jacket & Trouser (EN-469) Hand Gloves (EN-659) Outer Head Protection Helmet (EN-443/1997) and inner Protection EN 1391, Self-Contained Breathing Apparatus(SCBA) Set, as per approval of CE and EN-137 CLASS II standards and Approval of PESO
(x)	Face protection	Industrial safety face shields with plastic visor	When person engaged for grinding / chipping / buffering or any other activity where there is a possibility for face injury	To protect the face from flying particle	IS 8521 Design of visor may be selected as per design of safety helmet



Sl. No.	Description	Name of PPE	Applicable area of Protection	Purpose	Standard
			due to penetration of flying particles		
(xi)	Protective Clothing	Cotton boiler-suit	In the shop floor / on board ship / production floor and in any other areas of operation.	To protect the whole body of a contractors' workman from dirt, dust etc.	IS: 177- 1989 (Reaffirmed in 2003), Variety 3 standard
<b>Note :</b> Cotton-boiler suits should bear name of the contractors' firm on the back-side of the boiler-suit in legible manner for easy identification					

ii. **Role of Contractors**

- a) Shall ensure attendance of their workmen and other personnel deployed by them, in the scheduled safety-briefings, appropriate use of required PPEs and adoption of various safety measures in their respective workplaces.
- b) Shall provide adequate and appropriate PPEs conforming to IS / EN standards, as mentioned at Para 3 and 4 of the Policy, at their own cost and ensure that their workmen mandatorily use those PPEs as specified in this Policy vide Sl. No. 3 or as advised by Safety Department from time to time, according to the job requirement.
- c) Shall ensure submission of PPE Issue Matrix Register (as per Annexure – II) to the user department before commencement of work. Such Register should comprise of the name of the contractor, P.O No., name of the workmen being deployed, allotment of PPEs and signature of contractors' workmen substantiating allotment of PPEs to them as per the IS parameter laid down at Para 3 and 4 above.
- d) Every contractor should ensure that their workmen have undergone safety training programme, as per their nature of work, prior to commencement of work. Contractor has to submit a report to the engaging / user department after completion of safety training programme for obtaining permission to commence work under the particular P.O. A copy of that report has to be forwarded to Safety Department for information and record.
- e) In the event of any accident, the concerned contractor / their site In-charges / supervisors must immediately inform the respective dealing officer of user department regarding occurrence of such accident, who in turn will inform Works Manager of the respective unit and Officer from Safety Department for initiation of further necessary action.
- f) Ensure that no workman or other personnel deployed by them should loiter or work in shop floor, onboard ship or in the yard without wearing basic PPEs like helmet, safety shoes etc.

iii. **Role of contractors' workmen –**

- a) Adhere to all necessary safety-guidelines at their work-sites and use appropriate PPEs.
- b) Inform their supervisors / site In-charges in the event of loss or damage of their safety gears / PPEs so that the same can be replaced immediately by the concerned contractor and should not be a reason for non-compliance.
- c) To communicate proper use of PPEs to their co-workers in the event there is any non-compliance.

iv. **PENAL PROVISIONS FOR NON-COMPLIANCE**

S/N	Type of violation	Penalty (Rupees)			
		1 <sup>st</sup> Instance	2 <sup>nd</sup> Instance	3 <sup>rd</sup> Instance	4 <sup>th</sup> Instance
(i)	Not having / not using PPEs properly	10000/-	15000/-	20000/-	Discontinued / debarred from participating in future tender



(ii)	Use of defective / non IS PPEs	5000/-	10000/-	15000/-	upto 06 months / 02 consecutive tenders
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v. **DISCONTINUATION OF CONTRACT**

In the case of repeated violation of safety guidelines, i.e, for more than 04 (four) instances during any Financial Year, GRSE shall have the sole discretion to terminate all / such affected contracts of the concerned non-complying contractor. GRSE may also impose Tender Holiday up to maximum period of 03 years in the event of 05 instances of violation. Tender Holiday will be issued on recommendation of existing Standing Committee and approval of Competent Authority.

**(19) 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.

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

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

**(21) SECURITY OF INFORMATION (सूचनाओं की गोपनियता):-**

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to Vendor's confirmation w.r.t. Limited tender GRSE on completion of work.

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

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

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

**(23) CONTRACT WORKMAN WAGE PAYMENT (ढेका 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.

**(24) VENDOR'S CONFIRMATION W.R.T. LIMITED TENDER ENQUIRY**

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.

**(25) 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.

**(26) 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.

**(27) 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-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

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

**(28) 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.

**(29) 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 contractor's man. The cost of damage will be suitably recovered from vendor's bills.

**(30) 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.



**(31) 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 than 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."

**(32) 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 – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY  
DURING LAST 03 YEARS**

**(To be submitted in Letterhead of bidder)**

**1. Name of the Bidder:**

**2. Job Description:**

**3. Tender Reference:**

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

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

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

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**



**ANNEXURE – 4: FORMAT for FINANCIAL ELIGIBILITY**  
**(To be submitted in Letterhead of bidder)**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

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

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**

Note: Financial Statements to be attached



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

**(To be submitted in Letterhead of bidder)**

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

**Date:**

**2. Job Description:**

**3. Tender Reference:**

**Sub: SELF-CERTIFICATION**

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

**Or**

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

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

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

**Date:**

**Name:**

**Designation:**

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

\*Strike out / omit whichever is not applicable



**ANNEXURE-6: FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK**  
**(To be submitted in Letterhead of bidder)**

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

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

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

**Date:**

**Name:**

**Designation:**

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



**ANNEXURE-7: FORMAT FOR DISCLOSURE BY CONTRACTOR OF PROPOSED EXECUTION /  
DEPLOYMENT PLAN OF THIS TENDERED JOB**  
(To be submitted in Letterhead of bidder)

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

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

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

**Date:**

**Name:**

**Designation:**

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



### **ANNEXURE-8: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION**

- Name of the Bidder:**
- Job Description:**
- Tender Reference:**

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

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

**Date:**

**Name:**

**Designation:**

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

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

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

\_\_\_\_\_  
 Signature of Vendor's representative  
 with Seal/Stamp

**For GRSE Use Only**

<b>B.</b>	<b>To be checked and verified by Bill certifying authority (Put √ Mark)</b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet (SES)/GR in line with WDC, PO & Invoice			
<b>For Final/Balance Bill (Put √ Mark)</b>				
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			

\_\_\_\_\_  
 Signature of GRSE Bill Certifying Authority  
 with Designation





during the execution of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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



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

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

**Section 9- Pact Duration:**

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

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

**Section 10- Other provisions:**

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

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place .....

Place .....

Date .....

Date .....

Witness 1  
(Signature, Name & Address)

Witness 2  
(Signature, Name & Address)



**ANNEXURE-12: NON-DISCLOSURE AGREEMENT**  
(to be executed in Non-Judicial Stamp Paper of Rs.100/-)

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

**Between**

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

**AND**

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

**WHEREAS**

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

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

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

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

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



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



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

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

**FOR GARDEN REACH SHIPBUILDERS &  
ENGINEERS LTD**

Signature:  
Name:  
Address:

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

Signature:  
Name:  
Address:

**WITNESS 1**

Signature:  
Name:  
Address:

**WITNESS 2**

Signature:  
Name:  
Address :



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

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



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



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

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



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



## RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

- (i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).
- (ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.
- (iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).
- (iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.
- (v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.
- (vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.
- (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.
- (viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.

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