

(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 Nominated Firm to submit **single stage two-part bids (Part I- Techno-Commercial & Part II- Price)** through e-tendering mode for the work package as per following bid document.

| NIT SLA No / निविदा संख्या: | SCC/SM/ST/FI & I | HO/3027/075/ET-3241 | Dated 03.07.2025 | |
|---|--|--|--------------------------|--|
| Job Title / कार्य का नाम | SERVICES RELATED TO CONDUCT OF FI and HO OF NON-MODULAR COMPT AT YD-3027 to be executed as per SOR No. FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 | | | |
| SOR No: | SOTR No: FOJ/30 | 025/PI & FI/Non-Mod/02 dtd. 3 | 30.06.2025 (Annexure-1A) | |
| Tender issuing Dept. / बिभाग द्वारा जारी | Contract Cell (संविदा बिभाग) | | | |
| Contact Persons: | | | | |
| Query regarding SOTR / Drawing or other technical Terms | | Taufique Islam, DGM (PL-3027) E-mail: Islam.Taufique@grse.co.in Mobile no.: + 91- 8420008825 | | |
| Query regarding Tender/ Commercial Terms | | Shri Sandip Mondal, Manager (CC) E-mail: Mondal.Sandip@grse.co.in Mobile no.: + 91- 8584888195 | | |
| SCHEDULE OF | SCHEDULE OF CALENDAR DATES समायावली की अनुसूची: | | | |
| Bid submission Sta निविदा जमा करने की | irting Date प्रारंभिक तिथि | 03/07/2025 | | |
| Bid submission Closing Date निवेदा जमा की अंतिम तिथी | | 05/07/2025 | 12:00 hrs. | |
| Tender Opening Date (Part I) निविदा खुलने की तिथी (तकनीकी- वाणिज्यिकबोली भाग-I) | | 05/07/2025 | 12:30 hrs. | |
| Offer Validity Period minimum ऑफर की नियुन्तम वैधता अवधी | | 90 days from date of opening or | f Tender (Part – I) | |

<u>Note:</u> -If any vendor other than **nominated firm, participates** in this tender, then their offer will be **Rejected** outright.

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NIT TERMS & REQUIREMENTS

| TENIDED FEE | | Requirement of NIT |
|---|--|--|
| TENDER FEE | STAC | INR 500/- (Five hundred rupees only) |
| EARNEST MONEY DEPOSIT (EMD) | STAC | Not Applicable. |
| DETERMINATION OF L1 | Article – 15 | Nominated firm is only eligible to participate in this tender. |
| SECURITY DEPOSIT | Article – 22 (1) | 5% of the total order value including Tax |
| PERFORMANCE GUARANTEE | Article – 22 (2) | Applicable |
| LIQUIDATED DAMAGES | Article – 22 (9) | 0.5% per week, Max. 5% of delayed job. |
| TECHNICAL ELIGIBILITY CRITERIA | | Not Applicable. |
| FINANCIAL ELIGIBILITY CRITERIA | | Not Applicable. |
| 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. |
| OFFER VALIDITY | Article – 4 | 90 days |
| BOQ | Article-6 Annexure-1B | As detailed at Article-6 & Annexure-1B |
| TENURE OF CONTRACT / COMPLETION PERIOD | Article – 8 | As mentioned in SOTR |
| MOBILIZATION PERIOD | Article – 9(a) | MOBILIZATION PERIOD: Immediate |
| STARTING OF JOB | | STARTING OF JOB: Immediate on placement of PO/LOI. |
| JOB COMPLETION SCHEDULE | Article – 9(c) Annexure-1A | As per SOTR |
| GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD | Article – 10 Annexure-1A | 12 (twelve) Months from the date of handing over of Ship. |
| ESCALATION | Article – 12 | Not Applicable. |
| AWARDING JOBS TO MULTIPLE BIDDERS | Article – 16(a) Article – 16(b) | Separate bidder against each line item: Not Applicable. Ratio of Distribution: |
| INTEGRITY PACT & INDEPENDENT EXTERNAL | Article – 18 | Not Applicable Not Applicable |
| | DEPOSIT (EMD) DETERMINATION OF L1 SECURITY DEPOSIT PERFORMANCE GUARANTEE LIQUIDATED DAMAGES TECHNICAL ELIGIBILITY CRITERIA FINANCIAL ELIGIBILITY CRITERIA VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS OFFER VALIDITY BOQ TENURE OF CONTRACT / COMPLETION PERIOD MOBILIZATION PERIOD STARTING OF JOB JOB COMPLETION SCHEDULE GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD ESCALATION AWARDING JOBS TO MULTIPLE BIDDERS | DEPOSIT (EMD) DETERMINATION OF L1 SECURITY DEPOSIT PERFORMANCE GUARANTEE LIQUIDATED DAMAGES TECHNICAL ELIGIBILITY CRITERIA FINANCIAL ELIGIBILITY CRITERIA VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS OFFER VALIDITY BOQ Article – 4 BOQ Article – 8 TENURE OF CONTRACT / COMPLETION PERIOD MOBILIZATION PERIOD MOBILIZATION PERIOD Article – 9(a) STARTING OF JOB JOB COMPLETION SCHEDULE GUARANTEE WARRANTY / DEFECT LIABILITY PERIOD ESCALATION Article – 10 Annexure-1A LIABILITY PERIOD Article – 12 AWARDING JOBS TO MULTIPLE BIDDERS Article – 16(b) INTEGRITY PACT & INDEPTION INTEGRITY PACT & INDEPTION INTEGRITY PACT & Article – 18 INDEPENDENT EXTERNAL |

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| SI. No. | Description | Reference | Requirement of NIT |
|---------|---|------------------------------------|---|
| 19. | PAYMENT TERMS | Article – 22 (3) Annexure-1C | Terms mentioned at Article-22(3) shall prevail over SOTR. 1. The 90% payment (with full GST) will be released after completion of job within 30 days against online submission of GST e-invoice through OBPS portal certified by DGM(PL-3027) based on satisfactory Work Done Certificate duly certified by WDC certifying authority. Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. In case the employees engaged by the Contractor are out of the purview of ESI, then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923) |
| | | | 2. Balance 10% payment will be released after guarantee period or on submission of Performance Bank Guarantee of executed order valid till expiry of Guarantee period. Note: All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice. All Vendors having turnover below Rs. 5 Crore are also to submit E-Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice). Invoice in hard copy is not desirable. Gate in entry date will be treated as gate stamped date. Work Done/Completion certifying authority must be at least at the level of Dy. Manager. |
| 20. | QUALITY ASSURANCE AUTHORITY / INSPECTION AUTHORITY | Article – 22 Annexure-1A | Inspection of the job will be carried out by GRSE, Production/ QA/WOT/IRS as per QAP. |
| 21. | WORK DONE CERTIFICATE AUTHORITY | Article – 22 Annexure-1A (CI-F) | PCO or nominated officer of PL-3027 |
| 22. | BILL CERTIFYING AUTHORITY | Article – 22 Annexure-1A (Cl-F) | DGM-PL-3027 |
| 23. | NON-DISCLOSURE AGREEMENT | Annexure-12 | Not Applicable |
| 24. | COLLECTION OF RAW MATERIAL AND DELIVERY OF COMPLETE MATERIALS | Article – 22 | Not Applicable |
| 25. | MATERIAL RECONCILIATION | Article – 22 | Not Applicable |
| 26. | SPECIAL REQUIREMENT OF THIS TENDER | | Offers from vendors who have been issued notice / correspondence by GRSE for poor / |

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| SI. No. | Description | Reference | Requirement of NIT |
|---------|-------------|-----------|--|
| | | | non-performance within last 3 months from |
| | | | the date of publication of this tender may not |
| | | | be considered. |

Manager (Contract) / प्रबन्धक (संबिदा) **Garden Reach Shipbuilders & Engineers Limited** 61, Garden Reach Road, Kolkata – 700024.

email: Mondal.Sandip@grse.co.in

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INTRODUCTION

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites Nominated Firm to submit Single Stage two-part bids (Part I: Techno-Commercial & Part II- Price Bid) through e-tendering mode for the work of "SERVICES RELATED TO CONDUCT OF FI and HO OF NON-MODULAR COMPT AT YD-3027". Detailed Scope of work is mentioned in SOTR (Annexure-1A).

ARTICLE/अनुछेद 1. <u>TECHNICAL ELIGIBILITY CRITERIA तकनीकी मापदंड</u> Not Applicable.

ARTICLE/अनुछेद 2. FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड: Not Applicable.

ARTICLE/अनुछेद 3. <u>VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS</u>

- i. The bidder should give self-certification (as per **Annexure 4**) 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/अनुछेद 4. OFFER VALIDITY प्रस्ताव की वैध्यता

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/अनुछेद 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/अनुछेद 6. BOQ बी ओ क्यु

- (a) BOQ for the work is detailed at Annexure-1B
- (b) The quantity mentioned in BOQ is indicative in nature and may increase/ decrease as per actual requirement.
- (c) Similarly, quantity against any of the Line item may reduce / may not be operated at all as per actual requirement of GRSE. Necessary amendment of the Purchase Orders will be issued accordingly (if required).
- (d) In case of GEM Tender detailed price breakup indicating **GST HSN/SAC Code & Percentage** as per this BoQ is to be uploaded in Portal along with price offer (Part II) in letterhead of the bidder.

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BOQ is as follows:

| Item SI. No. | Job Description | иом | QUANTITY | SAC | GST % |
|-----------------|----------------------------|-----|----------|-----|-------|
| 10 | SERVICE_FI OF COMPARTMENTS | M2 | 1500 | | |
| 20 | SERVICE_HO OF COMPARTMENTS | M2 | 4100 | | |
| | TOTAL | | | | |

L1 offer shall be evaluated on TOTALITY BASIS INCLUDING GST.

Note:

- (i) Rate to be quoted in INR only
- (ii) UOM- Unit of Measurement
- (iii) M2 Meter Square
- (iv) Work Done Certificate shall be issued only after successful completion job as indicated.

Unpriced copy of the Price breakup indicating the GST SAC/HSN Code & GST percentage is to be uploaded along with the Techno-commercial offer (Part-I). – Applicable for GEM Tender only.

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

ARTICLE/अनुछेद 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 DGM (PL, Yd-3027) or their authorised representative is to be followed.

ARTICLE/अनुछेद 8. TENURE OF CONTRACT

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

ARTICLE/अनुछेद १. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- (a) **Mobilization Period / लामबंदी अवधी** shall be equal to number of days (as specified in the NIT Terms & Requirements) from date of LOA/PO.
- (b) Job Starting Date / कार्य आरम्भ तिथी: As specified in the NIT Terms & Requirements.
- (C) Job Completion Schedule / कार्य समाप्ती तिथी: As specified in the NIT Terms & Requirements.

ARTICLE/अनुछेद 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/अनुछेद 11. PRICE मूल

- (a) 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 including extended period if required.
- (b) The quoted price should also include all statutory cost as mentioned/indicated in SOTR.
- (c) GST is to be indicated separately in the Price Breakup.

ARTICLE/अनुछेद 12. ESCALATION मूल्य वृद्धी

(a) **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.

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(b) **Escalated Rate** in case of extension of validity period shall be as mentioned in NIT Terms & Requirements.

ARTICLE/अनुछेद 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/अनुछेद 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/अनुछेद 15. <u>DETERMINATION OF L1 एल-1 का चयन</u>

(a) Nominated firm is only eligible to participate in this tender.

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

Not Applicable

ARTICLE/अनुछेद 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/अनुछेद 18. Integrity Pact & Independent External Monitors (IEM): Not Applicable for this Tender.

ARTICLE/अनुछेद 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, <u>may visit</u> <u>the work front</u>, 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.

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- 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 **Taufique Islam**, **DGM (PL-3027)**, **Mobile No. +**91 -8420008825, **e-mail**: Islam.Taufique@grse.co.in prior to submission of offer.
 - **b.** Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Sandip Mondal, Manager (Contract), GRSE (61 Park) e-mail: Mondal.Sandip@grse.co.in Mobile no. +91-8584888195.
- xiii. **E-mail Address of Vendor for communication संचार हेतू ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

ARTICLE/अनुछेद 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.

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- 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 <u>अंग्रेजी संस्करण मान्य होगा</u>।

ARTICLE/अनुछेद 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/अनुछेद 18. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.
- xiv. Instances of Poor / Non-performance by bidder in earlier Contracts with GRSE within the past three months from the date of publication of the tender.

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

1. Security Deposit प्रतिभूति जमा-

(a) An amount equivalent to 5% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.Ds/Bank Guarantees (in case of BG- 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 favoring "Garden Reach Shipbuilders & Engineers Limited", within 15 days

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from the date of released order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

(b) If SD is to be submitted in the form of BG then the same should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.

NOTE: B.G. receipt date (date of receipt of hard copy B.G. by dealing officer of Commercial Dept/ordering dept) is to recorded in a register with B.G. no, PO no & banker name. Envelope is to be retained with the B.G. for sending to Finance.

- (c) S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit. Vendor is to apply through GRSE Ordering Dept for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- 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:

- a) The 90% payment (with full GST) will be released after completion of job within 30 days against online submission of GST e-invoice through OBPS portal certified by DGM(PL-3027) based on satisfactory Work Done Certificate duly certified by WDC certifying authority. Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. In case the employees engaged by the Contractor are out of the purview of ESI, then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923).
- b) Balance 10% payment will be released after guarantee period or on submission of Performance Bank Guarantee of executed order valid till expiry of Guarantee period.

Note:

- (i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice.
- (ii) All Vendors having turnover below Rs. 5 Crore are also to submit E-Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice).
- (iii) Invoice in hard copy is not desirable.
- (iv) Gate in entry date will be treated as gate stamped date.
- (v) Work Done/Completion certifying authority must be at least at the level of Dy. Manager.
- c) Payment will be made on actual certification basis.
- d) Bill Certifying Authority: DGM-PL-3027.
- 4. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)

Work done certificate will be issued by PCO or nominated officer of PL-3027.

GRSE through OBPS portal after completion of job based on clear inspection report signed by Quality Assurance/Inspection Authority during the period as detailed in SOTR. 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

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usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

5. Bill Submission बिल प्रस्तुति:

Bill to be raised after WDC certification through OBPS portal.

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

6. Collection of Raw Material and Delivery of Complete materials (अनिर्मित सामग्री संग्रह एवं परिवर्तित सम्पूर्ण सामग्री की सुपुर्दगी)

Not Applicable

7. Material Reconciliation Statement (MRS) (सामग्री मिलान)

Not Applicable

8. Liquidated Damages / Penalty

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

9. Risk Purchase जोखिम खरीद

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

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

10. Time of completion

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

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

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

ARTICLE/अनुछेद 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. | Self-Certification for Blacklisting / Tender Holiday | | |
| 5. | Format for – Disclosure by Contractor of existing work load | | |
| 6. | Format for – Disclosure by Contractor of proposed execution / deployment plan of this | | |
| | tendered job | | |

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| 7. | Confirmation by Bidder & Checklist for Bid Submission | | |
|-----|--|--|--|
| | | | |
| 8. | Check List for Bill Submission – For Service Contracts | | |
| 9. | Format for – Non-Disclosure Agreement (please refer <u>www.grse.in</u> →Tender→Enclosures | | |
| | Related to tenders of Sub-Contracting Activities) | | |
| 10. | Format for – Bank Guarantee Format for EMD (please refer <u>www.grse.in</u> | | |
| | →Tender→Enclosures Related to tenders of Sub-Contracting Activities) | | |
| 11. | Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders | | |
| | of Sub-Contracting Activities) | | |
| 12. | Special condition of contract (please refer www. grse.in →Tender→Enclosures Related to | | |
| 12. | , , | | |
| | tenders of Sub-Contracting Activities) | | |
| 13. | Contractors Responsibility (please refer www.grse.in→Tender→Enclosures Related to | | |
| | tenders of Sub-Contracting Activities) | | |
| 14. | General Requirement (please refer www.grse.in→Tender→Enclosures Related to tenders of | | |
| | Sub-Contracting Activities) | | |
| 15. | Check List for Bill submission (please refer www.grse.in → Tender → Enclosures Related to | | |
| | tenders of Sub-Contracting Activities) | | |
| 16. | PF, ESI declaration form (please refer www. grse.in →Tender→Enclosures Related to tenders | | |
| 10. | of Sub-Contracting Activities) | | |
| 47 | <u> </u> | | |
| 17. | Format for - Bank Guarantee Format for SD (please refer www.grse.in→Tender→Enclosures | | |
| | Related to tenders of Sub-Contracting Activities) | | |
| 18. | Guide line for Bank Guarantee (please refer www.grse.in→Tender→Enclosures Related to | | |
| | tenders of Sub-Contracting Activities) | | |

ARTICLE/अनुछेद २४. 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

| SI. 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. | Registration Certificate of the Company with ROC / Trade License | | | |
| 4. | PAN, TAN, GST | | | |
| 5. | Copies of registration with PF, ESI authorities. | | | |
| 6. | Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID | | | |
| 7. | The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS) | | | |
| 8. | Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable) | | | |
| 9. | Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable) | | | |
| 10. | Acceptance Matrix for NIT | | | |
| 11. | Acceptance Matrix for Standard Terms & Conditions | | | |
| 12. | Acceptance Matrix for SoTR | | | |
| 13. | Format for Technical Eligibility Criteria | | | |
| 14. | Self-Certification for Blacklisting / Tender Holiday | | | |
| 15. | Disclosure by Contractor of existing work load | | | |
| 16. | Disclosure by Contractor of proposed execution plan including proposed deployment | | | |
| | of resources of this tendered job | | | |
| 17. | Work execution plan / schedule in MS Project clearly indicating dependencies | | | |
| 18. | Confirmation by Bidder & Checklist for Bid Submission | | | |
| NON-SI | UBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO | | | |
| | <u>REJECTION OF BID</u> | | | |

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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 alloted by Trades Receivable e-Discounting System (TReDS). <u>The TReDS</u> 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

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/अनुछेद 25. DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं

| უან 25. | 34 25. DOCUMENTS IN PHYSICAL FORM TO SUBMIT ARCHARD AND MAI MAI ARCH E | | | | | | |
|--|---|--------------------------------|--|--|--|--|--|
| | PHYSICAL SUBMISSION | | | | | | |
| 1 | EMD Instrument | Not Applicable for this Tender | | | | | |
| 2 | Integrity Pact & Non-Disclosure Agreement | Not Applicable for this Tender | | | | | |
| NOTE: | If instruments submitted through demand draft, the same to be drawn in favor of | ENGINEERS LIMITED | | | | | |
| | The demand drafts should be payable at | | | | | | |
| | Above mentioned original Negotiable Instruments as stipulated, to reach the office of General Manager (CC, HP&IP), Contract Cell, GRSE- 61 Park Unit, 61, 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). | | | | | | |
| NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO | | | | | | | |
| REJECTION OF BID | | | | | | | |

ARTICLE/अनुछेद 26. SUBMISSION OF BID बिंड 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/अनुछेद 27. PRE-BID MEETING बोलीपूर्व बैठक: - Not Applicable.

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

Address: 61, Garden Reach Road, Kolkata-700 024 61, गार्डन रीच रोड, कोलकाता-700 024

Phone/दूरभाष:(033) 2469-8140 to 8143, FAXफैक्स: (033) 2469-8144

Web siteवेब: www.grse.in, E-Mailई मेल: Gupta.Manoj@grse.co.in

CIN / सी आई एन: L35111WB1934GOI007891

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

| NIT SLA No / निविदा संख्या: | SCC/SM/ST/FI & HO/3027/075/ET-3241Dated 03.07.2025 |
|---|--|
| Job Title / कार्य का नाम | SERVICES RELATED TO CONDUCT OF FI and HO OF NON-MODULAR COMPT AT YD-3027 to be executed as per SOR No. FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 |
| SOR No: | SOTR No: FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 (Annexure-1A) |
| Tender issuing Dept. / बिभाग द्वारा जारी | Contract Cell (संविदा बिभाग) |

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| GRSE Ltd. | TECHNICAL SPECIFICATION FOR | SOR No. FOJ/3025/PI & FI/Non- |
|-------------------|-----------------------------|-------------------------------|
| | SERVICES RELATED TO CONDUCT | Mod/02 |
| Yard No. : 3027 | OF FI and HO OF NON-MODULAR | Sheet 1 of 4 |
| | COMPT AT Y-3027 | Prepared by PL-3027 |
| Group : HOF | | Checked & aped by: AGM PMT |
| Inspection: | | Date: 30/06/2025 |
| GRSE(QA)/WOT(KoL) | | |

1. INTENT

It is the intention of GRSE to outsource Services related to conduct of FI & HO of non-modular compartments.

2. Sub-Contractor's Scope of Work

The following jobs also to be executed by the vendor.

FI Scope

- a) After PI clearance, the vendor needs to ensure installation of the all the items required for FI of compartments. Any Misc. items not under other vendors scope need to install by subcontractor prior offering of FI.
- b) Vendor need to liaise with HOF, plumbing, ACVR, L & W and other department to ensure completion of installation of all items in time bound manner.
- c) Vendor need to priorities the fitment of items as per requirement of FI and the send to the respective vendor through PL/PCO to help achieve the targeted deadlines.
- d) Vendor need to carry-out misc, hot work like removal of burr and extra items to make compartment ready for FI.
- e) Tables, Table tops & Racks for fitment of Electronic equipment
- f) Any rework arising out of minor changed Lay-out DRG to be make good by vendor without any cost.
- g) All Fragile items need to be adequately preserved.
- h) Necessary painting to be done except for final coat painting.
- FI defect list to be circulated to all concerned vendor through PCO-3027. Required completion date to be mentioned as per requirement.
- Monthly FI output must be 50 compartments.

HO Scope

- After FI clearance vendor has to prepare list of work to be completed for HO of compartment.
- All loose items to be handed over to SS as per materials list given by CDO.
- m) All items which is loose but need to be kept inside compartment to be secured properly.
- Any minor changes asked by customer/SS for final HO to be made good by vendor without any cost.
- Vendor need to ensure fitment of all the tally plates and compartment name plates prior HO.
- All items fitted inside the compartment should have proper identification tally.
- q) All Misc. tally required in the hatches and Doors (e.g.: X, Y, Z tally) are in vendor's scope.
- r) Final coat of painting to be done by Vendor for aesthetic requirement.
- s) Monthly HO output must be 150 compartments.
- t) HO to be done to ship-staff and necessary clearance to be obtained by vendor.



| GRSE Ltd. | TECHNICAL SPECIFICATION FOR | SOR No. FOJ/3025/PI & FI/Non- |
|-------------------|-----------------------------|-------------------------------|
| | SERVICES RELATED TO CONDUCT | Mod/02 |
| Yard No. : 3027 | OF FI and HO OF NON-MODULAR | Sheet 2 of 4 |
| | COMPT AT Y-3027 | Prepared by PL-3027 |
| Group : HOF | | Checked & aped by: AGM PMT |
| Inspection: | | Date: 30/06/2025 |
| GRSE(QA)/WOT(KoL) | | |

 Firm should employ at least 75% skilled tradesman (welder, fitter, marker, grinder, painter, gas cutter and qualified person).

3. GRSE's Scope of Supply

- a) Raw material including plate/ fittings.
- b) All consumables including power, water, weld consumables, gas, and compressed air. Firm to submit projected weld consumables & industrial Gas requirement to GRSE before commencing erection job.
- c) Paint & Primer for requisite application.
- d) Crane/hydra with slings & shackles
- e) Drawings and QAP
- f) Site

4. Sub-Contractor's Scope of Supply

- a) All tools and tackles, induction electric type grinding machine, welding machine along with accessories like cable, holder, grinding wheels, etc. as well as safety gadgets viz. welding screen, gas goggles, hand gloves, gas hoses, helmets, safety belt, flash arrestor, etc. wherever required for erection has to be made available. Paint brushes, paint pots etc. Transportation of material, fittings and consumables are to be arranged by the sub-contractor.
- b) Any other material not listed in para-3 above.

5. WORKMANSHIP

- a) During welding and gas cutting proper care to be taken as welding and gas cutting involved in bottom shell. IRS Qualified welder to be employed with proper supervision.
- b) Responsibility for cleanliness in the working area rests with the contractor.

6. INSPECTION

a) Inspection of the job will be carried out by GRSE, Production/ QA/WOT/IRS as per QAP.

7. SECURITY

All documents/ drawings of GRSE ships are of confidential in nature. All drawings/ documents issued to the contractor should not be copied and should be returned to GRSE on completion of work.

8. MANPOWER

Sub-contractor should indicate actual data in regard to following aspects:

- a) Skilled labour and manpower deployment as per para 2. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction programme. In case such a requirement becomes essential, the contractor will obtain written permission of SM PL, GRSE.
- b) Similar details about engineers/ supervisors to be employed for the work.
- c) Tools and machinery available with sub-contractor or intended to be used.

Page 2 of 4



| GRSE Ltd. | TECHNICAL SPECIFICATION FOR | SOR No. FOJ/3025/PI & FI/Non- | |
|-------------------|-----------------------------|-------------------------------|--|
| | SERVICES RELATED TO CONDUCT | Mod/02 | |
| Yard No. : 3027 | OF FI and HO OF NON-MODULAR | Sheet 3 of 4 | |
| | COMPT AT Y-3027 | Prepared by PL-3027 | |
| Group : HOF | | Checked & aped by: AGM PMT | |
| Inspection: | | Date: 30/06/2025 | |
| GRSE(QA)/WOT(KoL) | | | |

9. RESOURCE ALLOCATION & TIME ON TASK

It is essential to maintain and ensure time on task. Daily attendance record is to be taken. Late Comers will not be permitted to enter and early departure, without valid reasons counter signed by site in charge, is not permitted.

- 10. If any material issued by GRSE to the contractor is 'damaged / lost' and is not usable, the cost of the material plus overhead charges will be recovered from contractor as per the costing estimate section. The recovery charges will be communicated to SCC Dept. Any rectification work on account of poor workmanship will have to be carried out by the contractor at no extra cost.
- 11. In case of rejection due to faulty workmanship of contractor, cost of material plus overhead charges will be recovered from the contractor as per the costing done by GRSE and intimated to AGM SCC for recovery.

13. PLANNING

a) If required, contractor will be allowed to work beyond normal hours and even on Sundays/holidays.

14. Misc points:

- a) Statutory HR requirements
- i) Sub-contractor should submit complete list of personnel as per their payroll along with ESI/PF reference and other relevant details for Skilled labour including number of experienced markers, fitter, welder, gas cutter, etc. Successful sub-contractor should undertake that these operatives would not be withdrawn jeopardizing the construction schedule.
 - ii) Similar details about engineers/ supervisors to be employed for the work.

b) <u>Hindrance Register</u>

To be maintained by the sub-contractor and put up for approval by the DGM PL/ Production officer on daily basis.

c) Safety

The sub-contractor shall comply with all safety requirements in and around the workplace. They shall arrange for safety gears for their personnel.

15. Method of quotation & Other details

a) Vendor is to quote for all compartment FI and HO.

| Name of Works | UOM | QTY |
|----------------------------------|-----|------|
| Services related to FI of comps. | SQM | 1500 |
| Services related to HO of comps. | SQM | 4100 |

- b) Payment will be made on completion of work. WDC will be issued by PCO or nominated officer of PL-3027. Bill Certification will be by DGM-PL-3027.
- c) All responsibility of safety, adherence to COVID protocols is that of the vendors

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| GRSE Ltd. | TECHNICAL SPECIFICATION FOR SERVICES RELATED TO CONDUCT | SOR No. FOJ/3025/PI & FI/Non- Mod/02 |
|-------------------|---|---|
| V1 N- 2027 | OF FI and HO OF NON-MODULAR | |
| Yard No. : 3027 | OF FLANG HOOF NON-MODULAR | Sheet 4 of 4 |
| | COMPT AT Y-3027 | Prepared by PL-3027 |
| Group : HOF | | Checked & aped by: AGM PMT |
| Inspection: | | Date: 30/06/2025 |
| GRSE(QA)/WOT(KoL) | | |

d) Workers are required to be deployed as per requirement of controlling PL/ Hull Planning/PMT officers.



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

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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE-1B: BILL OF QUANTITIES

| NIT SLA No / निविदा संख्या: | SCC/SM/ST/FI & HO/3027/075/ET-3241Dated 03.07.2025 |
|--|--|
| Job Title / कार्य का नाम | SERVICES RELATED TO CONDUCT OF FI and HO OF NON-MODULAR COMPT AT YD-3027 to be executed as per SOR No. FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 |
| SOR No: | SOTR No: FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 (Annexure-1A) |
| Tender issuing Dept. / बिभाग द्वारा जारी | Contract Cell (संविदा बिभाग) |

- (a) BOQ for the work is detailed below.
- (b) It may vary according to actual requirement of the job/Ship during the entire period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions during the tenure of contract.
- (c) Similarly, quantity against any of the Line item may reduce / may not be operated at all as per actual requirement of GRSE. Necessary amendment of the Purchase Orders will be issued accordingly (if required).
- (d) In case of GEM Tender detailed price breakup indicating **GST HSN/SAC Code & Percentage** as per this BoQ is to be uploaded in Portal along with price offer (Part II) in letterhead of the bidder.

BOQ is as follows:

| Item SI. No. | Job Description | | QUANTITY | SAC | GST % |
|-----------------|----------------------------|----|----------|-----|-------|
| 10 | SERVICE_FI OF COMPARTMENTS | M2 | 1500 | | |
| 20 | SERVICE_HO OF COMPARTMENTS | M2 | 4100 | | |
| | TOTAL | | | | |

L1 offer shall be evaluated on TOTALITY BASIS INCLUDING GST.

Note:

- (i) Rate to be quoted in INR only
- (ii) UOM- Unit of Measurement
- (iii) M2 meter square
- (iv) Work Done Certificate shall be issued only after successful completion job as indicated.

Unpriced copy of the Price breakup indicating the GST SAC/HSN Code & GST percentage is to be uploaded along with the Techno-commercial offer (Part-I). – Applicable for GEM Tender only.

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

SCC/SM/ST/FI & HO/3027/075 Page **21** of **56**



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

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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE 1C: PAYMENT TERMS

| NIT SLA No / निविदा संख्या: | SCC/SM/ST/FI & HO/3027/075/ET-3241Dated 03.07.2025 |
|--|--|
| Job Title / कार्य का नाम | SERVICES RELATED TO CONDUCT OF FI and HO OF NON-MODULAR COMPT AT YD-3027 to be executed as per SOR No. FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 |
| SOR No: | SOTR No: FOJ/3025/PI & FI/Non-Mod/02 dtd. 30.06.2025 (Annexure-1A) |
| Tender issuing Dept. / बिभाग द्वारा जारी | Contract Cell (संविदा बिभाग) |

1. Payment Terms भुगतान की शर्तें:

- a) The 90% payment (with full GST) will be released after completion of job within 30 days against online submission of GST e-invoice through OBPS portal certified by DGM(PL-3027) based on satisfactory Work Done Certificate duly certified by WDC certifying authority. Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. In case the employees engaged by the Contractor are out of the purview of ESI, then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923).
- b) Balance 10% payment will be released after guarantee period or on submission of Performance Bank Guarantee of executed order valid till expiry of Guarantee period.

Note:

All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice.

All Vendors having turnover below Rs. 5 Crore are also to submit E-

Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice).

Invoice in hard copy is not desirable.

Gate in entry date will be treated as gate stamped date.

Work Done/Completion certifying authority must be at least at the level of Dy. Manager.

- c) Payment will be made on actual certification basis.
- d) Bill Certifying Authority: DGM (PL-3027)

Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills to be raised through OBPS portal.

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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ANNEXURE -2: STANDARD TERMS & CONDITIONS (STAC) मानक निबंधन और शर्तें (एसटीएसी)

ANNEXURE -2: STANDARD TERMS & CONDITIONS (STAC) मानक निबंधन और शर्तें (एसटीएसी)

STC 1 Integrity Pact / समग्रताअनुबंध (Not Applicable)

- STC 1.1. All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.
- STC 1.2. "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".
- STC 1.3. 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.
- STC 1.4. Signing Authority for Integrity Pact:
 - STC. 1.4.1. Vendor: Proprietor / Director / Authorized representative
 - STC. 1.4.2. GRSE: Head of the Ordering Department, not below the rank of DGM / AGM
- STC 1.5. 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.
- STC 1.6. The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

STC 2 Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम)

- STC 2.1. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- STC 2.2. Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.
- STC 2.3. Following facilities/benefits may be given to MSEs: -
 - STC. 2.3.1. Exemption for payment of Tender Fee & Earnest Money Deposit.
 - STC. 2.3.2. Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)

STC 2.4.



- STC. 2.4.1. MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.
- STC. 2.4.2. In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.
- STC. 2.4.3. If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.
- STC. 2.4.4. In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.
- STC 2.5. Non-Divisibility of Tender Items: In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- STC 2.6. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.
- STC 2.7. For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
 - STC. 2.7.1. For proprietary MSE, proprietor(s) shall be SC/ST.
 - STC. 2.7.2. For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - STC. 2.7.3. For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

STC 3 Tender Fee (निविदाशुल्क)

- STC 3.1. Amount of declared non-refundable tender fee is to be submitted in the 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 of e-bid submission.
- STC 3.2. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of 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 PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- STC 3.3. 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.
- STC 3.4. Non-submission of tender fee or a valid MSE / NSIC certificate may lead to offer rejection.

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

- STC 4.1. 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 **05 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.
- STC 4.2. 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.
- STC 4.3. 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.
- STC 4.4. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- STC 4.5. 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.
- STC 4.6. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

STC 4.7. Refund of Earnest Money Deposits

- STC. 4.7.1. 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.
- STC. 4.7.2. 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.
- STC. 4.7.3. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.
- STC 4.8. **Forfeiture of Earnest Money Deposit** (बयाना जमा की जब्ती): EMD may be forfeited under the following circumstances:
 - STC. 4.8.1. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
 - STC. 4.8.2. The bidder does not accept the correction of error in bid price as indicated in Clause pertaining to **CORRECTION OF ERRORS** hereinafter.
 - STC. 4.8.3. The successful bidder fails within the specifies time limit to:
 - a. Acknowledge the LOA/Order
 - b. Furnish the required Security Deposit
 - c. Non-performance of the contract by the Contractor
 - d. 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.

STC 5 VALIDITY OF OFFER (प्रस्ताव की वैधता)

STC 5.1. Offer should remain valid for a period of as per terms of specific NIT Terms & Requirements 180 days from the due date of the tender.

STC 6 VENDOR'S CONFIRMATION W.R.T. LIMITED TENDER ENQUIRY

STC 6.1. 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.

STC 7 SECURITY DEPOSIT (INTEREST FREE) प्रतिभृति (ब्याज रहित)

STC 7.1. An amount equivalent to 5% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.Ds/Bank Guarantees

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(in case of BG- 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 favoring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of released order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted. If S.D is submitted in the form of B.G then same is to be forwarded directly to 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.

STC 7.2. If SD is to be submitted in the form of BG then the same should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.

NOTE: B.G. receipt date (date of receipt of hard copy B.G. by dealing officer of Commercial Dept/ordering dept) is to recorded in a register with B.G. no, PO no & banker name. Envelope is to be retained with the B.G. for sending to Finance.

STC 7.3. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit. Vendor is to apply through GRSE Ordering Dept for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

STC 8 WORK DONE CERTIFICATE (W.D.C.) (किए हुए काम का प्रमाणपत्र)

STC 8.1. Firm will put up Work Done Certificate as per NIT Terms of Requirements 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 indicatedWork Done for certification to site engineer /PL /or as specified in the NIT.

STC 9 BILL SUBMISSION (बिल प्रस्तुति)

STC 9.1.Bill to be raised after WDC certification through OBPS portal.

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

STC 10 COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन)

- STC 10.1. Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
- STC 10.2. For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

STC 11 POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रमिकों का पुलिस सत्यापन)

- STC 11.1. Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.
- STC 11.2. A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.



STC 11.3. Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.

STC 12 GST REGISTRATION (जी एस टी पंजीकरण)

STC 12.1. The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.

STC 13 GUARANTEE PERIOD (गारंटी अवधि) (Not Applicable for this Tender)

Workmanship to be guaranteed for satisfactory performance as specified in NIT terms & requirements. Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor.

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

STC 14 PRICE (मृल्य)

STC 14.1. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु)

STC. 14.1.1. Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. 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.

STC 14.2. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेत्)

- STC. 14.2.1. Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.
- STC. 14.2.2. The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.
- STC. 14.2.3. The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

STC 15 QUANTITY VARIATION (मात्रा भेद)

STC 15.1. Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

STC 16 UNREASONABLE QUOTES अतर्क संगत भा

STC 16.1. For Job Contract (कार्य संविदा हेतु)

- STC. 16.1.1. 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.
- STC. 16.1.2. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t tender requirement and if the L1

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- bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.
- STC. 16.1.3. If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

STC 16.2. For Manpower Contract (श्रमशक्ति संविदा हेतु)

- STC. 16.2.1. The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e PF, ESI etc.
- STC. 16.2.2. In case the quoted price of the L1 bidder is found unreasonably low i.e does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

STC 17 JOINT VENTURE (संयुक्त ऊधम)

- STC 17.1. The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:
- STC. 17.1.1. The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.
- STC. 17.1.2. All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.
- STC. 17.1.3. A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.
- STC. 17.1.4. Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.
- STC. 17.1.5. In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.
- STC. 17.1.6. Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.
- STC. 17.1.7. If selected, PO would be issued in favour of the JV.

STC 18 CONSORTIUM (अल्पकालीन संघटन)

STC 18.1. The bids submitted by a Consortium of two or more firms as partners shall comply with the following requirements:



- STC. 18.1.1. There must be a written Agreement for formation of the Consortium amongst its members which should inter alia include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.
- STC. 18.1.2. Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.
- STC. 18.1.3. The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.
- STC. 18.1.4. All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.
- STC. 18.1.5. A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
- STC. 18.1.6. If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
- STC. 18.1.7. In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
- STC. 18.1.8. The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.
- STC. 18.1.9. The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.
- STC. 18.1.10. All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the

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Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.

STC. 18.1.11. None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.

STC 19 MAINTENANCE OF MACHINES (यंत्रों का अनुरछण)

STC 19.1. The maintenance of machines brought in by contractors are to be undertaken as per OEM recommendations. Certificate to this effect is to be rendered by the contractor.

STC 20 SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा)

- STC 20.1. Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.
- STC 20.2. However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.
- STC 20.3. For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

STC 21 EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री)

STC 21.1. Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

STC 22 FIRE &SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ

STC 22.1. The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). 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.

STC 23 SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेत् मार्गदर्शन)

STC 23.1. The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.

STC 24 MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता)

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STC 24.1. The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

STC 24.2. **LIST OF PPES** (पी पी ई की सूची)

| <u>C 24.2.</u> | LIST OF PPES (पा पा इ का सूचा) | | | | |
|----------------|--------------------------------|-------------------|--|---|--|
| SI. No. | Description | Name of PPE | Applicable area of Protection | 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. | IS: 2925 or EN 397. | |
| (ii) | Foot Protection | Safety Shoes | (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.(b) Mandatorily wear closed footwear while entering the shipyard. | (a) IS 15298 / EN ISO 20345 | |
| | | | (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. | (b) Non ISI (c) IS: 12254 | |
| (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. | ANSI Z87.1 or EN166. | |
| (iv) | Ear Protection | Ear Plug | In high noise area (>90 db). | 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 from welding or gas cutting processes. (b) Electrical Rubber Hand Gloves – While executing any electrical maintenance jobs. (c) Acid / Alkali Proof Rubber Hand gloves – During handling of acid, skin irritants chemical & solvent etc. | (a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN 388 for mechanical hazard (b) IS 4770 for electrical work (c) EN 420 for general requirement | |

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| SI. No. | Description | Name of PPE | Applicable area of Protection | Standard |
|------------|----------------------------------|--|---|--|
| | | | | (d) EN 388 for mechanical hazard |
| (vi) | Respiratory Protection | Welding Fume Respirator, Paint Fume Respirator | Dust Respirator – To be worn during grinding job, floor cleaning, dusting or any other activity where there is possibility of producing dust. | (a) IS: 9473 / EN: 149 |
| | | or, Dust mask | (b) Welding Fume Respirator – To be worn during welding, gas cutting, brazing job etc. | (b) IS: 9473 / EN: 149 |
| | | | (c) Chemical Respirator – To be worn during painting, mixing of paint with solvents & FRP activities handling of acid, skin irritants, chemical & solvents etc. | (c) IS: 15323 (Selection to be made according to the particular chemical |
| (vii) | Fall Protection | Double | To be worn while working in height: | hazard) |
| ` ' | | lanyard Safety Belt & harness, automatic fall arrestor | | (a) IS: 3521 |
| | | | (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. | 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. | 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- |



| SI. No. | Description | Name of PPE | Applicable area of Protection | Standard | | |
|------------|---|--|---|--|--|--|
| | | | | 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 due to penetration of flying particles | IS 8521 Design of visor may be selected as per design of safety helmet | | |
| (xi) | Protective Clothing | Cotton boiler-suit | In the shop floor / on board ship / production floor and in any other areas of operation. | IS: 177- 1989 (Reaffirmed in 2003), Variety 3 standard | | |
| | Note: Cotton-boiler suits should bear name of the contractors' firm on the back-side of boiler-suit in legible manner for easy identification. | | | | | |

STC 24.3. Role of Contractors

- STC. 24.3.1. 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.
- STC. 24.3.2. 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 SI. No. 3 or as advised by Safety Department from time to time, according to the job requirement.
- STC. 24.3.3. 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.
- STC. 24.3.4. 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.
- STC. 24.3.5. 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.
- STC. 24.3.6. 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.

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STC 24.4. Role of contractors' workmen

- STC. 24.4.1. Adhere to all necessary safety-guidelines at their work-sites and use appropriate PPEs.
- STC. 24.4.2. 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.
- STC. 24.4.3. To communicate proper use of PPEs to their co-workers in the event there is any non-compliance.

STC 24.5. PENAL PROVISIONS FOR NON-COMPLIANCE

| S/N | Type of violation | Penalty (INR) | | | | |
|------|--------------------------------------|--------------------------|--------------------------|--------------------------|---|--|
| | | 1 st Instance | 2 nd Instance | 3 rd Instance | 4 th Instance | |
| (i) | Not having / not using PPEs properly | INR 10,000/- | INR 15,000/- | INR 20,000/- | Discontinued / debarred from participating in future tender upto 06 | |
| (ii) | Use of defective / non IS PPEs | INR 5,000/- | INR 10,000/- | INR 15,000/- | months / 02 consecutive tenders. | |

STC 24.6. **DISCONTINUATION OF CONTRACT**

STC. 24.6.1. 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.

STC 25 ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा)

STC 25.1. The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

STC 26 ENERGY CONSERVATION (ऊर्जा संरक्षण)

STC 26.1. GRSE will provide power supply at free of cost for execution of job. The vendor 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: 2011.

STC 27 GUARANTEE FOR RAW MATERIAL (अनिर्मित सामग्री की गारंटी)

- STC 27.1. This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.
- STC. 27.1.1. Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.
- STC. 27.1.2. Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. 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.
- STC. 27.1.3. Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

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- STC. 27.1.4. During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.
- STC. 27.1.5. For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

STC 28 MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण)

- STC 28.1. Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.
- STC 28.2. Quantity of stiffeners used in transportation are to be mentioned in delivery challanclearly indicating whether the stiffeners are: -
- STC. 28.2.1. Temporary stiffeners supplied by vendor.
- STC. 28.2.2. Sections of ABS quality supplied by GRSE.
- STC 28.3. While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

STC 29 INSURANCE (बीमा)

- STC 29.1. In case the sub-contracted job has to be executed at contractor's premises, 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 following:
 - STC. 29.1.1. Fire as per AIFT including EQ, STFI at Contractors premises.
- STC. 29.1.2. Burglary including theft during Storage at Contractors premises.
- STC. 29.1.3. Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- STC. 29.1.4. Loading & unloading including TP liability at all fabricator's premises.
- STC. 29.1.5. Loss due to infidelity of contractors whilst in storage.
- STC. 29.1.6. Spoilage of material by contractors by any accidental reasons whatsoever.
- STC 29.2. 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.
- STC 29.3. For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.
- STC 30 SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड)
- STC 30.1. One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- STC 30.2. Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
- STC 30.3. Details of technical personnel deployed for the job.
- STC 30.4. Monthly progress report.
- STC 30.5. Log book for re-work/ modification.
- STC 30.6. Details of materials brought by vendor along with copies of challan.

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- STC 30.7. 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 liquidated damages.
- STC 30.8. Sufficient Supervisory Staff should be provided by the contractor during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to the contractor and loss incurred will be recovered from the contractor.

STC 31 WORKING HOURS (कार्य समय)

STC 31.1. The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) 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 as per NIT Terms.

STC 32 RISK PURCHASE (जोखिम खरीद)

- STC 32.1. In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of subcontractor.
- STC 32.2. GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

STC 33 INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता)

STC 33.1. 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.

STC 34 SECRECY OF INFORMATION (सूचना की गोपनियता)

- STC 34.1. All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.
- STC 34.2. 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.
- STC 34.3. Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

STC 35 REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण)

STC 35.1. The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.

STC 36 CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान)

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STC 36.1. 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.

STC 37 INSPECTION (निरीक्षण)

- STC 37.1. Quality assurance authority: As per NIT/SOTR.
- STC 37.2. 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.
- STC 37.3. 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.
- STC 37.4. 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.

STC 38 CORRECTION OF ERRORS (त्रुटि सुधार)

STC 38.1. Bids determined to be responsive will be checked by GRSE for any arithmetic error. Errors will be corrected by GRSE as follows:

STC 38.2. For Manual Tendering: -

- STC. 38.2.1. Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- STC. 38.2.2. 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.

STC 38.3. For Tendering through NIC Portal: -

STC. 38.3.1. 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.

STC 38.4. For Tendering through GeM Portal: -

STC. 38.4.1. Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, 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.

STC 39 FORCE MAJEURE (अप्रत्याशित घटना):

STC 39.1. 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

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- performances of the contractual obligation shall then be extended by period not more than the duration of such events.
- STC 39.2. 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.

STC 40 TERMINATION OF CONTRACT (अनुबंध की समाप्ती)

STC 40.1. 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.

STC 41 DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती)

STC 41.1. 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 personnel. The cost of such damage will be suitably recovered from contractor's bills.

STC 42 OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान)

STC 42.1. 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.

STC 43 ARBITRATION (मध्यस्थता)

- STC 43.1. 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.
- STC 43.2. 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.
- STC 43.3. 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.
- STC 43.4. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- STC 43.5. 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.
- STC 43.6. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

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- STC 43.7. 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.
- STC 43.8. The language of the proceeding shall be in English.

STC 44 JURISDICTION (न्याय अधिकार)

- STC 44.1. Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
- STC 44.2. 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.
- STC 44.3. 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.
- STC 44.4. GRSE 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.
- STC 44.5. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

STC 45 PREVALANCE OF NIT/STAC & CLARIFICATION

- STC 45.1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
- STC 45.2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

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<u>ANNEXURE - 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY</u> DURING LAST 03 YEARS

(To be submitted in Letterhead of bidder)

| | (10 be submitted in Letternead of bidder) |
|----|---|
| | |
| 1. | Name of the Bidder: |

- 2. Job Description:
- 3. Tender Reference:

(A) Details of Executed relevant jobs:

| SI. No | Description of Executed relevant jobs | Order No. & Date (Supporting soft or, hard copy to be submitted) | 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 (Supporting soft or, hard copy to be submitted) |
|--------|---------------------------------------|--|---|-------------------|------------------------|-----------------|---|--|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Note: Please add additional pages if required

| (Signature of Authorized Representative) |
|--|
| Date: |
| Name: |
| Designation: |

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ANNEXURE-4: FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Letterhead of bidder)

| Name of the Bidder with Address: Job Description: | Date: |
|--|--------------------------------------|
| 3. <u>Tender Reference:</u> | |
| Sub: SELF-CERTIFICATION | |
| I / We, Proprietor/ Partner(s)/ Director(s) of M/s | hereby declare that our |
| firm/company namely M/shave neither been | en blacklisted nor have received any |
| tender holiday by any PSUs/Central & State Govt. Organizations or any oth | er Government / Quasi Government |
| Organizations during last 03 (three) years ending on(date) from tak | ing part in Government tenders. |
| Or I / We Proprietor/ Partner(s)/ Director(s) of M/s | hereby declare that our |
| firm/company namely M/shas received tende | • |
| (name of PSUs/Central & State Govt. Organizations or any other | • |
| Organizations) from taking part in Government tenders for a period of | months w.e.f |
| to(date). The period is over on(date) and ne | ow our firm/company is entitled to |
| take part in Government tenders. (relevant withdrawal/revocation docume | nt is attached). |
| In case the above information is found inappropriate / false, I/We are fully | y 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 to | aken 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 | |

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*Strike out / omit whichever is not applicable



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

| | | (10 be submitted in Letternedd or bidder) |
|----|---------------------|---|
| | | |
| _ | | |
| 1. | Name of the Bidder: | |

- _ .._ ...
- 2. <u>Job Description:</u>
- 3. Tender Reference:
- 4. Details of Existing relevant jobs:

| | | SI. No. |
|--|-------------------------------|--|
| | Description of | Description of Existing relevant jobs |
| | Order No., D (Supporting s | Order No., Date & Value (in INR) (Supporting soft or, hard copy to be submitted) |
| | Start & Con | Start & Completion date as per Order |
| | Actı | Actual start date |
| | Ord | Order placed by |
| | Scope of wor (Ta | Scope of work for existing contract (To quantify) |
| | NSK | |
| | SSK | |
| | SK | Deployment of operatives for the |
| | HSK | existing contract (category wise) |
| | Equipment | |

| (Signature of Authorized Representative with official seal) |
|---|
| Date: |
| Name: |
| Designation: |

Note: Please add additional pages if required.

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

(To be submitted in Letterhead of bidder)

| 8. | Details of Existi | ing relevant jobs: | | | |
|----------|-------------------|----------------------|---------------------------|-----------------------------|------------|
| | | | | | |
| SI. No. | D | eployment of operati | ives per month for the Te | endered job contract (cated | gory wise) |
| 31. INO. | USK | SSK | SK | HSK | Equipment |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(Signature of Authorized Representative with official seal)

Date:

5.

7.

Name of the Bidder:

Job Description:

Tender Reference:

Name:

Designation:

Note: Please add additional pages if required.

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

- 1. Name of the Bidder:
- 2. <u>Job Description:</u>
- 3. <u>Tender Reference:</u>

| Bid Number | | |
|--|--|--|
| Job Title: | | |
| Bidder's Name | | |
| Proprietorship / Partnership / JV / Consortium | | |
| Bidder's Address | | |
| Phone | | |
| E-mail | | |
| Vendor Regn No. with GRSE (if applicable) | | |
| MSME / MSE (Details if applicable) | | |
| NSIC (Registration Details & Certificate Number, | if applicable) | |
| GST Registration | | |
| PAN No. | | |
| GEM UNIQUE SELLER ID | | |
| TreDS Regn No. | | |
| PF Details | | |
| ESI Details | | |
| ROC/ Trade Licence | | |
| Joint Venture/ Consortium agreement (if applica | ble) | |
| EMD (Details of Instrument, if applicable) | | |
| ACCEPTANCE MATRIX FOR NIT [indicate SUBN | MITTED (WITHOUT DEVIATION) / SUBMITTED | |
| (WITH DEVIATION) / NOT SUBMITTED] ACCEPTANCE MATRIX FOR STAC [indicate SUBMITTED] | PARTTED (ARITHOLIT DEVIATION) CLIPARITED | |
| (WITH DEVIATION), NOT SUBMITTED] | SMITTED (WITHOUT DEVIATION), SUBMITTED | |
| ACCEPTANCE MATRIX FOR SOTR [indicate SUI (WITH DEVIATION), NOT SUBMITTED] | BMITTED (WITHOUT DEVIATION), SUBMITTED | |
| FORMAT FOR TECHNICAL ELIGIBILITY [indicat | e SUBMITTED / NOT SUBMITTED] | |
| DISCLOSURE BY CONTRACTOR OF EXISTING V [indicate SUBMITTED / NOT SUBMITTED] | WORK | |
| FORMAT FOR FINANCIAL ELEGIBILITY CRITER | IIA | |
| [indicate SUBMITTED / NOT SUBMITTED] | | |
| AVERAGE ANNUAL TURNOVER FOR LAST 3 F | NANCIAL YEARS ENDING ON 31-Mar-2022 | |
| TURNOVER FOR FY 2023-2 4 | 4 | |
| TURNOVER FOR FY 2022-2 : | 3 | |
| TURNOVER FOR FY 2021-2 2 | 2 | |
| Submission of DOCUMENTS IN SUPPORT OF [indicate SUBMITTED / NOT SUBMITTED] | FINANCIAL ELIGIBILITY CRITERIA | |
| SELF-CERTIFICATION FOR DECLARATION REG [indicate SUBMITTED / NOT SUBMITTED and if p | | |
| NON-DISCLOSURE AGREEMENT (in non-judic [indicate SUBMITTED / NOT SUBMITTED and refe | | |
| INTIGRITY PACT (in non-judicial stamp paper [indicate SUBMITTED / NOT SUBMITTED and refe | | |

(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

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

Signature of Vendor's representative with Seal/Stamp

For GRSE Use Only

| В. | To be checked and verified by Bill certifying authority (Put \sqrt{Mark}) | YES | NO | NA |
|------|---|-----|----|----|
| 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 | | | |
| | For Final/Balance Bill (Put √ Mark) | | | |
| 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

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ANNEXURE-10: NON-DISCLOSURE AGREEMENT

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

| | This Non-Disclosure Agreement executed thisDay of2024. |
|-----|--|
| | 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: - |
| l. | 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 |

1.

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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.
- 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.

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- 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 | F | OR M/s |
|---|------------|---------------|
| Signature: | Signature: | |
| Name: | Name: | |
| Address: | Address: | |
| WITNESS 1 | | WITNESS 2 |
| Signature: | Signature: | |
| Name: | Name: | |
| Address: | Address: | |

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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. Note: 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. |
| MAIN | TENANCE OF REGIS | STERS | 1 | |
| 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 |
|------------|--|----------------------|----------------|---|
| 80 | 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 Shram Suvidha Portal to the Registering Officer within 31st Jan of the following year. |

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

| SI. | Relevant Statues | Responsibility | Compliances to be ensured as per the Statute |
|-------------|---|----------------|---|
| No . | The Factories Act, | Contractor | Leave with Wages: Every worker who has worked |
| | 1948 & West Bengal Factories Rules, 1958 | | 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. |
| | | | 2. Payment of Overtime: 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. |
| | | | Hours of Work: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. |
| | | | 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. |
| 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 | Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen. |
| | | Contractor | 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. |



| SI. No. | Relevant Statues | Responsibility | Compliances to be ensured as per the Statute | |
|------------|---------------------------------------|----------------|---|--|
| 05 | The ESI Act, 1948 | Contractor | 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. | |

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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.



ANNEXURE-11: PENALTY FOR NON-CLEANING OF WORK AREA POST-JOB COMPLETION



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

निदेशक (कार्मिक) का सचिवालय / D(P)'s Secretariat

संदर्भ सं / Ref No.: D(P)/TY/24/172

Date: 30 दिसंबर / Dec 2024

PENALTY FOR NON-CLEANING OF WORK AREA POST-JOB COMPLETION

To All Contractors

- 1. It has been observed with serious concern that work areas onboard ships are often left uncleaned after job completion which causes waste accumulation, workflow disruptions, and safety hazards. Some of the examples are as follows:
 - (i) non-removal of blasting grits after blasting activity.
 - (ii) left over remaining electrodes, plastic welding spool after welding activity.
 - (iii) left over Oxyfuel gas hose of gas cutting sets after gas cutting activity.
 - (iv) Remain Welding set in on condition.
 - (v) left over damaged/unused grinding wheel/cutting wheel after grinding and cutting activity.
 - (vi) left over empty paint drums, thinner drums, painting machines and Spray-painting kit after painting activity.
 - (vii) left over scraps & loose material after fabrication activity.
 - (viii) left over Die Penetrant testing kit after D.P. test.
 - (ix) left over cotton jute & waste after cleaning activity.
 - (x) left over plastic wrappers removed from machinery items.
 - (xi) left over excess / unused/cut piece cable after cable laying work.
 - (xii) left over excess / unused insulation materials, cartoon box, gasket, drawing paper, plastic bottles and polyethene's, etc.
 - (xiii) Any flammable or hazardous items (liquid or solid).

Contd... P/2

In addition, some of the contractors' workmen are spitting pan & gutkha & do urinal inside the ships which not only affects swacchata of the workplace but also gives a bad impression of cleanliness culture of GRSE.

- 2. To address this issue, the following guidelines are being enforced:
 - 2.1 Responsibility of Cleaning Work Areas: Contractors must ensure that work areas are cleaned immediately after the completion of tasks and no worker should spit inside the compartments onboard the ships.
 - 2.2. *Penalty for Non-Compliance:* Failure to clean the work area and spitting will result in the imposition of stringent penalties, including but not limited to:
 - (i) Monetary fines: Rs. 5000/- per instance on defaulter company.
 - (ii) Debar the concerned contractors' workman from entering the unit for maximum 10 (ten) days period in each instance of violation.
 - (iii) Temporary or permanent debarment from participating in future tenders of GRSE.
- 3. All contractors are advised to comply strictly with this directive to maintain a safe and efficient working environment.

DIG Subrato Ghosh, ICG (Retd.)

Director (Personnel)



ANNEXURE-12: PAYMENT FOR UTILISATION OF PORTABLE ACS BY VENDORS

GRSE will allow fitment of portable ACs at the vendors' premises/PORTA cabins on chargeable basis. Following to be complied with respect to installation / usage of AC machines: -

(a) Installation of New AC Machines.

- (i) ACs are to be of 5-Star Green rating upto a maximum of 1.5 Tons.
- (ii) Vendors to seek installation clearance from ES&CM department. Post accord of clearance by ES&CM, vendor to install the AC and take power supply from designated place shown by the ES&CM dept.
- (iii) All cables, RCCB, socket etc required for connection of the AC are to be arranged by the respective vendor.
- (iv) Post completion of installation, an inspection will be carried out by the ES Dept for readiness to energise. Same procedure will be followed in case vendor willing to discontinue this facility.
- (v) Charges toward electrical bills will be on monthly fixed rate basis @ 700.00 per month per AC irrespective of utilization / restriction of utilization.
- (vi)In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will applicable for the said month in which the AC will be disconnected.
- (vii) Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

(b) **Usage of Existing AC Machine**

- (i) Vendors to apply for inspection of the installed AC by ES Dept. Any observations made by ES&CM dept during the inspection process are to be liquidated by the vendor. Cables, RCCB, socket etc, if required to be replaced, are to be undertaken by the vendor at his own cost.
- (ii) Charges toward electrical bills will be on monthly fixed rate basis @ 850.00 per month (for below five stars rating) and ₹ 700.00 per month (for five stars rating) irrespective of utilization / restriction of utilization.
- (viii) In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will applicable for the said month in which the AC will be disconnected.
- (ix) Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

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