

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

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CIN / सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT) / निविदा आमंत्रण सूचना

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

NIT ref. No / निविदा संख्या: SCC/SM/OT/MS Dock Stool/MPV/0071/RA-3249 Dated 15.07.2025				
Job Title / कार्य का नाम		FABRICATION OF STEEL DOCK STOOL FOR MPV & OTHER PROJECTS		
SOR No:	_	MPV/MS Dock Stool/18/3050-3053 Dated 26 Jun 2025 (Annexure-1A)		
Tender issuing Dept. / बिभाग द्वारा जारी	Contrac	Contract Cell (संविदा बिभाग)		
Cardinal Dates				
Date of Prebid Query Submission			Not Applicable	Not Applicable
Date of Prebid Meeting / बोलीपूर्ब बैठक			Not Applicable	Not Applicable
Tender Submission Due Date निविदा जमा की अंतिम तिथी			18-July-2025	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथी		18-July-2025	16:00 hrs.	
Contact Persons:				
or other technical Terms E-mail		ripa Charya Rai, SM (Dock, RBD) l: <u>Rai.Kripacharya@grse.co.in</u> le no.: + 91- 9163331765		
Terms & Conditions E-mail: I			andip Mondal, M (Contract Cell) I: Mondal.Sandip@grse.co.in le no.: + 91- 8584888195	



NIT TERMS & REQUIREMENTS

SI. No.	Description	Reference	Requirement of NIT
1.	TENDER FEE	STAC	Not Applicable
2.	EARNEST MONEY DEPOSIT (EMD)	STAC	Not Applicable
3.	DETERMINATION OF L1	Article – 15	L1 bidder will be decided through Reverse Auction on TOTALITY BASIS excluding GST .
4.	SECURITY DEPOSIT	Article – 22 (1)	5% of total Order value (inclusive of taxes).
5.	PERFORMANCE GUARANTEE	Article – 22 (2)	Applicable.
6.	LIQUIDATED DAMAGES	Article – 22 (9)	0.5% per week, Max. 5% of unexecuted job
7.	TECHNICAL ELIGIBILITY CRITERIA	Article -1 & Annexure-1A	As per Clause-10 of SOTR (Annexure-1A)
8.	FINANCIAL ELIGIBILITY CRITERIA	Article -2	Not Applicable
9.	VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS	Article – 3	Submission of the self-certification as per relevant format (Annexure-5) is mandatory. On non-submission of the declaration the bidder may be treated as non-responsive, and their offer may be rejected.
10.	OFFER VALIDITY	Article – 4	180 days from date of opening of Techno-commercial offer.
11.	BOQ	Article-6	As detailed at Article-6 & Annexure-1B
12.	TENURE OF CONTRACT	Annexure-1B Article – 8	12 Months from date of placement of Contract
			/ LOA. However, the in case of GRSE requirement contract period may be extended for another 01 year or part thereof based on mutua agreement of GRSE & the Vendor.
13.	MOBILIZATION PERIOD	Article – 9(a) & Clause – 6 of SOR Annexure-1A	07 days from the date of receipt of LOA /PO.
14.	JOB STARTING DATE	Article – 9(b)	Job to be started as per instruction of CGM/ GM / SM Dock/SM Hull Shop or his nominated officer.
15.	JOB COMPLETION SCHEDULE / DELIVERY PERIOD	Article – 9(c)	Job to be completed as specified in SOTR or as per requirement of GRSE.
16.	DEMOBILIZATION PERIOD	Article – 9(d)	Not Applicable.
17.	GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD	Article – 10	Applicable.
18.	ESCALATION	Article – 12	Not Applicable.
19.	AWARDING JOBS TO MULTIPLE BIDDERS	Article – 16(a)	Separate bidder against each line item: Applicable.
		Article – 16(b)	Ratio of Distribution:
			(a) GRSE wishes to engage multiple bidders for the tendered work subject to the bidders accepting the rate established with L1.
			(b) The rate established with L1 bidder will be offered to other qualified bidders in bid



Description	Reference	Requirement of NIT
		ranking (ascending order i.e. L2, L3) with respect to price offer.
		(c) GRSE intends to distribute the tendered quantity of job to 03 bidders in the ratio of 50:25:25. The ratio is indicative only and may vary as per actual requirement of the yards / ships and work orders shall be issued accordingly.
		(d) In case L1 rate is accepted by one bidder only other than L1, then the tendered quantity will be distributed among 02 bidders in the ratio of 60:40.
		(e) In case non-acceptance of established L1 rate by bidders other than L1, 100% of the job may be loaded in phases on L1 vendor based on performance.
		(f) In case of non-performance / poor performance by the engaged contractors or increase in quantity beyond the tender the distribution ratio may vary.
INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORS (IFM)	Article – 18	Not Applicable
PAYMENT TERMS	Article – 22 (3) & Annexure-1C	Terms mentioned at Article-22(3) and hereinunder shall prevail over SOTR.
		a) The 90% bill amount along with GST will be released on monthly progressive basis within 30 days after inspection of stool by inspection authority. Online submission of GST e-invoice through OBPS portal duly certified by CGM/ GM /PL-MPV or his nominated officer based on satisfactory Work Done Certificate issued by WDC authority ore his nominated officer. 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
	INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORS (IEM)	INTEGRITY PACT & Article – 18 INDEPENDENT EXTERNAL MONITORS (IEM) PAYMENT TERMS Article – 22 (3) &



SI. No.	Description	Reference	Requirement of NIT
	•		c) Payment will be made on actual
			certification basis through ECS/NEFT
			mode.
			Note:
			d) All Vendors having turnover above Rs.5
			Crore have to mandatorily submit
			E-Invoice.
			e) 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).
			f) Invoice in hard copy is not desirable.
			g) Gate in entry date will be treated as
			gate stamped date.
			h) Work Done/Completion certifying
			authority must be at least at the level of Dy. Manager.
22.	QUALITY ASSURANCE /	STC-37	Inspection by Dock dept.
	INSPECTION	310 37	inspection by book dept.
23.	WORK DONE CERTIFICATE	Article – 22	SM(DOCK-RBD)/ SM(Hull-RBD) or their
	AUTHORITY		nominated officer.
24.	BILL CERTIFYING	Article – 22	CGM/GM/PL -MPV or his nominated officer.
	AUTHORITY		
25.	NON-DISCLOSURE AGREEMENT	Annexure-12	Not Applicable
26.	COLLECTION OF RAW	Article – 22	Applicable
	MATERIAL AND DELIVERY		
	OF COMPLETE MATERIALS		
27.	MATERIAL	Article – 22	Applicable
28.	RECONCILIATION SPECIAL TERMS &		Offers from vendors who have been issued
20.	REQUIREMENTS OF THIS		notice / correspondence by GRSE for poor /
	TENDER		non-performance within last 6 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 interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids** (Part I: Techno-Commercial & Part II- Price Bid) through e-tendering mode for the work of "FABRICATION OF STEEL DOCK STOOL FOR MPV & OTHER PROJECTS".

Detailed Scope of work is mentioned in SOTR (Annexure-1A).

Location: The work is to be carried out at any Unit of GRSE.

ARTICLE/अनुछेद 1. TECHNICAL ELIGIBILITY CRITERIA तकनीकी मापदंड

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

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

ARTICLE/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 as per actual requirement of GRSE.



- (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.

Item SI. No.	Job Description	иом	QUANTITY	SAC	GST %
	Services for fabrication of 900 mm high	KG	1,00,000		
10	stools				
	25,000 kg. (each) x 04 ships				
	TOTAL				

L1 bidder will be decided through Reverse Auction on TOTALITY BASIS excluding GST.

Note:

- a) Rate to be quoted in INR only
- b) UOM- Unit of Measurement
- c) KG Kilogram
- d) 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).

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, Drawings and GRSE requirement. In case of doubt, instructions of the Engineer-in-charge/ PL / 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 9. 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 / কার্য आरम्भ तिथी** Job is to be started immediately after mobilization as per direction of WDC Authority / Bill Certifying Authority / their authorized representatives / as specified in the NIT Terms & Requirements.
- (C) **Job Completion Schedule / Delivery Period** -The job is required to be completed within time limit as specified at NIT Terms & Requirements.
- (d) Demobilization Period Vendor has to demobilize his equipment and vacate GRSE premises within time period mentioned in NIT Terms & Requirements. In case of failure to complete demobilization within indicated time-period, penalty will be charged by GRSE and the amount will be deducted from the bill of the vendor.

ARTICLE/अनुछेद 10. GUARANTEE & WARRANTY गारंटी एवं वारंटी (Not Applicable)

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 मूल्

- (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.
- (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.
- (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. DETERMINATION OF L1 एल-1 का चयन

- (a) L1 bidder will be decided through Reverse Auction on TOTALITY BASIS excluding GST.
- (b) However, in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article-14 above.

ARTICLE/अनुछेद 16. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य (Not Applicable)

(a) Separate bidder may be engaged against each line item mentioned in BOQ based on L1 determination (as mentioned at Article-15 above) as specified at **NIT Terms & Requirements**.



(b) GRSE wishes to engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder. The ratio of distribution shall be as indicated in **NIT Terms & Requirements**.

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, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
- ii. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- iii. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
 - GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
- iv. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- v. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.



- x. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture / Consortium [Ref. STAC (Annexure 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part-I bid.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
 - a) In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from SOTR authority prior submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Sandip Mondal, Manager (Contract), GRSE (Main Unit) e-mail: Mondal.Sandip@grse.co.in Mobile no. +91-8584888195.
 - c) Any difficulty in submitting / uploading of e-tender or for any system help Mr. Saraswata Palit, SR. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
- 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.
- 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.

q) 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 प्रतिभृति 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 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. Security Deposit shall be released on completion of Rate Contract Tenure subject to satisfactory execution of entrusted jobs through LOA / PO against the Rate Contract.

2. Performance Guarantee:

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

3. Payment Terms भुगतान की शर्तें:

- 3.1 The contractor shall submit the R/A bills in triplicate along with all necessary / required supporting documents, measurement sheet etc.
- 3.2 **Percentage** of the value of actual work done as specified at NIT Terms & Requirements will be paid progressively against R/A bill. The amount shall be evaluated on the basis of actual completed works, against the BOQ item and Unit Rates, on certification of quantum and quality of work by Engineer / Engineer's Representative.
- 3.3 **Remaining Percentage** of the certified value of work shall be released on following as specified in NIT Terms & Requirements: -

Completion of the Guarantee period / defect liability period subject to satisfactory liquidation of defects duly certified by Bill Certifying Authority.

OR

Submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.

For release of this remaining percentage i.e. retention money (if any) either after guarantee period or on submission of PBG; work done certificate shall not be required. For releasing PBG after expiry of guarantee period, the PBG release application to be submitted to Contract Cell duly certified by Bill Certifying Authority.

- 3.4 Moreover, release of payment shall be subjected to payment of wages to engaged workforce (complying to minimum wages (as notified by Office of Chief Labour Commissioner, Govt. of India time to time), clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor. The following shall be applicable in this regard:
 - (i) Payment of Wages to engaged employees / workmen should be made through individual Bank A/C on monthly basis. Cash payment is not permissible.
 - (ii) Completion of PF-UAN seeding and activation of all of their employees / workmen as UAN would be the key field in ECR generation.
 - (iii) Compliance to Contract Labour Act requirements as per Appendix A, B & C as uploaded in GRSE website in support of this tender as indicated in NIT.
- 3.5 The Bill is to be accompanied with a declaration of Contractor in regard to compliance of all Statutory Dues including PF, ESI and other labour oriented mandatory liabilities of the Contractor. The declaration is to be submitted in letter head of the Contractor. In case the declaration emerges to be false as on date of declaration, stringent action (including
 - but not limited to Tender Holiday & Suspension of Business) may be initiated by GRSE. In case of non-submission of the declaration, the bill shall be treated as incomplete and shall be rejected.

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

Work done certificate will be certified by officer SM(DOCK)/ SM(Hull) or their nominated officer.

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 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 Certifying Authority बिल प्रमाणन प्राधीकर:

As mentioned at NIT Terms & Requirements.

6. Bill Submission बिल प्रस्तुति:

Bill to be raised through OBPS portal after WDC certification.

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

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

- (a) Raw materials will be required to be collected from GRSE against submission of Material Guarantee Deposit on form of Demand Draft / Bank Guarantee (as per GRSE format) amounting to value as specified at NIT Terms & Requirements OR the equivalent value of material as that will remain in the custody of the firm during the execution of the work ONLY in case of materials taken outside GRSE premises. Transportation of materials from GRSE to sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE are the responsibility of the contractor.
- (b) Indemnity Bond affixing the Common Seal from the registered sub-contractors can be accepted but it should be backed by Insurance Coverage with GRSE as the beneficiary on case-to-case basis with due approval of the management. GRSE registered vendor who are interested to submit Indemnity Bond backed by Insurance coverage should indicate clearly in their offer.

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

Vendors are to furnish the material reconciliation statement (running MRS) for all free issue materials, ONLY in case of materials taken outside GRSE premises against each consignment immediately on delivery of the same but not later than 30 days of delivery, showing details of raw materials received and material returned or as specified in at **NIT Terms & Requirements**. Any excess consumption of material on account of wastage / damage / re-work attributable to the Contractor, shall be liability of the Contractor and shall be recovered from the receivables of the Contractor from GRSE or otherwise.

In case received material is less than issued material the cost of the material not received shall be recovered from the Contractor as per terms specified at **NIT Terms & Requirements.**

The MRS should be submitted with documentary evidence of material issued & returned duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS.

9. 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.

10. 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.

11. 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.

12. TRANSPORTATION (Not applicable): -

Transportation of raw steel plates from GRSE to sub-contractors' premises and transportation of raw / semi-finished / finished primed steel plates from sub-contractor's premises up to GRSE is the responsibility of the contractor. GRSE will do loading & unloading of the steel plates at GRSE with assistance from the subcontractor.

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



21.	Guide line for Bank Guarantee (please refer www. grse.in →Tender→Enclosures Related to
	tenders of Sub-Contracting Activities)

ARTICLE/अनुछेद 24. DOCUMENTS TO BE UPLOADED अपलोड हेत् 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.	Integrity Pact		
4.	Registration Certificate of the Company with ROC / Trade License		
5.	PAN, TAN, GST		
6.	Copies of registration with PF, ESI authorities.		
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID		
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS). In absence of the same, offers of MSMEs may be liable to rejection.		
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)		
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)		
11.	Acceptance Matrix for NIT		
12.	Acceptance Matrix for Standard Terms & Conditions		
13.	Acceptance Matrix for SoTR		
14.	Format for Technical Eligibility Criteria		
15.	Format for Financial Eligibility Criteria		
16.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'21 in support of Financial Eligibility.		
17.	Self-Certification for Blacklisting / Tender Holiday		
18.	Disclosure by Contractor of existing work load		
19.	Disclosure by Contractor of proposed execution plan including proposed deployment of resources of this tendered job		
20.	Work execution plan / schedule in MS Project clearly indicating dependencies		
21.	Confirmation by Bidder & Checklist for Bid Submission		
NON-S	NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID		

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 Registration Number is only applicable for MSME firms</u>.

The Bidders not registered for SI. 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 SI. 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

/जनुष्ठ५ 25.	DOCUMENTS IN PHISICAL FORM TO SOBIN	<u>।।। पारसायम् अयम् जा जना पररा ह</u>			
	PHYSICAL SUBMISSION				
1	EMD Instrument	Within 05 days from opening of Part I bid			
2	Integrity Pact & Non-Disclosure Agreement (as applicable)	Within 05 days from opening of Part I bid			
NOTE:	If instruments submitted through demand draft, the same to be drawn in favor of	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED			
	The demand drafts should be payable at KOLKATA				
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of General Manager (CC, HP & IP), Commercial Department, 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).				
NOI	NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO				
	REJECTION OF BID				

ARTICLE/अनुछेद 26. SUBMISSION OF BID बिड की पेशी

- i. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 05 days from opening of Part I bid.
- ii. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- iii. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- iv. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE/अनुछेद 27. PRE-BID MEETING बोलीपूर्व बैठक:- Not Applicable.



(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 REQUIREMENTS (SoR)

NIT SLA No / निविदा संख्या:	SCC/SM/OT/MS Dock Stool/MPV/0071/RA-3249 Dated 28.06.2025
Job Title / कार्य का नाम	FABRICATION OF STEEL DOCK STOOL FOR MPV
SOR No:	MPV/MS Dock Stool/18/3050-3053 Dated 26 Jun 2025 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)



GRSE Ltd. Dept. : RBD.	SCOPE OF WORK FOR SERVICES FOR FABRICATION OF STEEL DOCK STOOL FOR	SOR No. MPV/MS Dock Stool/18/3050-3053 Sheet 1 of 3
Yard No. : MPV	MPV	Rev: 02
Group : Hull		Ref: GRSE Drg. As attached
	Prepared by: Sr. Mgr. Dock	Checked: GM RBD
	Date : 26 Jun 2025	Date: 26 Jun 2025

1. <u>INTENT</u>

It is the intention of GRSE to sub-contract the required services for fabrication of MS Dock Stool as per enclosed drawing. The same is required to enable new constructions of MPV at RBD for the first time.

2. CONTRACTOR'S SCOPE OF WORK

The work encompasses the following

- A) Collection of the material as available from GRSE.
- B) Fabrication and erection of Dock stools as per enclosed drawing GRSE Drgs.
- C) Getting items inspected by GRSE Dock Dept.
- D) Duly inspected item is to be delivered to GRSE with their own transport along with Material Reconciliation Statement (MRS) (this will not be applicable if made inside GRSE).
- E) Vendor has the option of making the items inside GRSE also.

3. CONTRACTOR 'S SCOPE OF SUPPLY

- A) Welding Machines
- B) DA and Oxygen cylinders
- C) Gas Cutting Torch, Hoses and accessories
- D) All safety gadgets.
- E) Any other items not mentioned in GRSE scope of supply.
- F) All consumables including paint.

4. GRSE'S SCOPE OF SUPPLY

Steel plates, pipes, Sections as applicable as per drawings.

Inspection by Dock dept.

6. Work is to be completed within 30 days after PO placement.

As the work is to be done by using the nearest available steel plate and pipes to those indicated in the drawing. Prior issue of drawing the acceptance of the nearest available plate / pipe as suitable is to be taken from GM RBD / SM Dock/SM Hull Shop.



GRSE Ltd. Dept. : RBD.	SCOPE OF WORK FOR SERVICES FOR FABRICATION OF STEEL DOCK STOOL FOR	SOR No. MPV/MS Dock Stool/18/3050-3053 Sheet 2 of 3
Yard No. : MPV	MPV	Rev: 02
Group : Hull		Ref: GRSE Drg. As attached
	Prepared by: Sr. Mgr. Dock	Checked: GM RBD
	Date : 26 Jun 2025	Date: 26 Jun 2025

Further as the plates as pre-blasted and primed at GRSE, there is no requirement of blasting, however each block is to be completely hard wire brushed all loose material dust old paint etc is to be removed and then paint is to be applied

7. Payment terms: Inspection note is to be issued by SM Dock. The payment shall be made on completion of works as per work completion certificate. WDC will be issued by SM Dock RBD based on actual weight and bill will be certified by GM RBD/PL MPV.

8. Method of Quotation:

Work	Quantum	<u>Rate</u>	<u>Total</u>
SERVICES FOR	25000 kg for each ship.		
FABRICATION OF 900	Total 100000 kg for 04		
MM HIGH STOOLS	Nos. vessel		

9. Misc. points:

- a) Statutory HR requirements for the work to be met if undertaken inside GRSE.
- b) <u>Hindrance Register</u> To be maintained by the sub-contractor and put up for approval by the Project Leader on weekly basis.

c) <u>Safety</u>

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

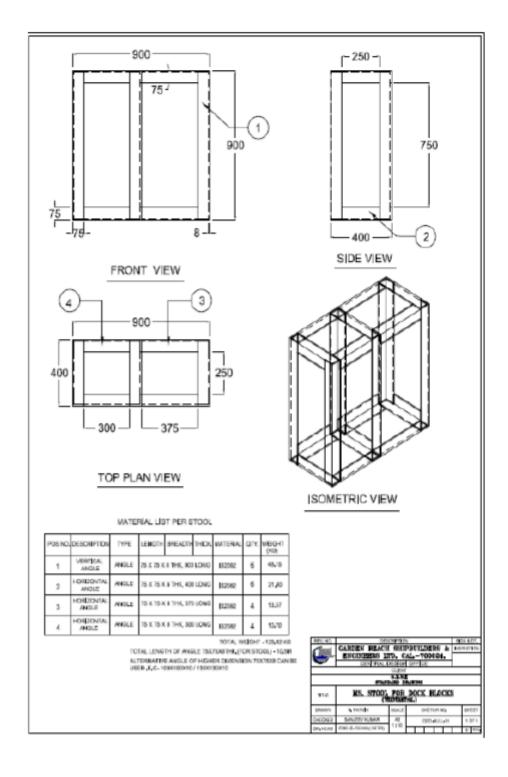
10. Technical Eligibility Criteria:

The vendor must have the experience of fabrication of seats, steel stool, structural modification work/hull fabrication/panel assembly in last five years in a ship building industry.

11. Guarantee & Warranty; One year for welding work only from date of completion.



GRSE Ltd.		SOR No. MPV/MS Dock	
Dept. : RBD.	SCOPE OF WORK FOR SERVICES FOR	Stool/18/3050-3053	
	FABRICATION OF STEEL DOCK STOOL FOR	Sheet 3 of 3	
Yard No. : MPV	MPV	Rev: 02	
Group : Hull		Ref: GRSE Drg. As attached	
	Prepared by: Sr. Mgr. Dock	Checked: GM RBD	
	Date : 26 Jun 2025	Date: 26 Jun 2025	





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

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CIN / सी आई एन: L35111WB1934GOI007891

NIT SLA No / निविदा संख्या:	SCC/SM/OT/MS Dock Stool/MPV/0071/RA-3249 Dated 28.06.2025			
Job Title / कार्य का नाम	FABRICATION OF STEEL DOCK STOOL FOR MPV & OTHER PROJECTS			
SOR No:	MPV/MS Dock Stool/18/3050-3053 Dated 26 Jun 2025 (Annexure-1A)			
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)			

ANNEXURE-1B: BILL OF QUANTITIES

- (a) BOQ as part of SOTR given in the tender is tentative.
- (b) Quantity may vary according to actual requirement of job during the period of the contract. The selected Bidder has to execute the required quantity at same rate and terms & condition as per requirement of GRSE.
- (c) Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.
- (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.
- (e) The tentative quantity for 01 (One) years period against this tender is as detailed below: -.

BOQ is as follows:

Line Item	Description	UoM	Quantity	SAC	GST %
10	Services for fabrication of 900 mm high stools (25000 kg for each ship. Total 100000 kg for 04 Nos. vessel)	KG	1,00,000		

L1 offer shall be evaluated through Reverse Auction on TOTALITY BASIS excluding GST.

Note:

- i. Rate to be quoted in INR only
- ii. UOM- Unit of Measurement
- iii. KG- Kilogram
- 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).

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

Price breakup in provided EXCEL format is to be enclosed along with Part-2 (Price Offer) after filling up the prices. Price offer without the breakup may not be considered.



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ANNEXURE 1C: PAYMENT TERMS

NIT SLA No / निविदा संख्या:	SCC/SM/OT/MS Dock Stool/MPV/0071/RA-3249 Dated 28.06.2025
Job Title / कार्य का नाम	FABRICATION OF STEEL DOCK STOOL FOR MPV
SOR No:	MPV/MS Dock Stool/18/3050-3053 Dated 26 Jun 2025 (Annexure-1A)
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1. Payment Terms भुगतान की शर्तैं:

- a) The 90% bill amount along with GST will be released on monthly progressive basis within 30 days after inspection of stool by inspection authority. Online submission of GST e-invoice through OBPS portal duly certified by CGM/ GM /PL-MPV or his nominated officer based on satisfactory Work Done Certificate issued by WDC authority ore his nominated officer. 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.
- c) Payment will be made on actual certification basis through ECS/NEFT mode.

Note:

- a) All Vendors having turnover above Rs.5 Crore have to mandatorily submit
- b) E-Invoice.
- c) All Vendors having turnover below Rs. 5 Crore are also to submit E-
- d) Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have
- e) option to created E-Invoice).
- f) Invoice in hard copy is not desirable.
- g) Gate in entry date will be treated as gate stamped date.
- h) Work Done/Completion certifying authority must be at least at the level of Dy. Manager.
- 2. Bill Certifying Authority बिल प्रमाणन प्राधीकर: CGM/GM/PL MPV or his nominated officer.

3. Bill Submission बिल प्रस्तुति:

a. 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 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)

- STC 1 Integrity Pact / समग्रताअनुबंध (Not Applicable for this Tender)
- STC 1.1. All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact if mandated.
- 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 (सुक्ष्मऔरछोटेउद्यम)

- 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 (90/120/180 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. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with



validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within **15 days** from the date of site clearance/receipt of LOA or PO/as specified in the NIT. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

- STC 7.2. 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 7.3. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by PL/ Engineer-in-charge /authorized representative of concerned department through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

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

STC 8.1. Firm will put up Work Done for certification to PL or as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority as applicable. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

STC 9 BILL SUBMISSION (बिल प्रस्तुति)

- STC 9.1. On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually (as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.
- STC 9.2. 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) / EMPLOYEE COMPENSATION POLICY

- 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 10.3. 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 EC Act). Further, it is suggested to cover the Contractor's employees under a Mediclaim policy so that hospitalization benefit can be provided in case of any medical emergency arising during the course of employment.

STC 11 POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रीमकों 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)

- STC 13.1. Guarantee / Warranty is applicable for a Period of as stipulated in NIT Terms & Requirements from the date of completion of work.
- STC 13.2. Workmanship will be guaranteed for satisfactory performance for a period as stated in NIT. 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).
- STC 13.3. 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 (मूल्य)

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 हेतु)

- 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 per requirement of GRSE. Necessary amendment of Purchase Orders will be issued accordingly.

STC 16 UNREASONABLE QUOTES अतर्क संगत भा

STC 16.1. For Job Contract (कार्य संविदा हेत्)

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 analysed w.r.t tender requirement and if the L1 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 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)
- 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. 	(a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN 388 for mechanical hazard	



SI.	Description	Name of	Applicable area of Protection	Standard
No.	Description	PPE	(c) Acid / Alkali Proof Rubber Hand gloves – During handling of acid, skin irritants chemical & solvent etc.	(b) IS 4770 for electrical work (c) EN 420 for general requirement (d) EN 388 for mechanical
(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.	hazard (a) IS: 9473 / EN: 149
		or, Dust mask	 (b) Welding Fume Respirator – To be worn during welding, gas cutting, brazing job etc. (c) Chemical Respirator – To be worn during painting, mixing of paint with solvents & FRP activities handling of acid, skin irritants, chemical & solvents etc. 	(b) IS: 9473 / EN: 149 (c) IS: 15323 (Selection to be made according to the particular chemical hazard)
(vii)	Fall Protection	Double lanyard Safety Belt & harness, automatic fall arrestor	To be worn while working in height: (a) Double Lanyard Full Body Harness – During working at height such as on scaffolding structure / suspended working platform / ship's mast / fragile roof / inclined surface on the roof top or at any other height where there is a possibility of person to fall and get injured.	(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	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)



Name of PPE	Applicable area of Protection	Standard
Breathing Apparatus (SCBA) Set		Hand Gloves (EN-659) Outer Head Protection Helmet (EN-443/1997) and inner Protection EN 1391, Self-Contained Breathing Apparatus(SCBA) Set, as per approval of CE and EN-137 CLASS II standards and Approval of PESO
on Industrial safety face shields with plastic visor		IS 8521 Design of visor may be selected as per design of safety helmet
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
		of operation. oiler suits should bear name of the contractors' firm on the gible 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.

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 स्रक्षा)

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.
- 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)

- Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied STC 28.1. 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. be documentary This statement should submitted with evidence 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.
- 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)

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 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.
- 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.



ANNEXURE – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY DURING LAST 03 YEARS

(To be submitted in Letterhead of bidder)

1. Name of the Bidder:

	2. <u>Job I</u>	Description	<u>ı:</u>							
	3. <u>Tend</u>	ler Referen	ce:							
	(A) Deta	ils of Execu	uted rele	evantj	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 (in INR)	Scope of Work (details & quantity)	Details of Resources / Machinery Deployed	Work completion certificate Ref. No. & date (Supporting soft or, hard copy to be submitted)
			Note	· Plane	o add ad	dition	al pages if	roquirod		
			<u> 140 (e</u> .	. FIEGS	e auu au	uitiOile	ii payes II	equired		
(Siana	ture of Au	ıthorized R	anresen	ntative	.					
Date:	tare or Au	itiioiized N	срієзен	itative	1					
Name:	<u>!</u>									
<u>Desigr</u>	nation:									



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

	SL. No.	Accounting Year	Financial Years	Turn Over (in INR)
	1	2024-25	2023-24	
	2	2023-24	2022-23	
	3	2022-23	2021-22	
		Average for	03 years	
			<u> </u>	
(Signatur	e of Au	thorized Repr	esentative)	
Date:				
Name:				
<u>Designati</u>	on:			
Nata				
(i) Fi (ii) Aı	nnual St			nartered Accountant for the relevant last three (03) years
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years
(ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) year
(i) Fi (ii) Aı	nnual St	atement Audit	ed / Certified by Cl	nartered Accountant for the relevant last three (03) years

1. Name of the Bidder:

2. Job Description:

3. Tender Reference:



Date:

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

(To be submitted in Letterhead of bidder; MANDATORY FOR ALL TENDERS)

2. Job Description: 3. Tender Reference:
Sub: SELF-CERTIFICATION
I / We, Proprietor/ Partner(s)/ Director(s) of M/s hereby declare that our
firm/company namely M/shave neither been blacklisted nor have received any
tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government
Organizations during last 03 (three) years ending on(date) from taking part in Government tenders.
Or
I / We Proprietor/ Partner(s)/ Director(s) of M/s hereby declare that our
firm/company namely M/shas received tender holiday from M/shas received tender holiday from M/s
(name of PSUs/Central & State Govt. Organizations or any other Government / Quasi Government
Organizations) from taking part in Government tenders for a period of months w.e.f
to(date). The period is over on(date) and now our firm/company is entitled to
take part in Government tenders. (relevant withdrawal/revocation document is attached).
In case the above information is found inappropriate / false, I/We are fully aware that the offer submitted by
our firm / contract awarded to our firm/company namely M/s will be rejected/cancelled by
M/s GRSE, and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor
policy of GRSE.
(Signature of Authorized Representative with official seal)
Date:
Name:
Designation:
NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

*Strike out / omit whichever is not applicable

1. Name of the Bidder with Address:



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

1.	Na	me of t	he Bidder:										
2.	<u>Job</u>	Descri	iption:										
3.	<u>Ter</u>	nder Re	<u>eference:</u>										
4.	Det	tails of	Existing re	levant j	obs:								
ſ	1												
	SI. No.	Description of Existing relevant jobs	Order No., Date & Value (in INR) (with supporting document)	Scope of work for existing contract (To quantify)	Start & Completion date as per Order	Actual start date	Agreed Completion Schedule		Deployment of	existing contract	(category wise)		Action Plan for resource mobilization
		Description o	Order No., [(with sup	Scope of wo	Start & Co	Act	Agreed Co	ЯSП	SSK	SK	HSK	Equipment	Action Plan fc
•													
	_												

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

Note: Please add additional pages if required.



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

		(To be submitted in Letterhead of bidder)	
5.	Name of the Bidder:		

7. Tender Reference:

6. Job Description:

8. Details of Existing relevant jobs:

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

(Signature of Authorized	Representative	with official seal)
Date:		

Name:

Designation:

Note: Please add additional pages if required.



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

ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE)

NIT N	o / निविदा संख्या:			
Job Ti	tle / कार्य का नाम:			
1.	BID REFERENCE NO./	DATE*		
2.	NAME OF THE BIDDE	R		
3.		nership / JV / Consortium e submitted in case of JV / Consortium)		
4.	ADDRESS OF THE BIL	DDER		
5.	Phone			
6.	E-mail			
7.	Vendor Regn No. wit	h GRSE (if Registered Vendor of GRSE))	
8.	MSME / NSIC REGIST	ration details (if applicable)		
9.	TReDS REGISTRATION		I\	
10.	GeM SELLER ID*	egistered with TReDS may not be conside	erea)	
11.	PAN			
12.	TAN (indicate if not ap	pplicable)		
13.	GST No.			
14.	PROVIDENT FUND A	CCOUNT DETAILS		
15.	ESI DETAILS			
16.	COMPANY REGISTRA	TION DETAILS / TRADE LICENSE		
17.	Currency			INR
18.	GLOBAL DISCOUNT(I	Percentage)		
CONAN	AFDCIAL TERMICS / DE			
		ΓΔΙΙς		
	MERCIAL TERM(S) / DE	<u>TAILS</u>	I	
SI.	ATTRIBUTE	TAILS		DETAILS (VENDOR TO CONFIRM)
SI.		Details of instrument to be		DETAILS (VENDOR TO CONFIRM)
SI.		Details of instrument to be indicated if required as per NIT		DETAILS (VENDOR TO CONFIRM)
SI. No.	ATTRIBUTE	Details of instrument to be		DETAILS (VENDOR TO CONFIRM)
SI. No.	ATTRIBUTE	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be		DETAILS (VENDOR TO CONFIRM)
SI. No.	ATTRIBUTE	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT		DETAILS (VENDOR TO CONFIRM)
SI. No.	ATTRIBUTE TENDER FEE	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be		DETAILS (VENDOR TO CONFIRM)
SI. No. 1.	ATTRIBUTE TENDER FEE EARNEST MONEY	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT		DETAILS (VENDOR TO CONFIRM)
SI. No.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)		DETAILS (VENDOR TO CONFIRM)
SI. No. 1.	ATTRIBUTE TENDER FEE EARNEST MONEY	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL*	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Sou	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Sometimes of the service of		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) So ght to Commercial Terms (if any) tioned.		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Soulare to be clearly men TECHNICAL COMMEI Note: Deviations soulare to Deviations soulare t	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Soght to Commercial Terms (if any) tioned. NTS ght against SOTR / Technical Terms		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5. 6.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Sou are to be clearly men TECHNICAL COMMEI Note: Deviations sou are to be clearly men	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Soght to Commercial Terms (if any) tioned. NTS ght against SOTR / Technical Terms tioned.		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5. 6.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Soulare to be clearly ment TECHNICAL COMMEI Note: Deviations soulare to be clearly ment DELIVERY SCHEDULE Note: Deviations soulare to be clearly ment DELIVERY SCHEDULE Note: Deviations soulare to Devia	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Soght to Commercial Terms (if any) tioned. NTS ght against SOTR / Technical Terms tioned. * ght w.r.t. Tender stipulation are to		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5. 6. 7.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Sou are to be clearly men TECHNICAL COMMEI Note: Deviations sou are to be clearly men DELIVERY SCHEDULE Note: Deviations sou be clearly mentioned	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Soght to Commercial Terms (if any) tioned. NTS ght against SOTR / Technical Terms tioned. * ght w.r.t. Tender stipulation are to		DETAILS (VENDOR TO CONFIRM)
SI. No. 1. 2. 3. 4. 5. 6. 7.	ATTRIBUTE TENDER FEE EARNEST MONEY SECURITY DEPOSIT PERFORMANCE GUARANTEE TERM OF PRICE QUOTATION VALID TILL* COMMERCIAL TERMS Note: Deviations Sou are to be clearly men TECHNICAL COMMEI Note: Deviations sou are to be clearly men DELIVERY SCHEDULE Note: Deviations sou be clearly mentioned DEVIATIONS TO OTH	Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Details of instrument to be indicated if required as per NIT Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any) Soght to Commercial Terms (if any) tioned. NTS ght against SOTR / Technical Terms tioned. * ght w.r.t. Tender stipulation are to		DETAILS (VENDOR TO CONFIRM)



11.	PAYMENT WILL BE MADE I	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)	
12.	ORDER TO BE PLACED ON		
13.	PAYMENT TO BE MADE TO (I INDICATE LATEST BANK DETAI		
14.	SAC CODE (DETAILS TO BE PROPERCENTAGE TAB)	OVIDED IN GST CODE	
15.	NAME OF SUPPLY STATE/UT		
16.	GST (BIDDER TO INPUT ONLY TOTAL PERCENTAGE (%), IRRESPECTIVE COMBINATION OF TWO TYPES	/E OF IGST, CGST, SGST OR	
DOCU	MENT SUBMISSION / CONFIR	<u>MATIONS</u>	
1.	INTEGRITY PACT	Indicate SUBMITTED / NOT REQUIRED AS PER NIT	
2.	NON-DOSCLOSURE AGREEMENT	Indicate SUBMITTED / NOT REQUIRED AS PER NIT	
3.	DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY	[indicate SUBMITTED / NOT SUBMITTED and if put on Tender Holiday / Blacklisted]	
4.	ACCEPTANCE MATRIX FOR NIT & STAC	[indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
5.	ACCEPTANCE MATRIX FOR SOTR / SOR	[indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
6.	FORMAT FOR TECHNICAL ELIGIBILITY	[indicate SUBMITTED / NOT SUBMITTED]	
7.	DISCLOSURE BY CONTRACTOR OF EXISTING WORK	[indicate SUBMITTED / NOT SUBMITTED]	
8.	FORMAT FOR FINANCIAL ELEGIBILITY CRITERIA	[indicate SUBMITTED / NOT SUBMITTED]	
9.	AVERAGE ANNUAL TURNO FINANCIAL YEARS (Ref SI-8 o	OVER in INR FOR LAST 3 of NIT Terms & Requirements)	
10.	OCUMENTS IN SUPPORT OF FINANCIAL ELIGIBILITY CRITERIA (Audit Report incl. Profit & Loss and Balance Sheet)	[indicate SUBMITTED / NOT SUBMITTED]	
ATTA	CH CHROODTING DOCHME	NITE (DDICE NOT TO DE ME	NITIONED LIEDE)

(Signature of Authorized Representative with official seal)	L
· · · · · · · · · · · · · · · · · · ·	-

Date:

Name:

Designation:



ACCEPTANCE MATRIX FOR NIT & STAC

NIT No निविदा संख्या: Job Title कार्य का नाम: Clause Clause **Bidder's Remarks** Clause Bidder's Remarks **Bidder's Remarks** (Accepted / Deviation Sought) No (Accepted / Deviation Sought) (Accepted / Deviation Sought) No no **NIT TERMS & REQUIREMENTS** SI-11 SI-21 SI-1 SI-2 SI-12 **SI-22** SI-23 SI-3 SI-13 SI-4 SI-14 SI-24 SI-5 SI-15 SI-25 SI-6 SI-16 SI-26 SI-7 SI-17 **SI-27** SI-8 SI-18 **SI-28** SI-9 SI-19 SI-10 SI-20 **NIT ARTICLES** Art.1 Art.10 Art.19 Art.2 Art.11 Art.20 Art.3 Art.12 Art.21 Art.4 Art.13 Art.22 Art.5 Art.14 Art.23 Art.6 Art.15 Art.24 Art.25 Art.7 Art.16 Art.8 Art.17 Art.26 Art.9 Art.18 Art.27 **STANDART TERMS & CONDITIONS (STAC)** STC 1 **STC 16 STC 31** STC 2 **STC 17 STC 32** STC 3 **STC 33 STC 18** STC 4 **STC 19 STC 34** STC 5 **STC 20 STC 35** STC 6 STC 21 **STC 36** STC 7 **STC 37** STC 22 STC 8 **STC 23 STC 38** STC 9 **STC 24 STC 39** STC 10 STC 25 **STC 40 STC 11 STC 26 STC 41** STC 12 **STC 27 STC 42 STC 13** STC 28 STC 43 **STC 14 STC 29 STC 44** STC 15 **STC 30 STC 45**

(Signature of Authorized Representative with official	seal
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Date:

Name:

Designation:





ACCEPTANCE MATRIX FOR SOTR / SOR

NIT No / निविदा संख्या:					
Job Title / कार्य का ना	Job Title / कार्य का नाम:				
Clause no	Bidder's Remarks (Accepted / Deviation Sought)				
1					
2					
3					
4					
5					
6					
7					
8					
9					

(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 $\sqrt{\mbox{Mark}}$)	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



ANNEXURE-11: INTEGRITY PACT

(to be executed in Non-Judicial Stamp Paper of Rs.100/- and to be signed & stamped on all pages)

INTEGRITY PACT

Between

M/s	Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal" and
M/s.	hereinafter referred to as "the Bidder/Contractor"
	<u>Preamble</u>
The	Principal intends to award, under laid down organizational procedures, contract/s for (Name of the job)
	n all relevant laws of the land, rules, regulations, economic use of resources and of fairness insparency in its relations with its Bidder(s)/ or Contractors(s).

Section 1- Commitments of the principal

mentioned above.

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals

- a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contact execution.
- c. The principal will exclude from the process all known prejudiced persons.
- [2] If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

- [1] The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
- a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- The Bidder(s)/Contractor(s) will offence under relevant not commit any the not IPC/PC Act. further the Bidder(s)/Contractor(s) will use improperly, purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Furthers details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- e. The Bidder(s)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- [2] The Bidders(s)/ Contractor(s) will not instigate third persons to commit offences, outline above or be an accessory to such offence.

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

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

Section 4- Compensation for Damages.

- 1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.
- 2) If the Principal has terminated the contract according to section 3, or if the principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"



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

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

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

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

Section 8- Independent External Monitor/Monitors

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



transmit this information directly to the Central Vigilance Commissioner.

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

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

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

(For & On behalf o	f the principal)	(For & On behalf of the	Bidder/Contractor)
Place			Place
_			_
Date			Date
Witness 1 (Signature, Name 8	V Address)		
(orginatare, rtaine c	. , , , , , , , , , , , , , , , , , , ,		
Witness 2			
(Signature, Name	& Address)		



ANNEXURE-15: NON-DISCLOSURE AGREEMENT

(to be executed in Non-Judicial Stamp Paper of Rs.100/- and to be signed & stamped on all pages)

Т	his Non-Disclosure Agreement executed thisDay of2025.
	Between
tl h c	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, ereinafter 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
е	M/s (with full address)., hereinafter referred to as the L1 Bidder (which expression shall unless xcluded by or repugnant to the subject or context be deemed to mean and include its successors-in –interest, dministrators and assigns) of the SECOND PART .
V	VHEREAS
F (l	For purpose of this Agreement, GRSE discloses (herein after referred to as the "Disclosing Party") to the Bidder nerein after referred to as 'Recipient") Confidential Information as are required to give effect to the terms of ne NIT/Purchase Order and the Recipient receives and or accesses the said Confidential Information
s V R	WHEREASThe Bidder being considered inter alia for the purpose of work and as such ome of the data, drawings/documents in connection with construction of Anti-Submarine Warfare Shallow Vater Craft (ASW SWC) are required to be disclosed which shall be treated as confidential and the said ecipient, shall not disclose or part with such drawings/documents either whole or in part to any other third arty, without prior written consent from GRSE.
A c a	IND WHEREAS the said Recipient, is obliged to execute an undertaking in the form of "Non-Disclosure greement" on receiving Confidential Information in the form of data drawings/ documents and also onfidential/proprietary drawings or technical information of Indian Navy through Government of India or ny other party, as the case may be, by GRSE, duly promising and/or undertaking to keep and treat such data, rawings/documents as strictly 'confidential'.
Ν	IOW THEREFORE both GRSE and the Bidder do hereby agree as follows in the premises aforesaid: -
lı	n 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.
	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.



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



Recipient acknowledges that GRSE possesses Intellectual Property Rights in the Confidential Information.

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

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

FOR GARDEN REACH SHIPBUILDERS ENGINEERS LTD	FOR M/s
Signature:	Signature:
Name:	Name:
Address:	Address:
WITNESS 1	WITNESS 2
Signature:	Signature:
Name:	Name:
Address:	Address :



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	TERS		
04	Employee Register	FORM - A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM - B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM - C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM - D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.



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



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

SI. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	1. Leave with Wages: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him. 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. 3. Hours of Work: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.
			4. Hours of Overtime: 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.	
The second secon	В	Bonus Act 1965 &	Contractor	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of 'The Payment of Bonus Act, 1965' is to be maintained by the contractor for submission of Annual Return as per the Act.	



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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



ANNEXURE-13: 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-14: 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.



ANNEXURE-12: Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date.
Bidder's Ref:
Tender Ref:
То
M/s. Garden Reach Shipbuilders & Engineers Ltd.
61, Garden Reach Road,
Kolkata - 700 024
Kind Attn: (Name & Designation of tender issuing officer)
Tama / tam (tame of 2 origination of tondor looding of the control of tondor looding of the control of the con
Dear Sir / Madam,
We the undersigned declare that:
The the dilucisigned decide that.
We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along
with valid MSE GRSE vendor Registration certificate.
We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE
Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s)
under the bid conditions, because we:
(a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender: or
(b) Having been notified of the acceptance of our bid by M/S. GRSE Ltd. during the period of bid validity, (i) fail
or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance
with Article 21 (i) of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of bidder]

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

- In case of JV, the entity should be registered with GRSE and Bid security declaration to be submitted by the JV entity.
- In case of consortium, the Lead partner should be registered with GRSE and Bid security declaration to be submitted by all of the Consortium