

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024
Web site वेब: www.grse.in, CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

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

NIT No निविदा संख्या:	SCC/DC/NIC/OT/Consultant/111/ET-3310 Dated: 16/10/2025
Job Title कार्य का नाम:	Selection of a JV Consultant
Tender issuing Dept. बिभाग द्वारा जारी :	Contract Cell (संविदा बिभाग), GRSE 61 Park

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Pre-bid meeting date	24/10/2025	10:30 hrs.
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	30/10/2025	16:00 hrs
Tender Due Date निविदा जमा की अंतिम तिथि	06/11/2025	16:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	07/11/2025	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	120 days from date of opening of Tender (Part – I)	

ARTICLE 2 अनुच्छेद - 2: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/-
Earnest Money Deposit (EMD)	INR 4,00,000/-
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week or part thereof, max. 5% of order value
Evaluation of H1	Highest Scorer will be assessed based on QCBS Methodology as deliberated in SOTR

Billing Frequency बिलकरनेकी अवधी

Stage wise

Note: a) Bidders are required to submit EMD amount as Bid Security against this tender. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

b) MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD and Tender Fee. Bid security to be submitted as per Annexure-6. Non-submission of EMD and Tender Fee or a valid MSE/NSIC certificate along with bid security declaration may lead to offer rejection.

c) The vendors registered with GRSE shall be exempted from submission of EMD subject to submission of valid copy of the registration certificate issued by GRSE. Having tender's service similar to tendering service listed with the list of items / services for which they are registered. In lieu, they shall be required to submit 'Bid Security Declaration' as per the format at Annexure-6.

ARTICLE 3 अनुच्छेद - 3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलगित परिच्छेद:

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted/ not received any tender holiday
Annexure 6 संलग्नक-6	Format for Bid Security Declaration (attached with NIT)
Annexure 7 संलग्नक-7	Confirmation by Bidder and checklist for bid submission (attached with NIT)
Annexure 8 संलग्नक-8	Check List of Statutory Responsibility of Contractor and Principal employer (attached with NIT)
Annexure 9 संलग्नक-9	Format for - Integrity Pact (www.grse.in) To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
Annexure 10 संलग्नक-10	Non-Disclosure Agreement (NDA) to be submitted in Non-Judicial stamp paper of value not less than Rs.100/- (www.grse.in)
Annexure 11 संलग्नक-11	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (https://www.grse.in/enclosures-related-to-the-tenders-of-sub-contracting-activities/Safety_Guidelines_for_contractors_Revised.pdf)
Annexure 12 संलग्नक-12	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

Annexure 13 संलग्नक-13	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)
Annexure 17 संलग्नक-17	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 18 संलग्नक-18	Format for - Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 19 संलग्नक-19	Format for - Bank Guarantee Format for PBG (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE 4 अनुच्छेद - 4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज:

Self-Attested documents are to be scanned and uploaded with Part I of GeM-bid ई-बिडके भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रायित दस्तावेज		
1	DD/ BG towards tender fee and EMD or MSE (UDYAM)/NSIC certificate/ valid GRSE vendor registration and Bid security declaration (as per Annexure - 6) to get exemption towards tender fee and EMD	Yes
2	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with documentary evidence to be submitted	Yes
3	Technical Acceptance Matrix, matrix for SOTR as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Matrix, matrix for NIT, Standard terms and conditions as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format at Annexure - 3 along with documentary evidences as per SOTR criteria.	Yes
6	Documents meeting the Financial Eligibility Criteria to be submitted with filled in format at Annexure - 4 along with documentary evidences as per SOTR criteria.	Yes
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st March'2025 in support of Financial Eligibility.	Yes
8	Self-Certification for not having blacklisted /not received any tender holiday as per eligibility criteria to be submitted as per format at Annexure-5	Yes
9	PAN, GST, Registration Certificate of the Company with ROC/ Trade License, Memorandum and the Article of Association of the firm.	Yes
10	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
12	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID . GeM ID is to be indicated in Commercial Matrix.	Yes
13	Confirmation of TReDS registration number (Entity ID) allotted to MSME's by Trades Receivable e-Discounting System (TReDS) for invoice discounting system in case of MSME Organization	Yes

14	Checklist for bid submission at (Annexure - 7) in Company's letterhead	Yes
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In case of non-submission of documents as mentioned above (as applicable), the bidder may liable to be considered as disqualified.

ARTICLE 5 अनुच्छेद - 5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं:

PHYSICAL SUBMISSION		
1	Tender Fee Instrument	Within 03 days from opening of Part I bid
2	EMD Instrument	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	<u>Kolkata</u>

ARTICLE 6 अनुच्छेद - 6: JOB EXECUTION SCHEDULE कार्य निष्पादन:

(A) Mobilisation Period लामबंदी अवधी - 07 days from the date of placement of LOI/Purchase Order (whichever is earlier) will be given for commencement of work.

(B) Job Starting Date कार्यआरम्भतिथी - The job is to be started immediately after mobilisation and as per instruction of CGM(B&TD)/ nominated officer of BDM dept.

(C) Job Completion date / Period of Contract कार्यसमाप्तीतिथी/अनुबन्धकासमय- The job has to be completed as per scheduled tabulated below:

Sl.	Milestone	Period of completion
1	Phase 1 and Phase 2	16 weeks from placement of LOI/PO
2	Phase 3	04 months from completion of Phase 2

Detail of scope and phase of work is as per SOTR.

(D) Inspection/Quality Assurance Authority – CGM (B&TD, CC, NPD)/ Nominated officer

(E) Place of Work – Onsite/Outside GRSE premises as per requirement of the job.

ARTICLE 7 अनुच्छेद - 7: JOB EXECUTION कार्य निष्पादन:

Job is to be carried out strictly as per SOTR No. **BDM/JV/CONSULTANCY/25-26/01** at **Annexure 1** and relevant enclosures with Drawings and in case of doubt, instructions of HOD of B&TD dept. / their nominated representative are to be followed.

ARTICLE 8 अनुच्छेद - 8: GURANTEE & WARRANTY गारंटी एवं वारंटी: Not Applicable.

ARTICLE 9 अनुच्छेद - 9: PRICE मूल्य:

Price will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. Price is to be quoted with all-inclusive including taxes & duties etc. except GST. GST is to be indicated separately in the space provided in Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the valid period of contract.

No other attachment regarding price will be accepted (other than as given in html format in E-procurement portal) and if submitted by the vendor then the offer will be treated as cancelled.

Please note, if any price indication or price attachment found with techno-commercial bid, the vendor will be rejected outright.

ARTICLE 10 अनुच्छेद - 10: ESCALATION मूल्य वृद्धि: Not Applicable**ARTICLE 11 अनुच्छेद - 11: UNREASONABLE QUOTES अतर्कसंगत भाव: Not applicable****ARTICLE 12 अनुच्छेद - 12: OFFER VALIDITY प्रस्ताव की वैधता:**

Offer should be valid for 120 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

ARTICLE 13 अनुच्छेद - 13: CONDITIONAL OFFER सशर्त प्रस्ताव:

Conditional offers w.r.t. SOTR/NIT will not be accepted.

ARTICLE 14 अनुच्छेद - 14: DETERMINATION OF THE MOST COMPETENT BIDDER FOR AWARDING THE CONTRACT: Highest Scorer will be determined based on scoring method of evaluation criteria indicated in SOTR and will be considered for further processing. The procedure for determination of H1 bidder shall be done as per methodology deliberated at Appendix C of SOTR at **Annexure 1**.

ARTICLE 15 अनुच्छेद - 15: BOQ बी ओ क्यू:

BOQ as part of SOTR given in the tender is tentative and it may vary according to actual requirement of job during the period of contract as per actual requirement of GRSE. The selected Bidder has to execute the required quantity and total job at same rate, terms & conditions to complete the job. BOQ as per SOTR is given below.

BOQ as per SOTR is given below:

Sl. No.	Description	UOM	Qty.
1	Selection of a JV Consultant	LS	1

NB: i) LS = Lump Sum , ii)) UOM = Unit of Measurement. Iii) Detail of scope (job phases) is as per SOTR.

Detail of BOQ and all requirement and terms are as per SOTR (SOW) attached with NIT and technical specifications.

ARTICLE 16 अनुच्छेद - 16: 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. Only those Service Providers who have achieved at least minimum qualifying score and who will be qualified by TNC, only their financial proposals will be opened. Disqualified bidders, either during technical assessment or commercial discussion or both techno-commercial evaluation will also be intimated about their non-consideration for further processing.

ARTICLE 17 अनुच्छेद - 17: MICRO & SMALL ENTERPRISES सूछछम 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.

ARTICLE 18 अनुच्छेद - 18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य:

Not Applicable.

ARTICLE 19 अनुच्छेद - 19: ELIGIBILITY CRITERIA पात्रता के मापदंड: As per SOTR No. BDM/JV/CONSULTANCY/25-26/01 at **Annexure 1**.

ARTICLE 20 अनुच्छेद - 20: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश:

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding regarding
 - (i) The materials (if any) which are to be furnished by vendor for the work.
 - (ii) The work which is to be performed by the vendor.
 - (iii) Actual considerations made by bidder to complete all work.
 - (iv) To comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept.in writing, not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the Work covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any or, 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.
5. Generally, Contractor will assume all safety related responsibility 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, Occupational Health & Safety rules, regulations, procedures and guidelines when performing work in the facility or site.

6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 07 calendar days 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.
7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /his nominated representative.
10. 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.
8. Build specifications are to be returned to GRSE after submission of bid. Also all soft copies are to be destroyed and a self-certification to be submitted during TNC meeting.
9. The Contractor will indemnify and keep GRSE indemnified and harmless from and against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of:
 - (a) any breach or default of any of the terms contained in this NIT by the Contractor;
 - (b) Any negligence or wrongful act or omission on the part of the Contractor or its team or labourers/workers/sub-contractors engaged by the Contractor in connection with or incidental to the POs/NIT;
 - (c) Injuries or death of any person due to any activity of the Contractor, its team or labourers/workers/sub-contractors in the execution of the POs/NIT;
14. 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 TNC, failing which the processing of bid will not be taken further.
15. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
16. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
17. A Bidder is allowed to submit only one Bid under any capacity / status.
18. Difficulty in submitting the bid:

Any query/difficulty in understanding of SOTR or other Technical Terms may be got clarified from **Mr. Arnab Saha, SM(BDM, Mob: 7605007235**, E-mail: Saha.Arnab@grse.co.in/ CMDE Vinith Aerat CGM (B&TD, CC, NPD), Mobile No. 9958871081, e-mail: Vinith.Aerat@grse.co.in / prior to submission of offer.

19. Any query/difficulty in understanding of Commercial Terms may be got clarified from and Ms. Debalina Chowdhury, AM (Contract)/ 61 Park Unit, Mobile No. 9147162442, e-mail: Chowdhury.Debalina@grse.co.in / prior to submission of offer..
20. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, DGM (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]
21. **E-mail Address for communication संचार हेतु ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुच्छेद- 21: e-BID INSTRUCTION ई बिड के अनुदेश –

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E-Procurement portal <https://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <https://grse.in/tender-published>. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) 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** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) 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 work.
- i) **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 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 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.

ARTICLE 22 अनुच्छेद - 22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड:

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the Tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date (as applicable).
8. EMD validity period is shorter than specified in the tender enquiry.
9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidder not submitting Integrity Pact as per requirement of the tender (as applicable).
12. Bidder submitted false/incorrect documents etc.
13. Bidders who have indicated / attached / shown any price anywhere else other than as per provision in NIC portal under price bid section], then offer will be treated as cancelled.
14. **Conflict of Interest:** The Contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the POs as soon as practicable after it becomes aware of that conflict. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified as per stipulation and guideline provided by GOI.

ARTICLE 23 अनुच्छेद - 23: POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

- i. **Security Deposit प्रतिभूति जमा -**

- a. An amount equivalent to 05% (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 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.
- b. If SD is to be submitted in the form of BG then the same is to be forwarded directly to GM (Finance), GRSE by the Bank in Banker's sealed envelope failing which same will not be accepted. Details of B.G. should also be confirmed to Ordering Department, GRSE.

BG submission clause: Bank Guarantee 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.

- c. S.D. amounts would be refunded / returned after successful execution of the job. The Contractor is to apply for release of their SD which has to be certified by Concerned executing dept. of GRSE through Ordering Dept.,GRSE. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

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

Work done certificate to be submitted through OBPS portal. Work done certificate will be certified by CGM (B&TD,CC,NPD) / his authorised officer. 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. WDC will be issued based on the Payment Stages.

iii. Payment Terms भुगतान की शर्तें -

- a. The Stagewise certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill duly certified by Bill Certifying Authority supported with certified Work Done Certificate (WDC). Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority.

Clearance of statutory liabilities (PF, ESI, etc.) of GRSE HR section are not required for release of payment.

- b. The payment for the scope shall be released as per following stages:

Stage	Payment Schedule	% Payable
1	On Completion of Phase 1	25
2	On Completion of Phase 2	25
3	On Completion of Phase 3	50

- c. **Bill Certifying Authority:** CGM (B&TD, CC, NPD) or his authorised officer.

d. Bill Submission: Payment to be made as per payment terms as stated above through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal with work done certificate duly certified by appropriate authority for the respective services and subject to compliance of labour laws and statutory dues where ever applicable.

Note:

- (i) All Vendors having turnover above Rs. 5 Crore have to mandatorily submit Invoice.
- (ii) All Vendors having turnover below Rs. 5 Crore are also to submit E-Invoice/digitally signed invoice. (Vendors having turnover under Rs. 5 Crore have option to create E-Invoice).
- (iii) Invoice in hard copy is not desirable.
- (iv) Transaction fee of Rs 500.00 for first return & Rs 1000.00 for subsequent return of bill with inappropriate documents will be charged.

iv. Liquidated Damages निर्णीत हर्जाना -

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 the Company.

v. 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.

vi. Fire & Safety Precautions (for working inside GRSE as applicable): -

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.

vii. Mandatory use of ISI marked PPE by Contractor Employees (for working inside GRSE as applicable): - 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:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345

(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

viii. Secrecy of Information: - All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Technical information, Drawings should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the GRSE. 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.

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

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

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT (for working inside GRSE): -

- a. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- b. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- c. Payment of wages to the contractor's employee 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. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE- 9.

ARTICLE 27 अनुच्छेद 27: PRE-BID MEETING बोलीपूर्व बैठक -

A pre-bid meeting will be held on **24.10.2025 from 13:00 hrs.** onwards at BDM dept GB or through VC as feasible to discuss the detail Scope of Work of the Tender/ clarifying the queries of the bidders, if any. Vendors interested to participate in pre-bid meeting should inform and forward their pre-bid queries to Mr. Arnab Saha, SM(BD&M), email: Saha.Arnab@grse.co.in 48 hours before schedule.

Debalina Chowdhury
AM (Contract)
Garden Reach Shipbuilders & Engineers Limited
GRSE 61 Park unit, 61, Garden Reach Road, Kolkata – 700 024
Mobile: +91 9147162442



GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED

**Statement of requirement for selection of a
Joint Venture Consultant**

SOR NO: BDM/JV/CONSULTANCY/25-26/01

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STATEMENT OF REQUIREMENT FOR SELECTION OF A JV CONSULTANT

1. BACKGROUND

1.1 Garden Reach Shipbuilders & Engineers Ltd (GRSE), is a premier Warship building Company in India, under the administrative control of Ministry of Defence and a Schedule 'A' Mini Ratna Category I Company. GRSE primarily caters the shipbuilding requirements of the Indian Navy and the Indian Coast Guard, and also catered services in the refit/ repair of ships. The company's diverse product ranges from 'Warships to Weapons', and includes commercial vessels, electric ferries, various deck machinery, marine diesel engines, naval surface guns, bailey-type portal steel bridges, among others.

1.2 GRSE now aims to leverage its inherent strengths by expanding its footprint in the non-Defence shipbuilding sector, catering to growing demand in both Indian and foreign markets. Consequently, GRSE intends to enter into a long-term collaboration with a reputed firm for setting up of a greenfield shipyard. GRSE has consequently floated an Expression of Interest (Eoi) to identify and engage a competent and experienced partner in shipbuilding and ship repair, who possesses suitable real estates that can be readily transformed into fully operational greenfield shipbuilding facility. GRSE envisages to received proposals from prospective JV partners in this regard and intends to conclude a JV agreement with a selected partner.

1.3 In order to advise and hand hold GRSE through the process of due diligence of the selected JV partner, assessment of business viability / financial model, formulation and conclusion of JV agreement and assistance for obtaining approvals from concerned authorities / ministries/ departments, GRSE seeks the services of an experienced consultant for rendering advisory services as per scope detailed in the subsequent paragraphs.

2. **GENERAL & SCOPE.** This statement of requirements (SOR) pertains to selection of a joint venture consultant who will assist GRSE in establishing a joint venture greenfield shipyard on the West Coast of India. The Scope of Work is placed at **Appendix – A**, the Qualification Criteria is placed at **Appendix – B** and the Scoring Methodology is placed at **Appendix – C**. Only the top five highest scoring firms will be qualified for opening of Price bid.

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3. **PHASES OF EXECUTION OF WORK:** The entire consultancy work shall be executed in Four Phases. The details of each phase are given in Appendix -A.
4. **SCHEDULE OF DELIVERY:** On receipt of formal P.O. from GRSE, the consultant, within seven working days, propose to GRSE a detailed time schedule. The scope of Phase 1 to Phase 2 work shall be completed within 16 weeks from the date of placement of Work Order. The timelines for the scope of work in Phase 3 including the Govt. approval process shall remain open with a maximum time limit of 04 months from the date of completion of Phase 2 work. For any engagement beyond this time limit, a predetermined and mutually agreed daily payment rate will be applicable.
 - Phase 1 & 2 : 16 Weeks from Placement of Work Order.
 - Phase 3: 04 Months from completion of phase 2
5. **SCHEDULE OF PAYMENT:**
 - 5.1 On completion of Phase 1 – 25%
 - 5.2 On completion of Phase 2 – 25%
 - 5.3 On completion of Phase 3 – 50%
6. As a part of bid / response, all bidders are to declare the name of the legal firm / associate engaged / planned for engagement for this instant scope .

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Appendix-A

Phase 1

1. **Phase 1A:** Independent evaluation of the Joint Venture proposal and Forensic Due Diligence of the selected JV partner.

(a) Business case analysis

- (i) Detailed technical and financial assessment of the business proposal.
- (ii) Analysis of fund flow and break-even point.
- (iii) SWOT analysis of both the prospective JV partner and GRSE.
- (iv) Sector overview and market analysis of the Indian and global shipbuilding industry.
- (v) Evaluation of strategic significance and long-term impact of the JV initiative.
- (vi) Recommendations on how the JV aligns with GRSE's aspiration to become a Maharatna entity.

(b) Forensic due diligence of the qualified respondent i.e financial, legal and operational assessment

(c) Assessment of Location details including details of land and other existing facilities as submitted by the qualified respondent.

- (i) Evaluation of location advantages and disadvantages with reference to national and international demand trends.
- (ii) SWOT analysis of the identified site.
- (iii) Strategies to overcome site-related operational, logistic, or regulatory challenges.

(d) Assessment of Proposed Shipyard infrastructure plan submitted by the respondent from shipbuilding / ship repair / ship recycling operations point of view.

- (i) Assessment of proposed shipyard facilities including technical strengths.
- (ii) Evaluation of unique technical features, capability gaps, and future-readiness of facilities.

(e) Evaluation of DPR and business plan submitted by the respondent, i.e market assessment carried out, proposed revenue model, CAPEX estimates, Opex estimates, project time frame, financial model etc

(f) Assessment of proposed JV structure, investment proposed by respondent and investments sought from GRSE, management structure, division of responsibilities etc

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- (i) Designing of the equity structure for the JV including investment responsibilities.
 - (ii) Recommendation of board composition, roles, and governance model.
 - (iii) Evaluation of control mechanisms, voting rights, and dispute resolution structures.
- (g) Assessment of advantages and disadvantages, shortfalls / gaps observed and potential risks of the proposal offered by the selected respondent.
- (h) Recommendations to address shortfalls/ gaps and potential risks.
2. **Deliverables:**
- (a) Preliminary Detailed Project Report (PDPR).
 - (b) Forensic due diligence report of the selected partner of GRSE.
3. **Phase 1B** Finalising the optimum JV structure and preparation of JV term sheet.
- (a) Evaluate optimal JV structure (eg, equity partnership, SPV, PPP etc) based on regulatory requirements and specific requirements of GRSE with regard to equity structure, investments, division of responsibilities, board / management structure
 - (b) Preparation of detailed Shipbuilding market assessment and target product categories, detailed revenue model, updated estimates of Capex and Opex
 - (c) Formulation of various funding options for GRSE to pursue, including recommendations for availing support schemes offered by central government as well as state governments
 - (d) Preparation of detailed financial and assessment of financial viability of the project
 - (e) Preparation of Revised / updated DPR post incorporating consultant recommendations and also based on specific requirements of GRSE
 - (f) Evaluate tax-efficient JV models (e.g., LLP vs. company structure) - Advise on implications of equity contributions, profit-sharing, and capital gains & recommend optimal holding structures for GRSE.
 - (g) Direct & Indirect Tax Analysis
 - (i) Assess corporate income tax, tax withholding, implications.
 - (ii) Review GST applicability on Shipyard infrastructure, shipbuilding, repair services, and procurement.
 - (iii) Advise on customs duties and exemptions for imported equipment or technology.

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(h) Preparation of JV term sheet covering:

- (i) Equity participation and capital commitments
- (ii) Division of responsibilities
- (iii) Governance and management roles
- (iv) Land, infrastructure, and technology contributions
- (v) Financial arrangements and revenue-sharing
- (vi) Exit mechanisms and dispute resolution

4. Government Incentives analysis

- (i) Identification of policy incentives, subsidies, or land acquisition support provided by State Governments.
- (ii) Mapping of applicable shipbuilding and maritime policies.
- (iii) Recommendation on how GRSE can leverage central and state policies for cost efficiency.

5. Deliverables:

- (a) Revised Detailed Project Report (RDPR).
- (b) JV structure report and JV term sheet.
- (c) Government Incentive analysis and report

Phase 2

6. : Assistance in Negotiations with JV Partner and Conclusion of JV Agreement

(a) Strategic Negotiation Support

- (i) Develop negotiation strategy and key commercial positions.
- (ii) Assist GRSE in stakeholder alignment and internal briefings.
- (iii) Provide benchmarking data from similar infrastructure JVs.

(b) Commercial & Financial Structuring

- (i) Advise on optimal capital structure, equity participation, and funding mechanisms.
- (ii) Support in defining performance metrics, revenue-sharing models, and business plan alignment.

(c) Governance & Operational Framework

- (i) Recommend governance structure, board composition, and decision-making protocols.
- (ii) Advise on operational roles, division of responsibilities, management control, and reporting mechanisms.

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(d) Coordination & Documentation

- (i) Provide inputs and supporting documentation for accurate reflection of commercial terms in the legal documents.
- (ii) Prepare negotiation decks, term summaries, and briefing notes for senior leadership.

(e) Tax Structuring of JV

- (i) Identify potential tax exposures and recommend mitigation strategies.
- (ii) Ensure alignment with Indian tax laws and evolving regulatory landscape

(f) Legal Advisory

- (i) Drafting & Finalization of JV Agreement
- (ii) Legal vetting of the JV agreement and supporting documentation.
- (iii) Conduct legal review of the JV partner and proposed structure.
- (iv) Translate the agreed Term Sheet into a legally binding JV Agreement.
- (v) Draft ancillary documents (e.g., Shareholders' Agreement, Articles of Association (AOA), MOA,).
- (vi) Ensure alignment with applicable Indian laws, including Companies Act, FEMA, and sectoral regulations.

(g) Legal Negotiation Support

- (i) Represent GRSE in legal negotiations with the JV partner's counsel.
- (ii) Advise on legal positions, rights, obligations, and enforceability of clauses.
- (iii) Guidance on applicable laws, regulatory pathways, and clearance requirements.
- (iv) Suggestion of dispute resolution frameworks.
- (v) Incorporate feedback and finalize the agreement for execution.

(h) Execution & Compliance

- (i) Facilitate signing of the JV Agreement and related documents.
- (ii) Provide guidance on post-signing legal formalities and filings.

7. Deliverables:

- (a) Final Detailed Project Report (FDPR)
- (b) Draft JV Agreement
- (c) Legal Scrutiny Report

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Phase 3

8. Assistance in regulatory compliances and obtaining government approvals and establishment of JV

- (a) Preparation of detailed plan of action for the approval process for establishment of JV greenfield shipyard including approvals required and competent authorities for each
- (b) Advise / Assistance for obtaining approvals from concerned authorities
 - (i) Mapping of internal and external approvals required for the JV.
 - (ii) Defining milestones and timelines to obtain clearances from administrative and statutory authorities.
- (c) Planning engagement strategy with the Ministry of Defence (MoD) and DPE / DIPAM
- (d) Financial support advisory
 - (i) Identification and evaluation of funding options available to GRSE.
 - (ii) Assessment of government schemes including MDF, interest subvention, or equity infusion options.
 - (iii) Evaluation of viability gap funding, PPP structures, and debt instruments.
 - (iv) Strategy for alignment with central government financial support mechanisms.
- (e) Assist in incorporation of the JV
 - (i) To obtain Digital Signature Certificate from issuing authority
 - (ii) To obtain Director Identification number
 - (iii) To apply for reservation of name
 - (iv) To review draft MOA and AOA
 - (v) To file application for incorporation of JV with Registrar of companies
 - (vi) To obtain certificate of incorporation along with tax registrations like PAN, TAN, GST registration)
 - (vii) To assist with holding first board meeting
- (f) Application for Industrial License for commencement of production by JV (if required)



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9. **Deliverables:**
- (a) Signed JV Agreement
 - (b) GOI approval for JV
 - (c) Project inception plan
 - (d) Incorporation certificate of JV

Appendix-B

1. **Statutory Qualification Criteria for the bidders.** The Consultant should have the following minimum criteria to qualify for the technical evaluation

S No	Pre-Qualification criteria	Documents required / Information to be provided in the submitted proposal
(a)	Tender Fee & EMD The responding firm/agency should submit tender fee and EMD	Detail of submission is as per NIT criteria
(b)	Legal entity The bidder should be engaged in Government/PSU consulting services for at least 03 (THREE) years as of 1st April 2025, and should be registered under the Companies Act, 1956/2013 (as amended) or the LLP Act, 2008. The firm must also be registered with Income Tax and GST authorities.	(a) Copy of Certificate of Incorporation. (b) Copy of Registration Certificate. (c) Copy of PAN Card. (d) Copy of GST Registration Certificate. Note: All documents must be attested by the authorised signatory and submitted along with the proposal.
(c)	Financial net worth. The net worth of the bidder must be positive for each of the last 03 audited financial years (2022-2023, 2023-24, and 2024-25).	Certificate from a Chartered Accountant/Statutory Auditor confirming positive net worth for each of the last three financial years.
(d)	Turnover The bidder should have an average annual turnover of INR 25 Crores or above from consulting services for the last 03 financial years (2022-23, 2023-24, and 2024-25).	Certificate from a Chartered Accountant/Statutory Auditor with extracts from the filed Balance Sheet & Profit & Loss statements for the last three financial years. Copies of the filed Balance Sheet & Profit & Loss statements for the respective years must also be submitted. For consortiums, the sum of turnovers of all individual firms

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GRSE Ltd. BDM

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Statement of requirement for selection of a
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		will be considered.
(e)	Blacklist declaration. The bidder must not have been blacklisted by any Government/Public Sector organisation/department in India at the time of bid submission.	Declaration ("Declaration that the Bidder has not been blacklisted") signed by the authorised signatory.
(f)	Relevant project experience The bidder should have experience in at least five (05) government/PSU consulting projects, each with a value of INR 10 Lakhs or above, during the last 05 years as on bid submission date.	Work order or contract agreement and self-certification that the assignment has been completed. The bidder must provide detailed project descriptions for evaluation committee review to ascertain relevance as required.

2. Bidders meeting all the above criteria will be eligible for Technical Assessment.

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Appendix-C

1. **Technical Evaluation Criteria.** A detailed evaluation of the bids shall be carried out to assess whether the bidders are technically competent and if the technical aspects are substantially responsive to the requirements set forth in this RFP. Bids received will be assigned scores based on the parameters defined in the table below.

#	Technical Evaluation Criteria	Evaluation criteria	Supporting Documents Required	Max Marks
A	Bidder's Profile			15
A1	Average Annual Turnover (FY 2022-23, 2023-24, 2024-25) from Consulting Services	• ₹25-50 Cr = 5 Marks • >₹50 Cr = 10 Marks	Certificate from Statutory Auditor or Company Secretary on turnover details	10
A2	Staff strength in advisory division as on 31 Mar 25	• 25 to 50 = 3 Marks • >50 to 75 = 5 Marks	Letter from HR department on firm's letterhead	5
B	Project Experience Capabilities of Bidder			30
B1	Experience in JV consulting with Order value ≥ ₹10 Lakhs (completed) in past 05 years. To clarify the experience category stated above, it may be noted that the consultant needs to submit the proof of successful execution of any orders providing consultancy services towards execution of joint venture (JV) between suitable organizations in last 05 years. The order value for same should be at least worth INR 10 Lakhs	• 01 Projects = 5 Marks • 2-3 Projects = 10 Marks • >3 Projects = 15 Marks Additional 5 marks if the projects are done for Govt./PSUs	Project citation with: • Work order or contract agreement. • Self-certification of assignment being completed.	15 + 5
B2	Experience in market assessment and analysis advisory with	• 1-2 Projects = 3 Marks • 2-3 Projects = 7	Project citation with: • Work order or contract agreement.	10



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project value $\geq$ ₹10 Lakhs	Marks • ≥ 4 Projects = 10 Marks	• Self certification of assignment being completed.	
To clarify the experience category stated above, it may be noted that the consultant needs to submit the proof of successful execution of any orders providing consultancy services towards execution of joint venture (JV) between suitable organizations in last 05 years. The order value for same should be at least worth INR 10 Lakhs			

C	Approach & Methodology and Technical Presentation			30
C1	Approach, Methodology & Work Plan	• Understanding of assignment & scope = 20 Marks • Proposed methodology = 5 Marks - Detailed work plan = 5 Marks	To be submitted with technical proposal. To be explained during post bid presentation.	30
D	Manpower Resources for the Engagement			25
D1	Project Leader	• Qualification: B Tech & MBA or CA or LLM with >5 yrs experience = 3 Marks • Consulting experience in government/ PSUs: – ≥ 05 Projects = 2 Marks – <05 Projects = 1 Mark	Detailed CV	5
D2	Domain Subject Matter Expert (SME)	• Qualification: MTech & >5 yrs experience = 3 Marks • Experience in MARITIME	Detailed CV	5

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		infrastructure advisory: – ≥4 Projects = 2 Marks		
D3	Sub Team Members (3 Nos.)	Each Member: • Qualification: B Tech ≥7 yrs experience = 3 Marks • Experience in data analysis, strategy & planning projects in Govt/PSUs: – >2 Projects = 2 Marks – 1–2 Projects = 1 Mark	Detailed CVs (3 Nos.)	5 × 3 = 15

Minimum marks required for technical qualification: 50 out of 100

2. **Mandatory presentation.** GRSE will require each eligible bidder to make a presentation before the Technical Evaluation Committee, demonstrating:

- Understanding of the scope of work.
- Approach and methodology for delivering the assignment.
- Relevant prior experience in similar assignments, preferably for PSUs.

Marks for the presentation will be included in the Technical Evaluation Score as per the evaluation matrix.

3. **Technical Bid Score (T_s).** The Technical Score will be derived through the formula for deriving/determining Technical Score (ST) is indicated below:

$$T_s = (T/TH) * 100,$$

Where:

- T_s = Technical Score for the bidder
- T = Total technical bid marks obtained by the bidder
- TH = Highest total technical bid marks **obtained amongst all evaluated bids**

4. **Opening of Financial Bids.** The financial bids will be opened only for those bidders whose technical bids comply fully with the requirements mentioned in the RFP.

5. **Financial Bid Score (F_s).** Full marks will be allotted to the lowest financial bidder

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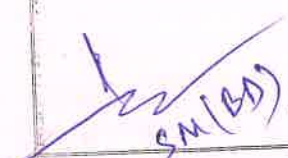
and then pro-rata calculations for successive bidders will be made with respect to their financial bids.

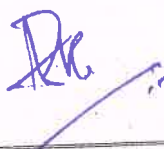
Financial Quote of any bidder = F

$F_s(\text{bidder}) = 100 * F(\text{lowest financial quote amongst all bidders}) / F(\text{bidder})$

6. Any monetary figure in decimal shall be rounded off to the nearest INR. In cases of discrepancy between the prices quoted in words and in figures, lower of the two shall be considered. For any other calculation/ summation error etc. the bid may be rejected.

7. Total Evaluated Score = $0.4 T_s + 0.6 F_s$. The bidder with the highest evaluated score will be awarded with the contract. In the event of two or more bids have the same score in the final ranking, the bid with highest technical score will be H1.

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Job Title कार्य का नाम:	“Selection of a JV Consultant” (to be executed as per SOTR No. BDM/JV/CONSULTANCY/25-26/01 [Annexure-I])
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STANDARD TERMS & CONDITIONS (STAC)
मानक निबंधन और शर्तें (एसटीएसी)

(1) INTEGRITY PACT समग्रताअनुबंध:

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

“The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract”.

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

- (A) Vendor: Proprietor / Director / Authorized representative
- (B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/-. The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

(2) MICRO & SMALL ENTERPRISE (सूक्ष्मऔरछोटेउद्यम) -

- a) 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.
- b) 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.

- c) Following facilities/benefits may be given to MSEs: -
- (i) Exemption for payment of Tender Fee & Earnest Money Deposit.
 - (ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- d) (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- e) 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.
- f) 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.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
- (i) For proprietary MSE, proprietor(s) shall be SC/ST.
 - (ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) **TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) -**

- i. 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.

- ii. 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.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of “Garden Reach Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers’ sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

vi. Refund of Earnest Money Deposits (बयाना जमा की वापसी)

- a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.

- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जल्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in **Clause 37** hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor

(5) VALIDITY OF OFFER (प्रस्ताव की वैधता) :-

Your offer should remain valid for a period of 180 days (as per terms of specific NIT) from the due date of the tender.

(6) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance/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.
- ii. 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.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD 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.

(7) WORK DONE CERTIFICATE (W.D.C.) (किए हुए काम का प्रमाणपत्र) :- Firm will put up Work Done for certification to site engineer /PL /or as specified in the NIT, along with clear

inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

(8) **BILL SUBMISSION (बिल प्रस्तुति):**

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.

(9) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन): -**

- a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
- b) 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.

(10) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रमिकों का पुलिस सत्यापन) :-**

(a) 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.

(b) 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.

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

(11) **GST REGISTRATION (जी एस टी पंजीकरण): -** 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.

(12) **GUARANTEE PERIOD (गारंटी अवधि):-**

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).

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.

(13) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु): -

a) 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.

B. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु):

a) Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

b) 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.

c) 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.

(14) **QUANTITY VARIATION (मात्रा भेद) : As per term of NIT/SOTR term will be applicable.**

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 up to variation (+/-25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

(15) **UNREASONABLE QUOTES अतर्कसंगत भाव –**

A. For Job Contract (कार्य संविदा हेतु) :

i) 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.

ii) 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.

- iii) 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) (as applicable) 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.

B. For Manpower Contract (श्रमशक्ति संविदा हेतु):

- i) The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e PF, ESI etc.
- ii) 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.

(16) JOINT VENTURE (संयुक्त ऊधम) :

The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.

vi) 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.

vii) If selected, PO would be issued in favour of the JV.

(17) **CONSORTIUM (अल्पकालीन संघटन):**

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

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) 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.

- vi). 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.
- vii) 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.
- viii) 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.
- ix) 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.
- x) 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.
- xi) 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.

- (18) **MAINTENANCE OF MACHINES (यंत्रों का अनुरक्षण):** - 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.
- (19) **SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा) :-**
- a) 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.
 - b) 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.
 - c) 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.
- (20) **EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री) :-**
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.
- (21) **FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ :-** 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.
- (22) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेतु मार्गदर्शन):** 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.

- (23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता):** 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:

LIST OF PPES (पी पी ई की सूची)

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

- (24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा):** - 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.
- (25) **ENERGY CONSERVATION (ऊर्जा संरक्षण):** - 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 economic way to save energy as per Energy Management System of ISO 50001: 2011.
- (26) **GUARANTEE FOR RAW MATERIAL (अनिर्मित सामग्री की गारंटी):** 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.

a) 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.

b) 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.

c) 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.

d) 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.

e) 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.

(27) **MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण) : -**

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan clearly indicating whether the stiffeners are: -

- i) Temporary stiffeners supplied by vendor.
- ii) Sections of ABS quality supplied by GRSE.

(c) 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.

(28) **INSURANCE (बीमा): -** 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:

- (i) Fire as per AIFT including EQ, STFI at Contractors premises.
- (ii) Burglary including theft during Storage at Contractors premises.

- (iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- (iv) Loading & unloading including TP liability at all fabricator's premises.
- (v) Loss due to infidelity of contractors whilst in storage.
- (vi) Spoilage of material by contractors by any accidental reasons whatsoever.

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.

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

(29) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड): -**

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

(30) **WORKING HOURS (कार्य समय) :**

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 SOTR/NIT Terms.

(31) **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.

(32) **INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता):**

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

(33) **SECURITY OF INFORMATION (सूचना की गोपनीयता): -**

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

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

Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

(34) **REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण):**

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.

(35) **CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): -**

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.

(36) **INSPECTION (निरीक्षण): -**

(i) Quality assurance authority: As per NIT/SOTR.

(ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.

(iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

(iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(37) **CORRECTION OF ERRORS (त्रुटि सुधार):**

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

(i) **For Manual Tendering: -**

- a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(ii) **For Tendering through NIC Portal: -**

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.

(iii) **For Tendering through GeM Portal: -**

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.

(38) **FORCE MAJEURE (अप्रत्याशित घटना) :**

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

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

- (39) **TERMINATION OF CONTRACT (अनुबंध की समाप्ति):** 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.
- (40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती):** 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.
- (41) **OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान):** 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.
- (42) **ARBITRATION (मध्यस्थता): -**
- 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.
 - 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.
 - 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.
 - The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
 - In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with

the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

- vi. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii. The language of the proceeding shall be in English.

(43) **JURISDICTION (न्याय अधिकार):** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
 - ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
 - iii) 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.
 - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
1. For any discrepancy between SOTR/NIT (Notice Inviting Tender) and STAC, SOTR/NIT statement may be taken as final.
 2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY1. **Name of the Bidder and Address:**2. **Job Description:**3. **GeM Tender/Bid Reference:**(A) **Details of Executed relevant jobs:**

Sl. No	Description of Executed relevant jobs	Order No. & Date (Supporting documentary evidence to be submitted)	Order placed by	Start & Completion date as per Order	Actual start date	Actual Completion Date	Value of Purchase order (in INR)	Scope of work for executed contract	Work completion certificate Ref. No. & date (Supporting soft or, hard copy to be submitted)
1									
2									
3									
4									
5									

*Note: Please add additional pages if required***(Signature of Authorized Representative) Date:****Name:****Designation:****Official stamp**

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

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

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (in Rs.)
1	2024-25	
2	2023-24	
3	2022-23	

(Signature of Authorized Representative) Date:

Designation:

Note: Audited reports for above FY to be submitted as supporting documents.

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

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

Date:

Dear Sir,

(1) I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.----- have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending **on 30.09.2025** from taking part in Government tenders.

or

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

(2) In case the above information are found inappropriate, 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 -----

Name -----

Designation: -----

Name & address of the firm: -----

Date:

Signature of Bidder with Seal.

Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date:

Bidder's Ref: _____

Tender Ref:

To

M/S. Garden Reach Shipbuilders & Engineers Ltd.

61, Garden Reach Road,

Kolkata - 700 024

Kind Attn: (Name & Designation of tender issuing officer)

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE certificate or valid 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 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

Annexure – 7

NIT no.: SCC/DC/NIC/OT/ Consultant/111 Description: Selection of a JV Consultant	
ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with Technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Address	
Contact Person with Designation	
Contact details (Mob No. e-mail ID)	
Proprietorship/Partnership/ JV / Consortium /Pvt. Ltd./PSU/ Public Ltd. (as applicable) <i>(agreement need to be submitted in case of JV / Consortium)</i>	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification/trade licence/Memorandum/ others as applicable	
Labour License no.	
PF Registration no.	
ESI Registration no.	
EMD - DD /BG no. and date with validity	
MSE/NSIC registration certificate	
Bid security Declaration (Annexure-6) (if applicable)	
Annexure-3 (Tech eligibility) with documents as per SOTR criteria	Submitted with documents / Not submitted
Financial Eligibility Annexure-4 with documents as per SOTR criteria	Submitted with documents / Not submitted
FY-2022-23 (Rs.)	
FY-2023-24 (Rs.)	
FY-2024-25 (Rs.)	
Average Annual Turnover of last 3 F.Y. ending on 31.03.2025	Rs. _____
Self-Certification for not having tender Holiday, Blacklisting as on 30.09.2025 (Annexure-5)	(Annexure-5) submitted/ Not submitted
TReDS Registration no. in case of MSE (if any)	

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

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

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

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

Sl. No.	Relevant Statutes	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him. 2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate. 3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. 4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	1. 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.

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

**RESPONSIBILITIES OF CONTRACTORS OVER AND
ABOVE THE STATUTORY REQUIREMENTS**

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