



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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CIN / सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT) / निविदा आमंत्रण सूचना

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

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT(P)/HULL FAB (I)/024/ET-3044 Dated: 14-Aug-2024	
Job Title / कार्य का नाम	BIENNIAL RATE CONTRACT FOR FABRICATION OF STEEL HULL BLOCKS INSIDE GRSE PREMISES	
SOR No:	TS/HP&IP/2024/02 Rev:4.4 (Annexure-1A)	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	
Cardinal Dates		
Date of Prebid Query Submission	26-Aug-2024	12:00 noon
Date of Prebid Meeting / बोलीपूर्व बैठक	28-Aug-2024	10:00 hrs
Commencement of Bid Submission	03-Sep-2024	15:00 hrs
Tender Submission Due Date निविदा जमा की अंतिम तिथि	10-Sep-2024	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथि	12-Sep-2024	14:30 hrs
Contact Persons:		
Query regarding SOTR / Drawing or other technical Terms	Mr Utpal Sinha, DGM (HP&IP) E-mail: Sinha.Utpal@grse.co.in Mobile no.: + 91- 7603042827	
PRE-Bid Meeting Note: The attendance in pre-bid meeting is mandatory as per Clause 3(d) of SOTR.	GRSE 61-Park Unit, Commercial Conference Room (2 nd Floor) 61, Garden Reach, West Bengal, Kolkata – 700024 Pre-bid Meeting shall also be held simultaneously over Video Conference (Ref Article-27).	

NIT TERMS & REQUIREMENTS

Sl. No.	Description	Reference	Requirement of NIT
1.	TENDER FEE	STAC	INR 500/- (Rupees Five Hundred only)
2.	EARNEST MONEY DEPOSIT (EMD)	STAC	INR 10,00,000/- (Rupees Ten Lakhs only)
3.	DETERMINATION OF L1	Article – 15	L1 bidder / rates will be decided on individual Line items basis . However, in case of loading the price due to any commercial deviation against the tender, GRSE will



Sl. No.	Description	Reference	Requirement of NIT
			<p>evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price. Refer Article-14.</p> <p>A bidder may quote for any one of the line items 10 to 30. However, quoting of price against line items 40 to 200 i.e. Bending & Outfitting job is mandatory and not quoting price in any of these line items may lead to rejection of the offer.</p> <p>Execution of work for line items 40 to 200 for respective blocks will be the responsibility of respective Block Fabricator. Hence, all Block fabricators has to mandatorily accept and execute the Bending & Outfitting job as per established rates against this tender.</p>
4.	SECURITY DEPOSIT	Article – 22 (1)	5% of total Order value (inclusive of taxes) against individual Purchase Order and not against Rate Contract.
5.	PERFORMANCE GUARANTEE	Article – 22 (2)	10% of executed Order value (inclusive of taxes) against each Purchase Order.
6.	LIQUIDATED DAMAGES	Article – 22 (9)	0.5% per week, Max. 5% of unexecuted job
7.	TECHNICAL ELIGIBILITY CRITERIA	Article -1 & Annexure-1A	As per Clause-3 of SOTR (Annexure-1A)
8.	FINANCIAL ELIGIBILITY CRITERIA	Article -2	<p>Average Annual financial turnover should be at least following during last 03 financial years ending on 31st March 2024.</p> <p>(i) INR 225 Lakh for Fabrication of AH36/DH36/MS/ABS grade steel block with supply of gases inside GRSE.</p> <p>(ii) INR 45 Lakh for Fabrication of AH36/DH36/MS/ABS grade steel block without supply of gases inside GRSE.</p> <p>(iii) INR 630 Lakh for Fabrication of AH36/DH36/MS/ABS grade steel mega blocks with supply of gases inside GRSE.</p> <p>Annual Statement (Audited / Certified by Chartered Accountant) for the relevant last three (03) years is to be provided while submitting the bid.</p>
9.	VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS	Article – 3	<p>Submission of the self-certification as per relevant format (Annexure-5) is mandatory.</p> <p>On non-submission of the declaration the bidder may be treated as non-responsive, and their offer may be rejected.</p>
10.	OFFER VALIDITY	Article – 4	180 days from date of opening of Techno-commercial offer.
11.	BOQ	Article-6 Annexure-1B	As detailed at Article-6 & Annexure-1B
12.	TENURE OF CONTRACT	Article – 8	<p>02 years from date of placement of Rate Contract Order / LOA.</p> <p>However, the in case of GRSE requirement contract period may be extended for another 01 year with escalation as mentioned at Sl-16 below.</p>
13.	MOBILIZATION PERIOD	Article – 9(a)	10 days from the date of receipt of LOA /PO.



Sl. No.	Description	Reference	Requirement of NIT
14.	JOB COMPLETION SCHEDULE / DELIVERY PERIOD	Article – 9(c) Clause- 12 of SOTR (Annexure-1A)	<p>Delivery Period shall be as per Clause- 12 of SOTR (Annexure-1A).</p> <p>(a) The period of fabrication and delivery to GRSE for various units/ blocks with fitment of outfit items are as under:</p> <ul style="list-style-type: none"> (i) Up to 30 Ton - 24 days (ii) More than 30 Ton up to 50 Ton - 40 days (iii) More than 50 Ton up to 80 Ton - 60 days (iv) More than 80 Ton up to 130 Ton - 90 days (v) Above 130 Ton - 100 days <p>(b) Additional 15 days of construction period will be applicable for critical units/blocks (like bottom blocks and nose blocks) upto 50 Ton. In addition, additional 07 days shall be given for Blocks up to 50 Ton for fresh Skid fabrication only for high curvature blocks.</p> <p>(c) In case outfit items are to be fitted, vendor may be intimated for collection of items 15 days prior scheduled completion date of block.</p> <p>(d) Delivery date will be counted from the date of issue of first lot of processed matching material. Vendor has to muster the delivered material and shortfall, if any, to be reported to respective Plate Preparation Shop and HP&IP within 05 days of receipt of material.</p> <p>(e) Hindrances in fabrication due to non-availability of GRSE supplied processed material, drawing modification will be checked and certified by AGM/DGM (HP&IP) or his Nominated Officer and the delay will be considered for the total period of fabrication and the purpose of calculation of LD.</p> <p>(f) In case outfit items are to be fitted, vendor shall be intimated for collection of items 15 days prior to scheduled completion date of block.</p> <p>(g) Record Keeping - The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection and update the same on regular basis which shall be checked / verified by GRSE on demand.</p>
15.	GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD	Article – 10	12 (Twelve) Months from the date of Final Inspection of the job.
16.	ESCALATION	Article – 12	<p>Escalation shall not be applicable for initial period of 02 years.</p> <p>However, in case of extension due to GRSE requirement escalation of rates as per following will be applicable on the established rates.</p> <p>Escalated Rate shall be $R + [(0.7R) \times \{(B-A)/A\}]$ R = Initial Established Rate</p>



Sl. No.	Description	Reference	Requirement of NIT
			<p>A = Average minimum daily labour wage rate as on start date of Rate Contract. B = Average minimum daily labour wage rate as on end date of Rate Contract.</p>
17.	AWARDING JOBS TO MULTIPLE BIDDERS	Article – 16(a)	<p>Separate bidder against each line item: Applicable as follows.</p> <p>(a) Rate Contract for jobs at Line Item 10 to 30 will be established with item wise L1 bidder.</p> <p>(b) Considering the requirement of parallel rate contract, GRSE Ltd. at its discretion may distribute the item wise jobs between parallel contractors. The rate established with L1 bidder will be offered to the other bidders as per their bid ranking in ascending order based on their quoted price. The distribution of the job shall be in the tentative ratio as mentioned below (Ref. Article-16b). The Bending & Outfitting job will be distributed in combination with fabrication job where, the item of fabrication will rule the distribution pattern.</p> <p>(c) In case of requirement / poor performance by engaged vendors, other qualified bidders may also be engaged for execution of job at established rate and the ratio mentioned above may be changed.</p> <p>(d) The established L1 rates for line item 40 to 200 i.e. Bending & Outfitting job has to be accepted by the block fabricators for work execution.</p> <p>(e) The number of vendors for engagement in parallel will be at the sole discretion of GRSE and no claim from individual vendors will be accepted in this regard.</p> <p>(f) Individual purchase orders to the vendors will be issued as per requirement of GRSE.</p>
		Article – 16(b)	<p>Ratio of Distribution:</p> <p>(a) GRSE wishes to engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder.</p> <p>(b) GRSE intends to distribute the tendered quantity of job for each line items line items 10 to 30 amongst 06 vendors in the ratio of 30:20:20:10:10:10. The number of vendors and ratio is indicative only and may vary as per actual requirement of the yards / ships under construction.</p> <p>However, line items 40 to 200 i.e. bending work & outfit works will be distributed in combination with fabrication job where, the</p>



Sl. No.	Description	Reference	Requirement of NIT
			<p>item of fabrication will rule the distribution pattern.</p> <p>(c) The rate established with L1 bidder will be offered to other qualified bidders in bid ranking (ascending order) with respect to price offer.</p> <p>(d) In case of non-performance / poor performance by the engaged contractors or increase in quantity beyond the tendered quantity the distribution ratio may vary.</p> <p>(e) In case the number of qualified bidders becomes less than 6 for any reason whatsoever, distribution of job to the available qualified bidders at higher ratio may be considered by GRSE keeping L1 share higher as far as possible in following probable ratios:</p> <p>(i) 35:25:20:10:10 for 05 Bidder</p> <p>(ii) 35:25:25:15 for 04 Bidder</p> <p>(iii) 50:25:25 for 03 Bidder</p> <p>(iv) 50:50 for 02 Bidder</p> <p>(f) In case non-acceptance of established L1 rate by bidders other than L1, 50% job will be initially loaded to L1 bidder. However, considering performance of the engaged vendor, 100% of the job may be subsequently loaded on the vendor in phases.</p> <p>(g) Trial order may be placed at discretion of GRSE for a maximum quantity of 25% of tendered quantity.</p>
18.	INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORS (IEM)	Article – 18	<p>Applicable</p> <p>Submission of INTEGRITY PACT complying to Article-18 & 25 and ANNEXURE-11 of NIT is MANDATORY.</p>
19.	PAYMENT TERMS	Article – 22 (3) & Annexure-1C	<p>Terms mentioned at Article-22(3) shall prevail over SOTR.</p> <ol style="list-style-type: none"> 1. 90% (Ninety percent) of the value of actual work done / stage payment will be paid against bill supported with Work Done Certificate. 2. 10% (Ten percent) of the certified value of work shall be released on:- <ol style="list-style-type: none"> a. Completion of the Guarantee period / defect liability period subject to satisfactory liquidation of defects duly certified by Bill Certifying Authority. <p style="text-align: center;">OR</p> <ol style="list-style-type: none"> b. Submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period. c. For releasing PBG after expiry of guarantee period, the PBG release application to be



Sl. No.	Description	Reference	Requirement of NIT
			<p>submitted to Contract Cell duly certified by Bill Certifying Authority.</p> <p>3. Single Bill shall be accepted each month against Purchase Order.</p> <p>4. Payment will be made on actual certification basis</p> <p>5. STAGES OF PAYMENT (subject to retention for Performance Guarantee):</p> <p>a. For fabrication of block where unit fabrication is applicable:-</p> <p>I. Stage I - 10% after Skid Inspection of block.</p> <p>II. Stage II - 20% after 50% of Sub Assembly production of Unit or Block, whichever is applicable.</p> <p>III. Stage III - 25% after fabrication & internal Dry survey of Unit.</p> <p>IV. Stage IV - 25 % after Completion of Fabrication & Internal Dry survey of Total Block.</p> <p>V. Stage V - 20 % after Completion of Outer Hull Dry Survey, Pressure test of tanks and radiography & ultrasonic test of the block.</p> <p>b. For fabrication of block where unit fabrication is not applicable:-</p> <p>I. Stage I - 10% after Skid Inspection of block.</p> <p>II. Stage II - 20% after 50% of Sub Assembly production of Unit or Block, whichever is applicable.</p> <p>III. Stage III - 50% after fabrication & internal Dry survey of block.</p> <p>IV. Stage IV - 20 % after Completion of Outer Hull Dry Survey, Pressure test of tanks and successful completion of radiography & ultrasonic test of the block.</p> <p>b. For Bending & Outfitting job:- 100% on job completion.</p>
20.	QUALITY ASSURANCE / INSPECTION	STC-37 & Clause-9 of SOTR (Annexure-1A)	As per Clause-9 of SOTR (Annexure-1A). Inspection Authority shall be as follows: (i) GRSE (QA rep)/ GRSE nominated inspection agency. (ii) Warship Overseeing Team (WOT)/ Owners rep. (iii) Class for ships built to Class
21.	WORK DONE CERTIFICATE AUTHORITY	Article – 22 & Clause-13 of SOTR (Annexure-1A)	(a) WDC shall be duly certified by Shop officer/ Project officer/ AGM/DGM (Hull) RBD/MW or Project Leader or his/her nominated officer, AGM/DGM (HP&IP) or his nominated officer. (b) For outfitting work carried out by Vendor after completion and shifting of block from fabrication Site, the WDC shall be certified by AGM/DGM (Hull) / PL of respective yard or their nominated officer of the respective GRSE unit where the outfitting work is carried out; or AGM/DGM (HP&IP) or his nominated officer.



Sl. No.	Description	Reference	Requirement of NIT
			<p>(c) WDCs will be issued for the following stages of block where unit fabrication is applicable:</p> <p>(i) Stage I - Skid Inspection of Unit or Block, whichever is applicable.</p> <p>(ii) Stage II – 50% Sub Assy. production of Unit or Block, whichever is applicable.</p> <p>(iii) Stage III - Fabrication & Internal Dry survey of unit.</p> <p>(iv) Stage IV - Fabrication & Internal Dry survey of Total Block.</p> <p>(v) Stage V - Completion Outer Hull Dry Survey, Pressure test of tanks and radiography & ultrasonic test of the block.</p> <p>(d) WDCs will be issued for the following stages of block where Unit fabrication is not applicable:</p> <p>(i) Stage I - Skid Inspection of Block.</p> <p>(ii) Stage II - 50% Sub Assy. production of Block.</p> <p>(iii) Stage III - Fabrication & Internal Dry survey of block.</p> <p>(iv) Stage IV - Completion Outer Hull Dry Survey, Pressure test of tanks and radiography & ultrasonic test of the block.</p> <p>(e) WDCs for Bending & Outfitting jobs will be issued on completion of full job.</p>
22.	BILL CERTIFYING AUTHORITY	Article – 22 & Clause-15.1 of SOTR	CGM/GM/AGM-Incharge of respective units OR Project Superintendent (PS) of the project as specified in the specific PO OR their nominated GRSE Officer.
23.	NON-DISCLOSURE AGREEMENT	Annexure-12	• Applicable
24.	COLLECTION OF RAW MATERIAL AND DELIVERY OF COMPLETE MATERIALS	Article – 22	• Not Applicable
25.	MATERIAL RECONCILIATION	Article – 22	• Not Applicable
26.	SPECIAL TERMS & REQUIREMENTS OF THIS TENDER		<p>a) Modification/Rework (Ref CI-14 of SOTR)</p> <p>(i) Modification / rework charges at 120% of the applicable rate will be payable in case of changes/ modification at the behest of GRSE/due to changes in drawing in blocks already fabricated and certified as per Inspection stage in QAP. However, this will have to be done under written instruction from GRSE and a mention to this effect is to be made in WDC.</p> <p>Any rework arising out of defective workmanship will not be paid for.</p> <p>[Note: For replacement of any portion through modification work, payment @120% rate will be paid for the weight of modified/rework done. For cutting/dismantling of the earlier done work</p>



Sl. No.	Description	Reference	Requirement of NIT
			<p>(before modification) will not be considered as rework/mod work].</p> <p>(ii) Inspection will be carried out by GRSE nominated officer before start of modification to ascertain the Scope of modification to be carried out in fabrication/integration stage. Modification work emerging prior to erection of block at Building Berth shall be in the scope of Block Fabricator.</p>
			<p>b) Recovery:</p> <p>(i) In case of any damage to material supplied by GRSE and wastage of material thereof happens while executing the work, the cost of material will be recovered from vendor.</p> <p>(ii) Any additional expenditure incurred by GRSE on account of poor workmanship by the vendor, will be recovered from the vendor.</p>
			<p>c) Offers from vendors who have been issued notice / correspondence by GRSE for poor / non-performance within last 6 months from the date of publication of this tender may not be considered.</p>

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

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I: Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of “**BIENNIAL RATE CONTRACT FOR FABRICATION OF STEEL HULL BLOCKS INSIDE GRSE PREMISES**”.

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

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

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

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

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

- i. Bidder's Average Audited Annual financial turnover during last 03 financial years should be at least the amount as specified at NIT Terms & Requirements. Annual Statement (Audited / Certified by Chartered Accountant) for the relevant last three (03) years is to be provided while submitting the bid.
- ii. Requisite formats attached with NIT as **Annexure 4** to be filled up in support of above financial eligibility criteria.

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

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

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

- i. Offer should be valid for period as stipulated in NIT Terms & Requirements from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond the stipulated period against valid reason.

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

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

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



ARTICLE/अनुच्छेद 6. BOQ बी ओ क्यू

- (a) BOQ for the work is detailed at **Annexure-1B**.
- (b) Methodology of quotation / BoQ mentioned at **Annexure-1B** shall prevail over methodology of quotation / BoQ mentioned at any other part of the document including SOTR / SOR.

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

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

ARTICLE/अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन

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

ARTICLE/अनुच्छेद 8. TENURE OF CONTRACT

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

ARTICLE/अनुच्छेद 9. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

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

ARTICLE/अनुच्छेद 10. GUARANTEE & WARRANTY गारंटी एवं वारंटी

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

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

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

ARTICLE/अनुच्छेद 11. PRICE मूल

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

ARTICLE/अनुच्छेद 12. ESCALATION मूल्य वृद्धि

- (a) **NO ESCALATION** of price during the contractual period and/or till completion of complete work (except change in GST Rate, if notified by Competent Authority) shall be applicable.
- (b) **Escalated Rate** in case of extension of validity period shall be as mentioned in NIT Terms & Requirements.

ARTICLE/अनुच्छेद 13. UNREASONABLE QUOTES अतर्कसंगत भाव

- (a) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.



- (b) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote may be liable for rejection.
- (c) If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 03 years.

ARTICLE/अनुच्छेद 14. CONDITIONAL OFFER सशर्त प्रस्ताव

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

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

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

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

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

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

- (a) Separate bidder may be engaged against each line item mentioned in BOQ based on L1 determination (as mentioned at Article-15 above) as specified at **SI-17 of NIT Terms & Requirements.**
- (b) GRSE wishes to engage multiple bidders for the tendered work subject to the bidders accepting the rate quoted / agreed by L1 Bidder. The ratio of distribution shall be as indicated in **SI-17 of NIT Terms & Requirements.**

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

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

ARTICLE/अनुच्छेद 18. Integrity Pact & Independent External Monitors (IEM):

- (a) **Integrity Pact (समप्रता अनुबंध)** pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure - 10. The "Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.-1) in GRSE website]



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

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

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

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

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



- xii. Difficulty in submitting the bid:
- In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from SOTR authority prior submission of offer.
 - Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Nilanjan Kar, Sr. Manager (Contract), GRSE (Main Unit) e-mail: Kar.Nilanjan@grse.co.in Mobile no. +91-8584888194.
 - Any difficulty in submitting / uploading of e-tender or for any system help Mr. Saraswata Palit, SR. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata @grse.co.in/ GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
- xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail address to enable faster communication.

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

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

h) PREVALANCE OF VERSION / संस्करण की व्यापकता:

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

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

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

- Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.



- ii. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 18. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.
- xiv. Instances of Poor / Non-performance by bidder in earlier Contracts with GRSE within the past three months from the date of publication of the tender.

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

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

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

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

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

3.1 The contractor shall submit the R/A bills in triplicate along with all necessary / required supporting documents, measurement sheet etc.

3.2 **Percentage** of the value of actual work done as specified at NIT Terms & Requirements will be paid progressively against R/A bill at a frequency of once every month during construction. The amount paid at every month shall be evaluated on the basis of actual completed works done during the previous month, against the BOQ item and Unit Rates, on certification of quantum and quality of work by Engineer / Engineer's Representative.

3.3 **Remaining Percentage** of the certified value of work shall be released on: -

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

OR

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

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

- 3.4 Moreover, release of payment shall be subjected to payment of wages to engaged workforce (complying to minimum wages (as notified by Office of Chief Labour Commissioner, Govt. of India



time to time), clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor. The following shall be applicable in this regard:

(i) Payment of Wages to engaged employees / workmen should be made through individual Bank A/C on monthly basis. Cash payment is not permissible.

(ii) Completion of PF-UAN seeding and activation of all of their employees / workmen as UAN would be the key field in ECR generation.

(iii) Compliance to Contract Labour Act requirements as per Appendix A, B & C as uploaded in GRSE website in support of this tender as indicated in NIT.

3.5 The Bill is to be accompanied with a declaration of Contractor in regard to compliance of all Statutory Dues including PF, ESI and other labour oriented mandatory liabilities of the Contractor. The declaration is to be submitted in letter head of the Contractor.

In case the declaration emerges to be false as on date of declaration, stringent action (including but not limited to Tender Holiday & Suspension of Business) may be initiated by GRSE.

In case of non-submission of the declaration, the bill shall be treated as incomplete and shall be rejected.

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

Work Done Certificate will be issued by the Authority as indicated at SI-22 of NIT TERMS & REQUIREMENTS. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

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

As mentioned at NIT Terms & Requirements.

6. **Bill Submission बिल प्रस्तुति:**

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

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

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

(a) Raw materials will be required to be collected from GRSE against submission of Material Guarantee Deposit on form of Demand Draft / Bank Guarantee (as per GRSE format) amounting to value as specified at **NIT Terms & Conditions** OR the equivalent value of material as that will remain in the custody of the firm during the execution of the work ONLY in case of materials taken outside GRSE premises. Transportation of materials from GRSE to sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE are the responsibility of the contractor.

(b) Indemnity Bond affixing the Common Seal from the registered sub-contractors can be accepted but it should be backed by Insurance Coverage with GRSE as the beneficiary on case-to-case basis with due approval of the management. GRSE registered vendor who are interested to submit Indemnity Bond backed by Insurance coverage should indicate clearly in their offer.

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

Vendors are to furnish the material reconciliation statement (running MRS) for all free issue materials, ONLY in case of materials taken outside GRSE premises against each consignment immediately on delivery of the same but not later than 30 days of delivery, showing details of raw materials received and material returned or as specified in at **NIT Terms & Conditions**. Any excess consumption of material on account of wastage



/ damage / re-work attributable to the Contractor, shall be liability of the Contractor and shall be recovered from the receivables of the Contractor from GRSE or otherwise.

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

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

9. **Liquidated Damages / Penalty**

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

10. **Risk Purchase जोखिम खरीद**

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

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

11. **Time of completion**

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

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

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

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

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

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



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

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

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

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

Sl. No.	Description
1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2.	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3.	Integrity Pact
4.	Registration Certificate of the Company with ROC / Trade License
5.	PAN, TAN, GST
6.	Copies of registration with PF, ESI authorities.
7.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
8.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS). In absence of the same, offers of MSMEs may be liable to rejection.
9.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner (If applicable)
10.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
11.	Acceptance Matrix for NIT
12.	Acceptance Matrix for Standard Terms & Conditions
13.	Acceptance Matrix for SoTR
14.	Format for Technical Eligibility Criteria
15.	Format for Financial Eligibility Criteria
16.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'21 in support of Financial Eligibility.
17.	Self-Certification for Blacklisting / Tender Holiday
18.	Disclosure by Contractor of existing work load



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

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

The Bidders should mention the following:

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

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

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

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

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

PHYSICAL SUBMISSION		
1	EMD Instrument	Within 05 days from opening of Part I bid
2	Integrity Pact & Non-Disclosure Agreement (as applicable)	Within 05 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favor of	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	KOLKATA
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of General Manager (CC, HP & IP), Commercial Department, 61, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).	
NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID		

ARTICLE/अनुच्छेद 26. SUBMISSION OF BID बिड की पेशी

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



ARTICLE/अनुच्छेद 27. PRE-BID MEETING बोलीपूर्व बैठक

- i. Bidders are requested to forward their queries over email to the e-mail address of Contact Person mentioned at Page-1 and to Kar.Nilanjan@grse.co.in within date & time as mentioned under Cardinal Dates.
- ii. Pre-bid meeting shall be held at venue and on time as mentioned in at Page-1.
- iii. The dates & time related to Prebid Meeting mentioned at Page-1 shall prevail over SOTR.
- iv. Pre-bid meeting shall be held over Video Conference at the same time and date and the link for the VC is as follows:

Join by meeting number

Meeting number: **2514 604 5402**

Meeting password: **456123789**

Join from a video system or application

Dial **25146045402@grse.webex.com**

Or dial **210.4.202.4** and enter your meeting number

Join from the meeting link:

<https://grse.webex.com/grse/j.php?MTID=me3c7ef26934fbe6825b2f5f96103c270>



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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

Phone/दूरभाषः:(033) 2469-8140 to 8143, FAXफैक्सः (033) 2469-8144

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

CIN / सी आई एन: L35111WB1934GOI007891

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

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT(P)/HULL FAB (I)/024/ET-3044 Dated: 14-Aug-2024
Job Title / कार्य का नाम	BIENNIAL RATE CONTRACT FOR FABRICATION OF STEEL HULL BLOCKS INSIDE GRSE PREMISES
SOR No:	TS/HP&IP/2024/02 Rev:4.4 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION OF STEEL HULL BLOCKS AT GRSE	SOR No. TS/HP&IP/2024/02
Group: Hull		Rev: 4.4
Inspection: GRSE QA /WOT/CLASS	Drawn by: S Sikdar, M(HP&IP) Date: 13/08/2024	Checked by: Mr. Utpal Sinha DGM (HP&IP)

1. INTENT

It is the intention of GRSE to enter into a biennial rate contract for fabrication and pre-outfitting of Hull blocks for **Ship Type-1, Ship Type-2, Ship Type-3** and other ships under construction at GRSE and also for any future Coast Guard, Naval and Commercial Vessel projects. The fabrication is to be done inside GRSE at Main Works and/or at RBD unit. These hull blocks are three dimensional in shape, of mostly longitudinally framed construction with decks having sheer and / or camber. Blocks may be of AH36/DH36 Steel, Mild Steel, ABS grade steel or other shipbuilding grade steel. Plate thickness varies from 3.15 mm to 32 mm, with some higher thickness plates at scattered locations. Indicative block sizes are given in Enclosure -1.

2. DETAIL OF SERVICES

Sl. No.	Description	UOM	QTY
A.	Fabrication of AH36/DH36/MS/ABS grade steel block with supply of gases inside GRSE	Tonnes	3000 T
B.	Fabrication of AH36/DH36/MS/ABS grade steel block without supply of gases inside GRSE	Tonnes	800 T
C.	Fabrication of AH36/DH36/MS/ABS grade steel mega-blocks with supply of gases inside GRSE	Tonnes	6000 T
D.	2D Bending	Tonnes	2500 T
E.	3D Bending	Tonnes	1500 T

3. TECHNICAL QUALIFICATION CRITERIA:

- Bidders should have undertaken similar works. Similar works is defined as fabrication and erection of Steel hull blocks and / or fabrication and erection of closed hollow stiffened steel structure. Bidders should be conversant with the procedures so that they could adhere to the GRSE and Naval / Class requirements & specifications while carrying out fabrication of hull & super structure blocks. The vendor should have experience of carrying out structural work inspected and cleared by Classification Society.
- Work Order copies in support of the bidders' experience and past performance on fabrication/erection work on ships/vessels/ heavy structure/major seats which includes structural work involving structural continuity, alignment and designed to bear heavy load in DMR 249 A /AH36 / ABS grade / Mild steel (IS-2062) or equivalent steel in last 3 years ending on 30-July-2024. Quantum of fabrication work as defined above at para 3(a) successfully executed in any 01-year period during last 03 years should be in excess of 200 Tons (only fabrication weight shall be considered).
- Satisfactory Work Completion Certificates corresponding to the work orders, issued by the party for whom the work is done to be submitted. GRSE reserves the right for cross verification of authenticity of the said documents whenever felt necessary.
- All prospective vendors are to attend pre-bid meeting. The attendance of pre-bid meeting is mandatory as details with respect to PSPC, guidance midship drawings and



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block division plan will be shown for appreciation. Without seeing these vendors will not be able to submit correct bids.

- (e) GRSE reserves the right to issue developmental/trial orders (initial order to be 10% of overall indicative quantity at para 2) to vendors who are technically competent but are not meeting certain clauses as per the technical or commercial evaluations. In event the trial order is executed successfully then such bidders can be loaded more quantities.

4. CONTRACTOR'S (VENDOR'S) SCOPE OF WORK

- (a) The blocks are to be fabricated in accordance with unit and block drawings. The unit / block drawings and other drawings will be provided by GRSE progressively.
- (b) The units (2 or more of them) are to be aggregated into mega blocks as per the Block division plan of the respective ships.
- (c) All necessary arrangements for integration of units like placement of dock blocks etc. are to be carried out by subcontractor.
- (d) Outfit items as listed below (material and drawing to be issued to Vendor before Dry-survey of Block) are to be fitted as per drawings issued by GRSE:
- (i) Manholes, hatches, EES, Arch Openings.
 - (ii) Bollards, fairleads, open and closed chocks etc.
 - (iii) Fabrication and erection of equipment seats
 - (iv) Naval and Hose Pipes
 - (v) Tank/ Bhd./ deck/ shell penetration pieces. All openings to be temporarily closed with pipe joints
 - (vi) Racks & shelves.
 - (vii) Roller
 - (viii) Scuttle
 - (ix) Door & Hatches
 - (x) Rung
 - (xi) Ladder
 - (xii) Pipes inside Tank
 - (xiii) Sea Tubes
 - (xiv) Hard Point for Cargo securing
 - (xv) Miscellaneous Outfit items
- (e) Seat fabrication and erection, fitment of outfit items as mentioned above shall be considered as part of block weight for compensation to Vendor.
- (f) Transportation of processed piece parts from Plate Preparation Shops (PPS) at GRSE(MW) or GRSE(RBD) and profiles, Outfit items from GRSE (stores) are to be arranged by Vendor.
- (g) Transportation of loose material/ panels/units/blocks within GRSE will be the responsibility of the vendor. Crane for lifting and Transporter (KAMAG/TOMAC/PONTOON) for transportation of blocks shall be provided by GRSE at no additional cost. Manpower and hot work assistance during transportation of blocks shall be in vendors' scope.



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- (h) GRSE will unload the blocks at berth/ dry dock/Pontoon with assistance from contractor. Ensuring safety and securing of the block while turning / loading / unloading & during transportation, will be the responsibility of the vendor.
- (i) APT of tanks and compartments as indicated and Water Pressure Test of tanks to be carried out with fresh water at design pressure as per testing plans. Standards/ Drawings will be provided by GRSE.
- (j) Dry Survey of compartments as per GRSE laid down standards/ QAP.
- (k) **Curved Plates:** GRSE reserves the right to supply Curved plates in flat form. Vendor will be required to bend those plates as per bending details provided by GRSE and use those for fabrication of Blocks. List and weight of such pieces will be provided along with Block details. Hydraulic press of GRSE may be used for bending plates on chargeable basis. If any wastage of material happens while executing bending by vendor, then the cost of material will be recovered from vendor. As per norms, the bending inspection will be undertaken by firm's internal QA.
- Note: - In event GRSE supplies plates in curved form, the charges for plate bending will not be applicable.
- (l) Ship Reference line/water line marking to be punched on Deck & Bulkhead and certified by GRSE QA / WOT (Kol.) for erection of outfitting items.
- (m) Fabrication and erection of Lifting and Turning Eyes for Blocks are in the scope of Vendor. Guidance drawings will be provided to selected/ short-listed vendor. Eye plate welding is to be checked with DP Test. Fabricated and Erected lifting and turning eyes will be considered as part of Block weight and vendor will be compensated accordingly. Lifting and Turning Eyes to be retained as far as possible to optimise material uses.
- (n) Keel sighting arrangement (if required) for blocks to be made. Readings to be taken every 15 days and their record to be maintained.
- (o) **Robotic Welding** – GRSE has installed robotic welding facility. Robotic welding facility of GRSE may be used by vendor for welding of flat panels on chargeable basis.
- (p) At times, uncut but blasted & primed steel, not exceeding 10% of total block weight, would be supplied and the same would have to be cut by the contractor. Mainly these plates would be for seats and minor structures.
- (q) The vendors are to maximize use of automated welding and automated machines for gas cutting for edge preparation.

5. **DRAWINGS**

In addition to Unit and Block drawings referred in para 3, other drawings, as listed below need to be referred during fabrication of Blocks.

- Offsets table
- Block Division
- Welding details.
- Drawings for fitting various outfit items.
- Standard structural details
- Radiography, Ultrasonic & Non-destructive testing requirement
- GRSE proposed QAP for hull construction.



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6. CONTRACTOR'S SCOPE OF SUPPLY

- (a) Adequate skilled operatives, officers & supervisors to meet the steel through put of minimum 900 Tons (Block weight excluding skids & other support structure) in 90 calendar days. The requisite skill sets required are as follows:

Sl.	Skill	Requirement
i	Structural fitter	ITI or Min 02 years' experience
ii	Composite Welder (Gas/ Arc)	welder qualification for respective material by Classification Society
iii	Grinders	02-years work experience

Indicative Minimum requirement of skilled personnel required to be deployed in each Unit of loaded block is given below: -

- (i) 01 Set of Marker, 05 Set of Fitter
- (ii) 04 Welders, 04 Gas cutters, 04 Grinders (addl. grinders will be required for PSPC blocks)

- (b) Vendor is to have a dedicated and qualified QA team and the QA Inspector is to forward all requests for inspection along with copy of Vendors' internal inspection report. The qualification for the QA inspectors is as follows:

Hull Inspection	a) Diploma in mechanical/ civil with past Naval experience or ship building experience in an established shipyard for minimum three years is mandatory. b) Must have completed a certified welding inspector course.
NDT	At least one NDT level II (RT& UT & DPT) Diploma in Mechanical / Metallurgy with minimum three years' experience in the established test lab.

- (c) All scaffolding materials required for fabrication of blocks have to be arranged by the contractor. Any such materials available with GRSE may also be used at free of cost.
- (d) Material handling equipment like Hydra for loading/unloading plate parts and fitment of the same, where EOT crane is not available to be provided by Vendor. Driver/Operator for available EOT Cranes in GRSE Shops to be provided by Vendor. Safety Checks of the equipment & driver/operator to be ensured by the vendor.
- (e) All tools and tackles required for fabrication of blocks like welding machines, gas cutters, grinding machines and wheels, Portable ovens etc to be provided by subcontractor.

Energy efficient DC welding machines of reputed make with synergy & pulse function to be brought in by the contractors. Cutting equipment with flash back arrestor to be brought in by vendor. Duly calibrated and certified pressure regulators, pressure gauges, any other machine, equipment, material and consumables not covered under para – 6, are also to be arranged by contractor. Details of consumption of weld consumables are to be maintained and submitted for GRSE scrutiny on a regular basis.\

Vendor is to also provision and use magnetic aligners, magnetic earthing pods and automatic robotic welding machines.



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The welding struts / supports for fabrication specially in PSPC areas to be minimized to zero.

- (f) All safety gears for vendor's workmen are to be provided by vendor and a qualified Safety officer to be deployed for the block fabrication work in Main Works, RBD or any other allotted work place.
- (g) Pump required for water pressure test and vacuum test to be arranged by the sub-contractor.
- (h) All gases required for cutting like for example DA, Oxygen for Service serial 2(A).
- (i) Gases required for welding for example Argo-shield, CO2 etc. are to be provided by vendor.
- (j) Ceramic back strips, Dye penetration test kits to be provided by subcontractor.
- (k) Anything not covered under GRSE's scope of supply in para 7 to be provided by subcontractor free of cost.
- (l) Requisite Ty lighting required for at Block fabrication stage (over and above the shop floor lighting) to be arranged by vendor. For Ty. Lighting, 24 V hand lamps to be used. Power supply shall be provided by GRSE.
- (m) For bottom and side welding of mega blocks automated robotic welding machines are to be used and provisioned accordingly by the vendors.
- (n) Approved welding consumables as per Class are to be used by Vendor. Same are to be sourced by Vendor.

7. GRSE'S SCOPE OF SUPPLY

- (a) Processed plates of steel duly blasted, primed and cut to size by GRSE
- (b) Curved SKID profiles, steel sections required for fabrication of hull blocks in approximate 6 – 10 M length as rolled.
- (c) All skid material and fabrication aid, tie members, strong backs, dock blocks. Vendors are to maximize the use of screw jigs held with GRSE for vertical skids. Further surplus/ pre-used angles as held in GRSE are to be used first. The use of fresh angles etc are to be minimized.
- (d) Primer with thinner for touch-up after welding & preservation.
- (e) Fitting out items as listed in para-4 (b).
- (f) Raw material for fabricating lifting lugs with doublers.
- (g) Transporter (KAMAG/TOMAC), crane for transportation of blocks shall be provided by GRSE at no additional cost.
- (h) Three copies each of block drawings along with material list.
- (i) Approved welding consumables as per Class are to be used by Vendor. Same are to be sourced by Vendor.
- (j) Infrastructure for fabrication including crane except as stated at para 6(d). Vendor will be required to position and operate these cranes with operators having past experience.



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- (k) Electricity, compressed air and water at designated distribution points.
- (l) Pontoon for river transportation or suitable transporter for road transportation of Blocks between Main and RBD

8. WORKMANSHIP

- (a) Fabrication of Hull blocks should be of good workmanship and meet GRSE laid down standards. All structural members must match with drawings. Green material for stiffeners for matching with adjacent blocks should be provided as shown in drawing.
- (b) Consolidation of into mega blocks is also to be done as per laid down norms and class & QA reqts.
- (c) Welding leg length and edge preparation to be as per drawing/Welding details at para 5 (c). All welding must be done by welders qualified for respective grade steel as applicable. These vessels being of fine hull form construction, proper care should be taken for welding so as to achieve minimum distortion, well within limits laid down in the GRSE standards. MIG welding to be done to the maximum extent possible. All Dye penetration test to be carried out at contractors' cost.
- (d) WPS/PQR as established in GRSE duly certified by relevant Class for the grade of material are to be strictly followed.
- (e) Loss of parent metal on any surface caused by gas cutting / chipping must be avoided. However, in case of such eventuality, with prior approval from inspection authority it is to be repaired by weld deposition and subsequently grinding. The block are to be touched up, especially the areas affected by welding / gas cutting / grinding with shop primer. Straightening of pre-fabricated items like beams, girders, sections, etc. to be carried out before fitment/erection on the block.

Any additional expenditure incurred by GRSE on account of poor workmanship by the vendor will be recovered from the vendor.
- (f) All structural members at the abutting edges of Hull block are to be kept un-welded for a length of 150-300mm from ends for ease of matching with corresponding members of adjacent blocks.
- (g) Overall finished dimension of blocks and spacing of structural members should be as per drawing. Deviation/deformation, if any, has to be within the limit, as per GRSE laid down standards.
- (h) The blocks are to be provided with one waterline mark and one-line parallel to the fore-aft line.
- (i) The contractor has to take necessary action to preserve the fabricated panels. Thin coating of primer up to 20 microns is permitted.
- (j) Proper care must be taken during transportation of these blocks and transit damages, if any, must be rectified by the contractor at GRSE free of cost. There shall not be any deformation post cutting of additional supports/members required for transportation. Any deformation found will be rectified by the vendor at no extra cost. Else GRSE may carry out necessary rectification on chargeable basis.
- (k) QA Plans for inspection to be prepared by contractor in-line with Project QAP approved by Class/Owner rep. & to be finalised with GRSE (QA). Vendor



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responsibility is to get approved QA plans by GRSE QA within 01 week of placement of order/ LOI.

- (l) Contractor is solely responsible for the safety of their workmen. Contractor to ensure safe working condition at their work spot. Special care to be taken to provide wooden planks for working platform and rigid ladders etc. for inspection staff & surveyors.
- (m) Certain blocks/ mega blocks will be designated as per design to be PSPC compliant. The dry survey of the said units are to be of a very high order. These blocks will be blasted by GRSE in a facility in GRSE and post blasting the defects pointed out by Surveyors are to be rectified on a PRIORITY basis. This rectification will need dedicated dry survey teams who are to be equipped with needle grinders, normal grinders and other tools. Defects pointed out are to be rectified within 4 to 5 hours considering painting requirements. Same is to be done for mega blocks also.

9. INSPECTION

- (a) Inspection of blocks including stage inspection will be carried out by GRSE/ Inspection Authority. At least 02 days prior notice is required for offering inspection. Rectification, if any, recommended by Inspecting Agency / Class Agencies/ End user, will have to be carried out by contractor without extra cost, within the contractual time period. Minor modification, if any, need to be carried out without extra cost.
- (b) Before release of blocks, inspection report is to be certified by GRSE Inspection Authority. Accordingly, work done certificate will be issued by GRSE.
- (c) Stages of inspection will be as per approved QA Plan.
- (d) Tolerances will be as per Standard Shipbuilding practices and QIP document.
- (e) Non-destructive testing of welds by PAUT & radiography tests will be carried out by GRSE(QA). Necessary in-way work for conducting PAUT is to be carried out by vendor in the area/location marked by GRSE QA. Marking of X-Ray will be done by GRSE Inspection Authority. Dye penetration testing will be undertaken by firm & wherever applicable will be witness by GRSE QA/ inspection authority as per approved NDT Plan.
- (f) Inspection Authority: -
 - (i) GRSE (QA rep)/ GRSE nominated inspection agency.
 - (ii) Warship Overseeing Team (WOT)/ Owners rep.
 - (iii) Class for ships built to Class

10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS (IPR)

- (a) All information given to the Contractor for execution of this order are Intellectual Property of GRSE and are to be treated as Confidential. All technical information, drawings, specifications & other related documents forming part of this work are property of GRSE & shall not be used for any other purpose except for execution of this order.
- (b) No information, drawing or document shall be copied, transcribed, traced or reproduced in any form to a third party and used in any other form whatsoever without GRSE's prior consent in writing, except to the extent required for execution of this order. The Contractor shall ensure to return all inputs received at their office at the



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end of engagement. Any violation shall be considered as infringement of Intellectual Property Rights of GRSE. The Contractor shall be bound by Official Secrets Act promulgated by Government of India. The Contractor shall submit a Non-Disclosure Agreement with GRSE to this effect, after placement of order.

11. MISCELLANEOUS

- (a) Welders to be qualified and certified by relevant Class/es of the project & it is under vendor's scope.
- (b) Min. 75% of deployed manpower should be of skilled category (Welders/ fitters). It is essential that this is complied with.
- (c) All material to be lifted within 04 working days from the date of issue of notice by GRSE.
- (d) All materials received by Contractor vide Challan are to be mustered to ensure that there is no shortfall between physical supply and Challan. Shortfall if any to be intimated within 05 working days of material delivery.
- (e) **All outfitting items must be fitted in the block.** A reconciliation report to be submitted prior to final inspection. Any clarification required on drawings must be obtained from GRSE within 05 days of receipt of drawing.
- (f) Before delivery, all tanks are to be properly cleaned, dried and preserved and then boxed up. All openings are to be properly covered with polythene sheet.
- (g) Pro-rata progress, as per delivery schedule of block will be checked on weekly basis. In the event of any undue delay, GRSE will have the right to withdraw the block(s) from the vendor and impose penalty as deemed fit. Such action may also call for blacklisting the vendor.
- (h) The contractor is responsible for upkeep of the work area. The shop/work area shall be kept neat and clean at all times. Garbage and scrap are to be segregated and deposited at the space earmarked by GRSE. Penalty shall be imposed on defaulters.
- (i) GRSE in order to facilitate complete outfitting works (sub para e refers) may direct the vendor to supply and fit certain items that are not available in GRSE but are required for block/ mega outfit block. The list of items and quantities (including specifications & certifications) thereof will be indicated in Pre-bid Meeting / well in advance to vendors to enable provisioning. Indicative list is placed at **Enclosure-3**.
- (j) The vendor is to ensure that the traceability marks on the plates and part pieces are preserved throughout fabrication process. If shifting marking to another place on the plate is required, the same should be done clearly.

12. DELIVERY

Delivery date will be counted from the date of issue of first lot of processed matching material. Vendor has to muster the delivered material and shortfall, if any, to be reported to respective Plate Preparation Shop and HP&IP within 05 days of receipt of material.

The period of fabrication and delivery to GRSE for various units/ blocks with fitment of outfit items are as under:

- (i) Up to 30 Ton - 24 days



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- (ii) More than 30 Ton up to 50 Ton - 40 days
- (iii) More than 50 Ton up to 80 Ton - 50 days
- (iv) More than 80 Ton - 90 days

Additional 15 days of construction period will be applicable for critical units/blocks (like bottom blocks and nose blocks) upto 50 Ton. In addition, additional 07 days shall be given for Blocks up to 50 Ton for fresh Skid fabrication only for high curvature blocks as designated by GRSE.

(In case outfit items are to be fitted, vendor shall be intimated for collection of items 15 days prior scheduled completion date of block).

Hindrances in fabrication due to non-availability of GRSE supplied processed material, drawing modification will be checked and certified by AGM/DGM (HP&IP) or his Nominated Officer and the delay will be considered for the total period of fabrication and the purpose of calculation of LD.

13. WORK DONE CERTIFICATE

- (a) WDC shall be duly certified by Shop officer/Project officer/A/DGM (Hull) RBD/MW or Project Leader or his/her nominated officer, A/DGM (HP&IP) or his nominated officer duly supported by QA inspection notes and Weighment Certificate of the block where the blocks are being fabricated.
- (b) For outfitting work carried out by Vendor after completion and shifting of block from fabrication Site, the WDC shall be certified by A/DGM (Hull)/PL of respective yard or their nominated officer of the respective GRSE unit where the outfitting work is carried out; or A/DGM (HP&IP) or his nominated officer.
- (c) The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs (as given to the subcontractor by GRSE) and the actual dates of start & completion.
- (d) In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke L.D. and effect recoveries from sub contractor's invoice.
- (e) WDCs will be issued based on inspection reports for the following stages of work:
 - (i) Stage I - Skid Inspection of Unit or Block , whichever is applicable
 - (ii) Stage II – 50% Sub Assy. production of Unit or Block , whichever is applicable
 - (iii) Stage III - Fabrication & Internal Dry survey of unit
 - (iv) Stage IV - Fabrication & Internal Dry survey of Total Block
 - (v) Stage V - Completion Outer Hull Dry Survey, Pressure test of tanks and radiography test of the Block

Stages for Blocks where Unit fabrication is not applicable:

- (i) Stage I - Skid Inspection of Block
- (ii) Stage II - 50% Sub Assy. production of Block
- (iii) Stage III - Fabrication & Internal Dry survey of block
- (iv) Stage IV - Completion Outer Hull Dry Survey, Pressure test of tanks and radiography test of the Block



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION OF STEEL HULL BLOCKS AT GRSE	SOR No. TS/HP&IP/2024/02
Group: Hull		Rev: 4.4
Inspection: GRSE QA /WOT/CLASS	Drawn by: S Sikdar, M(HP&IP) Date: 13/08/2024	Checked by: Mr. Utpal Sinha DGM (HP&IP)

14. MODIFICATION/REWORK

- (a) Modification / rework charges at 120% of the applicable rate will be payable in case of changes/ modification at the behest of GRSE/due to changes in drawing in blocks already fabricated and certified as per Inspection stage in QAP. However, this will have to be done under written instruction from GRSE and a mention to this effect is to be made in WDC. Any rework arising out of defective workmanship will not be paid for. [Note: For replacement of any portion through modification work, payment @120% rate will be paid for the weight of modified/rework done. For cutting/dismantling of the earlier done work (before modification) will not be considered as rework/mod work].
- (b) Inspection will be carried out by GRSE nominated officer before start of modification to ascertain the Scope of modification to be carried out in fabrication/integration stage. Modification work emerging prior to erection of block at Building Berth shall be in the scope of Block Fabricator.

15. PLANNING& PROJECT MONITORING

- (a) Contractor should draw up and submit day-wise 'Block Fabrication Schedule' within one week of placement of order to GRSE as per delivery schedule of the Blocks to GRSE.
- (b) Contractor must identify a coordinator with financial and decision-making power earmarked for close liaison with GRSE.
- (c) Reviews: GRSE will review the progress of work on a weekly basis with site in charge of vendor to monitor progress vis-a-vis schedule. During this interaction all holdups related to progress of work will be discussed and resolved. Schedule of reviews will be intimated in advance. Details as mentioned in Enclosure 2 is to be furnished by the vendor prior to each meeting.
- (d) If during such review it is found that, Vendor is not adhering to the required block fabrication schedule of GRSE, GRSE reserves the right to withdraw the job from the vendor at their risk and cost.
- (e) Catch up Mechanism: To meet the production target, vendor will have to make arrangement for additional manpower/ time.
- (f) Work in Shift system has to be adopted to meet the project dates. There may be a requirement to go into a 2 / 3-shift system to meet project timelines. This will be intimated in writing in the event of failure to meet schedule. The shift system is to be implemented within 2 weeks of intimation.



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION OF STEEL HULL BLOCKS AT GRSE	SOR No. TS/HP&IP/2024/02
Group: Hull		Rev: 4.4
Inspection: GRSE QA /WOT/CLASS	Drawn by: S Sikdar, M(HP&IP) Date: 13/08/2024	Checked by: Mr. Utpal Sinha DGM (HP&IP)

Enclosure -1

Indicative Block sizes will be in the following range :

- (a) Smaller size Block : ~ 4M x 9M x 3M (Length X Breadth X Height)
- (b) Mega size Block : 85M X 18M X 10M (Length X Breadth X Height)



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION OF STEEL HULL BLOCKS AT GRSE	SOR No. TS/HP&IP/2024/02
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Enclosure-2

The present status of each block/ is to be submitted 1-2 days before each meeting by Site engineer in the following format:

	Block 1				Remarks
MATERIAL ISSUE					
	Total Qty	Recd. Qty			
Skid profile					
Processed plates					Any critical missing item
Profiles					
Outfit					
PRODUCTION	Total No	Erected			
Skids					
	Total	Fit up	Full welded	Taken on Block	
Sub-Assemblies					Also, status of sub-assemblies taken outside to be given by vendor
Outfit					
Seats, Manholes, ladders, etc.					
PERSONNEL	As per vendor plan	Actual deployed			
No of personnel deployed					
QA & INPSECTION	As per schedule	Actual			
Inspection					Vendor to send status QA to respond
FINANCE	Submitted	Paid			
Bill submitted					
Drawing Query (if any)					
SAFETY & EQUIPMENT STATUS					
Workshop hygiene					Fire & Safety Officer to give input
Status of welding mc					
Status of Electrode Ovens					
Any other Issues					



GRSE Ltd.	TECHNICAL SPECIFICATION FOR FABRICATION OF STEEL HULL BLOCKS AT GRSE	SOR No. TS/HP&IP/2024/02
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Enclosure-3

INDICATIVE LIST OF OUTFIT WORKS

Sl.	Item Description	QTY.	UOM
1	Bollard		Nos.
2	Roller		Nos.
3	Fairlead		Nos.
4	Chock		Nos.
5	Manhole		Nos.
6	Hatch		Nos.
7	Scuttle		Nos.
8	Door		Nos.
9	Rung		Nos.
10	Ladder		Nos.
11	Tank/ Bhd./ deck/ Shell Penetration Pieces		Nos.
12	Pipes inside Tank		M
13	Miscellaneous Outfit Items		Nos.
14	Hard Point for Cargo securing		Nos.



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ANNEXURE-1B: BILL OF QUANTITIES

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT(P)/HULL FAB (I)/024/ET-3044 Dated: 14-Aug-2024
Job Title / कार्य का नाम	BIENNIAL RATE CONTRACT FOR FABRICATION OF STEEL HULL BLOCKS INSIDE GRSE PREMISES
SOR No:	TS/HP&IP/2024/02 Rev:4.4 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

- (a) BOQ as part of SOTR given in the tender is tentative & will be loaded according to phase wise project requirement & discretion of GRSE. No claim from individual vendors will be accepted in this regard.
- (b) Quantity may vary according to actual requirement of job during the period of rate contract. The selected Bidders has to execute the required quantity at same rate and terms & condition up to variation of +300% for line items 10 to 50 and as per actual requirements for line items 60 to 200. However, the total additional value shall be capped to +300% of original contract value.
- (c) Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.
- (d) In case of GEM Tender detailed price breakup indicating **GST HSN/SAC Code & Percentage** as per this BoQ is to be uploaded in Portal along with price offer (Part II) in letterhead of the bidder.
- (e) The tentative quantity for 02 (Two) years period against this tender is as detailed below:-

BOQ is as follows:

Line Item	Description	UoM	Quantity	SAC	GST %
10	Fabrication of AH36/DH36/MS/ABS grade steel block with supply of gases inside GRSE	Tonne	3000		
20	Fabrication of AH36/DH36/MS/ABS grade steel block without supply of gases inside GRSE	Tonne	800		
30	Fabrication of AH36/DH36/MS/ABS grade steel mega blocks with supply of gases inside GRSE	Tonne	6000		
40	2D Bending	Tonne	2500		
50	3D Bending	Tonne	1500		
60	Bollard	Nos.	1		
70	Roller	Nos.	1		
80	Fairlead	Nos.	1		
90	Chock	Nos.	1		
100	Manhole	Nos.	1		
110	Hatch	Nos.	1		
120	Scuttle	Nos.	1		



Line Item	Description	UoM	Quantity	SAC	GST %
130	Door	Nos.	1		
140	Rung	Nos.	1		
150	Ladder	Nos.	1		
160	Tank/ Bhd./ deck/ Shell Penetration Pieces	Nos.	1		
170	Pipes inside Tank	M	1		
180	Sea Tube	Nos.	1		
190	Hard Point for Cargo securing	Nos.	1		
200	Miscellaneous Outfit Items	Nos.	1		

L1 offer shall be evaluated on LINE ITEM BASIS.

Note:

- (i) Rate to be quoted in INR only
- (ii) UOM- Unit of Measurement
- (iii) The breakup of rates for Line Item 60 to 200 is for indicative purpose only. However, total line item price (supply + installation) shall be considered for evaluation of L1.
- (iv) A Bidder may quote for any one or all of the Line items 10 to 30.

However, quoting of price against line item 40 to 200 i.e. Bending & Outfitting job is mandatory. Otherwise, the respective bid will to be rejected. Execution of work for line item 40 to 200 for respective blocks will be the responsibility of respective Block Fabricators. Hence, all Block fabricators has to mandatorily accept and execute the Bending & Outfitting job as per established rates against this tender.

Submission of bids only for any or all of the line item(s) 40 to 200 without quoting for at-least any one of the line item(s) 10 to 30 will not be considered and bid shall be outright rejected.

- (v) In case of block fabrication with Re-use of skids the established rates will be reduced by **10%** for payment to the fabricators.
- (vi) The seat fabrication & erection of inbuilt seats that are released with blocks, are to be carried out by block fabricators. The weight of such seats shall be considered as part of block weight & payment will be released as per the established block fabrication rate of concerned block.
- (vii) Except inbuilt seats, other seat fabrication & erection job may be loaded separately on block fabricators and need to be carried out by block fabricators. The payment of such seats will be done as per the prevailing established rates of GRSE for seat fabrication & erection prevailing during that point of time.
- (viii) GRSE also retains the right to supply pre-fabricated panels. In case the pre-fabricated panels are supplied then 75% of the weight of pre-fabricated panels will be deducted from the weight of block for calculating applicable payment to the vendor.

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

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

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



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ANNEXURE 1C: PAYMENT TERMS

NIT SLA No / निविदा संख्या:	SCC/NK/NIC/OT(P)/HULL FAB (I)/024/ET-3044 Dated: 14-Aug-2024
Job Title / कार्य का नाम	BIENNIAL RATE CONTRACT FOR FABRICATION OF STEEL HULL BLOCKS INSIDE GRSE PREMISES
SOR No:	TS/HP&IP/2024/02 Rev:4.4 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

1. Payment Terms भुगतान की शर्तें:

- 90%** (Ninety percent) of the value of actual work done / stage payment will be paid against bill supported with Work Done Certificate.
- 10%** (Ten percent) of the certified value of work shall be released on:-
 - Completion of the Guarantee period / defect liability period subject to satisfactory liquidation of defects duly certified by Bill Certifying Authority.

OR

- Submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.
 - For releasing PBG after expiry of guarantee period, the PBG release application to be submitted to Contract Cell duly certified by Bill Certifying Authority.
- STAGES OF PAYMENT** (subject to retention for Performance Guarantee):

c(i). For fabrication of **block where unit fabrication is applicable**: -

- Stage I** - 10% after Skid Inspection of block.
- Stage II** - 20% after 50% of Sub Assembly production of Unit or Block, whichever is applicable.
- Stage III** - 25% after fabrication & internal Dry survey of Unit.
- Stage IV** - 25 % after Completion of Fabrication & Internal Dry survey of Total Block.
- Stage V** - 20 % after Completion of Outer Hull Dry Survey, Pressure test of tanks and radiography & ultrasonic test of the block.

c(ii). For fabrication of **block where unit fabrication is not applicable**: -

- Stage I** - 10% after Skid Inspection of block.
- Stage II** - 20% after 50% of Sub Assembly production of Unit or Block, whichever is applicable.
- Stage III** - 50% after fabrication & internal Dry survey of block.
- Stage IV** - 20 % after Completion of Outer Hull Dry Survey, Pressure test of tanks and radiography & ultrasonic test of the block.

c(iii). For **Bending & Outfitting** job:-

2. 100% on job completion.

- Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority.
- Moreover, release of payment is subject to compliance of ESI / P.F and other labour oriented mandatory liabilities by the Contractor and clearance on the same by GRSE HR Dept.
- Single Bill shall be accepted each month against Purchase Order.



3. Bill Certifying Authority बिल प्रमाणन प्राधीकर:

CGM/GM/AGM-Incharge of respective units **OR PS** of the project as specified in the specific PO **OR** their nominated GRSE Officer.

4. Bill Submission बिल प्रस्तुति:

- a. Invoice is to be raised after issue of Work Done / Completion Certificate.
- b. Bills are to be submitted along with supporting documents (Work Done Certificate etc.) at the Bill Receiving Counters located at the respective units of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.
- c. The Vendor is required to submit along with the bill, a declaration (in letter head of the Vendor, signed & stamped by Authorized representative of the vendor) regarding compliance in terms of PF / ESIC & DEPOSIT OF RELATED STATUTORY DUES. Any false declaration in this regard shall deem the submitted bill as invalid and transaction fee as detailed below shall be charged.
- d. Transaction fee of Rs. 500.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate documents will be charged.



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

STC 1 Integrity Pact / समग्रता अनुबंध

- STC 1.1. All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact if mandated.
- STC 1.2. "The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract".
- STC 1.3. Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.
- STC 1.4. Signing Authority for Integrity Pact:
- STC. 1.4.1. Vendor: Proprietor / Director / Authorized representative
- STC. 1.4.2. GRSE: Head of the Ordering Department, not below the rank of DGM / AGM
- STC 1.5. Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/-. The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.
- STC 1.6. The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

STC 2 Micro & Small Enterprise (सूक्ष्म और छोटे उद्यम)

- STC 2.1. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- STC 2.2. Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.
- STC 2.3. Following facilities/benefits may be given to MSEs: -
- STC. 2.3.1. Exemption for payment of Tender Fee & Earnest Money Deposit.
- STC. 2.3.2. Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- STC 2.4.
- STC. 2.4.1. MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to



L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.

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

STC 3 Tender Fee (निविदाशुल्क)

- STC 3.1. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART-I of e-bid submission.
- STC 3.2. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- STC 3.3. Exemption of Tender Fee is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis.
- STC 3.4. Non-submission of tender fee or a valid MSE / NSIC certificate may lead to offer rejection.

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

- STC 4.1. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within **05 days** of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- STC 4.2. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers'



sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.

- STC 4.3. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- STC 4.4. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- STC 4.5. Exemption of EMD is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis.
- STC 4.6. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

STC 4.7. Refund of Earnest Money Deposits

- STC. 4.7.1. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- STC. 4.7.2. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
- STC. 4.7.3. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.
- STC 4.8. **Forfeiture of Earnest Money Deposit** (बयाना जमा की जब्ती): EMD may be forfeited under the following circumstances:

- STC. 4.8.1. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- STC. 4.8.2. The bidder does not accept the correction of error in bid price as indicated in Clause pertaining to **CORRECTION OF ERRORS** hereinafter.
- STC. 4.8.3. The successful bidder fails within the specifies time limit to:
- Acknowledge the LOA/Order
 - Furnish the required Security Deposit
 - Non-performance of the contract by the Contractor
 - If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

STC 5 VALIDITY OF OFFER (प्रस्ताव की वैधता)

- STC 5.1. Offer should remain valid for a period of as per terms of specific NIT Terms & Requirements (90/120/180 days) from the due date of the tender.

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

- STC 6.1. In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.

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

- STC 7.1. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with



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

STC 7.2. If S.D is submitted in the form of B.G then same is to be forwarded directly to Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

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

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

STC 8.1. Firm will put up Work Done for certification to 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.

STC 9 BILL SUBMISSION (बिल प्रस्तुति)

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

STC 9.2. Transaction fee of Rs. 500.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate documents will be charged.

STC 10 COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन) / EMPLOYEE COMPENSATION POLICY

STC 10.1. Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.

STC 10.2. For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

STC 10.3. In case the employees engaged by the Contractor are out of the purview of ESI then they should be covered under Employee Compensation policy (covering benefits under EC Act). Further, it is suggested to cover the Contractor's employees under a Medclaim policy so that hospitalization benefit can be provided in case of any medical emergency arising during the course of employment.

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

STC 11.1. Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.

STC 11.2. A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.



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

STC 12 GST REGISTRATION (जी एस टी पंजीकरण)

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

STC 13 GUARANTEE PERIOD (गारंटी अवधि)

STC 13.1. Guarantee / Warranty is applicable for a Period of as stipulated in NIT Terms & Requirements from the date of completion of work.

STC 13.2. Workmanship will be guaranteed for satisfactory performance for a period as stated in NIT. Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

STC 13.3. During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship, the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

STC 14 PRICE (मूल्य)

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

STC. 14.1.1. Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. For break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

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

STC. 14.2.1. Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

STC. 14.2.2. The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.

STC. 14.2.3. The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

STC 15 QUANTITY VARIATION (मात्रा भेद)

STC 15.1. Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions 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.

STC 16 UNREASONABLE QUOTES अतर्कसंगत भा

STC 16.1. For Job Contract (कार्य संविदा हेतु)

STC. 16.1.1. In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.



- STC. 16.1.2. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.
- STC. 16.1.3. If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

STC 16.2. For Manpower Contract (श्रमशक्ति संविदा हेतु)

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

STC 17 JOINT VENTURE (संयुक्त ऊधम)

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



STC 18 CONSORTIUM (अल्पकालीन संघटन)

- STC 18.1. The bids submitted by a Consortium of two or more firms as partners shall comply with the following requirements:
- STC. 18.1.1. There must be a written Agreement for formation of the Consortium amongst its members which should inter alia include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.
 - STC. 18.1.2. Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.
 - STC. 18.1.3. The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.
 - STC. 18.1.4. All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.
 - STC. 18.1.5. A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
 - STC. 18.1.6. If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
 - STC. 18.1.7. In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
 - STC. 18.1.8. The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.
 - STC. 18.1.9. The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.



STC. 18.1.10. All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.

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

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

STC 19 MAINTENANCE OF MACHINES (यंत्रों का अनुरक्षण)

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

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

STC 20.1. Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.

STC 20.2. However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.

STC 20.3. For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

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

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

STC 22 FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ

STC 22.1. The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

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

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



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

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

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

Sl. No.	Description	Name of PPE	Applicable area of Protection	Standard
(i)	Head Protection	Safety Helmet	In the shop floor / on board ship / working at height / under the suspended load or any other place where there is any possibility of head injury.	IS: 2925 or EN 397.
(ii)	Foot Protection	Safety Shoes	(a) Mandatorily wear safety shoe while working in shop floor / on board ship/ Stores/ Dock floor or any other place where there is possibility of foot injury. (b) Mandatorily wear closed footwear while entering the shipyard. (c) Wear Rubber Gumboot while working in water logged condition for removing of water from ship's tank, compartment, Dock Galley etc., cleaning of Dock floor / acid pickling area/ canteen cooking and washing areas etc.	(a) IS 15298 / EN ISO 20345 (b) Non ISI (c) IS: 12254
(iii)	Eye Protection	Safety Goggles	When engaged for welding / gas cutting / grinding / chipping / painting / chemical handling or any other activity where there is a possibility for eye injury due to penetration of flying particles / ultra violet radiation / splashing of chemical etc.	ANSI Z87.1 or EN166.
(iv)	Ear Protection	Ear Plug	In high noise area (>90 db).	IS: 9167/ EN 352
(v)	Hand Protection	Hand Gloves	(a) Leather Hand Gloves – During material handling / welding / gas cutting or any other activity where there is possibility of hand injury due to contact with sharp edges, hot spatter from welding or gas cutting processes. (b) Electrical Rubber Hand Gloves – While executing any electrical maintenance jobs. (c) Acid / Alkali Proof Rubber Hand gloves – During handling of acid, skin irritants chemical & solvent etc.	(a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN 388 for mechanical hazard (b) IS 4770 for electrical work (c) EN 420 for general requirement



Sl. No.	Description	Name of PPE	Applicable area of Protection	Standard
				(d) EN 388 for mechanical hazard
(vi)	Respiratory Protection	Welding Fume Respirator, Paint Fume Respirator or, Dust mask	<p>Dust Respirator – To be worn during grinding job, floor cleaning, dusting or any other activity where there is possibility of producing dust.</p> <p>(b) Welding Fume Respirator – To be worn during welding, gas cutting, brazing job etc.</p> <p>(c) Chemical Respirator – To be worn during painting, mixing of paint with solvents & FRP activities handling of acid, skin irritants, chemical & solvents etc.</p>	<p>(a) IS: 9473 / EN: 149</p> <p>(b) IS: 9473 / EN: 149</p> <p>(c) IS: 15323 (Selection to be made according to the particular chemical hazard)</p>
(vii)	Fall Protection	Double lanyard Safety Belt & harness, automatic fall arrestor	<p>To be worn while working in height:</p> <p>(a) Double Lanyard Full Body Harness – During working at height such as on scaffolding structure / suspended working platform / ship's mast / fragile roof / inclined surface on the roof top or at any other height where there is a possibility of person to fall and get injured.</p> <p>(b) Automatic fall arrestor (in addition to full body harness) – To be worn during carrying out job in the vertical ascending / descending on the scaffolding structure, working on the suspended working platform and inclined surface on the roof top, horizontal movement at height.</p>	<p>(a) IS: 3521</p> <p>(b) EN 361</p>
(viii)	Electric Arc Flash Protection	Electric Arc rated flash suit jacket, pant, hood and gloves	To be worn during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	As per guideline of NFPA-70E
(ix)	Fire-Fighting protection	<p>(a) Three Layer Fire Close Proximity Suit</p> <p>(b) Self-Contained Breathing Apparatus (SCBA) Set</p>	Personnel engaged in Fire Fighting service should wear Fire Close Proximity Suit and use Self-Contained Breathing Apparatus (SCBA) Set during combating fire in a hazardous environment.	<p>Fire Proximity Suit approved by EN-469:2005 + A1: 2006 + AC: 2006D and CE.</p> <p>Jacket & Trouser (EN-469)</p> <p>Hand Gloves (EN-659)</p> <p>Outer Head Protection</p>



Sl. No.	Description	Name of PPE	Applicable area of Protection	Standard
				Helmet (EN-443/1997) and inner Protection EN 1391, Self-Contained Breathing Apparatus(SCBA) Set, as per approval of CE and EN-137 CLASS II standards and Approval of PESO
(x)	Face protection	Industrial safety face shields with plastic visor	When person engaged for grinding / chipping / buffering or any other activity where there is a possibility for face injury due to penetration of flying particles	IS 8521 Design of visor may be selected as per design of safety helmet
(xi)	Protective Clothing	Cotton boiler-suit	In the shop floor / on board ship / production floor and in any other areas of operation.	IS: 177- 1989 (Reaffirmed in 2003), Variety 3 standard
	Note: Cotton-boiler suits should bear name of the contractors' firm on the back-side of the boiler-suit in legible manner for easy identification.			

STC 24.3. Role of Contractors

- STC. 24.3.1. Shall ensure attendance of their workmen and other personnel deployed by them, in the scheduled safety-briefings, appropriate use of required PPEs and adoption of various safety measures in their respective workplaces.
- STC. 24.3.2. Shall provide adequate and appropriate PPEs conforming to IS / EN standards, as mentioned at Para 3 and 4 of the Policy, at their own cost and ensure that their workmen mandatorily use those PPEs as specified in this Policy vide Sl. No. 3 or as advised by Safety Department from time to time, according to the job requirement.
- STC. 24.3.3. Shall ensure submission of PPE Issue Matrix Register (as per Annexure – II) to the user department before commencement of work. Such Register should comprise of the name of the contractor, P.O No., name of the workmen being deployed, allotment of PPEs and signature of contractors' workmen substantiating allotment of PPEs to them as per the IS parameter laid down at Para 3 and 4 above.
- STC. 24.3.4. Every contractor should ensure that their workmen have undergone safety training programme, as per their nature of work, prior to commencement of work. Contractor has to submit a report to the engaging / user department after completion of safety training programme for obtaining permission to commence work under the particular P.O. A copy of that report has to be forwarded to Safety Department for information and record.
- STC. 24.3.5. In the event of any accident, the concerned contractor / their site In-charges / supervisors must immediately inform the respective dealing officer of user department regarding occurrence of such accident, who in turn will inform Works Manager of the respective unit and Officer from Safety Department for initiation of further necessary action.
- STC. 24.3.6. Ensure that no workman or other personnel deployed by them should loiter or work in shop floor, onboard ship or in the yard without wearing basic PPEs like helmet, safety shoes etc.



STC 24.4. Role of contractors' workmen

- STC. 24.4.1. Adhere to all necessary safety-guidelines at their work-sites and use appropriate PPEs.
- STC. 24.4.2. Inform their supervisors / site In-charges in the event of loss or damage of their safety gears / PPEs so that the same can be replaced immediately by the concerned contractor and should not be a reason for non-compliance.
- STC. 24.4.3. To communicate proper use of PPEs to their co-workers in the event there is any non-compliance.

STC 24.5. PENAL PROVISIONS FOR NON-COMPLIANCE

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

STC 24.6. DISCONTINUATION OF CONTRACT

- STC. 24.6.1. In the case of repeated violation of safety guidelines, i.e, for more than 04 (four) instances during any Financial Year, GRSE shall have the sole discretion to terminate all / such affected contracts of the concerned non-complying contractor. GRSE may also impose Tender Holiday up to maximum period of 03 years in the event of 05 instances of violation. Tender Holiday will be issued on recommendation of existing Standing Committee and approval of Competent Authority.

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

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

STC 26 ENERGY CONSERVATION (ऊर्जा संरक्षण)

- STC 26.1. GRSE will provide power supply at free of cost for execution of job. The vendor should ensure that the power during execution of job shall be used in a very economical way to save energy as per Energy Management System of ISO 50001: 2011.

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

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



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

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

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

STC 29 INSURANCE (बीमा)

- STC 29.1. In case the sub-contracted job has to be executed at contractor's premises, the Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to following:
- STC. 29.1.1. Fire as per AIFT including EQ, STFI at Contractors premises.
- STC. 29.1.2. Burglary including theft during Storage at Contractors premises.
- STC. 29.1.3. Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- STC. 29.1.4. Loading & unloading including TP liability at all fabricator's premises.
- STC. 29.1.5. Loss due to infidelity of contractors whilst in storage.
- STC. 29.1.6. Spoilage of material by contractors by any accidental reasons whatsoever.
- STC 29.2. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.
- STC 29.3. For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

STC 30 SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड)

- STC 30.1. One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- STC 30.2. Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
- STC 30.3. Details of technical personnel deployed for the job.
- STC 30.4. Monthly progress report.
- STC 30.5. Log book for re-work/ modification.
- STC 30.6. Details of materials brought by vendor along with copies of challan.



STC 30.7. Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidated damages.

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

STC 31 WORKING HOURS (कार्य समय)

STC 31.1. The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same as per NIT Terms.

STC 32 RISK PURCHASE (जोखिम खरीद)

STC 32.1. In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

STC 32.2. GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

STC 33 INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता)

STC 33.1. This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

STC 34 SECRECY OF INFORMATION (सूचना की गोपनीयता)

STC 34.1. All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

STC 34.2. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the Integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

STC 34.3. Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

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

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

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



STC 36.1. Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

STC 37 INSPECTION (निरीक्षण)

STC 37.1. Quality assurance authority: As per NIT/SOTR.

STC 37.2. Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.

STC 37.3. GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

STC 37.4. Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

STC 38 CORRECTION OF ERRORS (त्रुटि सुधार)

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

STC 38.2. For Manual Tendering: -

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

STC. 38.2.2. Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

STC 38.3. For Tendering through NIC Portal: -

STC. 38.3.1. Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

STC 38.4. For Tendering through GeM Portal: -

STC. 38.4.1. Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

STC 39 FORCE MAJEURE (अप्रत्याशित घटना) :

STC 39.1. In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for



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

STC 39.2. In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

STC 40 TERMINATION OF CONTRACT (अनुबंध की समाप्ती)

STC 40.1. In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

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

STC 41.1. The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

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

STC 42.1. The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However, space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

STC 43 ARBITRATION (मध्यस्थता)

STC 43.1. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

STC 43.2. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

STC 43.3. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

STC 43.4. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.

STC 43.5. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

STC 43.6. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under



the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

STC 43.7. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

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

STC 44 JURISDICTION (न्याय अधिकार)

STC 44.1. Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

STC 44.2. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

STC 44.3. The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

STC 44.4. GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

STC 44.5. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

STC 45 PREVALANCE OF NIT/STAC & CLARIFICATION

STC 45.1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.

STC 45.2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



**ANNEXURE – 3: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY
DURING LAST 03 YEARS
(To be submitted in Letterhead of bidder)**

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs:

Sl. No	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order (in INR)	Scope of Work (details & quantity)	Details of Resources / Machinery Deployed	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:



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

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

SL. No.	Accounting Year	Financial Years	Turn Over (in INR)
1	2024-25	2023-24	
2	2023-24	2022-23	
3	2022-23	2021-22	
Average for 03 years			

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note:

- (i) Financial Statements to be attached
- (ii) Annual Statement Audited / Certified by Chartered Accountant for the relevant last three (03) years is to be provided while submitting the bid.



**ANNEXURE-5: FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/
TENDER HOLIDAY**
(To be submitted in Letterhead of bidder; MANDATORY FOR ALL TENDERS)

1. Name of the Bidder with Address:

Date:

2. Job Description:

3. Tender Reference:

Sub: SELF-CERTIFICATION

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

Or

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

*Strike out / omit whichever is not applicable



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

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

Sl. No.	Description of Existing relevant jobs	Order No., Date & Value (in INR) <i>(with supporting document)</i>	Scope of work for existing contract (To quantify)	Start & Completion date as per Order	Actual start date	Agreed Completion Schedule	Deployment of operatives for the existing contract (category wise)					Action Plan for resource mobilization
							USK	SSK	SK	HSK	Equipment	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



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

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.

**ANNEXURE-8: CONFIRMATION BY BIDDER CUM CHECKLIST FOR BID SUBMISSION****ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE)****APPLICABLE ONLY FOR TENDERS PUBLISHED IN GEM PORTAL**

NIT No / निविदा संख्या:		
Job Title / कार्य का नाम:		
1.	BID REFERENCE NO./DATE*	
2.	NAME OF THE BIDDER	
3.	Proprietorship / Partnership / JV / Consortium <i>(agreement need to be submitted in case of JV / Consortium)</i>	
4.	ADDRESS OF THE BIDDER	
5.	Phone	
6.	E-mail	
7.	Vendor Regn No. with GRSE (if Registered Vendor of GRSE)	
8.	MSME / NSIC REGISTRATION DETAILS (IF APPLICABLE)	
9.	TReDS REGISTRATION NUMBER <i>(Offers of MSME not registered with TReDS may not be considered)</i>	
10.	GeM SELLER ID*	
11.	PAN	
12.	TAN (indicate if not applicable)	
13.	GST No.	
14.	PROVIDENT FUND ACCOUNT DETAILS	
15.	ESI DETAILS	
16.	COMPANY REGISTRATION DETAILS / TRADE LICENSE	
17.	Currency	INR
18.	GLOBAL DISCOUNT(Percentage)	
COMMERCIAL TERM(S) / DETAILS		
Sl. No.	ATTRIBUTE	DETAILS (VENDOR TO CONFIRM)
1.	TENDER FEE	<p>Details of instrument to be indicated if required as per NIT</p> <p>Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT</p>
2.	EARNEST MONEY	<p>Details of instrument to be indicated if required as per NIT</p> <p>Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT</p>
3.	SECURITY DEPOSIT	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)
4.	PERFORMANCE GUARANTEE	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)
5.	TERM OF PRICE	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)
6.	QUOTATION VALID TILL*	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)
7.	COMMERCIAL TERMS Note: Deviations Sought to Commercial Terms (if any) are to be clearly mentioned.	
8.	TECHNICAL COMMENTS Note: Deviations sought against SOTR / Technical Terms are to be clearly mentioned.	
9.	DELIVERY SCHEDULE * Note: Deviations sought w.r.t. Tender stipulation are to be clearly mentioned.	
10.	DEVIATIONS TO OTHER NIT TERMS Note: Deviations sought w.r.t. NIT Terms and not specified above are to be clearly mentioned.	



11.	TERMS OF PAYMENT: {PAYMENT WILL BE MADE THROUGH ECS MODE}	Indicate ACCEPTANCE OF NIT TERMS / DEVIATION (if any)	
12.	ORDER TO BE PLACED ON		
13.	PAYMENT TO BE MADE TO (IF ANOTHER AGENCY) PLEASE INDICATE LATEST BANK DETAILS		
14.	SAC CODE (DETAILS TO BE PROVIDED IN GST CODE PERCENTAGE TAB)		
15.	NAME OF SUPPLY STATE/UT		
16.	GST (BIDDER TO INPUT ONLY TOTAL APPLICABLE GST IN PERCENTAGE (%), IRRESPECTIVE OF IGST, CGST, SGST OR COMBINATION OF TWO TYPES OF GST)		
DOCUMENT SUBMISSION / CONFIRMATIONS			
1.	INTEGRITY PACT	Indicate SUBMITTED / NOT REQUIRED AS PER NIT	
2.	NON-DISCLOSURE AGREEMENT	Indicate SUBMITTED / NOT REQUIRED AS PER NIT	
3.	DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY	[indicate SUBMITTED / NOT SUBMITTED and if put on Tender Holiday / Blacklisted]	
4.	ACCEPTANCE MATRIX FOR NIT & STAC	[indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
5.	ACCEPTANCE MATRIX FOR SOTR / SOR	[indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
6.	FORMAT FOR TECHNICAL ELIGIBILITY	[indicate SUBMITTED / NOT SUBMITTED]	
7.	DISCLOSURE BY CONTRACTOR OF EXISTING WORK	[indicate SUBMITTED / NOT SUBMITTED]	
8.	FORMAT FOR FINANCIAL ELIGIBILITY CRITERIA	[indicate SUBMITTED / NOT SUBMITTED]	
9.	AVERAGE ANNUAL TURNOVER in INR FOR LAST 3 FINANCIAL YEARS (Ref SI-8 of NIT Terms & Requirements)		
10.	DOCUMENTS IN SUPPORT OF FINANCIAL ELIGIBILITY CRITERIA (Audit Report incl. Profit & Loss and Balance Sheet)	[indicate SUBMITTED / NOT SUBMITTED]	
ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE)			

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



ACCEPTANCE MATRIX FOR NIT & STAC
APPLICABLE ONLY FOR TENDERS PUBLISHED IN GEM PORTAL

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



ACCEPTANCE MATRIX FOR SOTR / SOR
APPLICABLE ONLY FOR TENDERS PUBLISHED IN GEM PORTAL

NIT No / निविदा संख्या:	
Job Title / कार्य का नाम:	
Clause no	Bidder's Remarks (Accepted / Deviation Sought)
1. INTENT	
2. DETAIL OF SERVICES	
3. TECHNICAL QUALIFICATION CRITERIA	
4. CONTRACTOR'S (VENDOR'S) SCOPE OF WORK	
5. DRAWINGS	
6. CONTRACTOR'S SCOPE OF SUPPLY	
7. GRSE'S SCOPE OF SUPPLY	
8. WORKMANSHIP	
9. INSPECTION	
10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS (IPR)	
11. MISCELLANEOUS	
12. DELIVERY	
13. WORK DONE CERTIFICATE	
14. MODIFICATION/REWORK	
15. PLANNING& PROJECT MONITORING	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

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

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

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

 Signature of Vendor's representative
 with Seal/Stamp

For GRSE Use Only

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

 Signature of GRSE Bill Certifying Authority
 with Designation



during the execution of the contract.

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

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

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

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

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

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

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

Section 4- Compensation for Damages.

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

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

Section 5- Previous Transgression

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

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



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

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

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

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

Section 8- Independent External Monitor/Monitors

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



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

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

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

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

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place

Place

Date

Date

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)



ANNEXURE-12: NON-DISCLOSURE AGREEMENT

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

This Non-Disclosure Agreement executed thisDay of2023.

Between

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

AND

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

WHEREAS

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

WHEREAS the Bidder being considered inter alia for the purpose of _____ work and as such some of the data, drawings/documents in connection to execution of work against Tender No: _____ are required to be disclosed which shall be treated as confidential and the said Recipient, shall not disclose or part with such drawings/documents either whole or in part to any other third party, without prior written consent from GRSE.

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

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

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



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



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

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

**FOR GARDEN REACH SHIPBUILDERS &
ENGINEERS LTD**

FOR M/s _____,

Signature:
Name:
Address:

Signature:
Name:
Address:

WITNESS 1

WITNESS 2

Signature:
Name:
Address:

Signature:
Name:
Address :



FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY

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

**BANK GUARANTEE TOWARDS EARNEST MONEY
GUARANTEE BOND**

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 61, Garden Reach Road, Kolkata - 700024 (hereinafter called "the Buyer") having agreed to exempt M/s..... having its registered office at (hereinafter called "the party") from the demand ,under the terms and conditions contained in the Tender No..... dated (hereinafter called "the Said Tender") of EARNEST MONEY DEPOSIT for the due fulfillment by the said party's of the terms and conditions contained in the said Tender on production of a Bank Guarantee for Rs..... (Rupees.....only) we.....Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs..... (Rupees.....only) against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

2. We, Bankdo hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said Tender or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We, Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender / Order have been fully paid and its claims satisfied or discharged or till the Managing Director , Garden Reach Shipbuilders & Engineers Limited ,certifies that the terms and conditions of the said Tender / Order have been fully & properly carried out by the said party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.

4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender / Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Party or for any forbearance , act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained herein above , the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only), and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For Bank Limited

Dated the day of..... 20



FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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

**BANK GUARANTEE TOWARDS SECURITY DEPOSIT
GUARANTEE BOND**

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/ 46, Garden Reach Road, Kolkata - 700024 (hereinafter called "The Buyer") having agreed to exempt M/s..... having its registered office at (hereinafter called "The Party") from the demand, under the terms and conditions contained in the Tender/ Purchase Order No..... dated (hereinafter called "the said Tender/ Order") of SECURITY DEPOSIT for the due fulfillment by the said Party's of the terms and conditions contained in the said Order, on production of a Bank Guarantee for Rs. (Rupees only), we, Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs. against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order.

2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order or by reason of the Party's failure to perform the said order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We, Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/ Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/ Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said order have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/ Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/ Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. (Rupees) and that this Guarantee shall remain in force until its expiry on the (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For Bank Limited.

Dated the day of 20.....



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

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form –II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</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 STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN**

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



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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