



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 Nominated Service providers to submit **single stage two-part bids (Part I- Techno-Commercial & Part II- Price)** through NIC portal for the work package as per following bid document.

This notice is being published for information only and is not open invitation to quote in this limited tender enquiry. **Participation in this limited tender enquiry is by invitation through e-mail only and is limited to the nominated firms. Unsolicited offers are liable to be ignored/outright rejected.** However, suppliers who desire to participate in such tenders in future may apply for registration with the Procuring Entity as per procedure.

NIT SLA No / निविदा संख्या:	SCC/MB/NIC/LT/ENG INST 3023/2526235/ET-3350	
Job Title / कार्य का नाम	ENGINEERING INSTALLATION AND COMMISSIONING WORKS OF YARD 3023	
SOR No:	Engg/ 3023/01, Rev: 01 dated 17.12.2025 (Annexure-1A)	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	
Cardinal Dates		
Tender Submission Due Date निविदा जमा की अंतिम तिथि	26-Dec-2025	12:00 noon
Tender Opening Date (Part I) निविदा खुलने की तिथि	27-Dec-2025	12:00 noon
Contact Persons:		
Query regarding SOTR / Drawing or other technical Terms	Mr. Binay Kumar Bala, DGM (PMT-P17A) E-mail: Bala.BinayKumar@grse.co.in Mobile no.: + 91-7603039438	

NIT TERMS & REQUIREMENTS

Sl. No.	Description	Reference	Requirement of NIT
1.	TENDER FEE	STAC	Not Applicable
2.	EARNEST MONEY DEPOSIT (EMD)	STAC	Not Applicable
3.	DETERMINATION OF L1	Article – 15	L1 bidder will be decided on TOTALITY BASIS
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 & SOTR Annexure-1A	Not Applicable
8.	FINANCIAL ELIGIBILITY CRITERIA	Article -2	Not Applicable

Sl. No.	Description	Reference	Requirement of NIT
9.	VENDORS ON TENDER HOLIDAY / BLACKLISTED VENDORS	Article – 3	Not Applicable
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	The Contract Shall be valid till 30-Apr-2026.
13.	MOBILIZATION PERIOD	Article – 9(a)	07 days from the date of receipt of LOI /PO.
14.	JOB COMPLETION SCHEDULE / DELIVERY PERIOD	Article – 9(c) & SOTR (Annexure-1A)	<p>(a) Delivery Schedule - Delivery Period shall be as indicated under SCHEDULE of SOTR (Annexure-1A).</p> <p>(i) POST CST DD- DEC 2025 (ii) FMT-END JAN 2026 (iii) DELIVERY-APR 2026</p> <p>(b) Record Keeping - The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection, updating of Defect Lists, Test Reports (II/HATs/SATs and all other relevant reports) and update the same on regular basis which shall be checked / verified by DGM MFOS/PL/ nominated officer of MW (I/C) or PS-17A.</p>
15.	GUARANTEE & WARRANTY / DEFECT LIABILITY PERIOD	Article – 10	12 (Twelve) Months from the date of completion of Installation Inspection (II) of the job.
16.	ESCALATION	Article – 12	Not Applicable
17.	AWARDING JOBS TO MULTIPLE BIDDERS	Article – 16(a)	Separate bidder against each line item: Not Applicable.
		Article – 16(b)	Ratio of Distribution: Not Applicable
18.	INTEGRITY PACT & INDEPENDENT EXTERNAL MONITORS (IEM)	Article – 18	Applicable Submission of INTEGRITY PACT complying to Article-18 & 25 and ANNEXURE-10 of NIT is MANDATORY.
19.	PAYMENT TERMS	Article – 22 (3) & Annexure-1C	<p>Terms mentioned hereinunder and at Article-22(3) shall prevail over SOTR.</p> <ol style="list-style-type: none"> 1. 90% (Ninety percent) of the value per unit of a line item shall be paid on completion subject to issue of Work Done Certificate through OBPS portal. 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
			submitted to Contract Cell duly certified by Bill Certifying Authority. 3. Payment will be made on actual certification basis
20.	QUALITY ASSURANCE / INSPECTION	STC-37 & SOTR (Annexure-1A)	As detailed under INSPECTION in SOTR (Annexure-1A). Inspection will be carried out by GRSE (QA rep) /WOT/Naval agencies.
21.	WORK DONE CERTIFICATE AUTHORITY	Article – 22 & SOTR (Annexure-1A)	<ul style="list-style-type: none"> WDC shall be duly certified by Berth officer / PMT-P17A officer not below the rank of DGM. The Inspection notes are to be duly supported by QA inspection notes and WOT/ MTU I note as applicable. The WDC officer is to be taken as the nodal GRSE officer for that task as a general guideline. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD cause and effect recoveries from sub contractor's invoice.
22.	BILL CERTIFYING AUTHORITY	Article – 22 & SOTR	PS-P17A or his nominated officer.
23.	NON-DISCLOSURE AGREEMENT	Article – 25 & Annexure-11	Applicable
24.	COLLECTION OF RAW MATERIAL AND DELIVERY OF COMPLETE MATERIALS	Article – 22	<ul style="list-style-type: none"> Transportation of materials from GRSE to sub-contractor's premises and transportation of finished materials from Sub-contractor's premises back to GRSE are the responsibility of the contractor. Raw Materials will be allowed to be taken out of GRSE against submission of Material Guarantee Deposit in form of Demand Draft / Bank Guarantee amounting to equivalent value of material that will be taken outside GRSE premises. Alternatively, Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted but it should be backed by Insurance Coverage with GRSE as the beneficiary on case-to-case basis. If vendor is unable to take coverage, GRSE will cover such risk and cost of premium has to be borne by the contractor / recovered from their dues.
25.	MATERIAL RECONCILIATION	Article – 22	Vendors are required to furnish the material reconciliation statement (running MRS) to GRSE, for items taken out of GRSE premises for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished materials 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 duly accepted by competent authority of GRSE and as per the GRSE format along with filled up check list for MRS, documentary evidence of material issued, returned and wastage (duly accepted by competent authority of GRSE).

Sl. No.	Description	Reference	Requirement of NIT
26.	SPECIAL TERMS & REQUIREMENTS OF THIS TENDER	SOTR (Annexure-1A)	<p>a) Modification/Rework (Ref 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. 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>(ii) 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].</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>

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

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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 establishing “**ENGINEERING INSTALLATION AND COMMISSIONING WORKS OF YARD 3023**”.

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

Location: The work is to be done at GRSE including GRSE/KPDD Dry Dock, trial areas at naval dockyards in harbour and at sea.

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

Not applicable for this tender.

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

Not applicable for this tender.

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 Berth officer / PMT-P17A officer not below the rank of DGM 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 (समग्रता अनुबंध)** pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure - 10. The "Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to 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 Lov Verma, IAS (Retd.),

Email: lov_56@yahoo.com

Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL,

Email: debashis9999@gmail.com

ARTICLE/अनुच्छेद 19. INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश

- i. Before submitting a bid, bidders are expected to examine the Bid Documents carefully. If they desire,

may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.

- ii. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- iii. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
- iv. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- v. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
- viii. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
- ix. Contractors are responsible to clean up the area of work from all sorts of debris every 3 days. In case of non-compliance to the same, GRSE reserves the right to perform the cleaning activity and charge cost for the same on the contractor with additional penalty of Rs 5000/- per instance.
- x. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture / Consortium [Ref. STAC (Annexure - 2), Clause: 10], etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part-I bid.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid:
 - a) In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from SOTR authority prior submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Manna Basak, Sr. Manager (Contract), GRSE (Main Unit) e-mail: Basak.Manna@grse.co.in Mobile no. +91-7604063205.
 - c) Any difficulty in submitting / uploading of e-tender or for any system help Mr. Saraswata Palit, SR. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata @grse.co.in/ GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

xiii. **E-mail Address of Vendor for communication संचार हेतु ई. मेल पत:** Vendor has to provide e-mail

address to enable faster communication.

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

- a) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments on portal <https://eprocuregrse.co.in>. Bidders need to fill up the downloaded documents including the Acceptance Matrices and Declarations as per instruction and upload the same during bid submission as per Bid criteria. Non-acceptance of any techno-commercial criteria is discouraged.
- b) Detailed price breakup as per BoQ is to be uploaded with price offer (Part-II). No other attachment to the price bid except as mentioned will be reckoned.
- c) **If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**
- d) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero (0) and the tender shall be evaluated accordingly and the work need to be executed by the successful bidder accordingly.
- e) The amendments / clarifications to the bid document, if any, will be posted on portal only.
- f) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.

g) AMENDMENT OF TENDER DOCUMENT

- (i) Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- (ii) Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- (iii) To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

h) PREVALANCE OF VERSION / संस्करण की व्यापकता:

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

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

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

- i. Bidder indicating price offer in any form in the Part-I bid i.e techno-commercial bid.
- ii. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- iii. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- iv. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- v. Bid received without qualification documents, where required as per the tender.
- vi. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- vii. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- viii. EMD validity period is shorter than Bid Validity Period / as specified in the tender enquiry.
- ix. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

- x. Bidder not agreeing for furnishing of the required Security Deposit (SD).
- xi. Bidders not submitting Original instrument of EMD within 05 days from opening of Part I bid.
- xii. Bidder not submitting Integrity Pact as per requirement of the tender and in reference to ARTICLE/अनुच्छेद 18. of NIT.
- xiii. Bidder submitted false / incorrect declaration and/or documents etc.
- 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 within 15 days of Placement of Order in the manner elaborated in STAC (Annexure - 2). In case of non-submission of SD within stipulated period, penal interest @ SLR plus 2% p.a. will be charged for delayed period of submission.

Security Deposit shall be released after completion of work subject to successful execution of the job and deposit of Performance Guarantee Amount / Instrument (if applicable) against executed value of work against the Contract / PO.

On completion of job, Job Completion Certificate (JCC) shall be issued by Bill Certifying Authority. The Contractor is to apply for release of their SD to GRSE Ordering Dept. along with issued Job Completion Certificate (JCC).

In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

In case of submission of BG against Security Deposit, the BG shall be valid for a minimum period equivalent to delivery period mentioned in the PO + 2 months.

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.

JCC shall be issued after completion of the complete work against a Purchase Order.

In case material is taken out by vendor for processing outside GRSE the JCC shall be issued after acceptance of Material Reconciliation Statement (MRS).

6. **Bill Submission बिल प्रस्तुति:**

Invoice is to be raised after issue of Work Done / Completion Certificate.

GST e-invoice are to be submitted to Bill Certifying Authority through OBPS portal with work done /completion certificate duly certified by WDC Authority.

Payment shall be made against submitted invoice as per payment terms of PO subject to compliance of labour laws and statutory dues where ever applicable.

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.

13. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty as per prevailing norms of GRSE. As a part of National Mission of Swachh Bharat, GRSE has adopted Swachh GRSE and maintaining cleanliness of work area is an essential pre-requisite.

14. **PAYMENT FOR UTILISATION OF PORTABLE ACs BY VENDORS:**

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

(a) **Installation of New AC Machines**

(i) ACs are to be of 5-Star Green rating upto a maximum of 1.5 Tons.

(ii) Vendors to seek installation clearance from ES&CM department. Post accord of clearance by ES&CM, vendor to install the AC and take power supply from designated place shown by the ES&CM dept.

(iii) All cables, RCCB, socket etc required for connection of the AC are to be arranged by the respective vendor.

(iv) Post completion of installation, an inspection will be carried out by the ES Dept for readiness to energise. Same procedure will be followed in case vendor willing to discontinue this facility.

(v) Charges toward electrical bills will be on monthly fixed rate basis @ 700.00 per month per AC irrespective of utilization / restriction of utilization.

(vi) In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will be applicable for the said month in which the AC will be disconnected.

Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

(b) Usage of Existing AC Machine

(i) Vendors to apply for inspection of the installed AC by ES Dept. Any observations made by ES&CM dept during the inspection process are to be liquidated by the vendor. Cables, RCCB, socket etc, if required to be replaced, are to be undertaken by the vendor at his own cost.

(ii) Charges toward electrical bills will be on monthly fixed rate basis @ 850.00 per month (for below five stars rating) and ₹ 700.00 per month (for five stars rating) irrespective of utilization / restriction of utilization.

(iii) In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will be applicable for the said month in which the AC will be disconnected.

Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

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
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
<u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u>	

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>

ii. TReDS (Trades Receivable e-Discounting System) → website: www.invoicemart.com

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

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

PHYSICAL SUBMISSION		
1	EMD Instrument	Not applicable for this tender
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).	
<u>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</u>		

ARTICLE/अनुच्छेद 26. SUBMISSION OF BID बिड की पेशी

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



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

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

CIN / सी आई एन: L35111WB1934GOI007891

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

NIT SLA No / निविदा संख्या:	SCC/MB/NIC/LT/ENG INST 3023/2526235/ET-3350
Job Title / कार्य का नाम	ENGINEERING INSTALLATION AND COMMISSIONING WORKS OF YARD 3023
SOR No:	Engg/ 3023/01, Rev: 01 dated 17.12.2025 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

GRSE Ltd.	TECHNICAL SPECIFICATION FOR ENGG INSTALLATION & COMMISSIONING WORKS OF SHIP	SOR No. Engg/ 3023/01
Yard No: 3023		Rev: 01
Group: MFOS/Engg	Drawn by: DGM Engg (PMT-P17A)	Date: 17.12.2025
Inspection: GRSE QA /WOT		

1. **Intent.** It is the intention of GRSE to enter into a contract for Propulsion System related Engineering installation and commissioning works of Yard 3023 (P17A class of Ship) which is under construction at GRSE. The work is to be done at GRSE including GRSE/KPDD Dry Dock, trial areas at naval dockyards in harbour and at sea.
2. The work encompasses for 01 (one) Naval Warship - Propulsion Plant and related Auxiliaries.
3. Contractor must deploy people with experience (as indicated in Annexure – A) of doing installation and commissioning operations of such type of equipment/ systems on regular basis onboard new construction / operational Ships. In support of the above CVs/ Bio data of at least three main executives and four direct supervisory staff proposed to be deployed are to be submitted. These personnel may be called for in TNC and their suitability assessed by GRSE. Post commencement of the work the same personnel are to be deployed and if required to be changed then personnel are to be cleared by GRSE first.

Important Note.

(a) Submission of NDA as enclosed in NIT

4. **Contractor's Scope of Work**

PHASE 1

[A] **Planning And Material Co-ordination Services.** The contractor is to position on site in GRSE a Project Engg. monitoring team (PEMT) for the complete planning, coordination and execution of the works. A mobilization time of not exceeding 07 days may be given. The team will: -

- (i) Examine Technical documents for all equipment and related systems and ship interface areas/ drawings. Towards the same interactions through the nominated personnel of GRSE is to be done with OEMs, through RO Mumbai Office (MDL), and Indian Navy/ WOT/ Trials teams /formations.
- (ii) Trial to be offered as per GRAQ and inspection to be done as per approved QAP and GRSE QA norms. Contractor to formulate formats for Inspection and Work, Maintenance & Preservation Logs and get the same approved by GRSE QA. The formats and work logs are to be printed by contractor post clearance by GRSE QA.
- (iii) Examine all documents from OEMs and evolve technical procedures required to undertake installation, preservation, setting to works, PI, II, SDCs and trials and handing over of the equipment as indicated in the SOR hereinafter. These are to be ratified/ approved by GRSE MFOS dept as and if required by the customer reps. The categories of equipment will be as following: -

(aa) Main Propulsion, Shafting, Steering and related auxiliaries.

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(iv) Examine and reconcile complete systems wise material list vis-à-vis items ordered and received. Deficiencies to be projected immediately to GRSE and reflected in monthly reports as indicated elsewhere.

(v) The details of the mandatory Qualifying Requirements of PEMT personnel to be positioned by contractor to execute the work are placed at Annexure A. (non- Classified)

PHASE 2

[B] Equipment Installation. In the first stage the contractor will be required to undertake the following: -

- (i) Preservation
- (ii) De-preservation
- (iii) Lowering & locking
- (iv) Equipment Preliminary Installation Inspection (PI)
- (v) Equipment Installation Inspection (II)

The general description of the tasks given is enumerated below. These are guidelines and not exhaustive.

Preservation.

(a) Post issuance from stores the machineries are to be preserved in accordance with the guidelines given by the OEM of each of the respective equipment (where OEM is not directly doing the preservation).

(b) These preservation records are to be signed by the contractors own QA rep and GRSE, OEM (If applicable).

(c) For re-preservation routines of major equipment post issuance of item from stores which are necessarily required to be undertaken under the supervision or by the OEM, the contractor will have to provide assisting services for these preservations. Proper record of such re preservation have to be kept by the contractor signed by OEM and GRSE rep and/or WOT and finally handed over to WOT through GRSE.

Pre-Installation.

(d) The contractor is required to assess handling arrangement, shipping route and undertake tasks required for the installation of the equipment on-board. (e.g. checking readiness of seat, machining (if required), drilling, alignment, levelling etc. arranging all lifting and handling arrangements etc.) The provisioning of required tools & machinery to execute the tasks on board ship are to be undertaken by contractors themselves. Contractor to arrange temporary supports (raw material / supports, wooden blocks/ wedges/ raw steel plates/ sections as held will be given by GRSE), fixtures, service bolts required for installation. Seats for the equipment (individual item) less than 40 Kg is to be made by Contractor. Following seats will have in situ machining

- (i) GT seat 02 No

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(ii) Thrust block seat 02 No

(e) The contractor to prepare pre-lowering check list and finalize with GRSE Production (berth). This includes inter alia measurement of free heights of mounts. Free heights of the mounts (wherever applicable) are to be taken by the contractor QA and certified by GRSE QA/ WOT. Necessary certificates to be collected from GRSE QA. Documentation towards the satisfactory completion of the necessary requirements prior commencement of the lowering are to be undertaken and records are to be signed by the contractors own QA rep and GRSE production / MFOS rep. as required.

Lowering.

(f) Lowering of the equipment is to be undertaken by contractor. Equipment after lowering have to be secured by suitable structural members/ fasteners for launching/ Docking/ Undocking. Crane as held with GRSE will be provided free of charge. Slings as held will be provided free of charge. Lifting jigs as provided by OEM will be also provided free of charge. If specialized slings /lugs /jigs etc are required over and above these, then the same are to be provided for by contractor. GRSE will provide crane and crane driver for fixed cranes. For EOT cranes, contractor to engage driver.

(g) Rigging up of temporary scaffolding / access platforms, de-gutting & re-gutting, welding (cutting & grinding off subsequently & touch up painting) of support eyes and all other activities as required for the lowering of the equipment are in the scope of the contractor. For single point responsibility the contractor is required to undertake the work of cutting and & re-welding of shipping route openings.

(h) Maintaining clean-ship condition in areas of work.

Installation.

(i) Installation is to be done as per drawing and all fragile items like instruments etc are to be protected against damage. Regular care also to be taken to prevent any damage of equipment and system. contractor is to prepare the area and equipment for PI and there after offer the PI of the equipment through GRSE Production to GRSE QA/ MTU/WOT as applicable. In case of equipment some accessories/ appendages fitted on the equipment are required to be opened and re-fitted after lowering. In some cases, accessories (particularly in case of instruments fitted on the equipment) are to be re-fitted at much later dates. In such cases contractor is required to preserve those removed items with proper identification (including pictures if required) and keep in their custody till re-fitment. For this storage of sensitive items GRSE will provide dedicated Stores in an earmarked area post placement of PO.

(j) **Protection & Preservation of the equipment post lowering/ PI is to be undertaken.**

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(i) Protection of main equipment to be done by making temporary guards around the equipment by means of scaffolding pipes or welded by pipe/ flat bars framework. (Wooden flats/ Pipes/ MS flat bars/angles as held with GRSE will be provided free issue). These are to be covered with a non-flammable thick canvas and a preceding layer of plastic (contractor's scope) (having bubbles or inflated cocoons/ sinters / similar material) to ensure that the main equipment is not damaged in any way. Weekly checks and cleaning of the same are to be done and records thereof maintained. In case removal/ shifting of protection cover of equipment is required for access by other contractors for on board work, same will be co-ordinated and informed to the contractor by GRSE for action.

(ii) Peel off plastic covering is to be done on the equipment to ensure that dirt / paint from other areas does not impinge on the equipment/ instruments fittings. Weekly checks and cleaning of the same are to be done and records thereof maintained. The machine required for putting the peel off coating is to be held with contractor on site.

(iii) Jacking up of equipment to prevent mount decay, preservation of mounts as per guidelines of OEMs are to be undertaken and duly recorded.

(iv) Contractor is to maintain preservation log books of all equipment and get the same signed as required by GRSE rep and WOT (also OEM if so required). These log books are to be handed over (as required) to the commissioning crew of the ship at the time of commissioning.

PHASE 3

[C] Onboard Works Towards Readiness.

Plumbing system will be handed over to the engineering contractor after II of the system to be carried out by the plumbing contractor. Proper handing over and taking over should take place with all inspection report. Liquidation of observation of all plumbing work to be undertaken by plumbing vender. The scope of work of the engineering contractor in the plumbing front are the following: -

- (i) Checking of the entire pipeline of respective system for its integrity.
- (ii) Energise the system with the system pump at working pressure for both suction and discharge side of the system.
- (iii) Intimation of the defects of the system pipelines arising (if any) at the time of system energising.
- (iv) Certification of these activity will be done by the yard officer.
- (v) This activity will be considered as part of setting to work of equipment and system.

(a) Tank readiness for engineering tanks (e.g. FO tanks, LO tanks & Avcat tanks) final box-up will be under contractor's scope including minor additional hot work, cleaning & inspection, box-up, fitting of tank monitoring instrument etc. For all other tanks the engineering contractor is required to install the tank monitoring

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instrument and manhole cover boxing up of the tanks. Necessary safety norms for entering and ensuring safe work procedures in tanks are to be adopted. Guidelines towards the same are enclosed in GRSE STACs.

(b) Fabrication and erection of ME & other major machinery coupling guard which are not part of supply of OEM are to be undertaken by the vendor.

(c) Complete flushing upto required quality of NAS value, as specified in GRAQ, is the scope of the contractor. Contractor will have to maintain/adjust the valves, etc in various system. Ship machinery running (if any) required for flushing will be considered part of flushing activity.

(d) Calibration of Instruments. All the instruments are to be re-calibrated before II and before handing over of equipment to Ship staff. Also, the calibration to be undertaken based on validity expiry of calibration during the process from II to hand over. Re-calibration of gauges, if required, during trials will be considered as part of services for the trials. Beyond that till handing over of the systems to SS, if any, re-calibration is required will be done by the contractor and will be paid as per established rate.

All test equipment of the contractor are also to have currency on calibration certificates by an NABL accredited lab.

The calibration and record keeping are to be maintained by the contractor as part of routine up-keeping of the equipment. The calibration to be done through NABL accredited lab. Electrical instrument calibration (switch board instrument, converter equipment instrument panel/starters etc) are beyond the scope of the contractor.

(e) De-preservation. De-preservation of the equipment prior commencement of STW is to be undertaken by the contractor. This activity is to be planned & scheduled by contractor's PEMT duly considering the planned sequence of equipment start and all other inter-linked equipment. For certain equipment where the de- preservation is to be undertaken by OEMs as per Main Equipment PO, the back to back services of OEM engineers will be provided by GRSE free of cost. The spares and consumables for the same will be provided for by GRSE free of cost. If the same is required to be provided by the contractor, then separate POs will be issued for the same. This provisioning is to be done only post formal go ahead by GRSE by PS/ AGM level officer.

PHASE 4

[D] Equipment Commissioning & Trials.

(a) Following to be offered by contractor (duly planned & scheduled with inputs & coordination of all concerned: -

- (i) Setting To Work (STW).
- (ii) Interfacing check.
- (iii) Safety Device Checks (SDCs).
- (iv) Harbour Acceptance Trials & Basin Trials.

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(b) Above are to be undertaken by the contractor and offered to GRSE production. Thereafter GRSE production with assistance of contractor will offer to GRSE QA/ WOT/MTU. As per standard practise due to the nature of the work the trials may extend well beyond normal working hours and certain trials may have to be done in off working hours / Sundays Holidays. All these need to be duly considered and catered for by the contractor. The scope of these trials are governed by the ship's equipment's documentation / NES, GRAQs and the applicable naval standards of IHQ/DME and norms of WOT and MTU.

(c) Running log book is to be maintained and periodic routine maintenance (greasing of bearing points, periodic cleaning of the equipment) is to be done.

(d) Liquidation of the observations of the PI, II, SDC, HATs and SATs for equipment are to be undertaken by the contractor, including record keeping of the same by means of the entry in Excel sheets and updating on a daily basis and promulgation to all concerned by means of email. The liquidation of observations/ defects will be categorised into the following heads. The categorization will be done by joint team of GRSE Berth officer, GRSE QA (SM level) and contractor PEMT. In event of dispute the decision of PL will be binding on contractor. However payment will be made on actual number of defects liquidated.

- (i) Category I. To be done at no Addl cost by contractor
- (ii) Category II. To be done at additional cost, for modifications/ rework
 - (aa) Type A minor
 - (ab) Type B major

Till PI no rework/ modification will be paid extra.

The requirement is to be justified and accepted by a DGM /SM level officer. For these additional services of OEM, if scope exists in the Main equipment contract then they will be positioned by GRSE as per the back to back agreement.

Note: - Operational defects are to be rectified on top priority without hampering normal process. Rest to be done with proper time planning.

PHASE 5

[E] Sea Trials & Handing Over.

(a) Sea Acceptance Trials. Contractor is to completely and comprehensively assist GRSE production in all stages of conduct of Sea Trials. GRSE production with the assistance of the contractor will offer to GRSE QA/ WOT/MTU. The sea acceptance trial will be scheduled as per CST plan of the Ship and accordingly all systems to be made ready starting from PI. It may be noted that in GRSE built ships, the vessel proceeds for Sea trial in a sortie of 4 to 5 days outbound from Kolkata. The personnel deployed therefore have to be deployed accordingly. Contractor and

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Personnel are required to furnish indemnity bond prior sailing as per standard format. Due to complexity of vessel and need to undertake certain trials vessel may be also deployed for trials ex – Vizag. The contractor is to cater for the same.

(b) **Defect/ Observation Liquidation.** Liquidation of the PI, II, SDC, HATs and SATs for equipment, observations are to be undertaken by contractor.

Note: - Operational defects to be rectified on top priority without hampering normal process. Rest to be done with proper time planning.

(c) **Maintenance Routines.** Based on equipment running Logs, the contractor has to inform well in advance to GRSE Nodal Officer (ideally 04 to 06 weeks) the requirement of periodic (time based or running hours based) routines that will be falling due as per OEM maintenance schedules. These major equipment routines would be undertaken by the OEM themselves / through their authorized agencies. Contractor is to render necessary assistance to OEM work for on board routines. Normally for the general-purpose machines installed on board, turning and greasing are required to be done and record kept. Contractor has to do this part. Consumables if required will be provided by GRSE as free issue. In the event that GRSE is not able to provide the requisite consumables then the contractor would need to source these items themselves. The clearance for going ahead for the same will be accorded by PS/ AGM Level officer of GRSE. For all equipment including general purpose machines installed on board contractor has to undertake basic turning and greasing as required, and keep records for the same.

(d) **Co-ordination.** Contractor will actively coordinate with other GRSE sub-contractors / OEMs through the nominated production officer of GRSE particularly with respect to interface with Systems, Controls, Electrical and IPMS. The time duration of share of work site for job execution is to be mutually arrived at. In the event of dispute, the decision of PL will be binding on contractor.

(e) **All Works in Way.** The contractor may be required to undertake other works that are related to the installation / operation or trials of the equipment. These works may include works towards cleanliness, minor touch up painting & lettering, connectorizations, minor sheet & insulation works etc. The works that would fall under this category would be entire change or re-routing of system lines, cables, complete insulation, major hot work and making of seats afresh etc. These and other works if not directly in scope of the contractor and if not done by the concerned agency/ contractor then these may be ordered on the contractor as per the prevailing rate contract / parallel POs in vogue in GRSE.

(f) **Operation & Watch-Keeping.** The contractor will undertake operation & watch-keeping of the Engg equipment in harbour and as required for the conduct of the trials of the equipment and running of other equipment. For this the contractor will engage the qualified personnel (as per Annexure A). The Professional Assessment Evaluation of these personnel will be done by GRSE. The intimation of requirement of operation and watch keeping of equipment will be given by the DGM Engg/ I/c MFOS / PL of the ship. The contractor is to undertake operation there on

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only. Log Books are to be maintained and duly signed by contractor supervisor and submitted as WDC. All necessary steps required for safe operations as per GRSE Safety regulations, general safe industrial & marine practises and also OEM guidelines for safe operations are to be adhered to. Equipment will fall under these three categories: -

- (i) Special category equipment which will be run only by OEM. contractor has to give assistance to OEM in this case.
- (ii) Equipment which will be run by contractor but after receiving instruction from OEM. GRSE will organise OEM for giving such instruction.
- (iii) General purpose equipment which will be operated by contractor maintaining general engineering practices.

(g) Documentation & Record Keeping. The contractor will undertake the filling up of Log Books, updating of Defect Lists, Test Reports (II/HATs/SATs and all other relevant reports) through the GRSE nominated Production Officer.

(h) Running of Machinery/ Equipment. Contractor is to run machinery as per GRSE requirement after completion of trials (HAT/ SAT, as applicable). Log for running to be maintained and weekly certification of log to be obtained from MFOS.

5.

[F] Propulsion Shaft Installation and Alignment

Broad overview

(a) The overall installation and alignment of the P17A Main Propulsion Plant can be considered to be performed in two distinctive parts: -

- (i) Shafting and Main Reduction Gear (MRG).
- (ii) Engines (GT and MDE) with respect to the MRG.

(b) The 'Shafting and MRG' installation will be undertaken in the following phases, based on the ship build plan: -

- (i) Phase 1: Post Launch Dry Dock Phase.
- (ii) Phase 2: Afloat Phase.

(c) The above are for guidance and are generic in nature. contractor is to prepare detailed plans and put up to GRSE for review by all stakeholders according to ship's build plan and progress.

(d) In the course of the works for trouble shooting activities contractor will be required to engage with all stake holders for interaction: -

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- (i) Meeting with MSI and Know How Providers experts through & along with GRSE.
- (ii) Fact finding of process being adopted by lead shipyard through & along with GRSE.
- (iii) Deliberations along with GRSE with naval inspection agencies.
- (e) The contractor will be required to undertake various activities as preliminary listed in Annexure B, including all activities necessary for achieving the complete shafting line of the ship.

6. Drawings. In addition to drawings, the documents as listed below need to be referred during machinery installation.

- (a) OEM documents.
- (b) Installation Drawings / Seats etc.
- (c) Welding details.
- (d) Drawings for fitting various outfit items.
- (e) Standard structural details.
- (f) Radiography, Ultrasonic & other Non-destructive testing requirement.
- (g) GRSE proposed QAP for Engg.

7. GRSE's Scope of Supply.

- (a) Main equipment and accessories.
- (b) POLs and Lubricants as on demand after necessary verification. Loss of any oil needs justification. Spillage if happens must be cleaned thoroughly and immediately.
- (c) OEM services as per main equipment PO.
- (d) Commissioning spares, during trials. If not held then contractor to provision as mentioned elsewhere in the SOR.
- (e) All steel, paints, dock blocks, gases, scaffolding material, pipes, cables etc as required will be provided as held with GRSE on free issue basis.
- (f) Primer for touch-up after welding & preservation.
- (g) Raw material for fabricating lifting lugs with doublers/jigs etc. However, if any service bolt, nut and washers, if required for the process, contractor to arrange.
- (h) Weld consumables for DMR 249 A.
- (i) Infrastructure for installation including crane.
- (j) Electricity, compressed air and water at designated distribution points.
- (k) Space for placement of containers within the yard to serve as office space and stores for the contractors.
- (l) X Ray and UT testing.

8. Contractor's Scope of Supply.

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(a) Adequate officers towards PEMT (as per Annexure A), dedicated QA teams, skilled operatives, & supervisors to meet the installation schedule with quality and on schedule. The requisite skill sets required are as follows:

(i) **Execution Team.** Adequate experienced officers and supervisors (as per Annexure A) need to be provided by the contractor to take care of installation of machineries, piping, structural work and commissioning work of equipment and systems. For this purpose, the following minimum personnel in the officer & supervisory capacity should be provided for execution team: -

- (aa) Overall incharge of production in ship.
- (ab) 03 officers to monitor and drive production.
- (ac) 03 line supervisors.

(ii) The following category of workmen will be required: -

SI	Skill	Requirement	Additional requirement
(aa)	Fitter	ITI/ Min 05 years' experience	Experience in alignment and in-situ boring/ reaming for fit bolt, grinding of metal chocks proficiency in precision metrology,
(ab)	Composite Welder (Gas/ Arc)	ITI/ DMR 249A welder qualification	WQC on DMR 249A
(ac)	Grinders	03 years' work experience	
(ad)	Store keeper	03 years' work experience	
(ae)	Pipe fitter	ITI/ Min 05 years' experience	Experience in pipe fabrication, erection.
(af)	Structural fitter	ITI/ Min 05 years' experience	Experience in structural fabrication work.

(b) Contractor will be required to have a dedicated and qualified QA and the QA officer is to forward all requests for inspection alongwith copy of contractors' internal inspection report. The qualification for the QA inspectors is as follows:

Hull Inspection 01	Diploma in mechanical/ civil with past Naval experience or ship building experience in established shipyard for minimum three years is mandatory. Knowledge of computer applications / software like MS Office, MS Excel, MS Project etc is preferred
QA Engg 02 + 01 controls	At least one ex-Navy Sailor Diploma in Mechanical with minimum three years' experience in the onboard ship or in trial teams/WOT. Knowledge of computer applications / software like MS Office, MS Excel, MS Project etc is essential. Preferable if experienced in alignment, proficiency in precision metrology

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(c) Energy efficient DC welding machines of reputed make with synergy & pulse function to be brought in by the contractor. Cutting equipment with flash back arrestor to be brought in by contractor. Duly calibrated and certified Pressure regulators, pressure gauges, DP test cans, paint brushes, cleaning material, Dynamometers, portable drill M/c, grinding m/c, digital spirit level, torque spanners etc required for the job will be brought in by contractor. Any other machine, equipment, material and consumables not covered above, are also to be arranged by contractor. Details of consumption of weld consumables are to be maintained and submitted if called for on a quarterly basis.

(d) Pump required for water pressure test and vacuum test to be arranged by the contractor. Also for online and offline flushing, filling and extracting POL etc.

(e) Min. 75% of deployed manpower should be of skilled category (Welders/fitters).

(f) Computers with associated peripherals as required (at least) 2 or as required for day to day electronic emails and data transfer. These computers are to be sanitized as per the requirements of GRSE IT Policy. These computers will be provided GRSE email facility. The required procedure of the same will be shared with contractors.

9. General Points

(a) Internal Transport & Services Transportation of loose material/ equipment within GRSE (including inter unit i.e. MW to FOJ/etc) will be the responsibility of the contractor. Transporter (KAMAG/TOMAG) for transportation of major equipment and cranes will be provided by GRSE at no additional cost. However, since GRSE's own infrastructure will also be used for other tasks, the requirement of the same for critical operations are to be planned in advance and coordinated with all stakeholders by contractor's PEMT. As a backup arrangement contractor will engage for smooth execution of works, material handling equipment and other support equipment. These are (but not limited to);

- (i) Forklift 01 in number
- (ii) Hydra 01 in number
- (iii) 03 ton capacity open truck 01 in number
- (iv) Mobile Compressor
- (v) Flushing kits
- (vi) Container for office space
- (vii) Container for stores

Note 1. The contractor has to provide aforesaid services as and when required for execution of the job.

Note 2. Material handling upto 05 Ton will be the responsibility of contractor and GRSE will aid with movement of materials more than 05 Ton weight.

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(c) **Hindrance Register.** The contractor is to maintain a Hindrance Register. This Hindrance Register is to record instances of hindrance to work not on account of or attributable to contractor that are hampering the execution of work as per the finalized plan and schedule of Activities. The maintenance of hindrance register is to be done by contractor and the same is to be countersigned by DGM MFOS/PL/ nominated officer of MW (i/c) or PS-17A. The hindrances recorded would be admissible for waiver in terms of period of hindrance during the computation of Liquidated damages (LD), if any, and as applicable will be admissible for deduction from the final bill.

(d) All general tools, torque wrenches, tackles, lifting appliances. As-made jigs and fixtures (Raw material will be given by GRSE berth and the same are to be made in consultation with berth) as required will be under contractor's scope. These are to be made in consultation with GRSE/MFOS berth. The relevant load test certificates/ calibration certificates etc are to be held in the custody of contractor Safety Executive. Main equipment specific special tools as provided by OEMs will be under GRSE scope of supply and issued on returnable basis. A record book is to be maintained by contractor with signature of GRSE officer.

(e) All ship building infrastructure (including crane, power supply, industrial gases etc.) other than those explicitly spelt out will be in scope of GRSE. However, since GRSE's own infrastructure will also be used for other tasks the requirement of the same for critical operations are to be planned in advance and coordinated by contractor's PEMT. It may be noted that non-availability and or non-providing of above or any GRSE infrastructure will not be considered towards an acceptable delay on account of contractor. The contractor having been awarded the contract is required to take and make alternate arrangements, as required.

(f) **Material.** All loose items are to be mustered with drg/ documentation during receipt and proper record to be kept. Instruments/ gauges and items are to be protected during the total process from lowering by means of protection cover or removal. If removal is required, the same to be recorded preserved in safe custody on discussion with GRSE/ OEM as applicable.

10. **Workmanship.**

(a) Machinery installation should be of good workmanship and meet GRSE laid down standards. Workmanship should be technically correct, good outlook, operational friendly and acceptable to customer.

(b) All parameter values must match with drawings/GRAQs.

(c) QAP/QIP as established are to be strictly followed.

(d) Any additional expenditure incurred by GRSE on account of poor workmanship by the contractor will be recovered from the contractor towards additional material (consumables POLs etc used due to the same).

(e) Proper care must be taken during transportation of the equipment.

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(f) QIPs/QCR for inspection to be prepared by contractor in consultation with GRSE (QA) and to be approved by GRSE within 02 months of placement of order/ LOI/ availability of complete binding data / drawings of the specific equipment.

(g) 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 and safety of access and ingress & egress is to be ensured wooden planks for working platform and rigid ladders etc. to inspection staff & surveyors.

(h) Contractor is required to deploy a qualified and dedicated safety supervisor prior commencement of installation work. The guidance details of the safety logs that are to be maintained will be handed over to contractor.

(i) All personnel deployed are to be medically fit and to wear Personal Protective gears and Equipment. The overall dungarees are to be emblazoned with "Contractor Name"

11. Inspection.

(a) Inspection of works including stage inspections will be carried out by GRSE (QA rep)/WOT/Naval agencies.

(b) Draft QAP is to be submitted by the contractor to GRSE QA for approval.

(c) At least 02 days prior notice is required for offering inspection. Rectification, if any, recommended by Inspecting Agency / Agencies, 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.

12. Security. All documents / drawings of GRSE P-17A Yard No. 3022 to 3024 are confidential in nature. All drawings / documents issued to the contractor should not be copied and accounted and should be returned to GRSE on completion of work. The contractor and their personnel will be governed by Official Secret Act, 1923 (amended time to time). In case of any violations, provisions of the act will be applicable to the contractor and its personnel.

13. Miscellaneous.

(a) Contractor is to have a dedicated QA department. Before each inspection offer, the same are to be checked by contractor's QA rep.

(b) All materials taken and their completeness for execution of the work is to be checked to ensure that there is no shortfall between supply and document/ drawing. If any the same are to be recorded with GRSE rep and intimated by email/ letter to GRSE concerned officer for taking up.

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(c) All loose items, including tallies, pads etc supplied by GRSE must be fitted. A reconciliation report to be submitted prior to final inspection. Any clarification required on drawings/material must be obtained from GRSE within 05 days of receipt of drawing.

(d) Before delivery, all equipment are to be properly cleaned, dried and preserved and then boxed up. All openings are to be suitably covered with in accordance with extant rules to prevent ingress of foreign material and maintain preservation.

(e) The contractor is responsible for upkeep of the work area. The work area at each work site including onboard ship, shall be kept neat and clean at all times. Touch up painting as required is to be undertaken. (Paint will be supplied as required by GRSE). Garbage and scrap are to be segregated and deposited at the space earmarked by GRSE.

14. **Schedule.** Delivery and cardinal date plan of the project is placed below. These are to be considered and mobilization plan of resources to be planned.

POST CST DD-DEC 2025, FMT-END JAN 2026, DELIVERY-APR 2026.

15. **Work Done Certificate (WDC) & Bill.**

(a) WDC Signing Authority: Berth officer / PMT-P17A officer not below the rank of DGM

(b) The Inspection notes are to be duly supported by QA inspection notes and WOT/ MTU I notes as applicable. The WDC officer is to be taken as the nodal GRSE officer for that task as a general guideline.

(c) In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD clause and effect recoveries from sub contractor's invoice.

(d) Bill Signing Authority: PS-P17A or his nominated officer.

16. **Modification/ Rework.** 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. 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 or lapses on account of the contractor will not be paid for.

17. **Planning & Project Monitoring.**

(a) **Planning.** Contractor has to plan and generate a schedule of activities in detail. The outline plan is to be submitted during TNC for evaluation. The outline PERT of the ship (Classified), with dates of lowering of equipment will be shared with contractor.

(b) Given the multiple linkages to various factors (many of which may be beyond the control of GRSE) there is possibility of a requirement to re-schedule the initial planned activities. Accordingly, a Dynamic Review Mechanism (DRM) will be instituted post PO and submission of initial plan. This DRM-Engg will have members

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of contractor (PEMT) and GRSE (PMT, Engg and QA/Mtl as necessary), 03 plans will be updated in every meeting and published:-

- (i) Monthly Work Plan.
- (ii) 03 month Work Plan.
- (iii) 06 month Work Plan.

The onus of scheduling the meeting will be on the contractor's PEMT in consultation with GRSE.

(c) Contractor must identify a coordinator ear marked for close liaison with GRSE.

(d) **Scheduling & Resources.** Firm should submit a document indicating a complete Road Map for Project Execution along with timeline and resources deployment plan indicating major activities as follows during TNC:

SI	Activity	Duration	Resources (Type- Skilled worker / fitter/ rigger/welder/ operator etc)
i	Preservation of equipment		
ii	Preparation of ship for receipt of equipment		
iii	Lowering of equipment		
iv	Onboard preservation		
v	Onboard de- preservation		
vi	Installation		
vii	Preliminary Installation (PI)		
viii	Installation Inspection (II)		
ix	STW		
x	HATs		
xi	SATs		

The scrutiny of the above will be a key aspect of discussion in TNC. The contractor will be required to submit detailed proposal for complete work execution along with detail plan, contingency responses and all other factors.

(e) **Reviews.** GRSE will review the progress of work on a weekly basis with site in charge of contractor 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: -

	GRSE	contractor
Weekly	PL + PMT + Dept Rep as reqd	Site in charge
Fortnightly	CGM P-17A	Project Manager
Quarterly	Director	VP/Director

(f) **Communication Mechanism.** Contractors are free to contact GRSE personnel at all other times also. Contractor is required to communicate to GRSE

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in unambiguous terms, issues affecting production in order to ensure speedy resolution of the same.

Communication is to be by email to PL/ AGM Engg/ AGM Planning, the nodal officer for the contract. The specific contacts and the escalated level of contacts are as follows: -

	First level of contact	Escalated level of contact
Production	AM/Mgr/ DM of concerned Dept	DGM/ AGM of concerned dept/ PL
Material Issues	Asst. Mgr/ DM/Mgr Store (For issue of material),	AGM Store/ AGM PPP&C/ PMT
Inspection Issues	AM/DM/ Mgr QA, SM QA	DQM QA/ PL
Contractual Issues	AM/DM/ Mgr Contract	AGM/ SM Contract/AGM PP&C
Design	AM/ DM Engg Design	SM / AGM Design / PL
HR, Wages, PF, ESI Passes,	AM/DM/Mgr HR	SM HR/ AGM HR
Bills	AM/ DM Finance	SM/ DGM Finance SLP/ PMT
Safety	Safety Officer	AGM IEP/PL

Email ids of specific officers will be intimated at the time of PO placement

(g) **Catch up Mechanism.** To meet the production target, contractor will have to make arrangement for additional manpower/ time. Work in Shift system may also need to be adopted to meet the project dates. This will be intimated in writing in the event of failure of schedule. The shift system is to be implemented within 2 weeks of intimation.

(h) In the event an activity is delayed solely on account of the contractor, then LD would be levied

18. Delivery Liability Period (Warranty): Till 01 year after the final inspection & Acceptance. If any defects arises within this period, the firm has to rectify the defect free of cost.

19. **Pre- Bid Meetings.**

(a) Prebid meeting not required.

20.

List of Main Equipment and Vendors

Sl. No	Name of Equipment	Vendors
1	CPP & Shafting	Rolls Royce
2 & 3	Steering gear & Fin Stabilizer	Veljan
4	Gear Box & MSI	Elecon Engineering

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5	GT	HAL Bengaluru
6	Main Propulsion Diesel Engine	MAN India
7	DE IRSS/ GT IRSS	BEML, Decimin
8	DE Intake/uptake	
15	GTMS	GE

ANNEXURE A

		Domain	
<u>PEMT</u>	Overall Project –in Charge	Engg. Retd, CGM / GM level officer from PSU OR Cmde or Captain level IN Retd Officer with experience in IN Commissioning ships/ MTU	01
	Design Coordinator	Engg DGM/SM level officer for ship building industry or Class Agency OR Cdr/ Lt Cdr level IN Retd Officer with experience in IN Commissioning ships/ MTU	01
	Material Planning and scheduler	Graduate Engg with working experience of 5 + years	01
	Support Staff	As required	
<u>EXECUTION TEAMS</u>	Project Manager per ship	Experienced Executives with 15+ years OR Cdr / Lt Cdr IN Retd Officer with experience in IN Commissioning ships/ MTU	01
	Supervising Engg	Personnel with 10 Years + experience in Ship construction and Machinery Installation	03– Prod + Stores + safety
	Supervisor	Diploma with 03 Years + experience in Ship construction and Machinery Installation	03
	List /Number of Specialist to be submitted		
<u>QA TEAMS</u>	Overall QA in-charge Executive	As per SOR	2
	QA Inspector		2

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Annexure B

1. Brief Technical Description of Propulsion Plant

(a) The P17A Propulsion Plant is a CODOG (Combined Diesel Or Gas) twin shaft installation. On each shaft, the Main Diesel Engine (MDE) or the Gas Turbine (GT) drives a Controllable Pitch propeller (CPP) through a twin input/single output Main Gear Box (MRG).

(b) For the designed full load displacement of 6,670 t, the ship is designed to achieve the following targets:-

- (i) Maximum Speed of 28 knots with GT operation, clean hull, standard reference conditions.
- (ii) Endurance of 5500 nautical miles at economical speed (16-18 knots) with DE operation and 1000 Nm at 28 knots at reference conditions.
- (iii) Operate at slow speeds of 8 to 12 knots continuously for 48 hrs.
- (iv) Capable of towing a ship of same size upto 10 knots at Sea State 4.

(c) Maximum ship speed is achieved from power provided by two GE/HAL LM2500 Gas Turbine engines with each rated at 22.37 MW at Power Turbine (PT) rotational speed of 3600 rpm. Two MAN 12V28/33 STC Main Diesel Engines (MDE) each rated at 5,460 KW at engine rotational speed of 1,000 rpm is used to achieve ship's cruising speed. Each diesel engine transmits torque to the MRG through a fluid coupling and an overrunning clutch, driving the main gear wheel through the single stage reduction. Each gas turbines transmits torque to the MRG through an overrunning clutch, driving the main gear wheel through a locked train two-stage reduction.

(d) The RENK/ Elecon MRG system consists of Port and Stbd MRGs which are asymmetric in design, with the Stbd MRG having an extra idler gear allowing the Port and Stbd propeller shafts to rotate in opposite directions while the engines rotate in the same direction. MDE and GT have a single sense of rotation, counter clockwise (CCW) for the DEs and clockwise (CW) for the GTs, seen as per ISO 1204. The MRGs have a double helical gearing arrangement.

(e) The ship is propelled by thrust developed from two 4.4-meter diameter Controllable Pitch Propellers (CPP). The two CPPs are rotating inward over the top. The thrust blocks are separately mounted (not incorporated in MRG).

(f) The propulsion plant has an independent Sea Water (SW) cooling system for its equipment with the following features: -

- (i) The MDEs have individual engine mounted SW pumps which pump the SW used as the cooling medium for the high temperature fresh water (HT) and low temperature fresh water (LT) heat exchangers.

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(ii) The MRG drives a hydraulic motor which drives the 'Hydrostatic Pump' that pumps the SW used as the cooling medium for the MRG LO heat exchanger and other SW-consumers like Hydraulic Power Pack for CPP, thrust bearing and stern glands.

(iii) The cooling medium for GT LSCA unlike other heat exchangers is not SW but the GB LO itself.

(iv) The emergency SW cooling arrangement for the propulsion plant is provided through the 'Ship's Auxiliary SW Cooling System'.

2. Brief Technical Description of Other Major Machinery

(a) **Steering Gear.** Electro-hydraulic Steering Gear of Tiller & Hydraulic Ram Type with in-built Pump, Motors and Autopilot manufactured by Ms Veljan HydAir. The Primary steering control is from Bridge, while alternate steering control position is from Operations (OPS) room and Emergency Control Post. Emergency's steering from Aft Steering Position (ASP) in Steering Gear Compartment should also be provided. Emergency Hand Steering facility provided in ASP.

(b) **Stabilisers.** The Ship will be fitted with two fin stabilizers, one each on Port and Stbd., these are manufactured by Ms Veljan Hyd Air

3. Brief Technical Description of Propulsion Shafting

(a) The 'Propulsion Shafting System' of the MPP, supplied by Rolls-Royce Kamewa (except where indicated), consists of two independent sub-systems, each consisting of the following:-

- (i) Rolls-Royce Kamewa Type A Controllable Pitch Propeller (CPP).
- (ii) Propeller hub body: Nickel-aluminium bronze.
- (iii) Propeller hub cylinder: Stainless Steel casting.
- (iv) Propeller blades: Nickel-aluminum bronze.
- (v) Shaftline with the following primary segments.

(aa) **Propeller Shaft.** Forged steel, hollow bored with shrunk on liners of seawater.

(ab) Resistant material in way of outboard bracket and SKF coupling cover.

(ac) **Stern Shaft.** Forged steel, hollow bored with shrunk on liners of seawater resistant material in way of outboard bracket and stern tube seal.

(ad) **Thrust Block with Thrust Shaft.** Inboard thrust bearing, with built in radial bearing. Shaft made of forged steel

(ae) **Intermediate Shaft.**

(af) **Distance Ring.**

(vi) Couplings.

(vii) Hydraulic Oil Tube Assembly.

(viii) Oil Distribution Box (OD Box).

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(ix) Radial Bearings.

- (aa) Water lubricated bearings.
- (ab) Oil lubricated bearing.

(x) 'A- Bracket', 'P- Bracket', 'Stem Tube':

- (xi) Bearing housing:
- (xii) Stem tube seal:
- (xiii) Bulkhead seal:
- (xiv) Additional hardware

- (aa) Shaft earthing device:
- (ab) Shaft torque measuring device.
- (ac) Shaft brake.
- (ad) Emergency pitch setting device.

4. Broad Overview of Installation and Alignment Procedure.

(a) The overall installation and alignment of the P17A MPP can be considered to be performed in two distinctive parts:-

- (i) Shafting and MRG
- (ii) Engines (GT and MDE) with respect to the MRG

(b) The 'Shafting and MRG' installation will be undertaken in the following phases, based on the ship build plan:-

- (i) Phase 1: 'Block Building' Phase.
- (ii) Phase 2: 'Slipway' Phase.
- (iii) Phase 3: Dry Dock Phase.
- (iv) Phase 4: Afloat Phase.

The above are guidance and generic, detailed plans are to be formulated by the contractor and put up to GRSE and in turn will be reviewed keeping in line each ship's build plan and progress.

(c) The primary activities performed during installation and alignment of 'Shafting and MRG' each of the phase shall be as follows:-

(i) **Phase 1.** 'Block Building' Phase . During this phase references will be marked to establish the 'Ship Centerline', 'Ship Baseline' and 'Longitudinal Positions' for each individual block relevant for propulsion equipment.

(ii) **Phase 2.** Slipway/Drydock Phase. After the ship blocks are joined upto Deck 10 on the slipway, in this phase installation of the 'Foundation Top Plates' and 'A-Bracket' and 'P-Bracket' along with 'Stem Tube' is undertaken in the following primary steps:-

- (aa) 'Foundation Top Plates' installation as per the 'Line of Sight'

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(ab) Initial Positioning of 'Stern Tube', 'A-Bracket' and 'P-Bracket' as per the 'Line of Sight'

(ac) 'Temporary Support' Installation as per the 'Line of Sight'

(ad) Final Installation of 'A-Bracket' and 'P-Bracket' and 'Stern Tube'

(ae) Lowering and Placement of Equipment on Foundation

(af) Initial alignment of MRG and TB as per as per the 'Line of Sight'

(iii) **Phase 3.** Post Launch Dry Dock Phase. After the ship is launched, it is moved to the dry dock for undertaking further outfitting work. During this phase the following major activities are undertaken:-

(aa) Alignment of 'Stern Tube Bearing', 'A-Bracket Bearing' and 'P-Bracket Bearing' as per the 'Line of Sight'

(ab) 'Outboard Shafting' Embarkation, Installation

(ac) Mounting of 'Propeller Blades'

(iv) **Phase 4.** Afloat Phase. With the installation of 'Stern Tube Bearing', 'A-Bracket Bearing' and 'P Bracket Bearing' in the previous phase, the 'reference line for the shaftline is established. Further activities are then progressed after the ship goes afloat and the hull deforms to its 'natural state' for operation. The further activities are:-

(aa) 'Gap and Sag' Based Adjustments

(ab) MRG Teeth Contact Check 1: With 'MRG Output Shaft' disconnected from 'Intermediate Shaft'

(ac) MRG Teeth Contact Check 2 and Preliminary Check of Jack Loads on Inboard Bearings

(ad) Final connection of Shaftline to TB and MRG

(ae) Final chocking of TB and MRG

(af) MRG Teeth Contact Check 3 (Final): With 'MRG Output Shaft' connected with 'Intermediate Shaft' and Chocking to Foundation

(ag) Final alignment checks using 'jack load' tests Balance Installation Activities: including 'Shaft Brake', 'Bulkhead Seal', 'Torsion Meter' etc.

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(d) After the installation of the shafting upto the MRG is to be completed, installation and alignment of 'Engines' (GTs and MDEs) to MRG is to be undertaken with MRG acting as the reference.

5. DIESEL ENGINE PRESERVATION , INSTALLATION, CONNECTORIZATION & TRIALS

(a) **General.** The contractor will undertake preservation, transfer to berth and installation procedures for the 2833 D SaCoSone Deisel Engines, designed and manufactured by MAN Diesels. The detailed manual providing the detailed information with supplementing technical drawings and specifications referenced therein would be given to the contractor (as provided by the OEM).

(b) Major Tasks to be undertaken as part of the scope is pre- installation tasks, including inlet and exhaust line works and system interfaces & their checks, installation, preservations tasks, pre- commissioning checks, watch keeping & operation during Sea trials and post sea trials Engine Inspection, documentation and handing over.

6. **Diesel Engines Support Systems.** The diesel engines diesel engines will be supported by the following support systems: -

- (a) Compressed air starting system.
- (b) Fuel oil system.
- (c) Lube oil system.
- (d) Fresh water cooling system.
- (e) Seawater cooling system.
- (f) Intake/Exhaust system.
- (g) DE Exhaust IRSS.
- (h) Associated controls & monitoring system.

The detailed scope of preservation, installation, connectorisation and subsequent checks and trials are detailed in the Installation Manuals & Drawings and steps to be taken for preparing the ship for undertaking the tasks as above. These will be shared for perusal on signing of NDA at GRSE premises for prospective contractors to appreciate complete scope and finalize their offers.



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE-1B: BILL OF QUANTITIES

NIT SLA No / निविदा संख्या:	SCC/MB/NIC/LT/ENG INST 3023/2526235/ET-3350
Job Title / कार्य का नाम	ENGINEERING INSTALLATION AND COMMISSIONING WORKS OF YARD 3023
SOR No:	Engg/ 3023/01, Rev: 01 dated 17.12.2025 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

- (a) BOQ as part of SOTR given in the tender is tentative.
- (b) Quantity may vary according to actual requirement.
- (c) Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.
- (d) The tentative quantity is as detailed below:-

BOQ is as follows:

Line Item	Description	UoM	Quantity
10	SER_LIQ STW,II,SDC,HAT,SAT OBSTY B MAJOR	EA	20
20	SER_LIQ STW,II,SDC,HAT,SAT OBSTY A MINOR	EA	20
30	SERVICE_CALIBR OF GAUGES/SWITCHES ANALOG (SERVICE_CALIBRATION OF GAUGES/SWITCHES ANALOG)	EA	20
40	SERVICE_HATS,SATS OF DA IRSS	LS	2
50	SER_SEAT,LOW,INST,ALIGN,PI,II,PIPING DA	LS	4
60	SERVICE_SATS OF STABILIZER	LS	2
70	SERVICE_SAT OF STEERING GEAR	LS	2
80	SERVICE_SAT OF GEAR BOX(PART OF CST&FMT)	LS	2
90	SERVICE_HATs OF EQUIPMENT (SERVICES_HATs OF BLOW IN DOORS OF MPP)	EA	2
100	SER_STW, SDC, II OF EQUIPMENTS (SERVICE_STW & SDC OF BLOW IN DOORS OF MPP)	EA	2
110	SER_LOWERING & INSTALLATION OF EQUIPMENT (SERVICE_LOWERING & INSTALLATION OF BLOW IN DOORS OF MPP)	EA	2
120	SERVICE_SAT (CST & FMT)	LS	2
130	SERVICE_HATs OF EQUIPMENT (DECK SEALS OF MPP)	EA	2
140	SER_STW, SDC, II OF EQUIPMENTS (DECK SEALS OF MPP)	EA	2
150	SER_LOWERING & INSTALLATION OF EQUIPMENT (DECK SEALS OF MPP)	EA	2
160	SERVICE_SAT OF MES (PART OF CST & FMT)	LS	2
170	SERVICE_HATs OF EQUIPMENT (DE SILENCER)	EA	2

Line Item	Description	UoM	Quantity
180	SER_STW, SDC, II OF EQUIPMENTS (DE SILENCER)	EA	2
190	SER_LOWERING & INSTALLATION OF EQUIPMENT (DE SILENCER)	EA	2
200	SERVICE_SATS GTMSS	LS	2
210	SERVICE_HATs OF EQUIPMENT (SHAFT BREAK & EARTHING DEVICE)	EA	2
220	SER_STW, SDC, II OF EQUIPMENTS (SHAFT BREAK & EARTHING DEVICE)	EA	2
230	SER_LOWERING & INSTALLATION OF EQUIPMENT (SHAFT BREAK & EARTHING DEVICE)	EA	2
240	SERVICES_SATs OF GT (PORT & STBD) (SERVICES_SATs OF GT PORT & STBD)	LS	2
250	SERVICE_PEMT AS PER SOR	MON	8
260	SERVICE_PRESERVATION OF STABILIZER EQPT	LS	4
270	SERV_PRESERVATION OF STEERING GEAR EQPT	LS	2
280	SERVICE_PRESERVATION OF GEAR BOX	LS	2
290	SERVICE_PRESERVATION OF CPP & SHAFTING	LS	2
300	SERVICE_PRESERVATION OF MAIN ENGINES	LS	2
310	SERVICE_PRESERVATION OF GTMSS	LS	2
320	SERVICE_PRESERVATION OF GAS TURBINES	LS	2
330	SERV_SEA & ACTION_HARBOUR_GTTT&IN	MND	100
340	SERVICE_CLEANING OF TANK (SERVICE ADDITIONAL CLEANING GT DE SERVICE TANK)	LS	2
350	SERVICE_CLEANING OF TANK (SERVICE ADDITIONAL CLEANING RG SERVICE STORAGE TANK)	LS	2

L1 offer shall be evaluated on TOTALITY BASIS.

Note:

- (i) Rate to be quoted in INR only
- (ii) UOM: Unit of Measurement
- (iii) LM: Lump Sum
- (iv) EA: Each
- (v) MON: Month
- (vi) MND: Mandays

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



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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE 1C: PAYMENT TERMS

NIT SLA No / निविदा संख्या:	SCC/MB/NIC/LT/ENG INST 3023/2526235/ET-3350
Job Title / कार्य का नाम	ENGINEERING INSTALLATION AND COMMISSIONING WORKS OF YARD 3023
SOR No:	Engg/ 3023/01, Rev: 01 dated 17.12.2025 (Annexure-1A)
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)

1. Payment Terms भुगतान की शर्तें:

- 90%** (Ninety percent) of the value per unit of a line item shall be paid on completion subject to issue of 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.
 - Payment will be made on actual certification basis.
 - Recoverable from contractor, if any, is to be adjusted from respective stage payments as per certification of Bill Certifying Authority.

2. Bill Certifying Authority बिल प्रमाणन प्राधीकर:

PS-P17A or his nominated officer.

3. Bill Submission बिल प्रस्तुति:

- Invoice is to be raised after issue of Work Done / Completion Certificate.
- GST e-invoice are to be submitted to Bill Certifying Authority through OBPS portal with work done / completion certificate duly certified by WDC Authority.
- Payment shall be made through ECS/NEFT against submitted invoice as per payment terms of PO subject to compliance of labour laws and statutory dues where ever applicable.
- Transaction fee of Rs. 500.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate / incomplete documents will be charged.

Note-1:

- All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice.
- All Vendors having turnover below Rs. 5 Crore are also to submit E-Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice).
- Invoice in hard copy is not desirable.
- Gate in entry date will be treated as gate stamped date (as applicable).
- Work Done/Completion certifying authority must be at least at the level of Dy. Manager.



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

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CIN / सी आई एन: L35111WB1934GOI007891

ANNEXURE -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 exemption on individual basis as per above.
- STC 3.4. Non-submission of tender fee or MSE / NSIC certificate (as applicable) 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 and is to be forwarded directly to Tendering Authority (indicated in NIT Terms & Requirement) by the Banker in Bankers' sealed envelope. Submission of Bank Guarantee by any other

means (except directly by Banker in Banker's sealed envelope) will not be accepted. Details of B.G. are to be mentioned and PDF copy to be uploaded in Part-1 (Techno-Commercial) of offer of Tender submission.

- STC 4.3. Vendors registered with GRSE shall be exempted from submission of EMD subject to submission of valid copy of the registration certificate issued by GRSE having tender's service similar to tendering service listed with the list of items / services which they are registered. In lieu, they shall be required to submit Bid Security Declaration as per format provided as Annexure in this NIT.
- STC 4.4. 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. In lieu, they shall be required to submit Bid Security Declaration as per format provided as Annexure in this NIT.
- STC 4.5. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- STC 4.6. 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 4.7. Non-submission of EMD OR a valid GRSE vendor registration certificate / MSE certificate accompanied with Bid Security Declaration may lead to rejection of offer.

STC 4.8. Refund of Earnest Money Deposits

- STC. 4.8.1. 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. 4.8.2. 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. 4.8.3. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

STC 4.9. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती): EMD may be forfeited under the following circumstances:

- STC. 4.9.1. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- STC. 4.9.2. The bidder does not accept the correction of error in bid price as indicated in Clause pertaining to **CORRECTION OF ERRORS** hereinafter.
- STC. 4.9.3. 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 receipt of Contract / LOA or PO/ site clearance as specified in the NIT.
- STC 7.2. In case of delay in submission of SD beyond aforementioned schedule, penal interest @ SLR plus 2% p.a. will be charged for delayed period of submission.
- STC 7.3. If Security Deposit is to be submitted in the form of Bank Guarantee the same should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by vendor's bank in banker's sealed envelope directly to Ordering Authority of GRSE. Submission of Bank Guarantee by any other means (except directly by Banker in Banker's sealed envelope) will not be accepted.
- STC 7.4. BG in PDF is to be uploaded by vendor in OBPS portal.
- STC 7.5. 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 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 reports 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 पीएफ का अनुपालन) / EMPLOYEE COMPENSATION POLICY

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

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

STC 11 POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका 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 is to 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

Sl. No.	Description	Name of PPE	Applicable area of Protection	Standard
(v)	Hand Protection	Hand Gloves	<p>(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.</p> <p>(b) Electrical Rubber Hand Gloves – While executing any electrical maintenance jobs.</p> <p>(c) Acid / Alkali Proof Rubber Hand gloves – During handling of acid, skin irritants chemical & solvent etc.</p>	<p>(a) IS:6994/EN 407 for heat applications (gas cutting / welding) / EN 420 for general requirement / EN 388 for mechanical hazard</p> <p>(b) IS 4770 for electrical work</p> <p>(c) EN 420 for general requirement</p> <p>(d) EN 388 for mechanical hazard</p>
(vi)	Respiratory Protection	Welding Fume Respirator, Paint Fume Respirator or, Dust mask	<p>(a) 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>

Sl. No.	Description	Name of PPE	Applicable area of Protection	Standard
(viii)	Electric Arc Flash Protection	Electric Arc rated flash suit jacket, pant, hood and gloves	To be worn during operation & maintenance of electrical installations inside the HT Switch Gear Rooms.	As per guideline of NFPA-70E
(ix)	Fire-Fighting protection	(a) Three Layer Fire Close Proximity Suit (b)Self-Contained Breathing Apparatus (SCBA) Set	Personnel engaged in Fire Fighting service should wear Fire Close Proximity Suit and use Self-Contained Breathing Apparatus (SCBA) Set during combating fire in a hazardous environment.	Fire Proximity Suit approved by EN-469:2005 + A1: 2006 +AC: 2006D and CE. Jacket & Trouser (EN-469) Hand Gloves (EN-659) Outer Head Protection Helmet (EN-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 व्यावसायिकस्वास्थ्य सुरक्षा)

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

STC 26 ENERGY CONSERVATION (ऊर्जा संरक्षण)

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

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

- STC 27.1. This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.
- STC. 27.1.1. Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.
- STC. 27.1.2. Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.
- STC. 27.1.3. Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.
- 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 / निविदासंख्या:		
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	Details of instrument to be indicated if required as per NIT
		Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT
2.	EARNEST MONEY	Details of instrument to be indicated if required as per NIT
		Indicate SUBMITTED / EXEMPTED / NOT REQUIRED AS PER NIT
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			
<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. CONTRACTOR'S SCOPE OF WORK	
3. GRSE'S SCOPE OF SUPPLY	
4. CONTRACTOR'S SCOPE OF SUPPLY	
5. GENERAL POINTS	
6. WORKMANSHIP	
7. INSPECTION	
8. SECURITY	
9. MISCELLANEOUS	
10. SCHEDULE	
11. WORK DONE CERTIFICATE (WDC) & BILL	
12. MODIFICATION/ REWORK	
13. PLANNING & PROJECT MONITORING	
14. DELIVERY LIABILITY PERIOD (WARRANTY)	
15. PRE- BID MEETINGS	
16. LIST OF MAIN EQUIPMENT AND VENDORS	
17. ANNEXURE A	
18. ANNEXURE B	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

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-11: 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 of2025.

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**

Signature:
Name:
Address:

FOR M/s _____,

Signature:
Name:
Address:

WITNESS 1

Signature:
Name:
Address:

WITNESS 2

Signature:
Name:
Address:

ANNEXURE-12: 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 s hall 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

ANNEXURE-19: 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, 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/ 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.....

ANNEXURE-20: FORMAT FOR PERFORMANCE BANK GUARANTEE

(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 SATISFACTORY PERFORMANCE
GUARANTEE BOND**

THIS DEED OF GUARANTEE made this.....day of..... BETWEEN..... (hereinafter called "THE BANK") which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office and assigns of the ONE Part and GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED, having their Head Office at 61, GARDEN REACH ROAD, KOLKATA –700 024 (hereinafter called "THE BUYERS") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS, Messrs having its registered office at (hereinafter called "THE SELLER") have accepted an Order No.for supply / work of from the Buyer to execute / manufacture and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising% of the value of the order amounting to Rs..... (Rupees.....) only for the satisfactory performance of the work done / material / equipment supplied against the said order at least for a period of from the date of supply i.e. from AND

WHEREAS the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs..... (Rupees) only as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said order.

Provided it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the Seller's business and the liability of the Bank under this presents shall not be impaired in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Sellers and/ or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only.

All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this Indenture shall remain in full force from the date of issue of the Guarantee till and is limited to a sum of Rs.(Rupees) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. (Rupees) only. Our Guarantee shall remain in force upto and unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

S E A L , signature Of the bank

Date:

ANNEXURE-22: FORMAT FOR INDEMNITY BOND FOR COLLECTION OF RAW MATERIAL/ FINISHED GOODS/ EQUIPMENT/ INSTRUMENT

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

**PURCHASE ORDER NO. DT..... OF GARDEN REACH
SHIPBUILDERS & ENGINEERS LTD.**

THIS BOND OF INDEMNITY made this day of by the M/s....., having its office and place of business situated at (registered office address).....and Factory/Works address at....., hereinafter referred to as the 'CONTRACTOR', which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assigns where the context shall so permit, in favour of Garden Reach Shipbuilders & Engineers Ltd, a Govt. Company incorporated under the companies Act, 1956, having its registered office at 61, Garden Reach Road, Kolkata – 700 024, hereinafter referred to as the 'PRINCIPAL' which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assigns where the context shall so permit.

WHEREAS the contractor has entered into a contract with the principal bearing purchase order no. Dt. for hereinafter referred to as the contract.

AND WHEREAS in accordance with the provisions of the said contract, the principal will supply and the contractor will take into its possession and/ or custody necessary Process material, raw material/ finished goods/equipment/equipment/instrument worth of Rs. (Rupeesonly) (hereinafter referred to as the 'GOODS') for the performance of the said contracted job at Contractor's premises having its Works/Factory address where the job to be carried out.

AND WHEREAS the contractor shall be fully responsible for the safe custody of the said goods while the same will be in their possession for performance of the contracted job and for returning the same to the principal on completion of the contracted job in acceptable condition upon the inspection by the concerned inspection authority of the principal as specified in the aforesaid contract.

AND WHEREAS it is one of the provision of the said contract that the contractor shall execute an indemnity bond amounting to Rs. (Rupees only) in favour of the principal duly indemnifying the principal of from and against any or all losses and damages which the principal may suffer for non-return of the said goods in acceptable condition by the contractor for any reason whatsoever or on any ground whatsoever.

AND WHEREAS it is also one of the terms of the said contract that the principal shall obtain a comprehensive policy of insurance in the name of the principal for an amount equivalent to the value of the goods against loss, partial loss, damage, partial damage and/ or deterioration partial deterioration of the goods due to happening of any or all of the contingencies while the goods are in the custody of the contractor, like Risk of Fire, Riot, Strike, Burglary, Theft, Transit loss including Fidelity guarantee of the contractor during storage of the goods at the premises / workshop of the contractor and/ or during the operational process i.e. deviation from the specified design/ drawing and/ or other specification and/ or standard causing rejection of the finished/ converted goods by the inspection authority of the principal. Cost of premium arisen out of insurance coverage will be recovered from the contractor's bill by the principal and the contractor has agreed for the same.

AND WHEREAS the contractor has agreed to execute a bond of indemnity in favour of the principal indemnifying the principal of from and against any loss and damage which the said principal may suffer or be put to suffer for non-return of the said goods in acceptable condition by the contractor for any reason or ground whatsoever.

NOW THESE PRESENTS WITNESSES that in pursuance of the said contract and in consideration of the goods being supplied and delivered to the contractor for the said contracted job and in pursuance of the said contractor taking possession of the said goods in its faithful custody, the contractor hereby covenant and

promise with the principal that they, the contractor, is responsible for the safe custody of the said goods until delivery of the same back to the principal in acceptable condition upon due inspection by the inspection authority of the of the principal, after performance of the contracted job and that the contractor shall and will keep the principal harmless and indemnified of from and against any or all losses, damages, costs, charges and expenses which the said principal may suffer, incur or be put to suffer, incur by reason of non-returning of the said goods by the contractor to the principal after performing the contracted job, for any reason or ground whatsoever and that the quantum of such loss or damage including consequential loss, if any, to be fixed by the principal shall be final, conclusive and binding upon the contractor and the contractor shall pay the said amount merely on a demand in writing from the principal within a fortnight from the date of the said demand.

In witness whereof, the contractor has executed these presents on the day month and year first above written.

Signed, Sealed and delivered

By the

Through it's

(SIGNATURE)

(Designation with official seal/stamp)

In the presence of Signature

Name :

Address :

Note: The Indemnity Bond has to be executed by the Managing Director/ CEO/ Official with 'Power of Attorney' of the PSU/ Limited Company affixing common seal.

If common seal is not applicable in case of other classes of firms, Indemnity Bond should be affixed with valid seal of the firm, legally enforceable and to be executed by the Partner/ Proprietor/ official having requisite "Power of Attorney".

ANNEXURE-23: FORMAT FOR BID SECURITY DECLARATION

(To be submitted in Company's Letterhead)

Date:

Bidder's Ref:

Tender Ref:

To,
Garden Reach Shipbuilders & Engineers Ltd.
61, Garden Reach Road,
Kolkata - 700 024

We the undersigned declare that:

We understand and undertake that, according to tender requirements, being a MSE / Registered vendor of GRSE (copy of certificate attached) our bid for the tender mentioned above is supported by this Declaration towards Security of this Bid / Offer.

We accept that we will automatically be suspended from being eligible for bidding in any Tender of Garden Reach Shipbuilders & Engineers Ltd. for the period of 03 years starting from date of opening of price bid, if we are in breach of any of our obligation(s) under the bid conditions as indicated hereunder:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender: or
- (b) Having been notified of the acceptance of our bid by Garden Reach Shipbuilders & Engineers Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, OR (ii) fail or refuse to furnish the security deposit, in accordance with relevant Article of the tender.

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

Signature of authorized representative

Legal capacity of the person signing the declaration

Complete name of person signing the declaration

Duly authorized to sign the bid for and on behalf of M/s _____.

Date:

[Corporate seal as appropriate]

**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: The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.</i>
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.
