



Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

(A Govt. of India Undertaking, Ministry of Defence)
An ISO 9001-2015 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 2446 134/135/137/139/360/806/851

Fax: + (91) 0651-2446895

Website: www.grse.in

Email: raj.abhishek@grse.co.in

NOTICE INVITING TENDER

E-Tender No.: DEP/AR/OT/SERVICES ROUTINES/ET-1840

Dt:19.03.2022

Pre-Bid Meeting Date and Time: 23-March-2022 at 11:00 Hrs.

Tender Submission start Date and Time: 24-March-2022 at 14:00 Hrs.

Tender Submission End Date and Time: 08-April-2022 at 12:00 Hrs.

Tender Opening Date and Time: 09-April-2022 at 14:00 Hrs.

Dear Sir,

1. Bids in single stage two bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) are invited for **"Rate contract for Assistance in W6 routines of MTU 4000 Series Engine and FATs at DEP Ranchi"** as per the enclosed Schedule of Technical Requirement (SOTR) at Annexure-I.

(i) **Part - I:** Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as cancelled: **APPENDIX – A**

(ii) **Part - II:** Price bid (containing only price): **APPENDIX – B.**

2. Bidder will have to submit bid in two part (Techno-Commercial & Price Bid) in e-procurement mode (<https://eprocuregrse.co.in>) where all data sheets will be available for download. Bidder needs to fill up the required fields and upload the file. Price bid needs to be filled up in given price bid data sheet only (**APPENDIX -B**) online. No other attachment regarding price will be allowed, if so then offer will be treated as cancelled. You should mention your offer ref. no. and date in **APPENDIX – A & B.**

3. Tender/Bid formats are to be downloaded from e-portal tender from GRSE web site. Offers in filled-in formats are to be uploaded using Digital Signature Certificate (DSC) Class - III. Tender opening can be witnessed in team viewer of the Web-portal. For further details/help, E-PROCUREMENT cell of GRSE LTD., Kolkata may be contacted at the following numbers:

Tele : 033-24893902 (Direct)

EPBX : 033-24698100-14 Ext. – 315

4. The job is to be carried out for **"Rate contract for Assistance in W6 routines of MTU 4000 Series Engine and FATs at DEP Ranchi"** as per the Schedule of Technical Requirement (SOTR) enclosed with NIT as Annexure – I.

5. **Micro & Small Enterprise:**

a. Issue of Tender sets free of cost.

b. Payment of Earnest money will be exempted.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point will additionally be exempted from submitting the security deposit.



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- c. Vendors registered with MSE (Micro & Small Enterprises only) are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises dated 23rd March 2012.
- MSEs quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s), shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L-1 landed cost at GRSE. To avail this purchase preference, submission of EM-II/NSIC/UAM certificate is mandatory failing which the benefit will not be accorded.
 - In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
 - In case any of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.
- d. Following confirmation is requested from vendors registered with MSE and documentary evidence must be submitted as deemed appropriate:
- Whether MSE registered? If "YES" then you have to submit scanned copy of valid registration certificate & EMII certificate failing which benefits cannot be extended to the firm.
 - Whether MSE registered firm is owned by Entrepreneur belong to SC/ST category? If "YES" then documentary evidence to be submitted, failing which, benefits as detailed in 3biii cannot be extended to the firm.

6. Last date of submission of Bid / Date of opening of bid, Pre Bid discussion date are indicated in Tender Document. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.

7. Commercial requirement for the NIT:

FEES / DEPOSITS	
Tender Fee	Rs. 500 (exemption as per clause in STAC)
Earnest Money Deposit (EMD) (refer clause 06 of STAC)	Nil (exemption as per clause in STAC)
Security Deposit (SD)	3% of Order Value. (exemption as per clause in STAC)
Billing Frequency	Montly Basis during the execution of Job Delivery Period
Evaluation of L1	L1 bidder will be decided based on totality of the quoted service percentage rates for W6 Routines and FATs at DEP Ranchi for Normal Working Hours, for duration of 01 Apr 2022 to 31 Mar 2025. (Para 10 of Annexure-III). The percentage service rates for each year is converted into the subsequent monetary rates.



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8. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. Price bids of the qualified vendors could be viewed by the bidders from their own portal.

9. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

10. 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.

11. Queries, if any, or other terms can be clarified from the below mentioned personnel prior to submission of offer:

Lt Cdr (IN) Abhishek Raj, (Rtd.), SM(Tech)

G.R.S & E. Ltd., Diesel Engine Plant,

Plant Plaza Road, Dhurwa,

Ranchi – 834 004 (Jharkhand)

Phone no: 0651-2401519, +919264455055, +917995487597

E-mail: raj.abhishek@grse.co.in

12. Environment Management and Occupational Health & Safety: The vendor shall ensure compliance / adherence of Environment Management System (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

13. **IMPORTANT:** A blank copy of Price Bid (**without mentioning prices**) must be submitted with techno-commercial bid to verify the contents of price bid other than the price. Special-Conditions of Contract, as applicable is placed at **Annexure-VI**. Bidder is requested to submit "STAC Acceptance Format" (1 Page, as enclosed in Annexure-VII) in duly filled & signed condition with **Part 'A'** of the Bid.

For Garden Reach Shipbuilders & Engineers Ltd.

Lt Cdr (IN) Abhishek Raj, (Rtd.),
SM(Tech)

Enclosures:

Note: Appendices A, B & C (bid submission formats)

- 1] ANNEXURE – I Statement Of Technical Requirement (SOTR)
- 2] ANNEXURE – II (SOTR - Acceptance Format)
- 3] ANNEXURE – III (Standard Terms & Conditions-STACS)
- 4] ANNEXURE – IV (STACS Acceptance Format)
- 5] ANNEXURE – V(Guidelines of Bank Guarantee & Format of Bank Guarantee towards PBG & EMD)
- 6] ANNEXURE – VI Special Conditions of Contract(SCC)
- 7] ANNEXURE – VII (SCC Acceptance Format) -01 Page
- 8] ANNEXURE – VIII (Fire & safety precautions)
- 9] ANNEXURE – IX (ECS Format)
- 10] APPENDIX – A (Technical Bid Format)



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- 11] APPENDIX – B (Price Bid Format)
12] APPENDIX – C (Bid Security Declaration Form)

XXXXXXXXXXXXXXXXXXXXX

ANNEXURE – I

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

1. **PREAMBLE:** SOTR contained herein relate to “Rate contract for Assistance in W6 routines of MTU 4000 Series Engine and FATs at DEP Ranchi”.

2. **SECURITY OF INFORMATION:** Information contained in this SOTR and any other information supplied subsequently about the design of ship is not to be communicated to any third party without prior approval.

3. **CONTRACTOR’S SCOPE OF WORK: -**

- (a) To assist DEP-Team with required manpower for undertaking routines of MTU 4000 Series Engine and FATS under supervision of DEP reps. Following are the scope of W6 routines of **One engine**.

S no	Description	S no	Maintenance Instructions
(i)	Overhauling / Reconditioning / Replacment / Repair of engine as part of W6 Routines. <u>(for one Engine)</u> at DEP Ranchi. (Stage-1)	(aa)	Reconditioning / replacement of componenets as per assembly instructions under supervision of DEP Ranchi post disassembly of Engines.
		(ab)	Assistance in Overhauling of cylinder Heads & visual inspection of piston crowns.
		(ac)	Assistance in inspection / replacement of Vibration Damper (replacement if necessary).
		(ad)	Assistance in cleaning of Air Ducts , pipes and replacement of seals.
		(ae)	Assistance in cleaning of intercooler, replacement of seals and testing for leaks.
		(af)	Assistance in checking function of sequential control valves.
		(ag)	Assistance in replacement / renewal of fuel injectors.
		(ah)	Assistance in replacement of high pressure fuel sensor.
		(aj)	Assistance in overhauling of Engine coolant pump.
		(ak)	Assistance in overhauling of raw



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			water pump.
		(al)	Assistance in cleaning engine coolant cooler and pressure testing for leaks.
		(am)	Assistance in cleaning Engine coolant thermostat and replacement of thermal actuator.
		(an)	Assistance in cleaning Engine Oil Heat Exchanger, Replacement of seal and checks for Leaks.
		(ap)	Assistance in Overhauling of Engine Starter.
		(aq)	Assistance in replacement of rubber elements of engine mounts.
		(ar)	Assistance in checking and replacement (if necessary) of oil filter bearing.
		(as)	Assistance in replacement of all elastomer components and seals.
		(at)	Assistance in replacement of cylinder liners.
		(au)	Assistance in replacement of piston rings.
		(av)	Assistance in replacement of connecting rod bearings.
		(aw)	Assistance in replacement of crankshaft bearings.
		(ax)	Assistance in replacement of camshaft bearings & camshaft thrust bearings.
		(ay)	Assistance in replacement of auxiliary power take off side antifricition bearings.
		(az)	Assistance in checking & replacement (if necessary) of high pressure fuel pump.
		(ba)	Assistance in checking & replacement (if necessary) of fuel delivery pump.
		(bb)	Assistance in replacement of actuating cylinders of air flow control flaps.
		(bc)	Assistance in replacement of actuating cylinders for exhaust flaps.
		(bd)	Assistance in replacement of Exhaust flap bearings
		(be)	Assistance in replacement of pressure relief valve in high pressure



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			fuel system
		(bf)	Assistance in fitment of all new seals / sealing materials for all disassembled components.
		(bg)	Assistance in overhauling of Bilge pump.
		(bh)	Assistance in replacement of all hose lines.
		(bj)	Assistance in replacement of all rubber sleeves.
		(bk)	Assistance in checking gear train for cracks & replacement of bushings, checking axles and replacement (if necessary).
		(bl)	Assistance in fitment of new engine oil pump.
		(bm)	Assistance in overhauling of Geislinger coupling
		(bn)	Assistance in replacement of swing followers and swing followers shaft.
		(bp)	Assistance in checking of oil priming pump, overhauling of electric motor and replacement of coupling.
		(bq)	Assistance in replacement of wiring harness.
		(br)	Assistance in replacement of diaphragm coupling.
		(bs)	Assistance in overhauling of battery charging generator.
		(bt)	Assistance in overhauling of turbocharger by replacement of compressor wheels.
		(bu)	Assistance in replacement of lub oil filters, air filters and fuel filters elements.
		(bv)	Assistance in replenishment of oil & coolant post completion of W6 routines prior to startup of engines for functionality checks & Factory Acceptance Trials.
(ii)	Factory Acceptance Trials and preservation of Engine at DEP- Ranchi (Stage-2)	(aa)	Assistance in FATs trials & defect rectification at DEP-Ranchi.
		(ab)	Assistance in Preservation of Engine prior to dispatch.
		(ac)	Assistance in removal of engine from



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			test bed prior to dispatch.
		(ad)	Assistance in painting of Engine prior to Dispatch.

(b) Contractor must depute his team within 01 week (07 days) on intimation by DEP, Ranchi post issue of Work Order / LOA (telephonic/email/FAX) .

(a) **Record Keeping:** Contractor shall help to keep a record of day to day basis for undertaking the job as per scope of work.

4. **QUALIFICATION & EXPERIENCE OF MANPOWER:**

(a) FITTER (HSK)/ Engine Mechanic must be ITI qualified/should have 03 years experience in Overhauling / Assembly / testing of diesel engines, preferably MTU engines.

(b) ELECTRICIAN must be ITI qualified/should have 02 years experience in Overhauling / Assembly of diesel engines, preferably MTU engines.

(c) The work should be executed by a dedicated Project Coordinator/ Engineer / Site supervisor for dedicated responsibility of safety, co-ordination and liaison with multiple agencies for smooth and safe progress of said work.

5. **REQUIREMENT OF MANPOWER:** Following are the details for requirement of minimum manpower for executing the work on one Engine.

S no	Description	No of Manpower requirement (Minimum)
(i)	Highly Skilled - Mechanical	01
(ii)	Skilled- Mechanical	04
(iii)	Semi Skilled- Mechanical	04
(iv)	Highly Skilled - Electrical	01
(v)	Skilled- Electrical	01

Note: The Requirement of manpower as detailed above is envisaged minimum requirement & the same may increase. The contractor should be willing to depute additional manpower in short duration of maximum two days.

6. **QUALIFICATION CRITERIA OF THE BIDDER:** The following documents are to be attached with the techno-commercial bid:

- (a) Certificate of incorporation / registration
- (b) Valid trade license
- (c) PAN card
- (d) GST registration certificate



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- (e) MSME/Start up certificate, wherever applicable
- (f) Latest income tax certificate, wherever applicable
- (g) Experience certificate for similar work of Overhauling / Assembly / Repair / Reconditioning of MTU diesel engines or submission of MTU certified personnel (minimum two). Work undertaken as part of refit package & thereof sub contracted to third party may not be considered as experience.

7. **It is mandatory to submit the documents mentioned at Annexure-I, para 5 above along with techno-commercial offer and the offer is liable for non-consideration for further process if the documents are not submitted / not meeting the enlisted criteria.** However permanent registered vendors are not required to submit the pre-qualifying documents except para 5(g) above, it is mandatory for permanent vendor also to submit their experience certificate.

8. **Work start and completion: -**

- (a) Work will start within 01 week (07 days), post issue of Part Work Order / LOA (telephonic/email/FAX) or by first week of Apr 2022 or on intimation by DEP-Ranchi (telephonic/email/FAX). The vendor has to mobilise the team within one week from the date of official correspondence.
- (b) Validity of work period for main contract will be from 01 Apr 2022 to 31 Mar 2025 after issuing of PO/LOA. However part work Orders / Repeat Orders will be issued during the validity period with individual delivery period enlisted as per para 22 of Annexure-III.

NOTE: Proper Safety arrangements to be taken for the men and materials

9. **CONTRACTOR'S RESPONSIBILITY:**

- (a) Engaging competent manpower with age not more than 65 years and must have an experience in Overhauling / Assembly / Repair / Reconditioning of diesel engines. Confirmation on age for deputed personnel is to be agreed by vendor during TNC-CNC and non compliance of the same is liable for vendor for disqualification / invoke of risk purchase as the case may be.
- (b) In case of any loss/damage caused to GRSE's property/materials due to negligence, mishandling, the contractor shall be fully responsible and will be asked to make up for such losses/damages failing which it will be adjusted from their bill.
- (c) GST Tax: Vendor shall pay the GST to the Authorities and claim reimbursement of the same along with their service bills.
- (d) Compliance of Safety rules & other statutory rules regulations: Contractor shall ensure and follow all safety rules & precautions as mentioned below:



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(i) Use of proper clothing (Helmets, Gloves etc.), Safety gears/kits must be arranged by the contractor at his own cost for safety of the personnel employed for industrial work.

(e) All statutory obligations as per Rules & Regulations including PF & ESI, Contract Labour License, workmen compensation etc. must be complied fully by the contractor.

(f) Contractor will be held responsible for lapses to any of the rules. GRSE shall not be responsible for payment of compensation for lapses on the part of the contractor.

(g) The contractor must ensure that each of the personnel engaged by him at GRSE's DEP, Ranchi unit is covered under workmen compensation policy under Workmen Compensation Act. Necessary documents with respect to this must be produced prior to commencement of the job.

(h) Contractor must not engage child labour and observe statutory Rules & Regulations in this regard.

(j) The contractor can hire qualified personnel on contract basis with express permission of Contract Operating Authority(COA), to attend to immediate emergent needs as per the situation at site.

10. **OTHER CONDITIONS:** Contractor must be conversant with factory safety rules. Safety cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.

11. **INSURANCE:**

(a) The contractor shall cover his workmen and materials (tools etc.) through appropriate insurance policy.

(b) The contractor shall indemnify GRSE in full from accidents/thefts/ other mishaps. An Indemnity bond shall be submitted prior to taking up the job.

Note:-Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage / theft occurs to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.

12. **OPERATION TIME:** The work is undertaken on single shift – General shift (0900 hrs to 1700 hrs) as normal working hours. Beyond the normal working hrs the work is undertaken as an overtime working hours. The contractor should be ready to deploy his personnel in night shifts or as full night as per situation with consent of DEP, Ranchi (COA).



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The work on Sundays / Holidays will only be permitted post approval by COA in advance i.a.w. the labour laws / HR norms.

13. **BID QUALIFICATION CRITERIA:**

S No	Description
(a)	Average Annual Turn over for last three years to be greater than or equal to Rs 30 Lakh, ending 31 March 2021.
(b)	Only the Engineering firm having past experience in 5 years of similar projects of Overhauling / Assembly / Repair / Reconditioning of MTU diesel engines or submission of MTU certified personnel (minimum two). Non submission of documents are liable for non consideration of the bid submitted by vendor without intimation, for further process. Work undertaken as part of refit package & thereof sub contracted to third party may not be considered as experience).
(c)	Bidders are required to upload documentary proof of PAN, GST registration no. and ITR / Annual report containing balance sheet & statement of profit and loss.

14. **SPECIAL NOTE:**

(a) The contractors are to adhere to DEP requirements of quality assurance for satisfactory results. If the services of contractor are found to be unsatisfactory such as quality of work not approved by inspecting authority by reps of DEP, Ranchi or time schedule exceeding more than 50% of agreed time frame, then GRSE will have the right to terminate the contract anytime as per STAC of GRSE.

(b) The pre-bid meeting is tentatively scheduled on 11 Mar 2022 at DEP Ranchi or through Video Conferencing. Prior intimation will be given by DEP, Ranchi through mail. Bidders are to clarify all their doubts, if any during the pre-bid meeting discussions.

(c) GRSE reserves the right to accept / reject any bid in full or in part, at any stage, without assigning any reason thereof.

(d) DEP, Ranchi (GRSE) has right to place the order to L2 firm on circumstances of L1 bidder non compliance to terms and conditions / urgency to meet Delivery period / increase in envisaged quantity of Diesel engines for W6 routines & FATs / unsatisfactory performance of L1 wendor, subject to L2 bidder matching price & terms of acceptance at L1 accepted terms & cost for all the groups in totality.

(e) Extension of Tender Opening date will not be considered.

For Garden Reach Shipbuilders & Engineers Ltd.

Lt Cdr (IN) Abhishek Raj, (Rtd.),
SM(Tech)



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ANNEXURE – II

SOTR ACCEPTANCE FORMAT

CLAUSE NO.	BIDDER'S REMARKS
1	
2	
3	
4	
5	
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13	
14	

COMPANY SEAL

SIGNATURE :

NAME :

DESIGNATION :

COMPANY NAME, ADDRESS & FAX/PH. NO.:



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ANNEXURE – III

STANDARD TERMS & CONDITIONS (STACS)

1. **NEW/UNREGISTERED VENDORS:** The bidder/contractor is to confirm whether they are registered with GRSE as approved vendors and Indicate Supplier's Code (5 digits) and product Code group as applicable. In case they are not registered, they are to submit the following qualification criteria in Part 'A' of the offer otherwise their offer will not qualify for further processing:-

T

- (a) PQ Criteria: Documents in support of Execution of at least 2 to 3 Govt. / Semi Govt. orders of similar items in the last three years to be submitted by the new / unregistered vendors with the tender document. GRSE reserves the right not to consider the offer without fulfilling the PQ criteria.
- (b) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Xerox copies Registration of GST/Service Tax registration, ESI registration number.
- (c) Name, address, telephone & Fax no. of the bankers and the contact person of the firm.
- (d) OEM or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed with part A of the offer to qualify participation by an authorized dealer / distributor.

2. **e-Bid instruction:**

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://eprocuregrse.co.in>.
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the rate for such item(s) as **Zero** and the price bid will be liable for cancellation.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.



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3. **OFFER VALIDITY:** Your Offer should be **valid for 120 days** from the date of opening of Tender.
4. **CORRECTION OF ERRORS:** Bids determined to be expensive will be checked by the DEP, GRSE for any arithmetical error. Errors will be corrected by DEP, GRSE as follows:
- (a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
5. **FOLLOWING FACILITIES / BENEFITS WILL BE GIVEN TO MSEs:**
- (a) Issue of Tender sets free of cost.
- (b) Payment of Earnest money will be exempted.
- Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point will additionally be exempted from submitting the security deposit.
- (c) Vendors registered with MSE (Micro & Small Enterprises) are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises dated 23rd March 2012.
- (i) MSEs quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s), shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L-1 landed cost at GRSE. To avail this purchase preference, submission of EM-II/NSIC/UAM certificate is mandatory failing which the benefit will not be accorded.
- (ii) In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
- (iii) In case any of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.
- (iv) Following confirmation is requested from vendors registered with MSE and documentary evidence must be submitted as deemed appropriate:
- (v) Whether MSE registered? If "YES" then you have to submit scanned copy of valid registration certificate & EMII certificate failing which benefits cannot be extended to the firm.
- (d) Whether MSE registered firm is owned by Entrepreneur belong to SC/ST category? If "YES" then documentary evidence to be submitted, failing which, benefits as detailed in 3biii cannot be extended to the firm.



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An ISO 9001-2015 Plant

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Phone: 2446 134/135/137/139/360/806/851

Fax: + (91) 0651-2446895

Website: www.grse.in

Email: raj.abhishek@grse.co.in

6. EMD CLAUSE: EARNEST MONEY DEPOSIT (INTEREST FREE):

- a Bidders are not required to submit any amount as EMD against the tender. However, in lieu to that a bid security declaration has to be submitted as per format enclosed as **Appendix-C** with the tender (Directive of Ministry of Finance). In case of withdrawal of the bid /fail or refuse to execute the contract/fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.
- b MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting bid security declaration.
- c Non submission of bid security declaration or a valid MSE certificate may lead to offer rejection.

7. TENDER FEE:

- a parties downloading tender documents from website need to submit a demand draft/pay order for Rs. **500/- (Five Hundred Only)** (Non-refundable) in favour of "Garden Reach Shipbuilders & Engineers Ltd." payable at Ranchi from Nationalized/Scheduled Bank other than co-operative bank towards of tender documents.
- b Vendor to send original demand draft/pay order towards cost of tender documents to DEP, Ranchi, P&S department. Addresses to DGM (P&S) before due date of submission.

8. UNREASONABLE QUOTES / ABNORMALLY LOW QUOTE:

- a) In case bid price quoted by the any Bidder is found "**ZERO or NEGATIVE or ABNORMALLY LOW**" then the quote will be considered as unreasonably low and then such bid will be considered as cancelled and EMD will be forfeited and bidders may be evaluated for tender holiday by GRSE. In such cases, after cancellation of unreasonably low bids, next higher eligible quote will be considered as L1.
- b) In case bid price quoted by L-1 Bidder is "**POSITIVE**" but found to be low and/or the bidder express desires to withdraw bid from the tender then such bid will be cancelled and EMD will be forfeited and bidders may be evaluated for tender holiday by the Company. However in case the L1 Bidder agrees to take-up the job with such positive low quote, i.e. lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then GRSE may consider such request of the Bidder as a special case subject to the Bidder agreeing to give additional Security Deposit of 20% of the PO value. There shall be no exemption applicable against this additional security deposit.
- c) In case of the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line with provision of bid security declaration. 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 the next quote will be considered as L1.



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9. CONDITIONAL OFFER: Conditional offers w.r.t. SOTR 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 for such deviation on the price quoted by the bidder will be considered (during TNC/CNC proceedings) prior to determine the L1 price.

10. DETERMINATION OF L1: L1 bidder will be decided based on totality of the quoted service percentage rates for W6 Routines and FATs at DEP Ranchi for Normal Working Hours, for duration of 01 Apr 2022 to 31 Mar 2025. (Para 10 of Annexure-III). The percentage service rates for each year is converted into the subsequent monetary rates.

11. TWO BID SYSTEM: Offers must be submitted in **2 part bid system** as follows:-

(a) **The Part I: Techno-Commercial Bid** should only contain the Technical & commercial offer (**Appendix - A**). No price should be mentioned in this part of the bid else your tender would be rejected outright. Technical Catalogues/information/deviation list, past supply reference and one or two past P.O. copies of similar/same equipment from Govt. /Semi Govt. /Large Private Houses, performance certificate of customers, vendor's own facilities for design & manufacturing & services etc. are to be enclosed in the Technical Bid. All the applicable taxes / duties, freight, insurance, packing / forwarding charges, payment terms, way bill requirement, acceptance of LD Clause, R.P. Clause & other terms & conditions of GRSE Tender etc. are to be given in the commercial part bid. Your latest ST/IT clearance certificates should also be attached in this part of the bid.

(b) **The Part II: Price Bid** need to be filled up in given price bid data sheet only (**Appendix -B**) and should be uploaded in separately. This part will be opened only after acceptance of your Techno-Commercial bids. Price variation clause will not be accepted. All requisite columns are to be filled and if any columns which are left blank / zero & changes made to price bid format will be liable for disqualification.

12. INSTRUCTION TO THE BIDDERS:

(a) 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 of 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.

(b) 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.

(c) 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



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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.

(d) 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.

(e) 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 days from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute an irrevocable waiver of any such objection.

13. BID REJECTION CRITERIA: Following bid rejection criteria may render the bids liable for rejection:

- (a) 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.
- (b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of DEP GRSE Ranchi.
- (c) Bid with technical requirements and/or terms not acceptable to DEP GRSE / Customers / External agency nominated, as applicable.
- (d) Bid received without qualification documents, where required as per the tender.
- (e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- (f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- (g) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- (j) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- (k) Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.

14. PAYMENT:

(a) 100% Payment with full service tax will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by DGM(P&S)/SM(Tech) & supported with satisfactory work done certificate duly certified by SM(Tech)/Mgr.(P&S)/DM(P&S)/AM(P&S). No advance payment is possible.



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(b) Full Payment i.e. 100% with full service tax will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by shall be made through ECS within 30 days from the date of submission of bill duly certified by DGM(P&S) / SM(Tech) supported with Work Completion Certificate and PBG in GRSE format for 3 % value of contract. PBG is to remain till expiry of guarantee period . In absence of PBG, amount of 10% of the Invoice value on monthly basis, will be retained and the same will be released after expiry of satisfactory guarantee period against due certification of user department only.

(c) Work Done / Completion Certificate of respective stages for Services shall be issued by Mgr.(P&S)/ DM(P&S)/ SM(Tech) at DEP, Ranchi and certified by DGM(P&S) / SM(Tech).

15. PRICE:

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

b) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

c) GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid.

d) The price bid quoted by bidder shall be as per format given at APPENDIX-B Detailed Price bid in INR. The Summary sheet will automatically reflect the values.

16. TAXES & DUTIES: Please indicate if and as applicable. GST registration no. is to be indicated along with SAC code in the registration certificate for this type of job as per GST rule.

17. PRE-BID MEETING: Pre Bid meeting is scheduled tentatively in 23 Mar 2022. The meeting may be held via video Conferencing or Conference call as the case may be. Vendors to confirm their acceptance & particular details for participation in pre-bid meeting (at DEP, Ranchi / Video Conferencing/ Conference Call) before 21 Mar 2021.

18. TENURE OF CONTRACT:

The Contract will be for a period of 01 Apr 2022 to 31 Mar 2025 from the date of issue of Main Purchase Order / LOA. However, it may be extended as per requirement of GRSE for a maximum period of one year i.e. (01 Apr 2025 to 31 Mar 2026) on same terms and conditions of the tender.



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19. PRICING: The price is to be quoted as per format attached as Annexure-B (Detailed Price Bid). The L1 firm will be given part Order with reference to the rate contract as per requirement.

20. APPLICABILITY OF MINIMUM WAGES RATES: The applicability of minimum wages rates are valid as per State Govt promulgated notifications. Escalation in minimum wages rates is applicable as per State Govt. Notifications.

21. ISSUE OF PART PURCHASE ORDER WITH REFERENCE TO MAIN WORK ORDER: The Purchase Order to L1 firm will be issued as part Work Order with reference to main contract Purchase Order (Rate Contract) for the tenure of Contract. The delivery period / duration of work completion of part work Order as per groups are as below

S No	Description	Delivery Period for W6 Routines and FATS together
(a)	One Engine	07 weeks from date of receipt of engines at DEP Ranchi.

22. COMMENCEMENT OF WORK: A commencement letter will be issued from the indenting department for commencement of work and contractor must report for deputing his team within 07 days of issue of commencement letter.

23. GUARANTEE / WARRANTY: The guarantee & Warrantee on workmanship is for six months from the date of Work Done / Work Completion certificate.

24. LIQUIDATED DAMAGES: LD @ 0.5 % (half percent) per week or part thereof up to a maximum of 5% of executed value will be applicable in case of delay/failure/ absence of minimum required personnel (as per Annexure-I, para 5) from duty in discharging contractual obligations. Time is of great essence to this contract, GRSE reserves the right to invoke Risk Purchase Clause to this NIT.

25. SUBMISSION OF BILLS BY THE FIRM: The vendor shall submit bills on monthly basis during the period of executing scope of work including Stage 1 & 2 (i.e for 01 Engine it is 07 Weeks)

(a) A transaction fee of Rs. 500/- will be charged on first return of incomplete document.

(b) And said fees will be twice the amount on second return of incomplete document.

26. RISK PURCHASE:

(a) GRSE reserves the right to impose Risk Purchase clause i.e in case of failure in despatch within the stipulated time and unsatisfactory performance of the contractor. GRSE reserves the right to short close/cancel the order and take alternative action by engaging other agency at contractors risk & cost.

(b) GRSE reserves the right to impose Risk Purchase clause i.e in case of delay in excess of 04 weeks in completion of installation of MCT prior to trials.

(c) GRSE reserves the right to short close/cancel the order and take alternative action..



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- (d) Risk Purchase shall be made within three months from date of cancellation of tender
(e) In case of re-tendering due to risk purchase, the defaulting vendors are not to be included.

27. FORCE MAJEURE CLAUSE: Applicable as per CVC guide line (as vetted by Ministry of Law).

28. TERMINATION OF CONTRACT: In the event of non-performance 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.

29. INDIVIDUALITY OF THE CONTRACT: This contract should be treated as an individual contract and should not be related with other orders with GRSE in any respect or the payment.

30. GENERAL REQUIREMENTS:

- a) Security checking at the gate entry & exit: Personnel deployed must comply with Central Government gate entry formalities like physical search and verification of the Identity cards.
- b) If any of the personnel engaged by the contractor gets involved in police cases or found guilty of any misconduct, he will be debarred from entry into the premises.
- c) Contractor will have to furnish Certificate for good moral character for each of the personnel deployed by him.
- d) Contractor's personnel must not engage in any demonstration/gate meeting within GRSE's premises.

31. SECURITY/SECRECY OF INFORMATION: All documents and drawings related to the project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings / documents should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the competent authority of ICGS Headquarters or Integrated Headquarters, MOD (NAVY) as the case may be. 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. A non-disclosure agreement duly signed as an undertaking by vendor to be submitted along with the bid.

32. DAMAGE OF MATERIALS/EQUIPMENT: The contractor will ensure that no damage is caused to the materials, equipment or any other property of DEP/GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of damage if any, will be suitably recovered from vendor's bills.



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33. 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.

34. GSRE 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 DEP, Ranchi GRSE Ltd.

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

36. ARBITRATION:

(a) 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 referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

(b) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.

(c) 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.

(d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd. the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.

(e) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.



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(f) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. 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.

(g) The language of the proceeding shall be in English.

37. GRSE's important Commercial Conditions including firm price, L.D. Clause, Risk Purchase Clause, Arbitration Clause, SDBG, PBG, ECS payment etc. needs to be accepted by you. **DEP** reserves the right to accept or reject any bid, full or part, without assigning any reason whatsoever

Note:- For any discrepancy between main NIT (Notice Inviting Tender) and STACs, NIT statement may be considered as final. However, the same to be clarified during Pre-bid or TNC by the bidder. Clarification required, if any, regarding Tender Document, should be resolved by contacting competent authority of GRSE prior to submission of bid.

For Garden Reach Shipbuilders & Engineers Ltd.

Lt Cdr (IN) Abhishek Raj, (Rtd.),
SM(Tech)



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ANNEXURE – IV

STACS ACCEPTANCE FORMAT

CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS
1		22	
2		23	
3		24	
4		25	
5		26	
6		27	
7		28	
8		29	
9		30	
10		31	
11		32	
12		33	
13		34	
14		35	
15		36	
16		37	
17			
18			
19			
20			
21			

COMPANY SEAL

SIGNATURE :

NAME :

DESIGNATION :

COMPANY NAME, ADDRESS & FAX/PH. NO.:



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ANNEXURE –V

GUIDELINES OF BANK GUARANTEE

1. Non- Judicial Stamp Paper – N. J. S. Paper of Rs. 50/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 50/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order / Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier / Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalised Banks and should be sent in Banker's sealed envelope directly to General Manager (Finance), Corporate Finance. M/s. Garden Reach Shipbuilders & Engineers Limited .43/ 46, Garden Reach Road. Kolkata – 700 024 super scribing the word "BANK GUARANTEE".
4. No. confirmation of BG is required to be obtained from issuing Bank if the BG executed by Scheduled / Nationalised Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-scheduled Banks / Cooperative Bank/ Regional Private Bank etc. and for those Guarantee which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be in accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors / deletions / inclusions / riders etc., requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.



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PERFORMANCE BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made thisday 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 43/46, 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 of
..... from the Buyer to 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 equipment's 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



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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 on the part of 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 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 up to 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

Of the Bank

Date:



**Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT**

(A Govt. of India Undertaking, Ministry of Defence)
An ISO 9001-2015 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 2446 134/135/137/139/360/806/851

Fax: + (91) 0651-2446895

Website: www.grse.in

Email: raj.abhishek@grse.co.in

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

GUARANTEE BOND

(To be used by all scheduled Banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, Diesel Engine Plant, Plant Plaza Road , Dhurwa, Ranchi - 834 004 (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 Security Deposit for the due fulfilment 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.

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



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ANNEXURE-VI

SPECIAL CONDITIONS OF CONTRACT

(Relating to Labour Laws)

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/its own risk and responsibility.
2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act, 1970 or any other applicable/ appropriate enactment.
3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-
 - a) Contractor Labour (R & A) Act, 1970 and Central & State Rules as applicable.
 - b) Minimum Wages Act, 1948.
 - c) ESI Act, 1948
 - d) EPF & MP Act, 1952.
 - e) The Building & other Construction Works (RE &CS) Act, 1996 & Rules
4. Contract Labour (R & A) Act, 1970 & rules framed thereunder. The Contractor is to comply with all the provisions of the Act including the following important requirements under the Act.
 - a) To obtain a labour License issued by the Competent Authority (i.e. Licensing Officer) where the execution of works are to be carried out. The contractor, on whom the contract is awarded by the Principal Employer/GRSE is require to obtain License for all the Contractor Labours working under it/him , including the Contractor Labour of his/it's sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer/GRSE premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office/Authority for obtaining /renewal of the Labour License etc. in respect of contractual work executed by him /it for the principal Employer/GRSE.



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-
- b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/GRSE at regular intervals and also as and when required.
- c) The Contractor shall be responsible for payment of wages to each workman employed by it/him in accordance with law and the disbursement of wages shall be made through RTGS/NEFT to bank account and same copy should produce to the authorized representative of the Principal Employer/GRSE. No wage period shall exceed one month and wages of every workman shall be paid within three days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7th day from the end of wage period.
- d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF & MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.
- e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract labour (R & A) Act and the Rules framed there under. A Notice board shall have to exclusively earmark for above purpose.
- f) A copy of the notice as per Rule 81 (2) of the Act shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.
- g) As per Rule 81 (30) of the Act, information of commencement/completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.
5. Photocopies of Registration Certificates of Code Nos. along with current documents/ Challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.

6. COMPLIANCE OF EPF & MP ACT



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- a) The Contractor shall have own P. F Code no. against his Firm / Contacted Firm – on Approval of COA and submit the same to GRSE while entering into/finalizing tender.
- b) P.F shall have to be deposited against own code of the Contractor and P.F Challan along with Annexure for P.F deposition against Contract Labour, name-wise, shall have to submitted to the Principal Employer by the 20th of every month. Besides, all other statutory returns pertaining to P.F are to be submitted by the Contractor in time.
- c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of its Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit Challans in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/GRSE.

7. COMPLIANCE OF ESI ACT:

The Contractor shall have own ESI Code No as against his Firm / Contacted Firm – on Approval of COA and submit the same to GRSE while entering into contract/finalizing tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI Act/Scheme and pay the monthly contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/GRSE.

The Contractor expressly undertakes that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons, the Principal Employer/GRSE will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.

8. CONTRACTORS HAVING ESI CODE:

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /GRSE for proper control. In addition, they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer / GRSE. Such documents will be monthly Challans for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.



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9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B' is available separate sheet. The Contractor engaged in Engineering/Material Handling/Shipbuilding works is required to obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.



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ANNEXURE – VII

(SPECIAL CONDITIONS OF CONTRACT)
(ACCEPTANCE FORMAT)

CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS
1		5	
2		6(a)	
3		6(b)	
4(a)		6(c)	
4(b)		7	
4(c)		8	
4(d)		9	
4(e)			
4(f)			
4(g)			

COMPANY SEAL

SIGNATURE :

NAME :

DESIGNATION :

COMPANY NAME, ADDRESS & FAX/PH. NO.:



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ANNEXURE-VIII

FIRE & SAFETY PRECAUTIONS

1. GENERAL:

The contractor will ensure fulfillment of conditions laid down by Safety Department of GRSE. The contractor will be governed by all the statutory requirements. The contractor will provide proper Personal Protective Equipment (PPEs) and tools & tackles to their workmen. GRSE reserves the right to impose penalty for any of the following reasons:

- (a) Unsafe practices being adopted by the party.
- (b) Serious accidents due to the fault of the party.
- (c) Non-compliance to safety norms and contract terms.

2. SAFETY RULES:

- (i) The Contractor shall abide by the safety regulations of the GRSE. He shall take all safety precautions and provide adequate **supervision & control** for his workmen in order to carry out the job safely. The Contractor shall report to the concerned Officer of executing Department as well as the Chief Safety Officer of Safety Department immediately on award of contract along with contract documents & job instructions from the contract awarding Department and shall obtain brief for the job and the safety rules & procedures to be followed. The Contractor shall obtain clearance from Safety Department before starting the job. The contractor shall engage workers or do the contract job only when he is satisfied that the unsafe conditions, if any, of gas / electricity / moving machinery etc. are removed from the area of work. The Contractor shall supply required PPEs like safety shoes, helmets, hand gloves, safety goggles etc. and as promulgated by the Safety Department from time to time depending upon working condition.
- (ii) The use of proper tools and tackles / kits by contractor's men is mandatory and the necessary safety precautions, proper tools and equipments including personal protective equipment for contractors' men are to be arranged by the contractors for safety of the personnel employed by them. **Site In-charge of the firm shall be accountable to the respective Officer of the executing Department in all matters related to safety of their personnel at work including all activities carried out by them.**
- (iii) The Contractor shall take all reasonable precautions to prevent fire of any nature in the vicinity of his operations and shall be held accountable for all damages from fire resulting due to adopting unsafe practices by any one on behalf of the contractor's firm.
- (iv) The Contractor **shall follow** the standard safety precautions as enumerated below:

a) Personal Protective Equipments (PPEs):



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The contractor shall provide & ensure use of ISI marked Industrial Safety Shoes, Safety Helmets including other necessary Personal Protective Equipments (PPEs) and Boiler Suits while at work.

b) Hot Work Safety (Gas Cutting, Welding etc.):

- (i) Prior to commencement of hot work, surrounding areas (including other side of the bulkhead & deck) shall be inspected for the presence of any inflammable materials and no Hot Work shall be carried out without obtaining *Hot Work Permit* from GRSE.
- (ii) Adequate ventilation must be arranged while working in confined spaces throughout the period of carrying hot work.
- (iii) Damaged gas hoses & welding cables should not be used for gas cutting & welding job. Gas cutting hoses & copper welding cables must be ISI marked of reputed make. **Use of Aluminum Welding Cable is prohibited during construction activities from fire safety point of view.**
- (iv) The gas cutting hose should be separated from welding cables & electrical cables.
- (v) The welding holders, if energized, should not be left unattended.
- (vi) All gas cutting torches shall be ISI marked of reputed make and must be fitted with standardized FLASH BACK ARRESTOR.
- (vii) Full insulated welding holders (ISI marked) shall be used in construction jobs.
- (viii) During recess period (Lunch time and at the end of day's work) or when work is suspended for more than half an hour, the gas hoses shall be disconnected from the cylinder valves.
- (ix) All gas equipment shall be subjected to "Water Dip" test daily, before taking those on board. A record of the testing to be maintained by the person carrying out such test.
- (x) Electric power shall be cut off from welding transformer end during recess period, at the end of day's work and whenever the work is stopped for at least half an hour.

c) House Keeping:

- (i) All inflammable wastes like cotton waste, plastic, broken wooden planks / parts, jutes, cloths, papers/electrodes packets etc. should be removed by the contractors from the place of work every day.
- (ii) Gas cutting hose & welding cables shall not be used / laid in work area in a haphazard manner and to be hanged properly on suitable hook / support towards avoiding fire & electrocution hazard.

d) Electrical Safety:



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- (i) Portable Safety Hand Lamp (maximum of 110 Volts) should be used on board vessel.
- (ii) All electrical connections should be of permanent type as far as possible.
- (iii) Industrial type Plug & Sockets shall be used for electrical connections.
- (iv) Use of any electrical extension board without having top part of the KITKAT FUSE and plug & socket connection is **prohibited**.
- (v) The 440 / 220 V supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance. 440 Volt should be covered by M.S. Angle.

e) Safety during Painting:

- (i) Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.
- (ii) A board indicating "Painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.
- (iii) While painting, a safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall only be used.
- (iv) While painting in confined space / closed compartments, one person must be posted near the entry point for constant coordination with the person working inside the confined space.

f) Safety during Grinding:

- (i) All grinding machines shall be provided with standardized & non-expired grinding wheels of reputed make and shall be fitted with protective metal guards during grinding job.
- (ii) Use of **oversize** grinding wheel and **chiseling / hammering** of oversize grinding wheel is prohibited.
- (iii) All grinding wheels shall be of reputed brand & make and shall be stored / handled carefully prior to taking into use.
- (iv) Damaged grinding wheel shall be replaced forthwith for avoiding likely hood bursting of the wheel.

g) Safety while working at height:

- (i) Damaged / defective wooden planks shall not be used for staging purposes.
- (ii) Wooden planks are to be secured at both ends for preventing over turning of the planks.
- (iii) Use of oil drums for staging purpose is strictly prohibited. The Steel Stools / staging materials are to be used for staging purpose and to be used in safe manner.
- (v) While working on ship's mast or fragile roof or from where a person is likely to fall and injured, **Full Body Harness with double lanyard** shall be used with proper anchorage.



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h) Safety during erection of scaffolding structure:

- (i) The scaffold platform shall be provided with suitable railing, toe guard & waist guard on each open side and shall be secured at both ends for preventing over turning of the planks.
- (ii) All personnel, engaged for erection of scaffolding structure, must wear safety belt.

3. CONTRACTOR'S LIABILITY FOR NON-COMPLIANCE OF SAFETY RULES & REGULATIONS:

- (A) The executing department or the Head of Safety Dept., upon his satisfaction that the Contractor is not conforming to the safety requirement(s), **may direct stoppage of work** and require the Contractor to remedy the defects or supply the Omission/s as the case may be. The Contractor shall not proceed with the work until his compliance with such directions to the satisfaction of the executing department or the Head of Safety Department.
- (B) The Contractor shall be fully responsible for the accident caused due to his or his Agents or Workmen's negligence or carelessness in regard to the observance of the safety requirements and be liable to pay compensation for injuries.
- (C) Without prejudice to the right conferred by the clause (A) above for stoppage of work for violating safety requirements, the Contractor shall be liable for a penalty as below:

Sl. No.	Type of violation	Penalty (in Rupees)		
		1 st instance	2 nd instance	3 rd instance
1.	Any worker not having / not using PPEs properly	500/-	750/-	1000/-
2.	Use of defective / non IS PPEs	2000/-	3000/-	5000/-
3.	Violation of safety guidelines of the Tender terms and / or safety guidelines issued by Safety Dept from time to time	2000/-	2500/-	3000/-
4.	Creation of unsafe condition	10000/-	20000/-	30000/-
5.	Found adopting unsafe practice	2500/-	5000/-	7500/-

Note:



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- a) In case the safety rules are found to be violated more than 3 (three) times during the tenure of the contract, GRSE shall have the discretion to terminate the contract forthwith without assigning any reason and without any further intimation. Moreover, the defaulter contractor may be debarred from participating in future tenders for the next 1 (one) or more years depending upon the management discretion.
 - b) In case of permanent disability / fatal accident during the execution of the contract, a penalty will be imposed on the contractor on the basis of recommendation of a committee constituted by competent authority of GRSE on case to case basis. **In such case the penalty may be banning of business dealing with GRSE or deduction of up to 10% of contract value to a minimum of Rs. 50000/- (fifty thousand) or both.**
 - c) The penalty amount shall be recoverable from any Bill / Security Deposit / Earnest Money Deposit or from other dues of the contractor.
 - d) The above rules & procedures are only illustrative and not exhaustive.

4. ENERGY CONSERVATION:

GRSE will provide power supply at free of cost for execution of job. You 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.

5. ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY:

The vendor shall ensure compliance of Environment Management System (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard".

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ANNEXURE -IX

ECS FORMAT

1.	VENDOR NAME	:	
2.	ADDRESS	:	
3.	VENDOR REGISTRATION CODE WITH GRSE	:	
4.	DESIGNATED BANK ACCOUNT NAME	:	
5.	BANK DETAILS:		
A.	NAME OF THE BANK	:	
B.	BANK BRANCH ADDRESS	:	
C.	BANK ACCOUNT NO.	:	
D.	NATURE OF ACCOUNT	:	SAVING CURRENT OTHERS (Give details)
E.	9 DIGIT MICR CODE FOR PAYMENT	:	
F.	IFSC/NEFT CODE	:	
G.	DATE OF EFFECT	:	

NOTE: (A) Enclose Bank's verification of A/C details as per format appended below.

(B) Enclose one copy of relevant cheque leaf duly cancelled.

We, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not hold the user institution responsible.

(_____)
Signature of the Authorised Signatory of the vendor.

Date:

Certified that the particulars furnished above are correct as per records.

Bank's Stamp

Date:

(_____)
Signature of the Authorised Signatory of the Bank.



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APPENDIX-C

Format for Bid Security Declaration

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

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

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or

Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with para of tender.

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

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

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

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

[Note: In case of a joint venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.]