



# GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

## गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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

Address: 43/46, Garden Reach Road, Kolkata-700 024 **43/46, गार्डन रीच रोड, कोलकाता-700 024**

Phone/दूरभाषः:(033) 2469-8100 to 8113 (Extn/बिस्तारः:200/204/206/211), FAXफैक्सः (033) 2469-3932

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**CIN / सी आई एन: L35111WB1934GOI007891**

Job Title / कार्य का नाम	<b>CONSTRUCTION OF CONCRETE PAVEMENT WITH LAYING OF PAVER BLOCK AND DISMANTLING OF TRUNCATED OLD BUILDING AT GRSE MAIN UNIT KOLKATA</b>	
NIT No / निविदा संख्या:	<b>SCC/NK/OT/YM/MAIN/065/N.ET-1927</b>	<b>Dated 28-Jan-2023</b>
Tender Due Date / निविदा जमा की अंतिम तिथी	<b>18-Feb-2023 at 12:00 noon (unchanged)</b>	

### **Addendum – I: Clarifications against Pre-Bid Queries**

Sl. No.	NIT / SOTR Reference / Pre-bid Query	GRSE Clarifications
1.	Detail Scope of Work (SOTR Clause No.2)	The detail scope of work shall be as per SOTR clause No. 2.
2.	SOTR clause No. 5.3	The following documents are required to be submitted along with Technical Bid as mentioned in Clause – 5.3 of SOTR i) Bar chart / schedule of work ii) Necessary supporting documents for experience as per technical eligibility criteria iii) QAP
3.	Quality and workmanship SOTR clause No. 2.9	The selected firm has to ensure the quality and workmanship of all items/materials confirming to the BOQ/Technical specification/relevant Indian Standards. Being a concrete pavement and paver block work, gradient maintaining is very much important, so that no water stagnation should take place in the developed area and the selected firm has to maintain it properly.
4.	Permission to work beyond normal working hours	Permission will be given for working in extended hour till mid night. (i.e. from 06:00 AM to 12:00 AM)
5.	Requested to extend the job completion period up to 90 days against 45 days from prospective bidders	GRSE agreed to extend the job completion time up to <b>60 days against 45 days</b>
6.	Permission from KMC to dismantle the building	GRSE clarified that, selected firm is required to arrange permission from KMC if required to dismantle the building. Necessary endorsement for application/documentation for permission will be provided by GRSE.
7.	BOQ Item no. 1.b Article No. 8.1	Selected firm is required to convert the retained wall into boundary wall which is same as the existing boundary wall along with the installation of barbed wire and concertino coil fencing. The other necessary civil work as required are also required to be executed.



Sl. No.	NIT / SOTR Reference / Pre-bid Query	GRSE Clarifications
8.	SOTR No. 5.12 regarding ownership of scrap	All salvageable scrap items i.e. Metal and wood obtained /generated during demolishing of building/ during excavation shall remain the property of GRSE and shall be segregated & shifted and stacked at place earmarked by GRSE within GRSE premises. However, steel embedded within the concrete shall be taken out by the contractor outside the GRSE premises along with all unsalvageable, debris/waste material as generated during dismantling of building/during excavation.

- **All TERMS AND CONDITIONS OF NIT including due date of submission of tender remain unaltered.**

  
8/2/23

**Nilanjan Kar**

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

**Garden Reach Shipbuilders & Engineers Limited**

43/46, Garden Reach Road, Kolkata – 700063.



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CIN / सी आई एन: L35111WB1934GOI007891

### NOTICE INVITING TENDER (NIT)

#### निविदा आमंत्रण सूचना

Job Title / कार्य का नाम	<b>CONSTRUCTION OF CONCRETE PAVEMENT WITH LAYING OF PAVER BLOCK AND DISMANTLING OF TRUNCATED OLD BUILDING AT GRSE MAIN UNIT KOLKATA</b>	
NIT No / निविदा संख्या:	<b>SCC/NK/OT/YM/MAIN/065/N.ET-1927</b>	<b>Dated 28-Jan-2023</b>
SOR No:	<b>TS/YM/MAIN/22-23/06 dtd. 24.01.2023 (Annexure-2)</b>	
Tender issuing Dept. / बिभाग द्वारा जारी	<b>Contract Cell (संविदा बिभाग)</b>	
<b>Cardinal Dates</b>		
Date of Prebid Query Submission	<b>02-Feb-2023</b>	<b>12:00 noon</b>
Date of Prebid Meeting / बोलीपूर्व बैठक	<b>03-Feb-2023</b>	<b>10:00 hrs</b>
Commencement of Bid Submission from	<b>08-Feb-2023</b>	<b>12:00 am</b>
Tender Due Date निविदा जमा की अंतिम तिथी	<b>18-Feb-2023</b>	<b>12:00 noon</b>
Tender Opening Date (Part I) निविदा खुलने की तिथी	<b>20-Feb-2023</b>	<b>14:00 hrs</b>
<b>Contact Persons</b>		
Query regarding SOTR / Drawing or other technical Terms	<b>Mr. Tanay Saha, SM (YM),</b> E-mail: <a href="mailto:Saha.Tanay@grse.co.in">Saha.Tanay@grse.co.in</a> Mobile no.: + 91-7603039445 / 8013383530	
In case of any difficulty in submitting / uploading of e-tender	<b>Mr. Saraswat Palit, Sr. MGR (GRSE E-PROCUREMENT),</b> e-mail: <a href="mailto:Palit.Saraswata@grse.co.in">Palit.Saraswata@grse.co.in</a> Contact: +91-33 24893902	



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## ARTICLE /अनुच्छेद 1. INTRODUCTION

Garden Reach Shipbuilders & Engineers Limited, a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors to submit **single stage two-part bids (Part I: Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of **“CONSTRUCTION OF CONCRETE PAVEMENT WITH LAYING OF PAVER BLOCK AND DISMANTLING OF TRUNCATED OLD BUILDING AT GRSE MAIN.”**

## ARTICLE /अनुच्छेद 2. Schedule of Calendar Dates / समायावली की अनुसूची

Date of Prebid Query Submission	<b>02-Feb-2023</b>	<b>12:00 noon</b>
Date of Prebid Meeting / बोलीपूर्व बैठक	<b>03-Feb-2023</b>	<b>10:00 hrs</b>
Commencement of Bid Submission from	<b>08-Feb-2023</b>	<b>12:00 am</b>
Tender Due Date निविदा जमा की अंतिम तिथी	<b>18-Feb-2023</b>	<b>12:00 noon</b>
Tender Opening Date (Part I) निविदा खुलने की तिथी	<b>20-Feb-2023</b>	<b>14:00 hrs</b>

## ARTICLE /अनुच्छेद 3. Commercial Requirement for the NIT / निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	<b>INR 500/- (Rupees Five hundred Only)</b>
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	<b>INR 1,00,000/- (Indian Rupees One Lakh only)</b>
Security Deposit (SD) प्रतिभूति	<b>3% of Work Order Value (inclusive of GST) against work order</b>
Performance Guarantee	<b>3% of Contract Value (inclusive of GST)</b>
Liquidated Damages परिनिर्धारित नुकसान	<b>0.5% per week, Max. 5% of unexecuted job</b>
Billing Frequencyबिल करने की अवधी	<b>Maximum 2 Bills</b> One RA after 50% completion and One Final bill
Evaluation of L1एल1 का मूल्यांकन	L1 bidder will be decided on totality basis

## ARTICLE /अनुच्छेद 4. SCOPE OF WORK

- CONSTRUCTION OF CONCRETE PAVEMENT WITH LAYING OF PAVER BLOCK AND DISMANTLING OF TRUNCATED OLD BUILDING AT GRSE MAIN**
- Detailed scope of work attached as **Annexure-2** to this NIT

## ARTICLE /अनुच्छेद 5. JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- Job Starting Date** कार्य आरम्भ तिथी - Job is to be started within 07 Days on receipt of LOA/PO.
- Job Completion Schedule** कार्य समाप्ती तिथी  
This work being urgent in nature is required to be completed on fast track. Completion period of the entire scope of work under this tender shall be total **45 (Forty-Five) Days from the date of issue of Letter of Award (LOA) / PO (whichever is earlier)**. Refer Clause 5.8 of SOTR (Annexure-2).



**ARTICLE /अनुच्छेद 6. Inspection Authority: As per Clause – 2.8 of SOTR (Annexure-2)**

**ARTICLE /अनुच्छेद 7. JOB EXECUTION कार्य निष्पादन**

7.1. Job is to be carried out strictly as per SOTR and GRSE requirement and in case of doubt, instructions of the officer-in-charge of YM Dept. / nominated representative of YM Dept. / their authorised representative is to be followed.

**ARTICLE /अनुच्छेद 8. BOQ बी ओ क्यू**

8.1. The detailed BOQ is given below:

Sl. No.	Description	Quantity	UOM
01	Dismantling of Security Office building (G+1) marked in the layout drawing in Appendix-1 along with the conversion of retained wall into boundary wall.  a. Dismantling of Security office building (G+1 ) as marked in the tender in accordance with the Scope of Work & other clauses of SOTR including necessary temporary works during dismantling, control of dust/pollution, removal/disposal of all debris, bricks ,dismantled concrete along with embeded reinforced concrete and other unsalvageable/discarded material generated from dismantling of building outside GRSE premises & salvageable materials (metal, wood) within GRSE premises in the designated areas, including transportation charges, all precautionary & safety measures, statutory permission etc & all allied jobs  b. Conversion of retained wall into boundary wall (as indicated in the tender drawing) same as the existing boundary wall along with the installation of barbed wire and concertina coil fencing. Following work has to be done: i. Masonry work. ii. RCC Work (Columns and Top Beam). iii. Plastering as necessary. iv. Structural work as necessary. v. Fixing of barbed wire and concertina coil fencing at top of the boundary. vi. Priming and Painting work. vii. Other civil related Work as Required.	1	LS
02	Detail survey of the proposed Concreting and paved block area using Auto Level/Total station and necessary design and drawing for the project along with drainge system	1	LS
03	Earth work in excavation of foundation trenches or drains, in all sorts of soil (including mixed soil but excluding laterite or sandstone) including removing, spreading or stacking the spoils within a lead of 75 m. as directed. (a) Depth of excavation not exceeding 1,500 mm.	60	Cum
04	Earth work in filling in foundation trenches or plinth with good earth, in layers not exceeding 150 mm. including watering and ramming etc. layer by layer complete, With earth obtained from excavation of foundation	30	Cum
05	Dismantling all types of plain cement concrete works, stacking serviceable materials at site and removing rubbish as directed within a lead of 75 m.	2	Cum



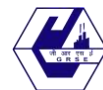
06	Cutting chase upto 125 x 150 mm. and subsequent mending of damages in brick/ concrete floor	100	M
07	Supplying, spreading and consolidating an uniform and homogeneous mixture of Stone Dust and Sand (mixed in proportion of 3 : 1 by volume and by any approved method as per direction of Engineer-in- Charge) to the required thickness in layers at 97% Proctor Density (not less than 1.7 gm/cc) with power roller to proper gradient and camber, including watering as necessary, lighting, guarding, barricading and making adequate earthen bundh where necessary to protect the edges and curing with water for 2 to 3 days, mending cracks and depressions by rolling where necessary complete as per Specification including all incidental charges of roller, cost of fuel & lubricants. The compaction factor is 0.67. Note: Rolling should also be done before spreading of mixture of stone dust and sand	155	Cum
08	Brick pavement with 1st class or picked jhama bricks as directed with joints set close in cement mortar (1 :6) and rule\flush pointing with cement mortar (1 : 4) When laid with a cushion of sand below (including cost thereof),One brick flat pavement(Cement- 1.4 Kg/Sq.M)	55	Sqm
09	Brick work with 1st class bricks in cement mortar (1:4) ,In foundation and plinth	10	Cum
10	Ordinary Cement concrete (mix 1:1.5:3) with graded stone chips (20 mm nominal size) excluding shuttering and reinforcement, if any, in ground floor as per relevant IS codes.	15	Cum
11	Supplying ready mixed concrete of M 30 Grade with well graded stone chips of 20 mm nominal size containing designed quantity of cement per Cu. m of wet concrete produced in computerised batching plant under controlled condition using approved super plastisizer, designing concrete mix following I.S. 10262 and I.S. 456, transporting the mix with agitation in transit mixer to work site depositing the mix on a platform erected for the purpose at required levels of concreting and then placing the mix in its final location of form work, compacting and curing the same complete as per specification & direction of the Engineer-in-charge including computerised batching plant transit mixer with all accessories vibrators etc. inclusive of all other incidental charges in this connection complete but excluding cost of hire charge of platform and its supporting staging which would be paid through separate item. ii)With approved concrete pump	110	Cum
12	Hire and labour charges for steel shuttering	150	Sqm
13	Reinforcement for reinforced concrete work in all sorts of structures including distribution bars, stirrups, binders, dowel bar (dowel bar should be installed as per normal practice) etc initial straightening and removal of loose rust (if necessary), cutting to requisite length, hooking and bending to correct shape, placing in proper position and binding with 16-gauge black annealed wire at every intersection, complete as per drawing and direction (Sail/Tata/RINL)	7.50	MT
14	Supplying and laying Polythene Sheet (150gm /sq. m.)/125 micron below concrete pavement	500	Sqm



15	M.S. structural works in columns, beams etc. with simple rolled structural members (e.g. joists, angle, channel sections conforming to IS: 226, IS: 808 & SP (6)- 1964 connected to one another with bracket, gussets, cleats as per design, direction of Engineer-in-charge complete including cutting to requisite shape and length, fabrication with necessary bolting, metal arc welding conforming to IS: 816- 1969 & IS: 1995 using electrodes of approved make and brand conforming to IS:814- 2004, haulage, hoisting and erection all complete. The rate includes the cost of rolled steel section, consumables such as electrodes, gas and hire charge of all tools and plants and labour required for the work including all incidental charges such as electricity charges, labour insurance charges etc.	1	MT
16	Supplying and laying 30 mm. thick Red Variety chequered tiles of any shade & of approved quality with (1:1½:3) cement concrete laid in panels or patterns as directed in pavement, footpath etc. including necessary underlay 25 mm thick [avg] cement mortar (1:3) complete in all respect with all labour and materials. [Using cement slurry @ 4.4 kg/Sq.m at back side and @2.4 kg/Sq.m for joint filling]	250	Sqm
17	100 mm thick interlocking designer concrete paver block M-50 grade for high traffic zone, bus terminus, industrial complex, mandi houses etc. as per IS: 156582006 (over 20-40 mm medium sand bed on 250mm thk WBM/ WMM base course & 250 mm thk bound gnular/ granular sub-base course & filling the interstices of blocks with fine sand by brooming & subsequent watering including cost of sand for sand bed but excluding cost of base, sub-base course & subgrade preparation.) complete as per direction of Engineer-in-Charge	260	Sqm
18	Plaster (to wall, floor, ceiling etc.) with sand and cement mortar including rounding off or chamfering corners as directed and raking out joints including throating, nosing and drip course, scaffolding/staging where necessary, With 1:4 cement mortar, 15 mm thick plaster	60	Sqm
19	Neat cement punning about 1.5mm thick in wall, dado, window sill, floor etc	60	Sqm
20	Priming one coat on steel or other metal surface with synthetic oil bound primer of approved quality including smoothening surfaces by sand papering etc	22	Sqm
21	Painting with best quality synthetic enamel paint of approved make and brand including smoothening surface by sand papering etc. including using of approved putty etc. on the surface, if necessary, On steel or other metal surface, With other than hi-gloss of approved quality, Two coats (with any shade except white)	22	Sqm
22	Providing and laying reinforced cement concrete pipe NP4 with spigot socket for culverts on first class bedding of granular material in single row including fixing with cement mortar 1:2 as per Technical Specification Clause 1106 for Rural Roads of MORD 600MM	60	M
23	<b>Filler joint</b> Providing and filling joint sealing compound as per drawings and technical specifications with coarse sand and 6% bitumen by weight	250	M

**NB: i) UOM = Unit of Measurement, ii) LS= Lump sum, iii) Cum=Cubic Meter, iv) M= Meter, v) SQM= Square Meter.**





#### **ARTICLE /अनुच्छेद 9. PRICE मूल्य**

- 9.1. Price quoted will be firm and fixed with all taxes & duties (excluding GST) for the entire contract period till completion of work.
- 9.2. GST is to be indicated separately in the Price bid and will be paid extra.

#### **ARTICLE /अनुच्छेद 10. ESCALATION मूल्य वृद्धि**

- 10.1. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

#### **ARTICLE /अनुच्छेद 11. OPENING OF BIDS निविदा खुलना**

- 11.1. 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 12. DETERMINATION OF L1 एल-1 का चयन**

- 12.1. **L1 bidder will be decided on lowest quoted price in totality.**
- 12.2. 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 16.

#### **ARTICLE /अनुच्छेद 13. GUARANTEE & WARRANTY/DEFECT LIABILITY PERIOD (DLP) गारंटी एवं वारंटी**

- 13.1. The work executed including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) Calendar months from the date mentioned in the Completion Certificate, unless otherwise agreed in writing by the Engineer; this will be deemed as the 'Guarantee Period'/'Defect Liability Period'. Refer Clause 5.9 of SOTR (Annexure-2).

#### **ARTICLE /अनुच्छेद 14. FREAK LOW QUOTES अतर्कसंगत भाव**

- 14.1. In case the price of L1 bidder is found to be unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and bidder may be evaluated for tender holiday by the Company.
- 14.2. 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 analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote may be rejected.
- 14.3. 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 15. OFFER VALIDITY प्रस्ताव की वैधता**

- 15.1. Offer should be valid for **180 Days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

#### **ARTICLE /अनुच्छेद 16. CONDITIONAL OFFER सशर्त प्रस्ताव**

- 16.1. Conditional offers w.r.t. SoTR (Annexure 2) 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.**

- 16.2. 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 17. MICRO & SMALL ENTERPRISES सूछ्म एवं छुटे उद्युग**

- 17.1. Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC).
- 17.2. All Micro & small enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

#### **ARTICLE /अनुच्छेद 18. AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य**

- 18.1. Not Applicable.

#### **ARTICLE /अनुच्छेद 19. ELIGIBILITY CRITERIA पात्रता के मापदंड**

**19.1. Technical Eligibility Criteria:** As per **Clause 5.1 of SOTR** (Annexure-2).

**19.2. Financial Eligibility Criteria:**

- 19.2.1. Bidder's Average Audited Annual financial turnover during last 03 financial years ending on 31-March-2022 should be at least **Rs. 15 Lakh**.
- 19.2.2. Audited/Certified (as applicable as per extant Govt. norms) Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years (2021-22, 2020-21 & 2019-20), preceding the Financial Year in which the tender is published, need to be submitted in support of above requirement.
- 19.2.3. Format for Financial Eligibility Criteria in this regard has been attached to this document as **Annexure – 5**. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

**19.3. Vendors on Tender Holiday / Blacklisted vendors**

- 19.3.1. The bidder should give self-certification (**as per Annexure-6**) 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.
- 19.3.2. 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.
- 19.3.3. 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.
- 19.3.4. 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 20. INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश**

- 20.1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully. If they desire, **may visit the work front**, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding 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.
- 20.2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- 20.3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
- 20.4. 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.
- 20.5. 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.
- 20.6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 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.
- 20.7. Job is to be carried out as per SoTR and instruction of the Engineer in-charge.
- 20.8. 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.
- 20.9. 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.
- 20.10. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
- 20.11. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
- 20.12. A Bidder is allowed to submit only one Bid under any capacity / status.
- 20.13. Difficulty in submitting the bid:
- 20.13.1. In case of any query / difficulty in understanding of SOTR or other technical Terms the same may be got clarified from Mr. Tanay Saha, SM (YM), E-mail: Saha.Tanay@grse.co.in, Mobile no.: + 91-7603039445 / 8013383530 prior to submission of offer.
- 20.13.2. In case of any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswat 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].
- 20.14. **E-mail Address for communication** संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

## ARTICLE /अनुच्छेद 21. e-BID INSTRUCTION ई बिड के अनुदेश

- 21.1. 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.



21.2. 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.

**21.3. If price is indicated in any document pertaining to Part-I of the bid the Offer shall be summarily rejected.**

21.4. 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.

21.5. The amendments / clarifications to the bid document, if any, will be posted on portal only.

21.6. 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.

21.7.

21.8. 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>

21.9. 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>.

#### **21.10. AMENDMENT OF TENDER DOCUMENT**

21.11. 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.

21.12. 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.

21.13. 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.

#### **21.14. PREVALANCE OF VERSION / संस्करण की व्यापकता:**

21.15. 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 22. BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड**

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

22.1.1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.

22.1.2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.

22.1.3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.

22.1.4. Bid received without qualification documents, where required as per the tender.

22.1.5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.

22.1.6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.

22.1.7. EMD validity period is shorter than specified in the tender enquiry.

22.1.8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

22.1.9. Bidder not agreeing for furnishing of the required Security Deposit (SD).

22.1.10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.



## ARTICLE /अनुच्छेद 23. POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा

### 23.1. Security Deposit प्रतिभूति जमा

23.1.1. Non-interest-bearing security deposit of 3% of total individual order value (inclusive of taxes) is to be deposited in the manner elaborated in STAC (Annexure 1).

23.1.2. Security Deposit shall be released on issue of job completion certificate by WDC Authority and submission of PBG (if applicable).

23.1.3. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

23.1.4. The Security Deposit shall be released on completion of the work and on receipt of written application enclosing Completion Certificate duly certified by Bill Certifying Authority

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

23.2.1. Work done certificate will be issued by the **Engineer In-Charge deputed by YM Dept.** 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.

### 23.3. Bill Certifying Authority बिल प्रमाणन प्राधिकर:

23.3.1. Bill to be certified by AGM (YM)/ his Nominated officer.

### 23.4. Bill Submission बिल प्रस्तुति:

23.4.1. On obtaining WDC, bills are to be raised (considering the checklist for Bill Submission **(as per attached format at Annexure-10)** in item-wise progressive basis for the respective shipsets. Bills are to be submitted along with supporting documents (Work Done Certificate copy) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope superscribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer, AGM (YM)/ his Nominated officers.

### 23.5. Payment Terms भुगतान की शर्तें:

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

23.5.2. 97% (Ninety Seven percent) of the value of actual work done 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.

23.5.3. **3%** 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 3% retention money either after guarantee period or on submission of PBG; work done certificate shall not be required. While releasing PBG after expiry of guarantee period, the PBG release application to be submitted to Contract Cell duly certified by Bill Certifying Authority.

### 23.6. Liquidated Damages निर्णीत हर्जाना

23.6.1. 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.



### 23.7. Risk Purchase जोखिम खरीद

- 23.7.1. 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.
- 23.7.2. 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.

### 23.8. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी):

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

## ARTICLE /अनुच्छेद 24. ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी

- 24.1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 03 days from opening of Part I bid.
- 24.2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- 24.3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- 24.4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

## ARTICLE /अनुच्छेद 25. ANNEXURES FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र:

- 25.1. 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.	GRSE Standard Terms and Conditions (STAC) (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
2.	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
3.	Drawing
4.	Format for Technical Eligibility Criteria
5.	Format for Financial Eligibility Criteria
6.	Self-Certification for Blacklisting / Tender Holiday
7.	Format for Disclosure by Contractor of existing work load
8.	Format for Deployment Plan for Tendered Job
9.	Format for – Non-Disclosure Agreement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
10.	Check List for Bill Submission – For Service Contracts
11.	Confirmation by Bidder & Checklist for Bid Submission



Annexure / संलग्नक	Description
12.	Format for – Bank Guarantee Format for EMD (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Contractors Responsibility (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
17.	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
18.	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
19.	Format for Bank Guarantee <b>Format for SD</b> (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
20.	Guide line for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

#### ARTICLE /अनुच्छेद 26. DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

26.1. 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

#### 26.2. 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.	Technical Acceptance format as available with NIT after being downloaded and filled up
4.	Commercial Acceptance Format (ALL TABS OF EXCEL SHEET) as available with NIT after being downloaded and filled up
5.	Documents meeting the Technical Eligibility Criteria as per format at <b>Annexure 4</b>
6.	Documents meeting the Financial Eligibility Criteria as per format at <b>Annexure-5</b>
7.	Self-Certification for not having blacklisted as per format at <b>Annexure 6</b>
8.	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31 <sup>st</sup> Mar'21 in support of Financial Eligibility.
9.	Registration Certificate of the Company with ROC / Trade Licence
10.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
11.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. (If applicable)
12.	PAN, TAN, GST
13.	Copies of registration with PF, ESI authorities.
14.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
15.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)
16.	Disclosure by Contractor of existing work load <b>Annexure 7</b>
17.	Deployment Plan for Tendered Job <b>Annexure 8</b>
<b>18.</b>	Confirmation by Bidder & Checklist for Bid Submission <b>Annexure 11</b>
<b>NON-SUBMISSION / INCOMPLETE SUBMISSION IN RESPECT TO ABOVE MAY LEAD TO REJECTION OF BID</b>	



- 26.3. The Bidders should mention the following in the Commercial Matrix of NIT:
- 26.3.1. Unique **Seller ID** allotted by **GeM** (Government e-Market Place)
- 26.3.2. The Registration Number allotted by Trades Receivable e-Discounting System (TReDS). The TReDS Registration Number is only applicable for MSME firms.
- 26.3.3. The Bidders not registered for Sl. No. 14 & 15 above should apply for registration of the following facilities in portals as per directives of the Government of India.
- 26.3.3.1. GeM (Government e-Market Place) → website: <https://gem.gov.in>
- 26.3.3.2. TReDS (Trades Receivable e-Discounting System) → website: [www.invoicemart.com](http://www.invoicemart.com)

**ARTICLE /अनुच्छेद 27. MANDATORY PHYSICAL SUBMISSION वास्तविक प्रपत्र जो जमा करने हैं:**

PHYSICAL SUBMISSION		
1.	Tender Fee instrument	<b>Within 05 working days from opening of Part I bid</b>
2.	EMD Instrument	
<b>NOTE:</b>	If instruments submitted through demand draft, the same to be drawn in favour of:	<b>GARDEN REACH SHIPBUILDERS &amp; ENGINEERS LIMITED</b>
	The demand drafts should be payable at	<b>KOLKATA</b>
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of <b>General Manager (CC&amp;VD), Commercial Department, New Building Complex, 1<sup>st</sup> Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period</b> as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).	

**ARTICLE /अनुच्छेद 28. ARTICLE 25 अनुच्छेद 25: PRE-BID MEETING बोलीपूर्व बैठक**

- 28.1. Prebid Meeting shall be held on **03-Feb-2023** at 10:00 Hrs at Yard Modernisation Department, GRSE Main Unit located at 43/46, G. R. Road, Kolkata – 700024.
- 28.2. Bidders are requested to forward their queries over email to the e-mail address: **Saha.Tanay@grse.co.in** with copy to **Kar.Nilanjan@grse.co.in**.

**Nilanjan Kar**  
Sr. Manager (Contract) / वरिष्ठ प्रबन्धक (संबिदा)  
**Garden Reach Shipbuilders & Engineers Limited**  
43/46, Garden Reach Road, Kolkata – 700063.





## **ANNEXURE -1: STANDARD TERMS & CONDITIONS (STAC)**

### **मानक निबंधन और शर्तें (एसटीएसी)**

#### **(1) Integrity Pact समग्रताअनुबंध (For the value of Contract more than Rs.2.0 Cr.):**

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

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

#### **(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -**

i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.

ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1 +15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.

iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.

iv. Above allocation of order will be done only if the tendered service is allocable.

v. In addition MSE firms will be entitled to avail the following benefits:

a. Tender Documents will be issued free of cost.

b. Earnest Money Deposit will be exempted.

c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.



**(3) Tender Fee (निविदाशुल्क): Non-Refundable: -**

- i. Amount of declared non-refundable Tender Fee is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting 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 General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iii. Exemption of Tender Fee is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- iv. Non-submission of Tender Fee or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against Tender Fee submitted by way of DD/PO.

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

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

**vii. Refund of Earnest Money Deposits**

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

**viii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)**

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 21 hereinafter.



- c. The successful bidder fails within the specifies time limit to:
1. Acknowledge the LOA/Order
  2. Furnish the required Security Deposit
  3. Non-performance of the contract by the Contractor
  4. 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.

**(5) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):**

i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

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

iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE 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.

**(6) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)**

If ESI & PF of the engaged labourers are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

**(7) GST REGISTRATION (जी एस टी पंजीकरण)**

The vendor will have to submit copy of GST registration certificate along with the Technical bid.

**(8) GUARANTEE PERIOD (गारंटी अवधि):** Guarantee / Warranty is applicable for a Period of 12 (Twelve) months from the date of completion of work.

**(9) PRICE (मूल्य):**

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) L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT.

c) 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.



The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. 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. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

**(10) JOINT VENTURE OR CONSORTIUM (संघटन):**

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

- i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners
- ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,
- iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,
- iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,
- v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.
- vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,( work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of that minimum criteria failure to comply with which the bid shall stand rejected.
- vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,
- viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However, performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,
- xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.

**(11) SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा):-**

When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.



**(12) EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री):-**

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

**(13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ**

The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –11. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE –11. 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.

**(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा**

The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (OHSAS 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

**(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-**

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 economic way to save energy as per Energy Management System of ISO 50001:2018.

**(16) INSURANCE(बीमा)**

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 –

- a) Strike, Riot (SRCC), Fire, Flood, Earthquake and other natural calamities.
- b) Burglary and theft in contractor's premises.
- c) Material in transit.
- d) Bad workmanship and wastage / spoilage of material thereby.
- e) Blockage of materials in the contractors premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
- f) Infidelity of contractors.

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.

**(17) SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थल प्रभारी/कार्य-पंजी एवं अन्य लिखित प्रमाण):**

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



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

**(18) WORKING HOURS (कार्य करने की अवधी):**

The Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift 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 at no extra cost.

**(19) INDIVIDUALITY OF THE CONTRACT (ठेका की वैयक्तिकता):**

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

**(20) SECURITY OF INFORMATION (सूचनाओं की गोपनीयता):-**

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

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

**(21) REGISTRATION OF APPROVED VENDOR (स्वीकृत विक्रेता का पंजीकरण):**

The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.

**(22) CONTRACT WORKMAN WAGE PAYMENT (ठेका श्रमिकों की मजदूरी): -**

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.

**(23)** 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.

**(24) INSPECTION (निरीक्षण):-**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.



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

**(25) CORRECTION OF ERRORS (त्रुटी सुधार):**

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

**(i) For manual tendering: -**

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

**(ii) For tendering through E-PROCUREMENT: -**

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.

**(26) FORCE MAJEURE (फोर्स मेज़योर):**

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-GUARANTEE. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

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

**(27) TERMINATION OF CONTRACT (अनुबंध की समाप्ती):**

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.

**(28) DAMAGE OF MATERIALS / EQUIPMENTS (समान/उपकरण की छति):**

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 contractors man. The cost of damage will be suitably recovered from vendor's bills.

**(29) OFFICE & STORAGE SPACE (कार्यालय & भंडारण):**

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.

**(30) ARBITRATION (मध्यस्थता):-**

- i) 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.
- ii) 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.
- iii) 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.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.
- viii) The language of the proceeding shall be in English."

**(31) JURISDICTION (न्यायअधिकार क्षेत्र):**

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend





/ relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

- iii) 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 GRSE Ltd.
  - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, **NIT statement may be taken as final.**
  2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

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## **ANNEXURE – 2: STATEMENT OF TECHNICAL REQUIREMENT (SORT)**

<b>GRSE Ltd.</b>	<b>CONSTRUCTION OF CONCRETE PAVEMENT WITH LAYING OF PAVER BLOCK AND DISMANTLING OF TRUNCATED OLD BUILDING AT GRSE MAIN</b>	SOTR No. TS/YM/MAIN/22-23/06 Sheet : 1 of 18
Yard No. : NA		Rev : 0
Group : YM		
Inspection : GRSE YMDept	Prepared by : Tanay Saha , Sr Manager ( YM) Date : 24.01.2022	Checked by : Sanat Datta AGM(YM/IC)

### **STATEMENT OF TECHNICAL REQUIREMENT (SOTR) AND SPECIAL TERMS & CONDITIONS**

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## 1 GENERAL

This set of technical requirements provide a general guideline for carrying out the job under the subject tender. General items of work required to be carried out for successful implementation of the project are included. Dismantling of about 100 years old security office building (G+1) with plinth area about 15 m x 10 m, construction of concrete Pavement, placing of paver blocks and laying hume pipe of Specified area including civil & allied works along with survey, design & drawing etc are required to be carried out in accordance with the following specifications / standards.

- a) Relevant Indian Standard Codes for design & construction.
- b) Specification as per the latest PWD schedule, West Bengal and relevant corrigendum issued from time to time.

## 2 DETAIL SCOPE OF WORK

### 2.1 Work Requirements

2.1.1 The work primarily involves:

- (a) Construction of reinforced concrete pavement / hardstand, placing of paver blocks and laying of RCC pipe at the dismantled vacant area near Gate No.2 GRSE Main Unit for movement of Heavy-Duty Vehicle including Crane and improvement of aesthetics, cleanliness. Proposed GA drawings (Plan) of the above works are enclosed in Appendix- A.
- (b) Dismantling of about 100 years old security office building (G+1) with plinth area about 15 m x 10 m and made of peripheral load bearing brick wall (about 450mm thick) with intermittent steel structural support. A sketch of the building plan is enclosed at Appendix-A for reference.

2.1.2 Scope of work included in this tender broadly comprises of following;

- (i) Bidder must visit the workplace for detail inspection & assess the nature, sequence & extent of the job in detail along with safety requirements before submission of tender and also attend pre-bid meeting. Any queries/suggestions in respect of the scope of work & SOTR shall be communicated to GRSE by the Bidders well before pre-bid meeting for finalization of the same.
- (ii) Surveying of project site & surrounding areas by using Auto level / Total station
- (iii) Concreting (M30 Grade) for reinforced cement concrete hardstand with necessary expansion and contraction joint along with the use of dowel bar.
- (iv) Steel Shuttering and reinforcement work.
- (v) Construction of underground pipe line (Hume pipe line NP-4)
- (vi) Masonry Brick work.
- (vii) Laying of 100 mm thick interlocking designer concrete paver block M-50 grade for industrial complex, as per IS: 156582006 over 20-40 mm medium sand bed.



- (viii) Earthwork in excavation. While excavating the earth it is desirable to scan the area with proper scanning machine for presence of any underground electrical cable, water and fire pipeline. Any damages caused are to be repaired without any extra cost.
- (ix) Supplying, spreading and consolidating an uniform and homogeneous mixture of Stone Dust and Sand to the required thickness in layers with power roller of capacity 80Kn to 100 Kn to proper gradient and camber obtain the desired proctor density.
- (x) Fabrication and erection (*If Structural Steel Section or Hollow Section is supplied by GRSE, rate of recovery @ Rs 43140/ ton as an issue rate from Bill*)
- (xi) All equipment and machinery including consumables necessary for the construction, fabrication & erection are to be arranged by the contractor.
- (xii) Any other related Civil works.
- (xiii) Control, sequential & safe dismantling (non-explosive) of the existing old security office building (G+1) as is where basis, in accordance with the approved detail plan & methodology and the instructions of Engineer In charge of GRSE. For smooth implementation, deploying appropriate & adequate resources to fulfil the aforesaid broad requirements of GRSE while dismantling, machinery, safety gadgets etc and engaging qualified, experienced site supervisor & workmen is mandatory.
- (xiv) Job included thorough survey of the building (drawing not available), utilities & services & building surroundings and submission of detail plan & methodology specifying the procedure & sequence for dismantling, equipment & tools to be used, safety measures, method of shifting/handling/disposal of building debris & dismantled components etc. for approval by GRSE prior to commencement of work.
- (xv) Safety measures to be adopted by the Contractor during dismantling work for ensuring safety & protection of the remaining building portion, surrounding buildings/facilities/utilizes/services, adjoining pedestrians & vehicular traffic (both inside & outside GRSE), Contractor's workmen, safe handling/storage of flammable items, firefighting appliances and other safety measures.
- (xvi) Existing ground drainage, pipelines & other utilities shall be protected from any damage as per the instructions of Engineer In charge of GRSE. In case of damage, the same has to be rectified/replaced on priority.
- (xvii) Providing fencing of dismantling site, covering of building with special sack/synthetic cover to protect from falling rubble & dust with installation of proper scaffolding as necessary. During VIP visit/Launching ceremony at Main, Contractor shall ensure covering of the building suitably as per directive of Engineer-In charge GRSE.
- (xviii) The building being close to KMC Main Road at one side and other three sides bounded by inside roads/facilities/Gate-2 of GRSE, adequate precautions and due measures shall be taken by the contractor during dismantling & removal of debris for safety and pollution (dust & sound).





- (xix) Take out all unsalvageable, discarded material/items, all debris/waste as generated during dismantling work and also misc. loose items lying inside the building out of GRSE premises (as per prevailing rules of GRSE) progressively and segregating & shifting the salvageable materials (metal and wood) within the GRSE premises in the designated area.
- (xx) Contractor shall ensure that there is no littering/deposition of demolition waste in the roads of GRSE & KMC and prevent obstruction to the traffic or to the public or drains. The Contractor shall abide by the applicable Municipal Solid Wastes Rules of Municipal Corporation & get appropriate clearance from the local authority along with payment of fess as applicable for collection, segregation, transportation, disposal/recycling of dismantled debris including scraps in an environmentally sound manner.
- (xxi) Work area surroundings particularly the road must always be kept thoroughly cleaned and no hinderance whatsoever will be allowed.
- (xxii) Finally, the entire building area will be made flat, cleaned & levelled with surrounding areas.
- (xxiii) Other civil allied job associated with the dismantling of building is illustrated in the item no.1 of the BOQ (Appendix-B)

## 2.2 General Requirements

- 2.2.1 The Contractor shall carry out detail survey on site for finalisation of extent of work.
- 2.2.2 The Contractor will be responsible for overall site management and coordination of site activities within the boundary of the works, as necessary to ensure the adequacy, stability and safety of the works and of persons at the site. The contractor shall require planning his work in coordination with on-going production activities of GRSE, other contractors working in and around the workplace.
- 2.2.3 The contractor shall take all necessary work permit from concern Dept. of GRSE (i.e. Safety, Fire etc.) as applicable in line with prevailing rule in GRSE.
- 2.2.4 The contractor shall take all precautionary measures in consultation with GRSE Safety Dept. while working at height during dismantling, construction painting etc.
- 2.2.5 The submission to and comment/acceptance by the Engineer of such programmes, methods, drawings, designs, QAP shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

## 2.3 Documents, Drawings and Calculations

- 2.3.1 The Contractor shall submit documents, drawings and calculations to the Engineer or his representative for approval:
  - (i) Detailed construction / working drawings along with necessary design /details during execution for approval.
  - (ii) Detailed activity schedule of work.
  - (iii) Quality Assurance Plan.
  - (iv) Progress Reports.

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- (v) All relevant Test Reports / Test Certificates as per Indian Standard or PWD Schedule as applicable.
- (vi) As built drawings including allied facilities in both hard and soft (AUTOCAD & Pdf) format.

## 2.4 Detail Job Quantity

- 2.4.1 BOQ with item quantities for construction as part of SOTR are given in the tender is tentative. The quantities set out in the BOQ of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.
- 2.4.2 The Contractor shall execute required quantity for successful completion of project work at the same contractual rates and terms & conditions for any extent of variation in stipulated BOQ quantities
- 2.4.3 List of BOQ Items considered under the scope of this tender is provided at successive clause for reference.
- 2.4.4 All bidders shall quote against all the items of BOQs, otherwise, their bid would be considered as Incomplete Bid and shall be liable for rejection.

## 2.5 Contractor to Supply all Materials

- 2.5.1 Unless stipulated otherwise in the Contract, all materials including consumables required for the work shall be procured and supplied by the Contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative.
- 2.5.2 The Contractor shall comply with the relevant IS Codes.

## 2.6 Deployment of Resources

- 2.6.1 Contractor shall provide adequate number of qualified / experienced workmen, with experienced Engineer / Supervisor having Technical qualification **not less than diploma in Civil Engg.** and also sufficient construction equipment, materials, tools & tackles etc. for achieving the schedule target as per approved work schedule. The contractor shall ensure timely deployment of all above resources at site to ensure contractual completion.
- 2.6.2 The contractor shall ensure deployment of adequate and proper skilled /semi-skilled workforce as per work requirements and optimum supporting unskilled workforce as necessary.

## 2.7 Testing of Materials and Acceptance

- 2.7.1 Test samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.
- 2.7.2 The Contractor shall submit valid correlated test certificates conforming to applicable standards for materials/items before incorporation in the permanent works.





2.7.3 Testing of materials shall be conducted as per the approved Quality Assurance Plan or relevant Indian Standards.

2.7.4 Unless stipulated otherwise in the Contract, the cost of any test required by the Engineer or his representative in respect of materials and workmanship deployed on the work shall be borne by the Contractor.

## 2.8 Inspection by the Engineer

2.8.1 For Site inspection, the Contractor shall give adequate notice to the Engineer (authorised representative of GRSE).

2.8.2 The Contractor shall provide the Engineer with proper free and safe access to the Contractor's works and stores or his sub-contractor's works and stores at all times and shall provide reasonable facilities to enable him to undertake his inspection.

2.8.3 The Contractor shall make all necessary arrangements to enable stage inspections by the Engineer.

2.8.4 The Engineer or his Representative shall have power to certify or disapprove/reject works or materials, in accordance with the Conditions of Contract.

## 2.9 Quality & Workmanship

2.9.1 Quality and workmanship of all items/materials and work shall conform to BOQ /Technical Specification / relevant Indian Standards. The Contractor shall be responsible for any loss/damage during the course of work to machinery, equipment, fittings, wiring, piping, and systems etc. caused by his workman (or his sub contractor's) and the Contractors shall make good such damage free of cost.

## 2.10 Materials / Work not acceptable to Engineer

2.10.1 The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (a) for removal from the Site of any material which in his opinion is not in accordance with the Contract or the instruction of the Engineer or his Representative, (b) for the substitution by the proper and suitable materials, or (c) the removal and proper re-execution of any work, which in respect of material and workmanship is not in accordance with the Contract or the instructions of the Engineer. The Contractor shall comply with such order at his own expense and within the time specified in the order. If the Contractor fails to comply, the Engineer shall be at liberty to dispose any such materials and re-do any work in the manner convenient to the Engineer by engaging any outside agency at the risk and expense of the Contractor and after giving him a prior written notice of 7 (seven) days. The Contractor shall extend his full assistance as required by the Engineer during inspection.



## 2.11 Contractor to Commence Work

2.11.1 The Contractor shall mobilize and commence the work on site on the Commencement Date stated in the LOA/PO. The Contractor shall then proceed with the work with due expedition and without delay, except as may be expressly sanctioned or ordered by the Engineer or his Representative, time being deemed the essence of the Contract on the part of the Contractor.

## 2.12 Supervision by the Contractor

2.12.1 The Contractor shall engage experienced and qualified Engineers having Technical qualification **not less than diploma in Civil Engg.** at site in day-to-day charge of the work and he should be authorized to receive instructions from the Engineer/GRSE. He shall receive orders given by the Engineer from time to time and shall act on them promptly.

2.12.2 The Contractor shall provide necessary and adequate supervision during the execution of the works and as long thereafter as the Engineer or his Representative shall consider necessary during the Defect Liability Period.

2.12.3 The Contractor or his competent and authorised agent or representative shall be constantly at site during working hours. The Contractor shall inform the Engineer or his Representative in writing about such representative / agent of him at site. Replacement of any of the authorised agent of the Contractor during the currency of Contract shall only be with prior written approval of the GRSE/ Engineer.

2.12.4 The Contractor and his authorised agent or representative shall be readily available to meet with the GRSE and/or Engineer and/or Engineer's Representative and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor.

## 2.13 Setting Out

2.13.1 The Contractor shall be responsible for the true and proper fitting / alignment of the Works in relation to reference points / lines / levels as applicable. The checking of any alignment or level by the Engineer or his Representative shall not in any way relieve the Contractor of his responsibility for the correctness thereof and he shall fully provide, protect and preserve the setting out of the works.

2.13.2 The Contractor shall promptly notify the Engineer of any discrepancy in the setting out of the works.

## 2.14 Care of the Work

2.14.1 From the commencement of the works till issue of the Completion Certificate hereof; the Contractor shall take full responsibility for the care thereof. Save for the excepted risks, any damage, loss or injury to the work or any part thereof shall be made good by the Contractor at his own cost as per instruction and to the satisfaction of the Engineer, failing which the Engineer or his Representative may cause the same to be made good by any other agency and the expenses incurred and certified by the Engineer / Owner, shall be recovered from the Contractor.



## 2.15 **Protection of the Existing Structures / Machines**

- 2.15.1 The Contractor will be responsible for the protection of all existing structures, machines, cranes etc. adjacent to and within the Works from any type of damage.
- 2.15.2 Before the commencement of work, the Contractor to take necessary precautions and measures to safeguard the existing structures/machines/materials and protect them from possible damages. For that the Contractor will arrange adequate safety nets, ropes etc. without any extra cost.
- 2.15.3 If any damage occur by the Contractor or contractor's workmen, will be recovered suitably from the Contractor.

## 2.16 **Existing Roads & Shop floor to be kept clean**

- 2.16.1 Existing roads& Shop floor used by vehicles/machineries of the Contractor or any of his subcontractors for supplies of materials or plant shall be kept clean and clear of all dirt, mud or any other materials dropped by the said vehicles or their tyres. The Contractor shall provide and maintain all equipment as may be necessary to keep the Owner's roads clean as required by this Clause.
- 2.16.2 Any damage caused by the Contractor to the surface of the roads or car parks shall be made good at his own cost.

## 2.17 **Control of Pollution / Health Hazards**

- 2.17.1 The Contractor shall take care to comply with current legislation on the Control of Pollution.
- 2.17.2 Being a health hazard issue of asbestos sheet, the Contractor shall take utmost care to avoid breaking of existing asbestos sheet while carrying out dismantling, removal or handling at site. In no case, the contractor is allowed to drop the asbestos sheet from height.

## 2.18 **Site-In charge / Log Book / Hindrance & other Records**

- 2.18.1 One fully responsible and experienced / Qualified Site-in-charge has to be posted at the site during progress of work.
- 2.18.2 Details of technical personnel deployed for the job.
- 2.18.3 Log book for re-work/ modification.
- 2.18.4 Site instruction book.
- 2.18.5 Details of materials brought by vendor along with copies of challan.
- 2.18.6 Proper record of hindrances is to be maintained by the contractor for the purpose of timely removal of the hindrance and is to be put up for approval by the Engineer on weekly basis.



## **2.19 Clearance of Site**

- 2.19.1 During construction work, the Contractor shall remove all unsalvageable dismantled materials, asbestos & translucent sheets, north light glazing, excavated surplus earth etc. as directed by the Engineer from the site progressively so that construction activities remain unaffected. These materials shall be disposed off to a suitable area (to be arranged by the Contractor in conformity with statutory rules) outside the GRSE premises.
- 2.19.2 On receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, scrap materials, wreckage, debris, rubbish and temporary works from the Site or as directed by the Engineer.
- 2.19.3 The site shall be handed over in a tidy and workmanship manner.
- 2.19.4 If all these items have not been removed within 28 (twenty eight) days, after the issue of Completion Certificate the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

## **3 GRSE SCOPE OF SUPPLY**

### **3.1 Electricity**

- 3.1.1 GRSE will provide electrical power supply at one point / suitable location near the construction area / site at free of cost for execution of job. The Contractor shall make necessary arrangements for further distribution, as required, from that point on a temporary basis all at his own cost. The contractor shall ensure consumption of power in very economical way to save energy.

### **3.2 Water**

- 3.2.1 Construction water will be provided at free of cost from existing source of GRSE. The Contractor shall arrange necessary water distribution pipe line and pump as required all at his own cost.

## **4 TECHNICAL SPECIFICATIONS**

### **4.1 Concreting Work (Ready Mixed Concrete)**

- 4.1.1 The Contractor shall provide ready mixed concrete (RMC) including all labour, materials, equipment and incidentals required for proper execution and completion of all concrete work as specified in IS 456(Latest edition) and latest PWD schedule, West Bengal.
- 4.1.2 The Contractor shall not pour any concrete unless and until the representatives of the Engineer have inspected the formwork, reinforcing steel and inserts and sleeves if any and given permission to place concrete.
- 4.1.3 Where nominal concrete mixes are described as 1:1:2, 1:1.5:3 etc. The figures denote the relative proportions of cement, dry sand and graded stone aggregate respectively.
- 4.1.4 Portland Pozzolana Cement (Grade-53) conforming to IS: 1489 (Part-I) (Fly ash based) to be used



- 4.1.5 Each layer of concrete shall be compacted fully before the succeeding layer is placed.
- 4.1.6 All concrete work shall be water cured for a minimum period of 7 days after concreting or as directed by Engineer.

#### **4.2 Structural Steel Work**

- 4.2.1 All steel and other materials used for steelwork and in association with steel work shall conform to the appropriate Indian Standard. All structural steel shall be of tested quality.
- 4.2.2 Mild steel shall conform to IS: 2026 Grade –‘A’ for rolled sections and plates. Mild steel used in gutters and collector pipes shall conform to IS: 1079.
- 4.2.3 In case the material is procured by the Contractor, the Contractor shall submit the test certificate conforming to appropriate standards of all steel materials used for fabrication. All structure steel shall be free from rust, scales, lamination, cracks, fissures and other surface defects.
- 4.2.4 Steel used for construction exposed to weather or other corrosive influences shall not be less than 8 mm in thickness and in construction not exposed to weather, thickness shall not be less than 6 mm. The controlling thickness as specified above, for rolled beams and channels shall be taken as the mean thickness of flange, regardless of web thickness
- 4.2.5 Sealed tubes and sealed hollow box sections used for external construction exposed to weather shall not be thinner than 4 mm and for construction not exposed to weather shall not be thinner than 3 mm.
- 4.2.6 All fabrication of structural steelwork shall be in accordance with IS: 800 and as per the approved drawings unless otherwise specified. The tolerances of fabrication of steel structures shall be in accordance with IS: 7215 unless otherwise specified.

#### **4.3 Masonry / Brickwork**

- 4.3.1 The bricks shall be locally available kiln burnt bricks of generally regular and uniform size, shape & colour, uniformly well burn but not over burnt.
- 4.3.2 The size of brick shall normally 230 mm x 115 mm x 75 mm. Bricks of one standard size shall be used on one work unless specially permitted by the Engineer.
- 4.3.3 After immersion in water, absorption by weight shall not be exceeding 20% of dry weight of the brick when tested according to IS 1077 of latest edition. Unless otherwise specified the load to crush the brick when tested according to IS 1077 of latest edition shall not be less than 75 Kg/Sq.cm.
- 4.3.4 Prior approval of Engineer shall be obtained for the brands of bricks to be used in the work after compliance with the above specifications/tests.
- 4.3.5 Unless otherwise specified, mortar for brick work shall be composed of 1:4 ratio i.e. 1 part of cement to 4 parts of sand.



#### 4.4 Painting Work

- 4.4.1 The Exterior and Interior Painting on all types of surface in accordance with the 'drawings' and Schedule of finishes or as per the guideline explained in IS:1477, IS: 2395 and as per direction of the Engineer and 'Schedule of Quantities'.
- 4.4.2 All surfaces for painting shall be properly sand papered and cleaned and where necessary good quality putty shall be used to hide all holes, cracks, open joints etc. The rate for painting includes such work.
- 4.4.3 Paint shall be applied with approved brushes and surfaces shall be sand papered after every coat. All work when completed shall present a smooth, clean solid and uniform surface, to the satisfaction of the Engineer-in- Charge.
- 4.4.4 All surfaces for painting, if they are new, should have a coat of suitable primer before application of the paint. Old surfaces where existing paints have been completely worn out owing to long use should also receive a coat of priming before application of fresh painting.
- 4.4.5 Steel Primer: For steel surface red oxide primer, zinc chromate primer of approved brand and manufacture and as per direction of the Engineer-in-Charge is to be applied on the surface.
- 4.4.6 Acrylic Primer Coat (solvent based Primer): Acrylic primer coat is to be used as base coat on wall finish of cement, lime or lime cement plaster surface before application of any wall coating e.g. distemper, oil based paints, synthetic enamel, acrylic emulsion etc. on them.
- 4.4.7 Enamel Paint: Enamel paint of approved brand and manufacture shall be used. Each coat shall be allowed to dry for 24 hours and lightly rubbed down with fine grade sand paper and dusted before the next coat is applied. The finished surface shall present an even and uniform appearance.

#### 4.5 Approved Make / Brand

Item	Make / Brand
Cement	Lafarge / ACC / Ultratech or equivalent as approved by Engineer
Reinforcement Steel	TISCO / SAIL / ESSAR / RINL/ SRMB or equivalent as approved by Engineer.
Structural Steel	SAIL / TATA / JINDAL / equivalent as approved by Engineer
Paint	Asian Paints / Berger / ICI / Nerolac or equivalent as approved by Engineer



#### 4.6 List of BOQ Items

List of BOQ items considered under the scope of this tender. However tenderer may point out any discrepancy or inclusion of any new BOQ item in the Pre-bid queries. BOQ is attached in Appendix-B

### 5 SPECIAL TERMS AND CONDITIONS OF CONTRACT

#### 5.1 Technical Eligibility Criteria

- 5.1.1 Bidder shall have experience of successful execution of Similar Nature/Type Of Job i.e. Construction of Concrete pavement/Hardstand, Construction of Building or Industrial Shed including related civil work during last seven (07) years and they should also have a experienced in dismantling of building, shed during last seven (07) years. It may kindly be noted that value of Concreting and Reinforcement steel taken together (not structural steel) (including GST) should be at least 40% of total work order value of the work mentioned in 5.1.2 (a) (i.e. such value will be calculated by combining only the eligible orders as per Clause No 5.1.2 i.e the total value of Concreting and Reinforcement of all eligible order should be at least 40% of total value of all eligible order) ,otherwise bidder will not be considered for evaluation. Supporting documents meeting Technical Eligibility Criteria to be submitted along with the bid. Also, full contact details like name, address, telephone numbers of the person under whose direct jurisdiction the work was executed etc.) to prove that they had carried out such works successfully in any PSU / Corporate house / Industry.
- 5.1.2 (a) Bidder has to fulfill experience in successful completion of aforesaid similar jobs i.e. Construction of Concrete pavement/Hardstand, Construction of Building or Industrial Shed of value not less than Rs. 35 lakhs for one job OR not less than Rs.22 lakhs each for two jobs OR not less than Rs. 17 lakhs each for three jobs in last seven (07) years.

And

- (b) Bidder has to fulfill experience in successful completion of dismantling of building / shed/industrial structure of value not less than Rs. 3.5 lakhs for one job OR not less than Rs.2 lakhs each for two jobs OR not less than Rs. 1.5 lakhs each for three jobs in last seven (07) years

#### Note:-

1. If Bidder wants to submit a single work order for meeting the above technical qualification criteria against the work mentioned in 5.1.2 (a & b) then both the conditions mentioned above must be satisfied in a single order.
2. Eligible Bidder has to satisfy both the condition as mentioned in SI No 5.1.2 (a) and (b) to make him eligible for this tender.



## 5.2 Pre-Bid Meeting

- 5.2.1 Pre-bid Meeting will be held on 7<sup>th</sup> day from the date of publication of tender.
- 5.2.2 Bidders are mandatorily required to attend pre-bid meeting to be held at GRSE (both Online / Offline). Bids received from bidder(s) who have not attended the pre-bid meeting shall not be considered for further evaluation. Bidders are mandatorily required to undertake the site visit at a mutually agreed date and time at their own cost, for detailed site survey, to understand the scope of works and the prevailing condition of the site, technical nitty-gritty and other circumstantial criticality of the project followed by pre-bid meeting. Also, the bidder must have perused in detail the scope of works to be undertaken as per the tender document and mandatorily attend the pre-bid meeting
- 5.2.3 Prospective Tenderers shall submit their queries, if any in connection with the Tender, in writing by email at the earliest to enable GRSE to clarify the same. The last date of submitting the queries is 2 days prior to the pre-bid meeting. Copies of the Employer's response will be displayed on GRSE website [www.grse.nic.in](http://www.grse.nic.in) including a description of the enquiry but without identifying its source.

## 5.3 Submission of Technical Documents along with the Bid

- 5.3.1 The Tenderer shall submit following documents along with their bids;
- i) Bar chart / schedule of work
  - ii) Necessary supporting documents for experience as per technical eligibility criteria.

## 5.4 Site Condition

- 5.4.1 The Tenderer shall consider that accommodation for personnel of the Contractor and their sub-contractors is not allowed to reside at GRSE premises.
- 5.4.2 All the work sites are within the compound of a running engineering works and the Contractor's works will have to be carried out in a manner so as to avoid interruption in the normal shipyard production activities. Accordingly, the Contractor is to co-operate with GRSE to minimize disruption to shipbuilding activities and is to preserve and maintain GRSE vehicular access route for the transport of ship blocks etc.
- 5.4.3 Tenderer must carefully consider his method of construction and safety of the works in relation to environmental factors and the ground conditions.
- 5.4.4 Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions / situations and full implications of the assignment. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.







## 5.5 Site Consultations

- 5.5.1 The work shall be carried out in consultation with the YM Department of GRSE headed by Addl. General Manager (YM) with other officers as nominated by him.

## 5.6 Award of Work

- 5.6.1 L1 Bidder quoting lowest total Tender Sum against the said job will be decided after price evaluation of the said work.
- 5.6.2 The work will be executed as a whole without splitting of order.

## 5.7 Work Done Certificate (W.D.C.)

- 5.7.1 The contractor will put up Work done for certification to Engineer along with all inspection report / measurement sheet signed by Quality Assurance Authority/Engineer. Work done certificate is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work. Any recovery towards usage of GRSE resources is also to be indicated.

## 5.8 Completion Period

- 5.8.1 This work being urgent in nature is required to be completed on fast track. Completion period of the entire scope of work under this tender shall be:-

Total 45(Forty Five) Days from the date of issue of Letter of Award (LOA) .

The Tenderer, however, is required to assess the period and confirm the completion period. The tenderer must submit a network schedule explaining planning and program in detail for execution of the project.

During execution of work the contractor shall ensure the timely mobilization of their equipment, adequate manpower and materials based on agreed work schedule / milestones. The contractor shall adopt necessary measures to avoid any delay in work progress. In case of interim delay, the contractor shall augment more manpower and also work during extended working hours / holidays to catch up the delay.

## 5.9 Guarantee Period / Defect Liability Period (DLP)

- 5.9.1 The work executed including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) Calendar months from the date mentioned in the Completion Certificate, unless otherwise agreed in writing by the Engineer; this will be deemed as the 'Guarantee Period' / 'Defect Liability Period'.

## 5.10 Terms of Payment

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

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- 5.10.2 **97%** (Ninety Seven percent) of the value of actual work done 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.
- 5.10.3 **3%** (Three percent) of the value of actual work done will be retained from each Bill as Security Deposit till the total retained amount including initial security deposit reaches 3% of the contract value.
- 5.10.4 After completion of work/tests/trials/commissioning and issue of Completion Certificate, retained 3 % of the value of work done (performance guarantee) shall be released after satisfactory completion of Defect Liability Period. Alternatively, this 10% of the value of the work done will be payable against submission of a bank guarantee of equivalent amount valid till expiry of defect liability period.

#### 5.11 **Submission of RA Bills by the Contractor**

- 5.11.1 The Contractor shall submit to the Engineer, RA bills (in triplicate) for the payments, for the amount due along with all relevant documents each signed by the Contractor's authorised representative, such interim measurement and valuation of the works, material entry documents, etc. signed by the Engineer's Representative, certificates of inspection/ trials, as may be applicable to respective stages. Works completed shall be jointly measured by the Contractor & Engineer /Engineer's representative.

#### 5.12 **Ownership of Scrap**

- 5.12.1 All scrap items (salvageable) i.e. Metal and wooden scrap materials (loose) if obtained/generated by demolishing of any structure / during excavation shall remain the property of the Owner/GRSE and shall be shifted and stacked at place earmarked by owner within GRSE premises and other GRSE units (within a lead of 5KM). However, steel embedded within concrete shall be disposed of from site by the Contractor along-with excess earth, debris and rubbish etc.
- 5.12.2 Dismantled asbestos sheets, translucent sheets and north light glazing will be property of contractor. The contractor while quoting his rate should consider salvage value of these into account.

#### 5.13 **Completion Certificate**

- 5.13.1 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test as per the Specification/Contract/ instruction of the Engineer, the Contractor shall, within 21 (twenty one) days of submission of his application to the Engineer, be entitled to receive a "Certificate for Completion of work.
- 5.13.2 If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and / or used by the Owner, the Contractor shall on application





rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

(d) Rates of item of work that is not included in the schedule of items/BOQ shall be fixed as per the following procedure:

(a) Where the extra works are of similar character and of equivalent value and / or executed under similar conditions as to any item of work appearing at Schedule of Quantities, then the rates for such extra items shall be equal to the rates of such items.

(b) If the extra works are of similar character but differing in particulars then the rate of such item or items shall be derived from Schedule of Quantities, as modified to take fair account of the differences in particulars.

(c) Where items of similar character are not contained in the Schedule of Quantities and none of the foregoing methods are applicable, rates shall be based on the norms of PWD/CPWD for labour, materials content respectively. However, in both cases local prevailing market rate for labour & material shall be adopted.

(d) Where rates for extra item of works cannot be established by rate analysis as per the above, then rate for such item shall be estimated and fixed by the Engineer based on the market rates and assessment for labour, materials and other factors involved thereon.

5.15 Site Visit : Vendors must visit the site before quoting the rate with a written intimation to the Civil Dept . During the visit the vendor must thoroughly survey / inspect the site condition / structure for proper assessment of work requirement. If at any stage it is found that vendor has not visited the site / Visited site without proper intimation to YM dept , Technical Bid will not be evaluated and the bid of that particular vendor will be treated as cancelled.

\*\*\*\*\*END\*\*\*\*\*



be entitled to partial completion certificate indicating the portion of the work covered by it, so that the Contractor's liability during Defect Liability Period of the Contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

#### 5.14 Variation and its Valuation

The Engineer shall have the power to order the Contractor in writing to make any variation of the quantity, quality or form of the works or any part thereof that may, in his opinion, be necessary and the Contractor upon receipt of such an order shall act as follows:

- (a) Increase or decrease the quantity of any work included in the Contract.
- (b) Omit any work included in the Contract.
- (c) Change the character or quality of kind of any work included in the Contract.
- (d) Execute extra and additional work of any kind necessary for completion of the works.

##### 5.14.2 Quantities in Price Schedule are estimated

BOQ as part of SOTR given in the tender is tentative. The detail BOQ is attached with the SOTR. It may vary according to actual requirement of job during the tenure of the work/contract. The Contractor shall assess actual quantity of work based on drawings and requirements of Owner (to be decided by Engineer) and shall submit updated BOQ incorporating quantity variation to the Engineer for review/approval. No variation (upward/downward) in quantity (without any limit) and value shall no way vitiate or invalidate the Contract or be treated as revocation of the Contract, but the value (if any) of all such variations evaluated shall be taken into account and the Contract Price shall be varied accordingly without any change in agreed rates of Price Schedule/BOQ on account of variation. Due to above quantity variation in individual items, the total Purchase Order Value may vary for successful completion of the job. Necessary amendment of PO will be issued accordingly. Limit on Cost of Variation Value of contract may increase up to a maximum of 10% of the total Contract Value. This is to be a cumulative total for all variations. The Contractor shall give reasonable prior notice to the Engineer of any variation which may cause this cumulative limit to be exceeded.

##### 5.14.3 Payment for Extra, Additional, Omitted, Substituted Work

- (a) The Contractor shall not be entitled to any claim of additional work unless they have been carried out under the written orders of the Engineer.
- (b) The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any additional work done or work omitted by his order subject to approval of the Owner.
- (c) All additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any



rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

(d) Rates of item of work that is not included in the schedule of items/BOQ shall be fixed as per the following procedure:

(a) Where the extra works are of similar character and of equivalent value and / or executed under similar conditions as to any item of work appearing at Schedule of Quantities, then the rates for such extra items shall be equal to the rates of such items.

(b) If the extra works are of similar character but differing in particulars then the rate of such item or items shall be derived from Schedule of Quantities, as modified to take fair account of the differences in particulars.

(c) Where items of similar character are not contained in the Schedule of Quantities and none of the foregoing methods are applicable, rates shall be based on the norms of PWD/CPWD for labour, materials content respectively. However, in both cases local prevailing market rate for labour & material shall be adopted.

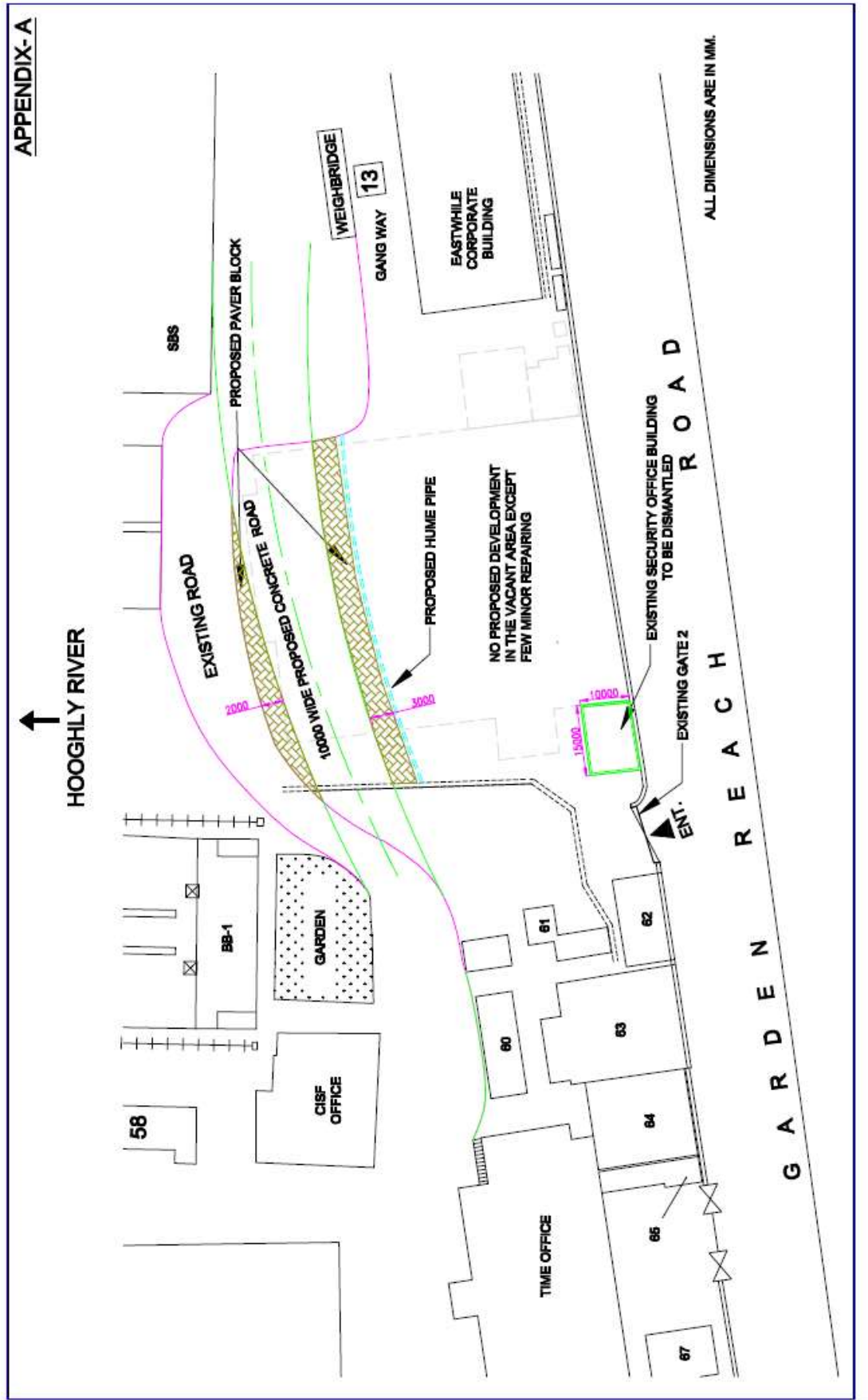
(d) Where rates for extra item of works cannot be established by rate analysis as per the above, then rate for such item shall be estimated and fixed by the Engineer based on the market rates and assessment for labour, materials and other factors involved thereon.

5.15 Site Visit : Vendors must visit the site before quoting the rate with a written intimation to the Civil Dept . During the visit the vendor must thoroughly survey / inspect the site condition / structure for proper assessment of work requirement. If at any stage it is found that vendor has not visited the site / Visited site without proper intimation to YM dept , Technical Bid will not be evaluated and the bid of that particular vendor will be treated as cancelled.

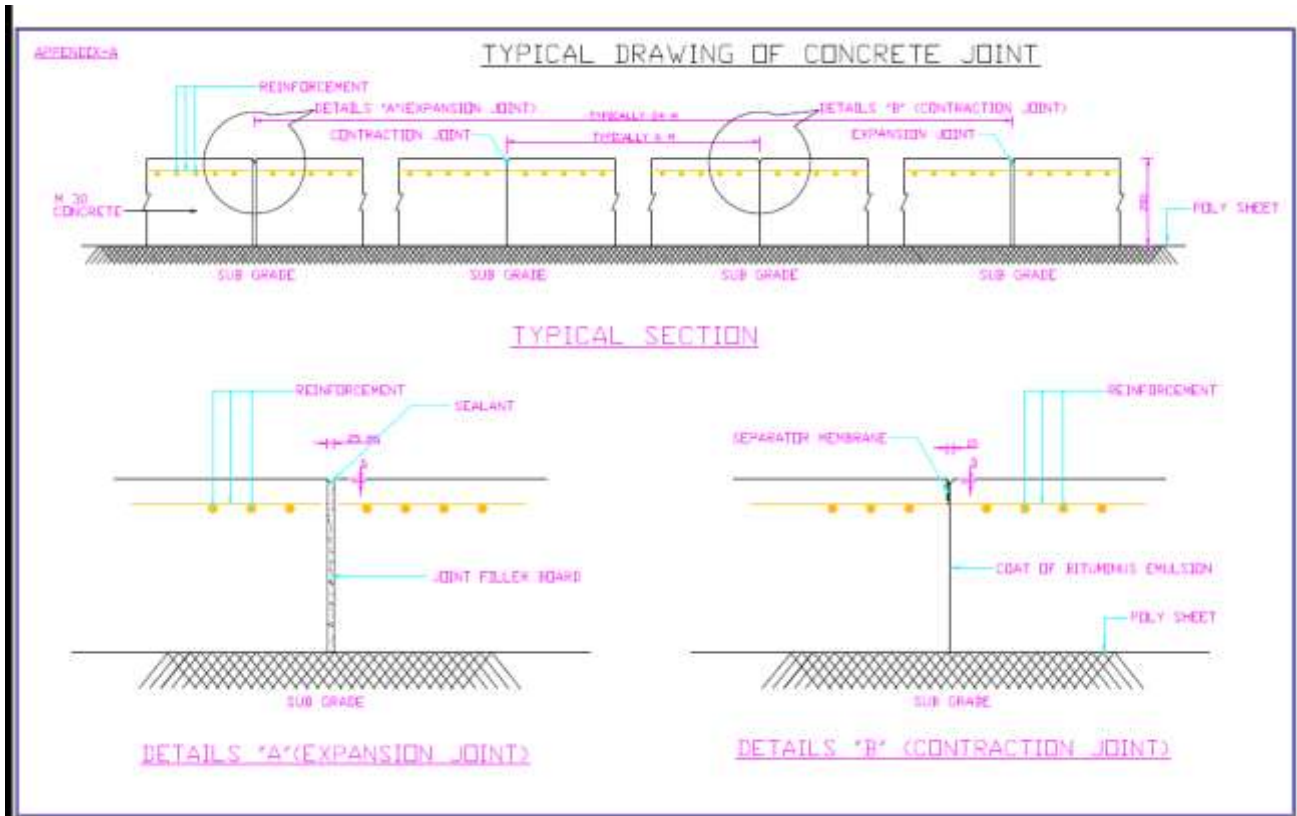
\*\*\*\*\**END*\*\*\*\*\*



ANNEXURE - 3: DRAWING









**ANNEXURE – 4: EXECUTED RELEVANT JOBS for TECHNICAL ELIGIBILITY  
DURING LAST 05 YEARS ENDING ON 31-Mar-2023 TO JUSTIFY**

**Name of the Bidder:**

**Job Description:**

**Tender Reference:**

**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	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>
1								

**Note: Please add additional pages if required**

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**



## **ANNEXURE – 5: FORMAT for FINANCIAL ELIGIBILITY**

**Name of the Bidder:**

**Job Description:**

**Tender Reference:**

Financial Data for evaluating Financial Eligibility

<b>SL. No.</b>	<b>Financial Years</b>	<b>Turn Over (Rs. In Crore)</b>
<b>1</b>	<b>2021-22</b>	
<b>2</b>	<b>2020-21</b>	
<b>3</b>	<b>2019-20</b>	

**(Signature of Authorized Representative)**

**Date:**

**Name:**

**Designation:**

**Note: SUBMISSION OF AUDITED/CERTIFIED (AS APPLICABLE AS PER EXTANT GOVT. NORMS) BALANCE SHEET AND PROFIT AND LOSS STATEMENTS IN SUPPORT OF ABOVE IS MANDATORY.**



**ANNEXURE-6: FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY**

**(To be submitted in Company's Letterhead)**

- 1. **Name of the Bidder with Address:** **Date:**
- 2. **Job Description:**
- 2. **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 – 7: FORMAT FOR DISCLOSURE BY CONTRACTOR OF EXISTING WORK**

**1. Name of the Bidder:**

**2. Job Description:**

**3. Tender Reference:**

**Details of Existing relevant jobs:**

Sl. No.	Description of Existing relevant jobs	Order No., Date & Value <b>(in INR)</b> <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Order placed by	Scope of work for existing contract (To quantify)	Deployment of operatives for the existing contract (category wise)			
							USK	SSK	SK	HSK

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**

**Note: Please add additional pages if required.**



**ANNEXURE –8: FORMAT FOR DEPLOYMENT PLAN FOR TENDERED JOB  
(To be submitted in Company's Letterhead)**

**Name of the Bidder:**

**Job Description:**

**Tender Reference:**

**Deployment plan for tendered job:**

Sl. No.	Item Description	Proposed Type of Equipment & Machinery, etc.	Proposed no of Skilled Workforce to be deployed (category wise)				Proposed completion schedule	Plan of action for resource mobilization
			Name of Site In-charge & Supervisor	USK	SSK	SK		
1.								
2.								
3.								
4.								
5.								

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**

**Note: Please add additional pages if required.**



## **ANNEXURE-9: NON – DISCLOSURE AGREEMENT**

(to be executed in Non-Judicial Stamp Paper of Rs.100/-)

This Non-Disclosure Agreement executed this .....Day of .....2021.

### **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 with construction of Anti-Submarine Warfare Shallow Water Craft (ASW SWC) 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.

<b>FOR GARDEN REACH SHIPBUILDERS &amp; ENGINEERS LTD</b>	<b>FOR M/s _____,</b>
Signature :	Signature :
Name :	Name :
Address :	Address :

<b>WITNESS 1</b>	<b>WITNESS 2</b>
Signature :	Signature :
Name :	Name :
Address :	Address :



**ANNEXURE-10: CHECK LIST FOR BILL SUBMISSION - for Service Contracts**

**CHECK LIST FOR BILL SUBMISSION - for Service Contracts**

**A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)**

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

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

\_\_\_\_\_  
Signature of Vendor's representative  
with Seal/Stamp



## ANNEXURE-11: CONFIRMATION BY BIDDER & CHECKLIST FOR BID SUBMISSION

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

<b>Bid Number</b>	
<b>Job Title:</b>	
Bidder's Name	
Proprietorship / Partnership / JV / Consortium	
Bidder's Address	
Phone	
E-mail	
Vendor Regn No. with GRSE (if applicable)	
MSME / MSE (Details if applicable)	
NSIC (Registration Details & Certificate Number, if applicable)	
GST Registration	
PAN No.	
GEM UNIQUE SELLER ID	
TreDS Regn No.	
PF Details	
ESI Details	
ROC/ Trade Licence	
Joint Venture/ Consortium agreement (if applicable)	
EMD (Details of Instrument, if applicable)	
<b>ACCEPTANCE MATRIX FOR NIT</b> [indicate SUBMITTED (WITHOUT DEVIATION) / SUBMITTED (WITH DEVIATION) / NOT SUBMITTED]	
<b>ACCEPTANCE MATRIX FOR STAC</b> [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
<b>ACCEPTANCE MATRIX FOR SOTR</b> [indicate SUBMITTED (WITHOUT DEVIATION), SUBMITTED (WITH DEVIATION), NOT SUBMITTED]	
<b>FORMAT FOR TECHNICAL ELIGIBILITY</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>DISCLOSURE BY CONTRACTOR OF EXISTING WORK</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>FORMAT FOR FINANCIAL ELIGIBILITY CRITERIA</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>AVERAGE ANNUAL TURNOVER FOR LAST 3 FINANCIAL YEARS ENDING ON 31-Mar-2022</b>	
TURNOVER FOR <b>FY 2021-22</b>	
TURNOVER FOR <b>FY 2020-21</b>	
TURNOVER FOR <b>FY 2019-20</b>	
<b>Submission of DOCUMENTS IN SUPPORT OF FINANCIAL ELIGIBILITY CRITERIA</b> [indicate SUBMITTED / NOT SUBMITTED]	
<b>SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY</b> [indicate SUBMITTED / NOT SUBMITTED and if put on Tender Holiday / Blacklisted]	
<b>NON-DISCLOSURE AGREEMENT (in non-judicial stamp paper of Rs 100/-)</b> [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	
<b>INTIGRITY PACT (in non-judicial stamp paper of Rs 100/-)</b> [indicate SUBMITTED / NOT SUBMITTED and reference No. if any]	

**(Signature of Authorized Representative with official seal)**

**Date:**

**Name:**

**Designation:**



**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, 43/46 , Garden Reach Road , Kolkata -700024 ( hereinafter called "the Buyer" ) having agreed to exempt M/s..... having its registered office at ..... ( hereinafter called "the party") from the demand ,under the terms and conditions contained in the Tender 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, ..... 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 Tender or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
  
3. We, ..... Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender / Order have been fully paid and its claims satisfied or discharged or till the Managing Director , Garden Reach Shipbuilders & Engineers Limited ,certifies that the terms and conditions of the said Tender / Order have been fully & properly carried out by the said party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... We shall be discharged from all liability under this Guarantee thereafter.
  
4. We, ..... Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender / Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Party or for any forbearance , act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of



thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We ..... Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
  
6. Notwithstanding anything contained herein above , the liability of the Guarantor under this Guarantee is restricted to Rs..... ( Rupees.....only), and that this Guarantee shall remain in force until its expiry on the .....(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For ..... Bank Limited

Dated the ..... day of..... 20



**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.
<b>MAINTENANCE OF REGISTERS</b>				
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.