GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

भारत सरकार का प्रतिष्ठान

61, Garden Reach Road, Kolkata-700 024

61, गार्डन रीच रोड, कोलकाता024 700-

Phone दूरभाष**: (033) 2469-8100 to 8113 Extn.** बिस्तार**:225 , FAX** फैक्स**: (033) 2469 3932**

Web site वेब**:** www.grse.in

CIN सी आई एन: **L35111WB1934GOI007891**

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT No. निविदा संख्या**:**	**SCC/AJK/OT(W)/PHOTOGRAPHY/096/ET-**3484 **dt. 16.07.2026**
Job Title कार्य का नाम:	**RATE CONTRACT FOR ENGAGEMENT OF PHOTOGRAPHY/VIDEOGRAPHY AGENCY FOR THE VARIOUS EVENT AT GRSE**, as per SOR No. B&TD,CC,NPD/CC/Photography- Videography/2026-27
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell संविदा बिभाग (GRSE Main)

ARTICLE 1 अनुछेद-1: **SCHEDULE OF CALENDAR DATES** समायावली की अनुसूची:

SCHEDULE सारणी		
Pre-Bid Meeting (if applicable) बोली-पूर्ब बैठक (यदि लागु है)	NA	
Tender Due Date निविदा जमा की अंतिम तिथी	06.08.2026	12.00 PM
Tender Opening Date (Part I) निविदा खुलने की तिथी	08.08.2026	12.00 PM
Offer Validity Period minimum ऑफर की नियुन्तम वैधता अवधी	90 Days from Tender due date	

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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिछेद 03 मे उदधृत)	INR 500 (Rupees Five Hundred only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत)	INR 57,000/- (Rupees Fifty-Seven Thousand Only)

Security Deposit (SD) प्रतिभूति	Rs. 25,000.00 (Twenty-Five thousand only) one-time deposit.
PBG पी बी जी	NA
Liquidated Damages परिनिर्धारित नुकसान	½ % per week max. 5 % of unexecuted job
Billing Frequency बिल करने की अवधी	Monthly Running Bill basis (until completion)
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided line item wise.

1. Bidders are required to submit EMD amount as Bid Security in the form of DD/ Pay Order against this tender as per the Clause Ref. (2) of STAC, Enclosure-2. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD.

Non-submission of EMD or a valid MSE/NSIC certificate may lead to offer rejection.

2. In case of open tender, the vendors registered with GRSE shall be exempted from submission of EMD subject to submission of valid copy of the registration certificate issued by GRSE. Having tender's service similar to tendering service listed with the list of items/services for which they are registered. In lieu, they shall be required to submit 'Bid security Declaration' as per the format at annexure-5.

4. In the case of Consortium, the lead partner should be registered with GRSE to qualify for exemption of EMD.

5. In the case of joint Venture, the entity should be registered with GRSE to qualify for exemption of EMD.

6. The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS) to be furnished. Non-submission TReDS registration no. by MSME registered firm may lead to offer rejection.

Note: Relaxation on prior experience and prior turnover to MSE / Start-up shall not be applicable for this tender.

ARTICLE 3 अनुछेद-3: **ANNEXURES FORMS PART OF THIS TENDER** निविदा की संलग्नक प्रपत्र:

ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलगित परिछेद		
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions	Yes
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (please refer **www.grse.nic.in**)	Yes
Annexure 3 संलग्नक-3	Format for - Integrity Pact (please refer **www.grse.nic.in**)	No

Annexure 4 संलग्नक-4	Format for Technical Eligibility Criteria (Attached with NIT)	Yes
Annexure 5 संलग्नक-5	Format for Bid Security Declaration (Attached with NIT)	Yes
Annexure 6 संलग्नक-6	Format for Self-Certification (Attached with NIT)	Yes
Annexure 7 संलग्नक-7	Fire & Safety Guidelines (please refer **www.grse.nic.in**)	No
Annexure 8 संलग्नक-8	Special condition of contract (please refer **www.grse.nic.in**)	Yes
Annexure 9 संलग्नक-9	Contractors Responsibility (please refer **www.grse.nic.in**)	NA
Annexure 10 संलग्नक-10	General Requirement (please refer **www.grse.nic.in**)	Yes
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer **www.grse.nic.in**)	NA
Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for EMD (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)	Yes
Annexure 13 संलग्नक-13	Format for - Bank Guarantee Format for SD (please refer **www.grse.nic.in**)	Yes
Annexure 14 संलग्नक-14	Format for - Bank Guarantee Format for PBG (please refer **www.grse.nic.in**)	NA
Annexure 15 संलग्नक-15	Guide line for Bank Guarantee (please refer **www.grse.nic.in**)	Yes

ARTICLE 4 अनुछेद-4**: DOCUMENTS TO BE UPLOADED** अपलोड हेतु दस्तावेज:

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		
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee	Yes
2	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
4	Documents meeting the Technical Eligibility Criteria as per format at Annexure-4	Yes
5	Documents meeting the Financial Eligibility Criteria as per format at Annexure-5	No
6	Audited/Certified Annual Accounts and Annual Report for immediate last three years.	Yes
7	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	Yes
8	Integrity Pact (refer clause 01 of STAC)	No
9	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
10	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes
11	Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)	Yes

a. Registered Bidders with GRSE need not upload para 7 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
b. Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO.

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

PHYSICAL SUBMISSION		
1	Tender Fee instrument	Within 03 days from opening of Part-I bid
2	EMD Instrument	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	Kolkata
3	Integrity Pact	Not Applicable

a. Above original Negotiable Instruments as stipulated, to reach to Mr. A. J. Kandir, SM (Contract), Contract Cell, GRSE, 61 Park Unit within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

ARTICLE 6 अनुछेद-6**: JOB EXECUTION SCHEDULE** कार्य निष्पादन सूची:

(A) **Job Starting Date** कार्य आरम्भ तिथी: The work is to be started immediately on receipt of LOA/order whichever is earlier, However, actual date of starting of job will be intimated in due course.

(B) **Job Completion date** कार्य समाप्ती तिथी: Job to be completed as per requirement of CC Dept. GRSE.

(C) **Tenure of Contract संविदा कार्यकाल:** The empanelment will be for a period of 02 years from the date of communication confirming empanelment. The period of empanelment may be extended at the discretion of GRSE for a further period of one-year subject to satisfactory performance by the empaneled agency.

(D) **Quality Assurance Authority / Inspection Authority**: Inspection shall be carried out by Authorized representative of CC Department.

(E) **Place of Work:** GRSE Bhavan.

ARTICLE 7 अनुछेद-7**: JOB EXECUTION** कार्य निष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions and guidance of GM (B&TD, CC, NPD)/DGM (CC)/nominated officer of GRSE is to be followed.

ARTICLE 8 अनुछेद-8**: GURANTEE & WARRANTEE** गारंटी एवं वारंटी: **Not applicable**.

ARTICLE 9 अनुछेद-9**: PRICE** मूल्य:

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. GST is to be indicated separately and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

Rate quoted in the Price Bid (Optional) will not be considered for determining L1 bidder.

ARTICLE 10 अनुछेद-10**: ESCALATION** मूल्य वृद्धी: Not Applicable

ARTICLE 11 अनुछेद-11: **UNREASONABLE QUOTES अतर्कसंगत भाव**:

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

ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and the tender will be cancelled. During re-tendering, such bidder with low quote will not be allowed for participation.

iii. 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 01 year.

ARTICLE 12 अनुछेद-12**: OFFER VALIDITY** प्रस्ताव की वैध्यता:

Offer should be valid for 90 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 90 days against valid reason.

ARTICLE 13 अनुछेद-13**: CONDITIONAL OFFER** सशर्त प्रस्ताव:

Conditional offers w.r.t. SOTR will not be accepted. However, in case of bidder wish to deviate on 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.

ARTICLE 14 अनुछेद-14**: DETERMINATION OF L1** एल-1 का चयन:

L1 bidder will be decided line item wise on lowest quote basis (excluding GST).

ARTICLE 15 अनुछेद-15**: BOQ बी** ओ क्यु:

The quantity mentioned in BOQ is indicative only for establishing a rate contract which may vary according to actual requirement of job during the period of contract.
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.

ARTICLE 16 अनुछेद-16**: OPENING OF BIDS** निविदा खुलना:

Part-I (techno-commercial) bid will be opened on the date declared in NIT. Part-II bid will be opened post techno-commercial evaluation by GRSE. 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 17 अनुछेद-17**: MICRO & SMALL ENTERPRISES** सूख्छम एवं छोटे उद्योग:

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)

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 18 अनुछेद-18**: AWARDING JOBS TO MULTIPLE BIDDER** बहुल बिडर के लिए ठेका कार्य:

GRSE reserves the right to empanel maximum five Agencies/Studios to meet its requirement.

L2, L3, L4 & L5 bidders shall be called for matching their quoted rates as per the lowest rate quoted by L1/ final negotiated rates with L1 against each line item. In case of non-acceptance of the lowest rates among L2, L3, L4 & L5 bidders, opportunity will be given to the next lowest bidders as applicable.

ARTICLE 19 अनुछेद-19**: ELIGIBILITY CRITERIA** पात्रता के मापदंड:

Technical Eligibility Criteria तकनीकी मापदंड – As per SOTR Annexure II

Format for Technical Eligibility Criteria has been attached to this document as per format attached at Annexure - 4. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

Note: Non-submission of documents along with Techno-commercial bid as mentioned in above clauses, the offer will not be considered for further tender processing /bidders not having requisite experience as established by their uploaded technical bids, may not be called for TNC.

Financial Eligibility Criteria वाणीजीक मापदंड – Not applicable for this tender.

(i) 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 30.06.2026. 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.

Note:

a) 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.

b) 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.

c) In case of non-submission of the self-certification document as per format at Annexure-6, the bidder will be treated as non-responsive and their offer will be rejected.

ARTICLE 20 अनुछेद-20**: INSTRUCTION TO THE BIDDERS** बिडर हेतु अनुदेश:

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding 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.

2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.

3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

4. GRSE also reserves the right to reject any 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.

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.

6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.

7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.

8. 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.

9. 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%.

10. 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.

11. A Bidder is allowed to submit only one Bid under any capacity / status. If it is found that any one bidder under any capacity/status has submitted more than one bid, all the bids submitted by him will be rejected.

12. Difficulty in submitting the bid:

    Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from Mr. Tinku Karmakar, DGM (CC) e-mail: Karmakar.Tinku@grse.co.in (Contact no. 7604063206) prior to submission of offer.

    Any query/difficulty in understanding of Commercial Terms may be got clarified from Mr. Anukaran J Kandir, SR. MGR (Contract), GRSE (61 Park), Mob: +91 9163361808, e-mail: Kandir.Anukaran@grse.co.in

    For difficulty in submitting / uploading of e-tender or for any system help contact person is Mr. Saraswata Palit, DGM(E-PROCUREMENT); e-mail/ Palit.Saraswata@grse.co.in and / or GRSE Service Provider M/s. NIC personnel may be contacted at Land line no: 033 24893902

13. E-mail Address for communication **संचार हेतू ई. मेल पता**: Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुछेद-21**: e-BID INSTRUCTION** ई बिड के अनुदेश:

a) To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their

firms registered with E–Procurement portal http://www.grse.in/etender or http://eprocuregrse.co.in

b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link http://www.cca.gov.in.

c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.

e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.

f) Bids can be submitted only during validity of registration of bidder with GRSE e–Procurement portal.

g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.

h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i) **AMENDMENT OF TENDER DOCUMENT**

i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.

ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.

iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 22 अनुछेद-22**: BID REJECTION CRITERIA** बिड अस्वीकृति के मापदंड:

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

a) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
d) Bid received without qualification documents, where required as per the tender.
e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
g) Bid Security Declaration form not submitted as per format enclosed within time.
h) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
i) Bidder not agreeing for furnishing of the required Security Deposit (SD).
j) Bidder not submitting Integrity Pact as per requirement of the tender.
k) Bidder submitted false/incorrect documents etc.

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

i. Security Deposit प्रतिभूति जमा -

a) One-time amount of Rs. 25,000.00 (Rs. Twenty-Five Thousand only) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.Ds/Bank Guarantees (in case of BG- with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of released order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

(b) If SD is to be submitted in the form of BG then the same should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.

NOTE: B.G. receipt date (date of receipt of hard copy B.G. by dealing officer of Commercial Dept/ordering dept) is to recorded in a register with B.G. no, PO no & banker name. Envelope is to be retained with the B.G. for sending to Finance.

(c) S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit. Vendor is to apply through GRSE Ordering Dept. for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited. Security Deposit shall be released on completion of Rate Contract Tenure subject to satisfactory execution of entrusted jobs through LOA / PO against the Rate Contract.

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

Work done certificate will be prepared by Service Provider/Bidder/Contractor and shall be placed before SM(CP&CC) or his authorized representative for upgradation work and for operation job (as per prescribed format) after completion of job on actual volume of job executed based on clear inspection report signed by Inspection Authority as detailed in SOTR through OBPS. W.D.C. will be signed at the end of the month based on attended report of the deputed personnel, 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 [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii. Bill Submission बिल प्रस्तुति:

Bill to be raised through OBPS portal after WDC certification.

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

iv. Payment Terms भुगतान की शर्तें:

(a) 100% of bill amount certified after completion of job in all respect will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by respective authority as stated in SOTR.
(b) Payment will be made on actual certification basis through ECS/NEFT mode.
Note: (i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice.
(ii) All Vendors having turnover below Rs. 5 Crore are also to submit E- Invoice/digitally signed. invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice).
(iii) Invoice in hard copy is not desirable.
(iv) Gate in entry date will be treated as gate stamped date.
(v) Work Done/Completion certifying authority must be at least at the level of Dy. Manager.

v. Bill certifying authority: GM (B&TD, CC, NPD)/DGM(CC)/Authorized officers of CC dept.

vi. Liquidated Damages (**निर्णीत हर्जाना**)

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

vii. Risk Purchase (जोखिम खरीद):

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

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

viii. Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व) and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 1 Month in advance with proper justification duly endorsed by Engineer In-charge / YM dept. of GRSE.

ix. FIRE & SAFETY PRECAUTIONS (अग्नि एवं संरक्षा सावधानियाँ):

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

ARTICLE 24 अनुछेद-24**: SUBMISSION OF BID** बिड की पेशी:

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno- Commercial offer.

2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 25 अनुछेद-25**: PRE-BID MEETING** बोली-पूर्ब बैठक: NA

Anukaran J. Kandir
SR. MGR. (Contract)
Garden Reach Shipbuilders & Engineers Ltd.
GRSE Ltd., 61 Park Unit,
61, Garden Reach Road, Kolkata-700024
(Cont. no. 9163361808)

ANNEXURE – 1

GRSE Ltd. **Dept : B&TD,CC&NPD**	**HIRING OF PHOTOGRAPHY & VIDEOGRAPHY SERVICES**	SOR No. B&TD,CC,NPD/CC/Photography-Videography/2026-27 Date:10 Jul 26
Yard No. : NA		Rev : 00
Group : NA		Sheet 0 of 0
Inspection : NA	Prepared By: T KARMAKAR, DGM-CC Date: 10.07.26	Checked & Approved By: Date: GM-CC

SOTR for hiring of Photography & Videography services

1. The offers are invited from reputed experienced Company/Studio/Agency towards empanelment for providing of photography/ videography services as per the Terms and Conditions mentioned in response to the **open tender published** thus**.**

Job	Description
	Empanelment of Agencies for Photography/ Videography with rate contract for 02 years

2. **L1 bidder shall be determined based on the total sum of price for each line item.**

3. **GRSE reserves the right to empanel maximum five Agencies/Studios to meet its requirement. Price negotiations shall be carried out with bidder declared L1 by GRSE.**

4. L2, L3, L4 & L5 bidders shall be called for matching their quoted rates as per the lowest rate quoted by L1/ final negotiated rates with L1 against each line item. In case of non-acceptance of the lowest rates among L2, L3, L4 & L5 bidders, opportunity will be given to the next lowest bidders as applicable.

5. Empanelment shall be initially valid for 02 years which can be extended for one subsequent year till completion of the 3rd year at the same rate and same terms and conditions based on written mutual agreement with the parties.

6. Details of particulars mentioned in Annexure I, II and III of this NIT are to be duly signed by the signing authority of the bidder and submitted failing which the bid stands to be rejected.

7. **In case Bidders need any clarification regarding any clause or stipulation in the tender document, they may address their query to Karmakar.Tinku@grse.co.in. All such queries shall be addressed by Sh T Karmakar, DGM (CC).**

Enclosures to this SOTR:

Annexure I : Technical specification and scope of work, Annexure II: Qualifying Criterion, Annexure III: Commercial Terms And Conditions, Annexure IV : Price bid

Annexure I

TECHNICAL SPECIFICATION AND SCOPE OF WORK

(**You are requested to read the conditions carefully and sign on all the pages without which the bid is liable to be rejected)**

1. **Scope of Work**. The scope of work for the bidder is elucidated in succeeding paragraphs.

2. **Deputation of Photographer/Videographers**. Bidder should be able to depute qualified personnel for various photography/videography assignments as per instructions from GRSE with all required accessories such as cameras, lenses, batteries, flash, USB card, tripod etc.

3. **Minimum Specifications of Equipment**. Minimum Specifications shall be as follows:-

(a) Still Photography Camera: High-end digital camera at least 20 megapixel or above. Deliverables should be edited raw Jpeg for CMYK and low res jpeg for web and decimation purposes (1-2mb). Embedded images should be preferred.

(b) Videography camera: High-end digital camera which can produce HD/ 4K clippings. Experience and infrastructure, of live streaming, on spot editing, should be preferred. Drone and gimbal facility should be a bonus. On spot clip transfer would be required

4. **Criteria for Photographer/ Videographer to be Deputed**. Excellent Aesthetic Sense, Technical Skills and related knowledge of still photography/videography including Knowledge of Lenses (Wide, Zoom, Tele, Macro, Fisheye), Shutter Functions, Aperture Functions, Photographing in Available Light, Use of Bounce & Reflected Lights, Group Photos & Arrangements, Close Up photography, Use of Colour Filters, lenses and effects, Knowhow of natural and artificial lights and appropriate Flash usage, Photographing a Subject with Different Lenses etc. Knowledge of Photoshop, Photo Tools & Lighting, Photo Corrections, etc with Accessories and Techniques would be required as per assignment.

Sl No	Item Description	Unit
1	**Passport size photo** (including 3.5 x 3.5 cm, 3.5 x 4.5 cm as per visa specification) a) Urgent delivery with matt finish (within 4 Hrs) b) Urgent delivery with glossy finish (within 4 Hrs) c) Normal Delivery with Mat finish (24 hrs) d) Normal Delivery with glossy finish (24 hrs)	Set of 8 photos
2	**Photo for Visa** (As per the requirement) a) Urgent delivery with matt finish (within 4 Hrs) b) Urgent delivery with glossy finish (within 4 Hrs) c) Normal Delivery with Mat finish (24 hrs) d) Normal Delivery with glossy finish (24 hrs)	Set of 8 photos
3	Photograph printing and supply (Normal/Inkjet/Industrial and functional) delivery within 24 hrs a) 4”x6” b) 5”x7” c) 6”x8” d) 8”x10” e) 8”x12”	Per copy
4	**VVIP** Album (as per sample shown by GRSE/Starmark VVIP big size auto stick album) - delivery within 24 hrs (In case of emergency within same day of the event) a) Album size: 14”x11” b) Album size: 7”x5” c) Album size: 4”x6”	Per album
5	CD or DVD set of photos/ Videos – delivery within 24 hrs for still photos and 48 hrs for videos	a) Per CD b) Per DVD
6	Photo Framing and mounting (golden/Brown high standard frame /others colours), delivery within 03 days: - (Reference: Lion India) a) Frame size: 8”x12” b) Frame size: 5”x7” c) Frame size: 4”x6”	Per frame
7	Assignment charges a) Still	a) Per 4 hrs

	b) Video c) Drone Photography/ Videography Assignment within normal GRSE Office hours (8.30 AM to 5.30 PM) and as special requirement out of the office hours)	b) Per 8 hrs c) Per hr beyond 8 hrs
8	Editing of Videography and supply within 48 hrs from event/ shooting	Per event

5. **<u>Response Time</u>**. In a normal case, adequate time/ notice period (48 hrs) shall be given prior to all assignments. **However, there may be instances when photographer and/or videographer may be required to report at a short notice period of 2-4 hrs**.

6. In case of photography, soft copy of the event should be downloaded and supplied / mailed as per the requirement of GRSE. CD/DVD of Still and Video of the event along with special album (as per GRSE instruction) should be delivered the next day (or earlier, if so desired). The archive must be maintained by the agency on the basis of date and event which can be delivered to GRSE on requirement basis.

7. **<u>Local Transportation</u>**. GRSE will not reimburse any local transportation expenses for coverage within Kolkata.

8. **<u>Bill Submission and Payments</u>**. All bills relating to the work done in a particular issue/event/visit for a month are to be submitted within first week of the following month. NEFT Payment shall be released within 01 month after submission of bills and certification by concerned officer of GRSE.

9. **<u>Termination of Empanelment</u>**. In case GRSE is not fully satisfied with the services (such as quality of work and response time etc.), empanelment of the agency can be terminated at any time during the period of empanelment, without giving any reasons thereof.

<u>10) Format for submitting details as part of Technical Bid (with all relevant documents)</u>

i) Name of the Bidder

ii) Address for communication

a. Postal Address -
b. Mobile no/s. -
c. Telephone nos -
d. Email -
e. Website address (if any) -

iii) Contact Persons 1 & 2

a. Name -
b. Designation -
c. Contact No -

iv) Experience in no. of years:

v) ITR of the firm/proprietorship for last 03 years to be submitted

vi) PAN Card No. & GST No. (both copies to be attached)

vii) RTGS form to be filled & submitted

viii) Details of Infrastructure {equipment/editing software/manpower etc (attach company profile, if any)}

ix) Names of organization/s worked for (last three years) please attach supporting documents in this regard.

x) List of Enclosures as sought in NIT

A. We hereby confirm that the information given by us is true to the best of our knowledge and have no objections if the same is verified by GRSE.

B. It is clearly understood that GRSE reserves the right to decide whether or not to consider the vendor for potential business association.

Signature of the authorized signatory with seal

Name:
Designation:

- **Bid Document is non-transferable.**

ANNEXURE II

ELIGIBILITY/ QUALIFICATION CRITERION

Bidders are required to meet the following criteria for submitting the offer against the bid, otherwise their offer will not be considered for further processing:-

1.1 Experience of similar work during last 2 years (P.O. copy of PSUs/ reputed corporate to be enclosed).

1.2 Vendor to submit Article of Association/Status of the firm.

2. Bidders should have provided services to at least one reputed PSU/MNC/Corporate based in Kolkata in the last two financial (not applicable to start ups). A duly signed and stamped letter to this effect from the company where bidder rendered his services would be considered as proof. Herein called after as **PSU/MNC/Corporate Experience** for evaluation purpose.

3. Bidder should have experience of professional handing of Industrial photography coverage of **all** the following events namely conferences, meetings, visits of VIPs, cultural functions, sport meets, site-visits. A duly signed and stamped letter to this effect from the Company where bidder has rendered his services would be considered as proof. Herein called after as **Professional Experience** for Evaluation purpose.

4. **Bidder should have the full office set up within Kolkata otherwise their bid shall not be considered.**

5. **A self-certification from the bidder enumerating the camera equipment present** with the vendor and the operational condition of the equipment, would be considered proof Herein called after as **Equipment** for evaluation purpose. GRSE representatives may inspect the same if felt needful.

6. Suitable infrastructure like adequate computers (Desktop and laptop) with relevant software like adobe Corel / Photoshop and trained / qualified manpower. A self-certification from the bidder enumerating the same with relevant documents would be considered as proof. GRSE representatives may inspect the same if felt needful.

7. A Certificate of ownership and duly attested by the Chartered Accountant be

submitted in the technical bid separately as a proof of ownership. Herein called after **Ownership certificate.**

8. The bidders must submit last (03) three financial year's IT Return statement. A letter to this effect duly attested by the Chartered Accountant to be submitted in the technical bid separately as a proof. Herein called after as **Financial Stability** for Evaluation purpose.
9. The performance of the empanelled parties shall be reviewed on completion of one year on the basis of the output and performance delivered by them. In case of non-performance, the vendor/party is liable to be de-empanelled. Poor or unsatisfactory performance may lead to the vendor/party being penalized as deemed appropriate by GRSE on case-to-case basis.

ANNEXURE III

10. **Delivery:**
Job has to be strictly executed as per instruction of GRSE. Still photos has to be delivered within 24 hrs and videos has to be submitted within 48 hrs from the completion time of event.

12. Inspection:

GRSE may inspect the agency with or without prior notification at any point of time as a test case.

COMPANY SEAL :

COMPANY NAME, ADDRESS:

SIGNATURE……

FAX/PHONE NO.

NAME……

DESIGNATION……

ANNEXURE IV

PRICE BID FORMAT

Sl No	Item Description	Unit
1	**Passport size photo** (including 3.5 x 3.5 cm, 3.5 x 4.5 cm as per visa specification) a. Urgent delivery with matt finish (within 4 Hrs) b. Urgent delivery with glossy finish (within 4 Hrs) c. Normal Delivery with Mat finish (24 hrs) d. Normal Delivery with glossy finish (24 hrs)	Set of 8 photos
2	**Photo for Visa** (As per the requirement) a. Urgent delivery with matt finish (within 4 Hrs) b. Urgent delivery with glossy finish (within 4 Hrs) c. Normal Delivery with Mat finish (24 hrs) d. Normal Delivery with glossy finish (24 hrs)	Set of 8 photos
3	Photograph printing and supply (Normal/Inkjet/Industrial and functional) delivery within 24 hrs a. 4”x6” b. 5”x7” c. 6”x8” d. 8”x10” e. 8”x12”	Per copy
4	**VVIP** Album (as per sample shown by GRSE/Starmark VVIP big size auto stick album) - delivery within 24 hrs (In case of emergency within same day of the event) a. Album size: 14”x11” b. Album size: 7”x5” c. Album size: 4”x6”	Per album
5	CD or DVD set of photos/ Videos – delivery within 24 hrs for still photos and 48 hrs for videos	A. Per CD B. Per DVD
6	Photo Framing and mounting (golden/Brown high standard frame /others colours), delivery within 03 days :- (Reference : Lion India) a. Frame size: 8”x12” b. Frame size: 5”x7” c. Frame size: 4”x6”	Per frame
7	Assignment charges a. Still b. Video c. Drone Photography/ Videography Assignment within normal GRSE Office hours (8.30 AM to 5.30 PM) and as special requirement out of the office hours)	a. Per 4 hrs b. Per 8 hrs c.Per hr beyond 8 hrs
8	Editing of Videography and supply within 48 hrs from event/ shooting	Per event

Note: Participation in the part line items instead of all line items shall be also considered.

Annexure - 2

STANDARD TERMS & CONDITIONS (STAC)
मानक निबंधन और शर्तें (एसटीएसी)

(1) **Integrity Pact समग्रताअनुबंध : Not applicable**

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

a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.

b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.

c) Following facilities/benefits may be given to MSEs: -
   (i) Exemption for payment of Tender Fee & Earnest Money Deposit.

However, this is subject to tendered criteria for the job and at discretion of GRSE.

d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.

(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.

(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.

(iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.

e) Non-Divisibility of Tender Items: - In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.

f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.

g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
(i) For proprietary MSE, proprietor(s) shall be SC/ST.
(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

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

x. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

xi. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.

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

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

i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.

ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.

iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD.To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format. / with Technical bid (Part-I).

iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.

v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

vi. Refund of Earnest Money Deposits

a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.

b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.

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

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की 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 30** hereinafter.

c. The successful bidder fails within the specifies time limit to:

1. Acknowledge the LOA/Order
2. Furnish the required Security Deposit
3. Non-performance of the contract by the Contractor

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

i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance/receipt of LOA or PO/as

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

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

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

(6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन): -**

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

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

(7) **GST REGISTRATION (जी एस टी पंजीकरण):** - The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.

(8) **GUARANTEE PERIOD (गारंटी अवधि):**

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

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

(9) **PRICE (मूल्य):**

A. For Tender in NIC Portal:

a) Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. For break-up of prices, GRSE may attach excel sheet with the html format

price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

B. <u>For Tender in GeM Portal</u>:

a) **Price bid needs to be filled up (with GST as specified in NIT) only through GeM portal for the total job as per SOTR criteria. .**

b) The Bidder may have **to upload the breakup of their quoted price in line with BOQ/ Price breakup template (enclosed with bid document), as specified in NIT, along with their price offer in GeM portal.**

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

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

(10) **<u>QUANTITY VARIATION</u>:** Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions up to variation (+25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

This will be as per SOTR/NIT terms.

(11) **<u>UNREASONABLE QUOTESअतर्कसंगत भाव</u> –**

A. <u>For Job Contract:</u>

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

ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. For Manpower Contract:

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

ii) In case the quoted price of the L1 bidder is found unreasonably low i.e does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

(12) **JOINT VENTURE:**

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

i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.

ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.

iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.

iv) Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.

v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.

vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of

its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.
vii) If selected, PO would be issued in favour of the JV.

(13) **CONSORTIUM:**

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

i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.

ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.

iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.

iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.

v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.

vi) If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability

of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.

vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.

viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.

ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.

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

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

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

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

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

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

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

(15) **EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री) : -** Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

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

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

(18) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES:**
The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149

(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

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

(19) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

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

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

(21) **GUARANTEE FOR RAW MATERIAL:** This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.

a) Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.

b) Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

c) Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

d) During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.

e) For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

(22) **INSURANCE (बीमा): -** In case the sub-contracted job has to be executed at contractor's premises, the Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to following:

(i) Fire as per AIFT including EQ, STFI at Contractors premises.
(ii) Burglary including theft during Storage at Contractors premises.
(iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
(iv) Loading & unloading including TP liability at all fabricator's premises.
(v) Loss due to infidelity of contractors whilst in storage.
(vi) Spoilage of material by contractors by any accidental reasons whatsoever.

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

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

(23) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS: -**

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

(24) **WORKING HOURS:**

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

Working hours as mentioned in SOTR terms to be taken into account for this tendered job.

(25) **INDIVIDUALITY OF THE CONTRACT**:

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.

(26) **SECRECY OF INFORMATION: -**

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

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

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

(27) **REGISTRATION OF NEW VENDOR:**

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

(28) **CONTRACT WORKMAN WAGE PAYMENT: -**

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.

(29) **POLICE VERIFICATION OF CONTRACT LABOURS:-** Police Verification Report of character antecedents duly verified by DIB in respect of all employees of contractors/Sub-contractors for operating in GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes. Details in Appendix-'D' of Annexure-14 enclosed with NIT.

(30) **CONTRACT LABOUR (Regulation & Abolition) ACT 1970 and CONTRACT LABOUR (R & A) Rules 1971 :-** All statutory obligations as per the Act/Rules, including ESI, PF, Contract Labour License etc under this Act will have to be complied with failing which deductions as applicable or termination of the contract may be affected.

The contractor will be required to submit current Contract Labour License under the Act/Rules for work as per this contract.

STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES - AS DETAILED IN APPENDIX-A AND APPENDIX-B of as attached with NIT document.

(31) **INSPECTION: -**

(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.

(32) **CORRECTION OF ERRORS:**

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

(i) For manual tendering: -

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

(ii) For tendering through NIC Portal: -

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

(iii) For tendering through GeM Portal: -

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

(33) **FORCE MAJEURE:**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be

held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

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

(34) **TERMINATION OF CONTRACT:** 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.

(35) **DAMAGE OF MATERIALS / EQUIPMENTS:** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

(36) **OFFICE & STORAGE SPACE:** 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.

(37) **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.

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

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

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

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

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

1. For any discrepancy between NIT (Notice Inviting Tender)/SOTR and STAC, NIT/SOTR 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.

ANNEXURE - 4

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

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

Details of Executed relevant jobs:

Sl. No	Description of Executed relevant jobs	Order No. & Date *(Supporting soft or, hard copy to be submitted)*	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 *(Supporting soft or, hard copy to be submitted)*
1								
2								
3								
4								
5								

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:

ANNEXURE-5

Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date: DD/MM/YYYY

Bidder's Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

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

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE/NSIC document.

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

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

(b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 21 (i) of tender.

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

[*Insert signature of authorized representative*]

_____

[*Insert legal capacity of the person signing the declaration*]

[*Insert complete name of person signing the declaration*]

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

Date: DD/MM/YYYY

[*Put corporate seal as appropriate*]

ANNEXURE – 6

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

A. Name of the Bidder: Date:

B. Job Description:

C. Tender/Bid Reference:

Dear Sir,

1. I / We, Proprietor / Partner(s) / Director(s) of M/s. ..... hereby declare that our firm / company namely M/s. ..... have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **30-Jun-2026** from taking part in Government tenders.

   OR

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

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

   Signature .....
   Name .....
   Designation: .....
   Name & address of the firm: .....
   Date: Signature of Bidder
   with Seal

ANNEXURE - 11

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

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

A.1 BTN (as per BTS System): -

A.2 Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)

A.3 PO Number

A.4 Name of Vendor

A.5 Location of work: MW / RBD/ FOJ/ TU / 61Park/Vendor's premises

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

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Signature of Vendor's representative
with Seal/Stamp

For GRSE Use Only

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

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Signature of GRSE Bill Certifying Authority
with Designation