GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
भारत सरकार का उपक्रम
61, Garden Reach Road, Kolkata-700 024
61, गार्डन रीच रोड, कोलकाता-700-
Phone दूरभाष: (033) 2469-8100 to 8113 Extn. विस्तार:325 , FAX फैक्स: (033) 2469 3002
Web site वेब: www.grse.in
CIN सी.आई.एन: L35111WB1934GOI007361

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:	SCO/AS/OT(W)/RETROFITTING WORK/FOJ/15/ET-3331 Date: 22.09.2025
Job Title कार्य का नाम:	**CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GRSE FOJ UNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE LAW SHOP IN GRSE FOJ UNIT.** [to be executed as per SOTR FOJ/CIVIL&MS/RETROFITTING WORK/FOJ/SOTR/21]
Tender issuing Dept. निर्गम कर्ता शाखा:	Contract Cell संविदा विभाग (GRSE Main)

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES तारीखवार सूची अनुसूची

SCHEDULE सारणी		
Pre-Bid Meeting (if applicable) पूर्व-बोली बैठक (यदि लागू हो)	03-10-2025	11:00 Hrs. At GRSE (FOJ Unit). (Bidders intended to attend pre-bid meeting to inform 24 hours prior to scheduled date)
Tender Due Date निविदा जमा करने की अंतिम तिथि	13-10-2025	12:30 Hrs.
Tender Opening Date (Part I) निविदा खोलने की तिथि	13-10-2025	14:30 Hrs.
Offer Validity Period minimum ऑफर की निर्धारित वैधता अवधि	90 Days from Tender due date	

ARTICLE 2 अनुच्छेद-2: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की वाणिज्यिक आवश्यकता

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदादस्तावेज शुल्क (क्लॉज के संदर्भ में उपयुक्त)	INR 500 (Rupees Five Hundred only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC)	INR 36,000/- (Rupees Thirty-Six Thousand Only)

अमानत राशि जमा (टेण्डर के परिशिष्ट 04 में उल्लेख)	
Security Deposit (SD)/ सिक्योरिटी	5% of Order Value (incl. GST)
पी.बी.जी. पी बी जी	10% of Order Value (incl. GST)
Liquidated Damages लिक्विडेटेड डैमेजेस	½ % per week max. 5 % of unexecuted job
Billing Frequency बिल करने की आवृत्ति	Monthly Running Bill basis (until completion)
Evaluation of L1 बोली का मूल्यांकन	L1 bidder will be decided in totality.

1. **Attending Pre-Bid meeting and site visit is mandatory for participation against this tender as per SOTR. Any bid received from any vendor who has not attended pre-bid meeting and/or did not visit the site will not be considered for processing of the tender. For pre-bid meeting, please contact Mr. Anjan Kumar Ghosh, SM (Civil), Mob: 7653039448, email: Ghosh.AnjanKumar@gmrgs.co.in.**
2. 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 this 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.
3. 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 अनुच्छेद 3 ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 अनुबंध-1	Statement of Technical Requirement (SOTR) (attached with this NIT)
Annexure 2 अनुबंध-2	GRSE Standard Terms and Conditions (STAC) (attached with this NIT)
Annexure 3 अनुबंध-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 अनुबंध-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 अनुबंध-5	Format for Self-certification for not having blacklisted /not received any tender holiday (attached with NIT)
Annexure 6 अनुबंध-6	Format for Bid Security Declaration (attached with NIT)
Annexure 7 अनुबंध-7	Confirmation by Bidder and checklist for bid submission (attached with NIT)
Annexure 8 अनुबंध-8	Format for - Integrity Pact (attached with NIT) To be submitted in non-Judicial stamp paper of value not less than Rs.100/- Detail as per STC and NIT TERM

Annexure 9 अनुबंध-9	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)
Annexure 10 अनुबंध-10	Penalty for non-cleaning of work area post job completion.
Annexure 11 अनुबंध-11	payment for utilization of portable ACs by vendors
Annexure 12 अनुबंध-12	ISD Format for Security Deposit
Annexure 13 अनुबंध-13	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 अनुबंध-14	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 अनुबंध-15	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 अनुबंध-16	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17 अनुबंध-17	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 18 अनुबंध-18	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 19 अनुबंध-19	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) **(BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)**
Annexure 20 अनुबंध-20	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 21 अनुबंध-21	Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE 4 अनुच्छेद-4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज:

	Self-Attested documents are to be scanned and uploaded with Part I of bid **बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वयं सत्यापित दस्तावेज**	
1	DD/ BG towards EMD or MSE (UDYAM)/NSIC certificate and Bid security declaration (**as per Annexure - 6**) to get exemption towards EMD	Yes
2	If MSE/NSIC firm, confirmation for **whether SC/ST, and Women entrepreneur** with documentary evidence to be submitted	Yes
3	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format **Annexure - 3** along with documentary evidences	Yes
4	Documents meeting the Financial Eligibility Criteria to be submitted with filled in format **Annexure - 4** along with documentary evidences	N.A
4	Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at **Annexure - 5**	Yes
5	Audited / Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar, 2025.	N.A
6	Format for Bid Security Declaration (**Annexure - 6**)	Yes
7	Checklist for bid submission at (**Annexure - 7**) in Company's letterhead	Yes
9	PAN, TAN, GST, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, PF, ESI registration certificates etc.	Yes
10	**Integrity Pact** (refer clause 1 of STAC at Annexure-5 and Integrity Pact format attached) – **Annexure-8 of NIT.**	N.A
11	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

12	Confirmation of TReDS registration number for invoice discounting system in case of MSME company	Yes

A. In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.

Ink Signed hard copies of all above documents to be submitted within 07 days of opening of Bid

ARTICLE 5 अनुच्छेद-5: **DOCUMENTS IN PHYSICAL FORM TO SUBMIT** दस्तावेज़ प्रपत्र में प्रस्तुत 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
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of **Ms. Debalina Chowdhury, AM(Contract), Contract Cell, GRSE 01Park Unit, 3rd Floor (North Block of the building), Garden Reach Road, Kolkata 700 024** within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.	

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

(a) **Job Starting Date** कार्य प्रारंभ तिथि: Job must be started immediately after receipt of LOI/ PO whichever is earlier.

(b) **Job Completion date** कार्य पूर्णता तिथि: Total 90 (Ninety) days from the date of issue of LOI or signing of contract agreement whichever is earlier.

(c) **Place of Work:** GRSE FOU Unit.

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

'CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GRSE FOU UNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE L&W SHOP IN GRSE FOU UNIT' has to be carried out strictly as per SOTR ES&CM/AKG/RETROFITTING WORK /FOU/SOTR/01 enclosed herewith as Annexure - I.

In case of any doubt, instructions of the Officers of ES&CM Dept. is to be followed.

ARTICLE 8 अनुच्छेद-8: **GURANTEE & WARRANTEE** गारंटी एवं वारंटी:

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

ARTICLE 9 अनुच्छेद-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.

ARTICLE 10 अनुच्छेद-10: **ESCALATION** मूल्य वृद्धि: Not Applicable

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अनुचित भाव:

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

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

(c) If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 01 year.

ARTICLE 12 अनुच्छेद-12: OFFER VALIDITY भाव/ की वैधता:

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 अनुच्छेद-13: CONDITIONAL OFFER सशर्त भाव:

Conditional offers w.r.t. GCTR 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 अनुच्छेद-14: DETERMINATION OF L1 एल-1 की पहचान:

L1 bidder / rates will be decided on **TOTALITY basis**.

The bidder declared as L1 upon conclusion of the Reverse Auction shall submit an item wise price break up within 02 working days from the date of Reverse Auction.

ARTICLE 15 अनुच्छेद-15: BOQ बीओक्यू:

The quantity mentioned in BOQ (attached as Annexure A) may vary according to actual requirement of job during the period of contract. BOQ with item quantities for construction as part of GCTR are given in the tender is tentative. The quantities set out in the BOQ of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.

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.

All bidders shall quote against all the items of BOQs, otherwise, their bid would be considered as Incomplete Bid and shall be liable for rejection.

ARTICLE 16 अनुच्छेद-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 further processing.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूक्ष्म एवं लघु उद्यम:

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 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER एकाधिक बिडर को जॉब दिया जाना: NA

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मानदंड:

A. **Technical Eligibility Criteria तकनीकी मानदंड** – As per SOTR clause 21.1.
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.

B. **Financial Eligibility Criteria वित्तीय मानदंड** – Not applicable for this tender.

C. 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 31.08.2023. 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.

[Documents mentioned in above clauses to be submitted with Techno-commercial (Part-I) bid without which submitted offer will not be considered for processing of tender]

ARTICLE 20 अनुच्छेद-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 conditions 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. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

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

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

9. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.

10. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.

11. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.

12. 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.

13. Difficulty in submitting the bid:

    Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from Mr. Anjan Kumar Ghosh, SM (Civil) e-mail: GhoshAnjanKumar@grse.co.in [Contact no: 7003030445] prior to submission of offer.

    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 24682302.

14. E-mail Address for communication: वेंडर ई-मेल पता: Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुच्छेद-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.gras.in/eprocr or http://eprocurecpp.nic.in/

(b) It is mandatory for all bidders to have class – II 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-I (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 recognized.

(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**

(a) 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.

(b) 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.

(c) 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 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मानदंड:

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 this 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 fake/incorrect documents etc.

(l) **Conflict of Interest:** The Contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the POs as soon as practicable after it becomes aware of that conflict. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified as per stipulation and guideline provided by GOI.

ARTICLE 23 : **POST AWARD APPLICABLE CLAUSES**

I. **Security Deposit :**

(a) An amount equivalent to 5% (percent) of the total contract value (inclusive of GST) 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 release order. 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.

(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 wording 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 be 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 PIL/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 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 (प्रमाणपत्र के लिए) –

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

Any penalty/deductions required for the period of service has to be included in W.D.C.

WDC is to be submitted by the vendor in DBPS portal.

W.D.C. certifying authority: SM (ES&DM) / AGM (ES&DM) / nominated officer of ES&DM dept. GRSE.

iii. **Bill Submission** बिल प्रस्तुति:

Bill to be raised through DBPS 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) The contractor shall submit the RA bills in triplicate along with all necessary/ required supporting documents, measurement sheet etc.

(b) 90% (Ninety percent) of the value of actual work done will be paid progressively against RA bill at a frequency of once every month during construction. The amount paid at every month shall be evaluated on the basis of actual completed works done during the previous month, against the BOQ item and Unit Rates, on certification of quantum and quality of work by Engineer/Engineer's Representative.

(c) Balance 10% (Ten percent) bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by the bill approving authority or be paid against submission of performance Bank guarantee.

(d) 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 acceptable.

(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:** The bill is to be certified by SM (ES&DM) / AGM (ES&DM)

vi. **Liquidated Damages (निर्धारित 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 (निर्धारित समयावधि 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 (आग एवं सेफ्टी 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 guidelines and the same will be deducted from the bill/s/ bill.

x. **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 8394 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 8473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrester	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1988 (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.

i. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रत्येक किसी भी परिस्थिति में अमान्य. However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/concerned project head of GRSE, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.

ii. **Relationship between the Parties:** - Nothing in this NIT/POs constitute/shall constitute any fiduciary relationship between GRSE and the Contractor or any relationship of employer-employee, principal and agent or partnership between GRSE and the Contractor. No party shall bind the other party in any manner whatsoever except as agreed under the NIT and POs to be issued.
GRSE has no obligation to the Contractor except as agreed under the terms of NIT.

iii. **Survival**
The provisions of NIT in relation to Confidential Information, Non-Disclosure, Intellectual Property Rights and Ownership shall survive the expiry or termination of the Purchase order.

iv. **Entire Contract**
The terms and conditions laid down in the NIT and all the annexure and appendices shall be read and construed in conjunction with the POs and shall form integral part of the POs to be issued to the successful bidder.

v. **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. Technical information, 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 GRSE. In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damages/ any other claim whatsoever preferred by anybody to GRSE in this respect.
Declaration on secrecy of information (as per GRSE format) may require to be submitted for deployed DSO by the Contractor along with NDA as per requirement of GRSE.

vi. **Cyber Security Secrecy**
The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials compiled or prepared in course of its rendering services under the POs secret and confidential and shall give a declaration indemnifying GRSE against

all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of breach or default by divulging Confidential Information to any other person or party those which will be acquired by the Contractor during operation and/or implementation of the POs.

vii. **No Assignment:** - The Contractor shall not be entitled to transfer any right, benefit or obligation of the PO without prior approval of GRSE.

viii. **Conflict of Interest:-** The contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the Pos as soon as practicable after it becomes aware of the conflict.

ix. **Amalgamation / Demerger:** -The shall not after issue of Pos and during subsistence of Pos, transfer any of its undertaking / business nor make any arrangement for merger, amalgamation / demerger without prior written consent of GRSE.

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

(a) Installation of New AC Machines.

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

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

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

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

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

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

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

(b) Usage of Existing AC Machine

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

(ii) Charges toward electrical bills will be on monthly fixed rate basis @ 650.00 per month (for below five stars rating) and ₹ 700.00 per month (for five stars rating) irrespective of utilization / restriction of utilization.

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

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

ARTICLE 24 अनुच्छेद-24: SUBMISSION OF BID बिड की पेशी

(a) 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.

(b) 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.

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

(d) Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/GOTN/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 अनुच्छेद-25: PRE-BID MEETING पूर्व-बोली मिलन: A pre-bid meeting will be held on 21.09.2026 at 11:30 am at Civil Dept, PDJ. to discuss the detail Scope of Work of the Tender/ clarifying the queries of the bidders, if any. Vendors interested to participate in Pre-bid meeting should inform Mr. Anjan Kumar Ghosh, SM (Civil) e-mail: Ghosh.Anjan@grse.gov.in (Contact no: 7003039448) 48 hours before scheduled date of Pre-Bid Meeting.

Archana Sharma
SR. MGR. (Contract)
Garden Reach Shipbuilders & Engineers Ltd.
GRSE Ltd., 61 Park Unit,
61, Garden Reach Road, Kolkata-700024
(Cont. no. 9163381668)

	CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GREC 70 JUNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE J.W.S.HQ IN ARSF BN UNIT	DOC NO: CC&P/WKS/CIVIL/TECH/ITTH/O WORK/PQ/ADDITION Sheet 01 to 15
Yard No. : AA		Rev : 01
Model : [illegible]		
Inspection: CPSE [illegible]	Prepared by: ARCHITECT SIGNATURE Date: 21.03.2024	Checked by: Asst. [illegible]

[illegible]

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1. GENERAL

The detailed technical requirements provide a general guideline for carrying out the construction of works. The specifications of work required to be executed for successful implementation of the project are indicated. All items are required to be executed in accordance with the following specifications / standards:

a) Specification mean the latest PWD schedule, With Bangalore relevant corrigendum issued from time to time.

b) Relevant Indian Standard Codes.

1. DETAIL SCOPE OF WORK

Scope includes "full scope for CIVIL WORKS AND ARCHITECTURAL AND PAINTING WORKS OF PROJECT BUILDINGS IN ORSE FDI UNIT AND ESW.

WORKS FOR NEWSHOF OFFICE AND STORE ROOM INSIDE LAW SHOP IN ORSE FDI UNIT

In accordance with the following specifications/standards, action work shall be executed as per the work detail specifications.

a. DETAILED SCOPE OF WORK:-

I. Excavation of foundation trenches of the above civil work.
Transportation of excavated soil from construction site to the location of disposal as per the instructions of the Architect/s.

II. Supply of all material required with all necessary labours & tools and also conveyance of cement, steel, bricks etc per the approved drawing

- Manufacturer Brand for ACC/ABC/ DALMIA/ JK/ BIRLA/ ULTRATECH/ etc etc. Investigate Comparison

- All items should of standard make such as Reliable/ Godrej/ Hafele/ESCO/Equivalent with agreement

III. All equipments and machinery including consumables necessary for the construction activities. Electricity and Water arranged by the contractor.

IV. Dismantling of any structures unnecessary including shifting or scrapping the materials above Scrap yard of ORSE and removal of debris outside ORSE premises as Directed.

v. Once after job is successfully completion of work.

vi. Site Clearance to be taken from the owner of site.

vii. Entire work shall be executed as per the attached layout drawings and bill of quantities (BOQ) with specification etc.

The work is considered to be executed as per the agreed provision. Small missing/ changes is required for the execution of work as given by the Contractor without any extra cost. During execution of the job, the Contractor may contact Govt. Electrical Dept. for any clarifications if required.

x. **GENERAL REQUIREMENTS**

i. The Contractor shall carry out detail survey on site for finalization of extent of work.

ii. Preparation of coordination drawing of Electrical & Civil work.

iii. The Contractor will be responsible for overall site management and coordination of sub-activities within the boundary of the work as necessary to ensure the adequacy, mobility and safety of the work and at public access etc. The coordination shall require planning the work in coordination with ongoing works or activities of CPWD, other contractors working at site and other agencies.

iv. The contractor shall take all necessary permissions from concern dept. of Govt. / Statutory Bodies for electrical connection in line with prevailing rules in CPWD.

v. The contractor shall take all cross dummy measurements in consultation with Concerned Dept. while working at site.

vi. The submission of and comments/acceptance by the Engineer of such shall, wherever necessary, be in writing. CPWD shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

vii. Attention is also invited to the Factories Act, 1987 (as per latest amendment) and accordingly the Contractor shall have maximum measures for controlling dust & sound pollution. Further, the Contractor shall arrange to restrict working in extended hours & also during festival/religious/night to complete the work.

xi. **BRIEF SCOPE SUPPLY**

a. **ELECTRICITY**

i. [illegible] provide electrical power supply wire point / outlook location near construction area site at time of [illegible] Contractor shall make temporary pole at its cost. The necessary arrangements for the distribution required point a power in economical way unnecessary.

ii. [illegible]

[illegible] Construction water will be provided free of cost from existing source of [illegible]. The Contractor shall arrange [illegible] water connection / tap on his own required at [illegible] work site.

4. APPROVED MAKE BRAND

Sl	Description	Approved Brand/Manufacturer
i	[illegible]	[illegible]
i	[illegible]	[illegible]
i	[illegible]	[illegible]
i	[illegible]	[illegible]
i	[illegible]	[illegible]
ii	[illegible]	[illegible]
i	[illegible]	[illegible]
i	[illegible]	[illegible]
i	[illegible]	[illegible]
iii	[illegible]	[illegible]
iii	[illegible]	[illegible]
iii	[illegible]	[illegible]
iii	[illegible]	[illegible]
iii	[illegible]	[illegible]
iii	[illegible]	[illegible]

9	Steel	SM_DX51D/SS
10	Ceramic Tiles	Kajaria/RTDO, Johnson
11	Vitrified tiles	Kajaria Ishmore/ RTDO
12	Calibrated Factory (Laminated/Processed wooden doors	Flamingo/Kalinga Ivens
13	Paint/Color	Grace Dy/Gaisun/RK/KO with ID mark
14	Floor Hardening Compound	Ivens/Keseels
15	Water Proofing Component	Pidilite, Dev Sealtech, Cranbury Chemicals Pvt. Ltd, Fosroc, Sika
16	Aluminium Doors, Windows, Curtain Wall, Structural Glazing & ACP Fabricator	M/s DS Fenestrations, M/s Shree Ambika, M/s Ayatech, M/s Technika Engineers
17	Window & Door Systems including fittings & Accessories	Vista, Fenesta, Wss, Hunter Douglas
18	[illegible]	[illegible], [illegible], [illegible], [illegible]
19	Aluminium Extrusion Systems	Hindalco, Jindal, Indo
20	Glass/Glazing	Pilkington Glass India Ltd., Saint Gobain Glass I & Ltd, [illegible]
21	Hardware fittings & locks	[illegible], [illegible], [illegible], [illegible]
22	Door Closers & Floor springs	Dorma, Hettich, Godrej
23	[illegible]	SIKA/[illegible]
24	Water Proof Sintervia for Tile Fixing	Bal Fevicol, Roff, Fila, MYK Laticrete
25	Wall & Ceiling Putty	JK Berger, Asian Paints
26	Exterior Grade Acrylic Emulsion Paint	Asian Paints, Nerolac, ICI Dulux
27	Sanitaryware	Hindware
28	Fittings	Hindware
29	Automatic Urinal Flushing System	Hindware
30	Health Faucet	Hindware
31	Shower Panel	Hindware
32	Water Heaters	Racold, Bajaj, Venus
33	Exhaust Fans	Crompton Greaves, Usha, Havells
34	Modular Switches	Anchor, Legrand, Schneider
35	Cables	Finolex

40	2C 1.5 Sq MM Unarmoured Cable for Heater	Fmtrs
41	1" PVC Conduit Fitting	Nr
41	Proximity Card	Nos
41	Telephone Lines with Push Button Phone	Nos/Set
41	Software for Attendance System	Server Make
41	HDMI Cable (10Mtrs Length)	Mtr/ATTR
41	12x TNI Batteries	Pieces
41	Supply and Commissioning of Indian Made and Interpolator Units to work with FDI and Lifting	Elevators

E. Detail Job Quantity

i. BOQ with item quantities for the works as part of SOTR are given in the tender. It is to be noted that the quantities set out in the BOQ of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.

ii. The Contractor shall execute required quantity for successful completion of project work at the same contractual rate and term & conditions for any extent of variation in stipulated BOQ quantities.

iii. List of SOR items considered under the scope of this tender is provided at annexure clause for reference.

iv. All bidders shall quote against each and every of above BOQs, otherwise, their bid would be considered as incomplete. Bid will not be eligible for rejection.

F. Contractor to Supply all Materials.

i. Unless stipulated otherwise in the Contract, all materials including consumables required for the work shall be procured and supplied by the Contractor with the approval of the Engineer or his Representative and subject to such tests as may be required by the Engineer or his Representative.

ii. The Contractor shall comply with the relevant IS Codes.

9. Deployment of Resources

Contractor shall provide adequate number of qualified experienced technical supervisor with supervision Engineer / Supervisor having Technical qualification not less than diploma in Civil Engg. and also sufficient construction equipment, materials, tools & tackles etc. as per time schedule approved by Engineer/Supervisor work schedule. The work plan shall ensure timely deployment of above resources at site to ensure satisfactory completion.

The contractor shall ensure deployment of adequate and proper skilled non-skilled workforce as per work requirements and optimum supporting unskilled workforce as necessary.

10. Testing of Materials, Cost and Acceptance

i. The samples shall be prepared and submitted for approval of the Engineer or his Representative whenever required to do so, at the Contractor's cost.

ii. The Contractor shall submit valid complete test certificates conforming to applicable standards for materials/items before any procurement activity.

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

iv. Unless specified otherwise in the Contract, the cost of the test required by the Engineer's Representative in respect of materials and workmanship objected to the work shall be borne by the Contractor.

11. Inspection by the Engineer

i. For this purpose, the Contractor shall give adequate intimation to the Engineer or his/her representative in advance.

ii. The Contractor shall provide the Engineer with proper free and safe access to the Contractor's works and shall notify the Engineer of work and shall not cover up or make inaccessible any work without the Engineer's consent.

iii. The Contractor shall make all necessary arrangements to enable proper inspection by the Engineer.

iv. The Engineer or his Representative shall have power to verify at the place of work and factory premises, in accordance with the Conditions of Contract.

12. Quality & Workmanship

i. Quality and workmanship of all the materials and work shall conform to BOQ / Technical Specification / relevant Indian Standards. The Contractor shall be responsible for any breakage during the course of work to machinery, equipment, fittings, wiring, piping and fixtures etc. caused by the workmen or by the act of default of the Contractor and shall make good such damages forthwith.

13. Materials / Work not acceptable to Engineer

i. The Engineer or his Representative shall have the power to inspect any material and work at any time and to reject all or any part thereof which in his opinion is not in accordance with the Contract or the instructions of the Engineer or his Representative. He may call upon the Contractor to remove from the premises or otherwise dispose of any unsuitable materials or to take down and remove improperly executed work and to replace the same by proper and suitable materials and to re-execute the work in accordance with the Contract.

removal and proper re-instatement of any work, which in the opinion of the Engineer is not in accordance with the Contract or the instructions of the Engineer. The Contractor shall comply with such orders at his own expense and within the time specified in the order. If the Contractor fails to comply the Engineer shall be at liberty to employ such other means as may seem to him most convenient to the Employer by employing any outside agency at the risk and expense of the Contractor and after giving him a prior written notice of (seven) days. The Contractor shall extend his full assistance as required by the Engineer during inspection.

13. Contractor to Commence Work

i. The Contractor shall mobilize and commence the work on site as the Commencement Date stated in the Letter of Award. The Contractor shall employ competent and experienced staff and without delay, execute or cause to be executed such construction material by the Engineer or his representative, and to diligently and continuously carry on the Contract on the part of the Contractor.

14. Supervision by the Contractor

The Contractor shall engage experienced and qualified Engineers, having technical qualifications and experience in the field, or shall employ any competent person who shall be available at all reasonable hours during the progress of the work and who shall be authorized to receive instructions from the Engineer or his Representative. The said person shall be approved by the Engineer from time to time and shall be in charge of the work. Directions given by the Engineer or his Representative to the said person shall be deemed to have been given to the Contractor. Provided always that the Contractor shall be responsible for the acts and defaults of any such person as aforesaid.

i. The Contractor shall submit organization chart showing proposed Safety Personnel and site supervisory staff required for the safety supervision of the Contract for the duration of the Contract and as long as work

ii. The Contractor must provide necessary and adequate supervision during the execution of the works and on any instruction by the Engineer or his Representative shall provide necessary staff during the Defect Liability Period.

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

iv. The Contractor and his authorized agent or representatives shall be readily available to meet with the GRSE Site Engineer and/or Employers Representative and instructions given to him by the Engineer or his Representative in writing shall be binding upon the Contractor.

15. Setting Out

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

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

10. Care of the Work

i. From the commencement of the work, till issue of the Completion Certificate by the Engineer, the Contractor shall take full responsibility of the work and shall be responsible for any damage, loss or injury to the work or any part thereof, as far as it is due to any act of the Contractor or his men, and shall at his own cost and to the satisfaction of the Engineer, failing which the Engineer or his representative may cause it to be made good by any other agency and the expenses incurred shall be recovered from the Contractor.

10. Protection of the Existing Structures, Services

i. The Contractor will be responsible for the protection of all existing structures, mechanical services, pipelines and cables in the Work site or any type of damage.

ii. Before the commencement of work, the Contractor to take necessary precautions and measures to safeguard the existing structures/services/cables and protect them from possible damages. He shall be responsible to repair any damages caused to such, immediately without any extra cost.

iii. If any damage occurs to the Contractor's operations, he will be charged suitably from the Contractor.

11. Existing Roads & Shop Floor to be kept Clear

i. Existing roads & Shop floor used by vehicles or pedestrians in the Contractor's activity of the work shall be kept free of obstruction or plant, stock or debris and clean at all times and all spoil or any other materials dropped on it by the Contractor or their staff, the Contractor shall provide and maintain all equipment and labour as necessary to keep the Owner's roads clean as required by the Owner.

ii. Any damage caused by the Contractor or their employees to the roads shall be made good at their own cost.

12. Control of Pollution/ Health Hazards

i. The Contractor shall have to comply with all statutory regulations on the Control of Pollution.

13. Site-in charge / Log Book / Medical & other Records

i. One fully responsible and competent 'Qualified Site in-charge' has to be posted at the site during entire time of work.

ii. One dedicated and experienced 'Qualified Safety Officer' also

iii. Details of accidents (records to be kept at the site)

iv. Log book maintained

v. Site instruction book

vi. Details of materials brought (vendor's name, bill no. etc.)

vii. Proper record of workmen to be maintained by the contractor for the purpose of timely removal of the workmen and it is to be put for approval by the Engineer on weekly basis.

20. Clearance of Site

i. During construction work, the Contractor shall remove all unwanted debris/dirt materials, excavated surplus earth etc. as directed by the Engineer from the site progressively so that construction activities are not unaffected. These materials shall be DISPOSED OF BY LABOUR WITH OR WITHOUT TRANSPORT TO THE CONTRACTOR IN CONFORMITY WITH SMUDA rules / statutes and CPHEEO guidelines.

ii. On receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, waste materials, sweepings, debris, rubbish and temporary works from the Site or as directed by the Engineer.

iii. and shall leave the site in a clean and workmanlike condition.

iv. If all these items have not been removed within 30 (thirty eight) days after the issue of Completion Certificate, Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with or attributable to such sale or disposal and restoring the Site.

21. SPECIAL TERMS AND CONDITIONS OF CONTRACT

21.1 Technical Eligibility Criteria

i. **Under unamended experience of successful execution of similar nature (type of work i.e. Water Supply work and allied civil work during last five (05) years.** Supporting documents meeting Technical Eligibility Criteria to be submitted along with bid i.e. Also full contact details like name, address, telephone number etc. of the persons under whom above jobs done/ the work executed etc., to provide/ satisfy/ fulfill/ attended such work successfully in any PSU / Corporate house / Industry.

ii. **Bidder has to fulfill experience in successful completion of aforesaid similar jobs of value not less than Rs. 14 Lakhs for one job including taxes & not less than Rs. 9 Lakhs each for two jobs including taxes in last five (05) years. The bidder has to submit necessary proof duly endorsed along with the bid.**

21.2 Submission of Technical Documents along with the Bid

21.2.1 The Tenderer shall submit following documents along with their bids,

i) Bill of quantities of work

ii) Necessary supporting documents for experience as per technical eligibility criteria

21.3 Site Condition

21.2.1 The Contractor shall consult with and accommodate the requirements of the Employer and their subcontractors in the use of all roads at SPSF premises.

21.2.2 At the work sites and during the carrying out of the works, and the Contractor's entire activities on the premises of SPSF, the Contractor is to operate with SPSF to minimize any and all disruptions to ongoing activities and is to preserve and maintain safe vehicular access routes for the duration of the Works.

21.2.3 Tenderer must carefully consider the nature of work and adopt suitable methods in relation to ground conditions, site topography & limited access.

21.2.4 Before quoting, the Tenderer is to carry out site visit to acquaint himself with the site conditions / situations and full implications of the assignment in particular the erection method. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The bidder viewing the site shall be solely liable for any and all injuries and death to any person(s) during the site visit.

21.3 SUBCONTRACTORS

21.3.1 The work shall be carried out in consultation with the ENGEM Department/TCJ Joint User Dept/ SPSF Tenants by ADV ELEVATOR, which is the authorized service provider by SPSF.

21.5 Award of Work

21.5.1 LT bidder quoting lowest total Tender Sum against the weightage will be decided after price evaluation of the work units.

21.5.2 The work will be awarded as a whole without splitting of bids.

21.6 WORK DONE DEFECTIVELY ETC.

21.6.1 The Contractor will put up Work drawings/Modifications to Engineer Incharge with all supporting record / documents and shop drawings by Quality Assurance Authority/Engineer. Work done defective & to be made effective work has been completed as per drawings & Specifications and shall in the opinion of the Engineer-in-charge be liable to be rejected, the Contractor shall on receipt of notice in writing from the Engineer-in-charge forthwith rectify and make good such work or remove it from the site and substitute proper and suitable materials or re-execute the work in accordance with the Contract. In case of default on the part of the Contractor in carrying out such order within a reasonable time, not exceeding 7 days, the Contractor shall be liable for all loss or damage which the Employer may sustain on account of such default. If the Contractor does not remove such work or materials within a reasonable time, the Employer may remove or sell the same at the Contractor's risk and may recover from the Contractor any expenses incurred by him in so doing or may deduct the same from any amount due to the Contractor under the Contract. In the event of failure to do any work or make any improvement ordered within the period aforesaid, the same may be done by or on behalf of the Employer, who may recover the cost thereof from the Contractor. Provided that the Engineer-in-charge may, instead of ordering the Contractor to remove and replace any work, etc., which is not in accordance with the Contract, direct that the same may be allowed to remain and in that event, shall be entitled to withhold payment or to recover from the Contractor such sum as may be reasonable in the circumstances.

21.7 Completion Period

21.7.1 Completion period of the entire scope of work under this tender shall be:

TOTAL 180 WORKING DAYS FOR THE SCOPE OF WORK OF JB WORKS UNDER AWARDED CONTRACT.

21.7.2 The Tenderer however, is required to check the period stated here as completion period. The tenderer may submit a network showing planning and programme as basis for execution of the project.

During execution of work the contractor shall assess the likely requirement of manpower and materials based on realistic work schedule / milestones. The contractor shall adopt acceleration measures to avoid any delay in work progress. In case of normal delay on contractor's part, Engineer-in-charge may demand working hours / holidays to catch up the time.

21.0 **Guarantee Period / Defect Liability Period (DLP)**

21.0.1 The work executed including equipment or components thereof are to be guaranteed for satisfactory performance for the period of 12 **(Twelve Calendar months** from the date mentioned in the Completion Certificate, unless otherwise stated in writing by the Engineer. This will be termed as the "Guarantee Period" / Defect Liability Period".

21.0 **Terms of Payment and Bill Certificates**

21.0.1 **The measurement sheet, Interim Bill & Bill in triplicate duly signed with all relevant and required supporting documents, measurement sheets etc**

21.0.1 Payment will be made against the R.A. Bill and Final Bill after completion of work on certification of Contract and duly signed by Supervising Engineer and Proprietor.

21.0.1 **The Bill submitted by Vendor will be verified by AGARTALA(M) SUBDIVISION.**

21.0.1 The Final Bill will be verified after the completion of the work and after certification of Performance.

21.0.2 **Maximum 02 Bills will be processed (One R.A Bill and One Final Bill) for this tender work.**

21.10 **Ownership of Survey**

21.10.1 All survey items (whether by the Vendor and vendor's survey assistants (duties) if any/engaged by him/her) by any equipment / tools / instruments used / made for project purpose shall be the property of the Employer and shall be handed over to the Employer / Engineer-in-charge / Proprietor and their duly authorized representatives at the completion of the project / contract. Vendor shall not remove any instruments or equipments from the project / contract premises without such duties and responsibilities.

21.11 **Completion Certificate**

21.11.1 When the whole of the work has been completed to the satisfaction of Engineer and has passed any final test as per the Specifications/Contract/ Instruction of the Engineer, the Contractor shall within 21 **(twenty one)** days after completion of the application to the Engineer be entitled to receive a Certificate for Completion of work.

21.11.2 If any part of the final work having been completed to the satisfaction of the Engineer, he/she/whosoever and / or as per the Contract, the Contractor shall on application be entitled to receive completion certificate indicating the portion of the work covered by it, but the Contractor's liability during Defect Liability Period of the Contract in respect of any defect due to any cause for the whole work or such portion as to the completion portion of the work is concerned.

21.12 **Variation and its Valuation**

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

21.12.1.1 increase or decrease the quantity of any work included in the Contract.
21.12.1.2 omit any work included in the Contract.
21.12.1.3 change the character or quality or kind of any work included in the Contract.
21.12.1.4 execute such additional work of any kind necessary for completion of the works.

21.12.2 Quantities in Price Schedule are estimated

BOQ or list of SOR items in the tender is indicative. The detail BOQ is attached with the SOR. It may vary according to actual requirement of job during the tenure of the maintenance. The Contractor shall measure actual quantity of work based on drawings and requirements of Owner (to be decided by Engineer) and shall submit revised BOQ incorporating quantity variation to the Engineer for review/approval. No variation in quantity (whether quantity of individual item or total value of the work) may entitle the Contractor to be treated as execution of the Contract, but the value (if any) of all such variations executed shall be taken into account and the Contract Price shall be varied accordingly without any change in agreed rates of Price Schedule/BOQ on account of variation. Due to above quantity variation in individual items, the total Purchase Order Value may vary for successful completion of the job. Necessary amendment in PO will be issued accordingly. Limit on Cost of Variation

Value of contract may increase up to a maximum of 10% of the total Contract Value. This is to be a cumulative total for all variations. The Contractor shall give reasonable prior notice to the Engineer of any variation which may cause the cumulative limit to be exceeded.

21.12.3 Payment for Extra, Additional, Omitted, Substitute Work

21.12.3.1 The Contractor shall not be entitled to any claim of additional work unless they have been ordered by/under the written orders of the Engineer.

21.12.3.2 The Engineer shall jointly determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any additional work done or work omitted by way of the Engineer's instructions or variations.

21.12.3.3 All additional or substituted work for or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. In the Contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall jointly determine suitable rates in the manner deemed by him to be fair and reasonable, and for this purpose shall use as a basis the labour and cost schedules.

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

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

(b) If the extra works are of similar character but are executed under conditions which are different from those of such item or items, rates for such extra items shall be derived from Schedule of Quantities, as modified to take fair account of the differences in particulars.

(c) Where rates of similar character are not contained in the Schedule of Quantities and none of the foregoing methods are applicable, rates shall be based on the rates of materials and labour, maximum contract wages/salaries, as then in force, and providing market rate for labour & material shall be adopted.

(d) Where rates or sum for item of works cannot be established by rate analysis as per the above, then rate for such items shall be estimated and fixed by the Engineer based on the market rates and procedure for labour, materials and other factors/items, as above.

21.13 **Site Visit and Pre Bid Meeting :** Vendor must visit the working site and attend Pre Bid Meeting before quoting for the work with intimation to the Civil Dept. During the visit the vendor must thoroughly survey, inspect the site condition/ structure for proper assessment of work required. If at any stage it is found that vendors has not visited the site / visited site without proper intimation to Civil Dept FOI Jail/ Did not attend the Pre Bid Meeting then the Technical Bid of that Bidder will not be evaluated and the Bid of that particular vendor/bidder will be treated as cancelled.

21.14 **SCOPE OF WORK (LAYOUT DRAWING)**

As Attached

LAYOUT DRAWING

As Attached

STANDARD TERMS & CONDITIONS (STAC)

Job Title कार्य का नाम:	"CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GRSE FOJ UNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE L&W SHOP IN GRSE FOJ UNIT " [to be executed as per SOTR No: ES&CM/AKG/RETROFITTING WORK/FOJ/SOTR/01 at Annexure-I]

(1) **INTEGRITY PACT** [illegible]:-

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

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

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

Signing Authority for Integrity Pact:
(A) Vendor: Proprietor / Director / Authorized representative
(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

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

The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

(2) **MICRO & SMALL ENTERPRISE** [illegible]:-

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: -
Exemption for payment of Tender Fee & Earnest Money Deposit.

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-splitable 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 (निविदा शुल्क): NON-REFUNDABLE (वापसी योग्य नहीं) –**

i. 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.

i. 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.

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

(4) **EARNEST MONEY DEPOSIT (INTEREST FREE):** [redacted]

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

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

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

iv. 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** [redacted]

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/DNC 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** [redacted]

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 37 hereinafter.

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

1. Acknowledge the LOA/Order

2. Furnish the required Security Deposit

3. Non-performance of the contract by the Contractor

(5) **VALIDITY OF OFFER (वैधता की अवधि)**: -

Your offer should remain valid for a period of 90/120/180 days (as per terms of specific NIT) from the due date of the tender.

(6) **SECURITY DEPOSIT (INTEREST FREE) ( ) ( )**: -

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/authorised 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.

(7) **WORK DONE CERTIFICATE (W.D.C.) (पूर्ण हुए कार्य का प्रमाणपत्र)**: - Firm will put up Work Done for certification to site engineer /PL for as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

(8) **BILL SUBMISSION (बिल प्रस्तुति)**: -

Bills are to be raised in OBPS portal/SRN system as applicable in GRSE. Payment to be made as per payment terms of PO, through ECS/NEFT against online submission of GST e-invoice through OBPS portal (obps.grse.co.in) with work done /completion certificate.

Note:
(i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit Einvoice.
(ii) All Vendors having turnover below Rs. 5 Crore are also to submit Einvoice/ 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 (as applicable).
(v) Work Done/Completion certifying authority must be at least at the level of Dy. Manager.

Note: - Transaction fee of Rs. 300.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate documents will be charged.

(9) **COMPLIANCE OF ESI & PF [illegible]** : -

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.

(10) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (**[illegible]**)** -

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

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

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

(11) **GST REGISTRATION [illegible]** : - 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.

(12) **GUARANTEE PERIOD (**[illegible]**)**: -

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 guaranteed 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.

(13) **PRICE [illegible]:**

A. For Tender in NIC Portal (इस आई सी पोर्टल टेंडर हेतु): -

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. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु): -

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

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

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 for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

(14) **QUANTITY VARIATION (मात्रा भेद):** - 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.
NIT/SOTR term for the job will be applicable.

(15) **UNREASONABLE QUOTES [illegible]: -**

A. For Job Contract (कार्य संविदा हेतु):

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.

ii) 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 (मानवशक्ति संविदा हेतु) : -

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.

(16) JOINT VENTURE (संयुक्त उद्यम) : – Not Applicable.

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.

e) 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.

(17) **CONSORTIUM (वंशावली 2020): - Not Applicable.**

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.

(18) **MAINTENANCE OF MACHINES** [illegible]: - The maintenance of machines brought in by contractors are to be undertaken as per OEM recommendations. Certificate to this effect is to be rendered by the contractor.

(19) **SUB-CONTRACTING OF SUB-CONTRACTED JOB** [illegible]:-

a) Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalized 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.

(20) **EXCESS/WASTE/REJECTED MATERIALS (/)]: -**

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.

(21) **FIRE &SAFETY PRECAUTIONS ( ]: -** 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.

(22) **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.

(23) **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.

(24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY[ ]:** - 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.

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

(26) **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.

a) 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.

(27) MATERIAL RECONCILIATION STATEMENT (MRS) [ ]: - NA

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan clearly indicating whether the stiffeners are; -

i) Temporary stiffeners supplied by vendor.
ii) Sections of AB2 quality supplied by GRSE.

(c) While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

(28) INSURANCE [ ]: - 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 ED, 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.

(29) SITE-INCHARGE' LOG BOOK/ ENDORSANCE & OTHER RECORDS [साईट इनचार्ज/अनुरक्षणकर्ता/अन्य दस्तावेज़]: -

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.

(30) **WORKING HOURS (कार्य समय):** -

The Contractor's normal working hours shall be in between 8 AM-5.00 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. The detail of working hours for the job is as stated in SO/TR/NIT.

(31) **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.

(32) **INDIVIDUALITY OF THE CONTRACT (संविदा की विशिष्टता):** -

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.

(33) **SECRECY OF INFORMATION (सूचना की गोपनीयता):** -

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

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

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

(34) **REGISTRATION OF NEW VENDOR (नए विक्रेता का पंजीकरण):** -

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.

(35) **CONTRACT WORKMAN WAGE PAYMENT (ठेका मजदूर का मजदूरी भुगतान):** -

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.

(36) **INSPECTION (निरीक्षण):** -

(i) Quality assurance authority: As per NIT/SOTR.

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

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

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

(37) **CORRECTION OF ERRORS (त्रुटि सुधार):** -

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.

(38) **FORCE MAJEURE (अप्रत्याशित घटना):** -

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 performance 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.

(39) **TERMINATION OF CONTRACT (अनुबंध की समाप्ति):** - 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.

(40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की क्षति):** - 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.

(41) **OFFICE & STORAGE SPACE (कार्यालय एवं भण्डार स्थान):** - 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.

(42) **ARBITRATION (redacted)** :-

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.

(43) **JURISDICTION (redacted)**: - 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) and STAC, NIT/SOTR statement may be taken as final.
2. Clarification required, if any regarding Tender Document, should be get resolved by contacting competent authority of GRSE prior to submission of bid.

Annexure – 3

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1.Name of the Bidder and Address:

2.Job Description:

3.GeM Tender/Bid Reference:

(A) Details of Executed relevant jobs:

S.No	Description of Executed relevant jobs	Order No. & Date (Supporting documentary evidence to be submitted)	Order placed by	Start & Completion date as per Order	Actual start date	Actual Completion Date	Value of Purchase order (in INR)	Scope of work for executed contract	Work completion certificate Ref. No. & date (Supporting confirmation copy to be submitted)
1									
2									
3									
4									
5									

(Note: Please add additional pages if required)

(Signature of Authorized Representative)

Date:

Name:

Designation:

Official stamp:

ANNEXURE-4

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

1. Name of the Bidder:

2. Job Description:

3. Tender Reference:

A. Financial Data for evaluating Financial Eligibility

Sl. No.	Financial Years	Turn Over (in Rs.)
1	2024-25	
2	2023-24	
3	2022-23	

Note: i) Audited reports for above FY to be submitted as supporting documents.

(Signature of Authorized Representative) Date:

Designation:

Note:
Audited reports for above FY to be submitted as supporting documents.

Annexure – 3

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING / TENDER HOLIDAY

(To be submitted in Company's Letterhead)

1. Name of the Bidder: Date:

2. Job Description:

3. 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 31.05.2026 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 ---------- ----------still 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- E

Form for Bid Security Declaration
(To be submitted in Company's Letterhead)

Date:
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 certificate or valid GRSE vendor Registration certificate.

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 22 (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-7

ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Address	
Contact Person with Designation	
Contact details (Mob No. , e-mail ID)	
Proprietorship/Partnership/Pvt. Ltd./PSU/ Public Ltd. / (as applicable for the Bidder) with documentary evidence	
Vendor registration no. with GRSE (if any)	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification with ROC /trade licence/Memorandum/ others as applicable with documents	
Registered Office or Branch Office address in Kolkata	
MSE/NSIC (if any). Provide MSE UDHYAM No. & Certificate	
INTEGRITY PACT (to original to be submitted as per format)	Date of submission
EMD - DD /BG no. and date (to be indicated)	
PF Registration no.	
ESI Registration no.	
Annexure-3 (Tech eligibility) with documents of Bid eligibility criteria as per NIT/E town	Submitted with documents / Not submitted
Annexure-4 Financial Eligibility Criteria	Submitted with documents / Not submitted
Self-Certification for not having tender Holiday, Blacklisting as on 30.06.2024 (Annexure-5) in Company's letterhead	(Annexure-5) submitted/ Not submitted
Bid Security declaration (as per Annexure-6) in case of MSE/ GRSE valid registration along with MSE Udyam / valid GRSE registration certification	Submitted with documents / Not submitted
Average Annual Turnover of last 3 F.Y. ending on 31.08.2025	FY 2022-23 - Rs._____ FY 2023-24 - Rs._____ FY 2024-25 - Rs._____ Average of 03 years : Rs. _____
TIN05 Registration no. in case of MSME	
SAC code (DETAILS TO BE PROVIDED IN GST CODE PERCENTAGE TAB)	
GST (BIDDER TO INPUT ONLY TOTAL APPLICABLE GST IN PERCENTAGE (%), IRRESPECTIVE OF IGST, CGST, SGST OR COMBINATION OF TWO TYPES OF GST)	
COMPANY REGISTRATION DETAILS / TRADE LICENSE	
GeM Seller ID	

ANNEXURE-6: INTEGRITY PACT

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

INTEGRITY PACT

This Integrity Pact is made on ..... day of ..... (month & year)

Between

M/s. Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as 'The Principal'

and

M/s..... having its registered office at .....,hereinafter referred to as 'the Bidder /Contractor'

The Principal intends to award, under laid down organizational procedures, contract for.....(job and Tender no.). The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Capital Bidder(s)/ or Contractors(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1 – Commitments of the Principal

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons.

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

[1] The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

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

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

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

(2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offence.

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

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

Section 4 – Compensation for Damages.

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

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

Section 5 - Previous Transgression

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

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

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

(1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or its provisions.

Section 7 – Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor(s)

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

Section 8 – Independent External Monitor /Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman GRSE.

(3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided Such meetings could have an impact on the contractual relations between the Principal and the Contractor. the parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.

(8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word **'Monitor'** would include both singular and plural.

Section 9 – Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 15 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged by Chairman of GRSE.

Section 10 – Other provisions:

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

Place.....

Date.....

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Signature, Name & Address)

Witness 2:
(Signature, Name & Address)

Annexure-3

APPENDIX A

[LIST OF CENTRAL ACTS / RULES / REGULATIONS / ORDERS / NOTIFICATIONS / CODES / GUIDELINES / POLICY / MANUALS / CIRCULARS / STANDARDS / GUIDANCE NOTES / ADVISORIES / ETC. ISSUED BY CENTRAL AGENCIES]

SR. NO.	NAME OF STATUTORY ENACTMENT	FORM NO.	DEPARTMENT / AUTHORITY	REMARKS
(1)	[illegible]	Form-XIII under Rule [illegible] & Form [illegible]	[illegible]	[illegible] Central Government [illegible] Online Portal [illegible] [illegible] [illegible]

				The copy of the same should be available to workmen in the Establishment.

MAINTENANCE AND REGISTERS TO BE KEPT BY THE CONTRACTOR

SL. NO.	NATURE OF STATUTORY REGISTERS	FORM NO.	RESPONSIBILITY	REMARKS
01	Employee Register	Form-XIII	Contractor	Comprising of personal details like name, father's name, DOB, address etc. of the employees working under the establishment.
02	Register of wages, overtime and deduction	Form - XII	Contractor	Comprising the amount of wages, overtime, deductions made, if any, for the employees. If the wages are paid by cheque, then the relevant details to be furnished. If any deduction made, the reasons thereof to be recorded. Also the amount of wages, overtime, deductions, if any.
03	Attendance Register	Form - XIV	Contractor	Day-to-day attendance of each workman is to be recorded. Separate register for each unit.
04	Register of Contractor	Form - XVII	Contractor	Every contractor shall maintain a register of employment in the Contract Labour (R&A) Act, 1970 in which particulars of contract work, nature of work, place where work is to be executed, the number of workmen employed on the contract work and such other particulars as may be prescribed.
05	Wage slip	Form - XIX	Contractor	Every employer shall before the wage period is completed issue to each of the workmen employed by him a wage slip in such form as may be specified.

APPENDIX II

[illegible]	[illegible]	Form 12	[illegible]	[illegible]
IV	[illegible]	[illegible]	[illegible]	[illegible]

.....

[illegible]

Sr. No.	[illegible]	Responsibility	Overall assessment of [illegible]
11	The Code on [illegible]	Commission	• [illegible]

[illegible]

Sl. No.	Key areas/ Services	Responsibility	Some measures to ensure expected Results
			• Leave application: The total leave of a worker shall not exceed one hundred forty days in a year including [illegible] • Notice of Suspension or Dismissal: Every [illegible]
12	Payment of Wages by the Contractor	Contractor	• Payment of Wages: Contractor shall [illegible] days of the wage period. No wages shall be [illegible] unless [illegible] • Equal Remuneration: Please [illegible]
13	Minimum Wages Under the Code on Wages, 2019	Contractor	• Every contractor shall pay [illegible]
14	Employees Provident Fund and Miscellaneous Provisions Act, 1952	Contractor	• Every contractor shall deduct the employee's [illegible] • The Provident Fund [illegible] • The Provident Fund [illegible] • [illegible] • Form 5 [illegible] • Form 10 [illegible]
		Contractor	• Every contractor shall contribute towards PF [illegible]

ANNEXURE-A

Sl. No.	Relevant Statutes	Responsible Authority	Compliances to be ensured as per the Statute
			Remedy and fines are provided in the Act for every violation committed by the establishment. In the case of any offence committed by a company, every person who, at the time the offence was committed, was in charge of, and was responsible to the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly.
15	Employees' State Insurance Act, 1948	Corporation	(1) Every establishment shall comply the following: (a) Get the establishment registered with the Corporation within the time limit. (b) Ensure submission of contribution and other dues in the prescribed manner and time. (c) Ensure submission of returns and other documents as required under the Act.
		Government	(a) Ensure timely payment of wages to employees and employer's share of contribution to the Corporation. (b) Ensure timely payment of contribution in case of transfer of establishment or change in ownership.
16	Payment of Gratuity Act, 1972	Controlling	The Gratuity shall be paid to an employee at the rate of fifteen days wages for every completed year of service or part thereof in excess of six months. The Gratuity shall be payable to the employee on the termination of his employment after he has rendered continuous service for not less than five years, on his superannuation, or on his retirement or resignation, or on his death or disablement due to accident or disease.
17	Employees' Compensation Act, 1923 (Workmen's Compensation Act, 2018 as Social Security)	Commissioner	In the event of any accident (not covered by the exclusions in the Act) resulting in the death of a workman in the course of his employment, the employer is liable to pay compensation to the dependants of the workman. The Employees' Compensation Insurance Policy is to be taken for the Compensation amount under The Code on Social Security, 2020, along with Medi-claim insurance for minor claims related to the employee as per the provisions of various GPSE Rules, 1994.

Annexure-I

Letter of appointment/ service conditions under clause (f) of sub-section (1) of
Section 6 of Occupational Safety, Health and Working Conditions
Code, 2020

(To be issued by the Owner of the Establishment)

For establishment under state

I. Name of employee:

II. Date of Joining:

III. Father's/Husband's name:

IV. Address and telephone/mobile number:

V. Email address:

VI. Universal Account Number (UAN) and/or Employees' Pension Scheme (EPS) number, if any:

VII. Designation:

VIII. Nature of work: [specify in detail, along with place of posting, if employee is required to work at more than one place]

IX. Working Hours:

X. Leave entitlement:

XI. Wages/Salary, Overtime, Bonus and Allowances:

XII. Other allowances, if any [specify type of allowance and its amount separately]:

XIII. Any other benefit provided by the employer [Provident Fund, Gratuity, Medical Insurance, Group Insurance, Canteen facility, Conveyance, etc., if available]:

XIV. Brief Nature of duties to be performed:

XV. Any other terms and conditions [Notice period for termination of employment, Leave encashment, etc.]:

Signature of Employer

Name:

Designation:

Date:

Place:

Annexure-III

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

Please quote in reference / कृपया सन्दर्भ दें

संदर्भ सं / Ref No : GRSE/[illegible]/[illegible] Date: [illegible] / Dec 2020

PENALTY FOR NON-CLEANING OF WORK AREA POST JOB COMPLETION

To
All Contractors

1. It has been observed with serious concern that work areas onboard ships are often left uncleared after job completion which causes waste accumulation, workflow disruptions, and safety hazards. Some of the instances are as follows:

(i) [illegible] of blasting grits after blasting activity.

(ii) Left over shrinking sleeve/tube, plastic welding spool after welding activity.

(iii) Left over chip/cut gas holes of gas cutting job after gas cutting activity.

(iv) Remain Welding set in or around ship.

(v) Left over damaged/unused grinding wheel/cutting wheel after grinding and cutting activity.

(vi) Left over empty paint drums, thinner drums, painting machines and spray-painting kit after painting activity.

(vii) Left over scraps & waste materials after installation activity.

(viii) Left over Die Penetrant testing kit after D.P. test.

(ix) Left over cotton jute & waste after cleaning activity.

(x) Left over plastic wrappers removed from machinery items.

(xi) Left over scrap / unused/cut piece cable after cable laying work.

(xii) Left over excess / unused insulation materials, carton box, gasket, drawing paper, plastic bottles and polythene's, etc.

(xiii) Any flammable or hazardous items (liquid or solid).

Contd... P/2

In addition, some of the contractors' workmen are spitting betel nut & quids & do urinate inside the ships which not only affects sanitation of the workplace but also gives a bad impression of cleanliness culture of UPSE.

2. To address this issue, the following guidelines are being enforced:

2.1. *Responsibility of Cleaning Work Areas:* Contractors must ensure that work areas are cleaned immediately after the completion of tasks and no worker should spit inside the compartments onboard the ships.

2.2. *Penalty for Non-Compliance:* Failure to clean the work area and spitting will result in the imposition of stringent penalties, including but not limited to:

(i) Monetary Fines: Rs. 5000/- per instance on defaulter company.

(ii) Debar the concerned contractors' workmen from entering the unit for minimum 15 (ten) days period in each instance of violation.

(iii) Temporary or permanent debarment from participating in future tenders of UPSE.

3. All contractors are advised to comply strictly with this directive to maintain a safe and efficient working environment.

CDG Subrata Ghosh, ICG (Retd.)
Director (Personnel)

ANNEXURE-10: PAYMENT FOR UTILISATION OF PORTABLE ACs BY VENDORS

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

(a) **Installation of New AC Machine:**

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

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

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

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

(v) Charges towards electrical bills will be on monthly fixed rate basis @ ₹ 600/- per month per AC irrespective of utilization / restriction of utilization.

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

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

(b) **Usage of Existing AC Machine:**

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

(ii) Charges towards electrical bills will be on monthly fixed rate basis @ ₹ 600/- per month (for below five stars rating) and ₹ 750/- per month (for five stars rating) irrespective of utilization / restriction of utilization.

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

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

	CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GRSE FOJ UNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE L&W SHOP IN GRSE FOJ UNIT	SOTR No. ES&CM/HK/RETROFITTING WORK /FOJ/SOTR/01 Sheet : 01 to 15
Yard No. : NA Group : ES&CM		Rev : 01
Inspection : GRSE ES&CM Dept.	Prepared by : A.K.Ghosh , SM(ES&CM) Date : 23.05.2026	Checked by : AGM (ES&CM)

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

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1. GENERAL

This set of technical requirements provide a general guideline for carrying out the execution of works. General items of work required to be carried out for successful implementation of the project are included. All items are required to be carried out in accordance with the following specifications / standards:

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

2. DETAIL SCOPE OF WORK

Job involves Civil works for **CIVIL WORKS FOR RETROFITTING AND PAINTING WORKS OF PROJECT BUILDING IN GRSE FOJ UNIT AND CIVIL WORKS FOR NEW SHOP OFFICE AND STORE ROOM INSIDE LAW SHOP IN GRSE FOJ UNIT**

in accordance with the following specifications/standards. Entire work shall be executed as per the attached Layout Drawings.

a. DETAILED SCOPE OF WORK:

I. Preparation of construction drawing of the above civil work.
Contractor to take due approval from the concern officers for the finalization of layout and dimensions of the furniture's.

II. Supply of all material required with all necessary fittings & fixtures and also necessary civil work with allied jobs as per the approved drawing.

- Manufacturer should be ISO 9001: 2015, ISO 14001: 2015, 45001: 2018 50001: 2011, SIRIM, Greenguard Certification.

- All fitting should of standard make such as Hettich/ Godrej Hafele/EBCO/Equivalent/As approved.

III. All equipment and machinery including consumables necessary for the construction, fabrication & erection are to be arranged by the contractor.

IV. Dismantling of any structures as necessary including shifting of scraps to the earmarked place Scrap yard of GRSE and removal of debris outside GRSE premises as Directed.

V. Other allied jobs for successful completion of work.

VI. Site Clearance to be taken from the concern officers.

VII. Entire work shall be executed as per the attached layout drawings and bill of quantities (BOQ) with specification etc.:

The work is required to be executed as per the layout provided. Detail drawing/ design is required for the execution of work to be done by the Contractor without any extra cost. During execution of the job, the Contractor may contact User Dept / ESM/DM Dept for any clarification, if required.

b. **GENERAL REQUIREMENTS**

I. The Contractor shall carry out detail survey on site for finalization of extent of work.

II. Preparation of construction drawing of the above renovation work.

III. The Contractor will be responsible for overall site management and coordination of site activities within the boundary of the works, as necessary to ensure the adequacy, stability and safety of the works and of persons at the site. The contractor shall require planning his work in coordination with on-going production activities of GRSE, other contractors working in and around the workplace.

IV. The contractor shall take all necessary work permit from concern Dept. of GRSE (Safety, Fire etc.) as applicable in line with prevailing rule in GRSE.

V. The contractor shall take all precautionary measures in consultation with Concerned Dept. while working at site.

VI. The submission to and comment/acceptance by the Engineer of such work schedule, methods, drawings, designs, CAP shall not relieve the Contractor of any of his duties or responsibilities under the Contract.

VII. Important to note that during construction work, User Dept will remain functional and accordingly the Contractor shall take necessary measures for controlling dust & sound pollution. Further, the Contractor shall arrange & ensure working in extended hours & also during Sundays/holidays for timely completion of work.

3. **GRSE SCOPE SUPPLY**

a. **ELECTRICITY**

i. GRSE provide electrical power supply one point / suitable location near construction area site at free of cost execution of job. Contractor shall make temporary basis all at his cost. The necessary arrangements further distribution required point a power in economical way save energy.

b. **WATER**

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

4. **APPROVED MAKE BRAND**

Sl	Description	Approved Brand/Manufacturer
1	Aluminium extrusions for Doors	INDAL/HINDALCO/JINDAL/NALCO
2	Glass	VIJAY INDUSTRIAL ENGINEERING CORPORATION/EQUIVALENT
3	Locks	EBCO/ HAFFLE/GODREJ
4	Screw	HETTLE/GKW/EQUIVALENT
5	Castors	EGN/EPCO/REGAL CASTORS
6	Glass	PILKINGTON/ASAI/ FLOAT GLASS INDIA LTD/MODI GLASS/SAINT GOBAIN
7	Pre-laminated Particle Board with ISI Mark	CENTURY/ Action TESA/EQUIVALENT
8	Plywood	BBP CENTURY/SYLVANI SABUR/EQUIVALENT
9	Laminate	CENTURY/ACADIA/ADVANCE/EQUIVALENT
10	Furnishing Fabric	RESPONSE/SARDJ FABRIC/CLASSIC FABRIC/ VIMAL HARMONY
11	Hardware	HAFFLE/HETTICH/ EPCO/GODREJ
12	Powder Coating	EIGHT PROCESSING (40 TO 50 MICRON) EPOXY FINISH
13	Hinges	EPCO/HAFFLE/HETTICH/STERLING
14	Door Closer	GARNISH/ HAFFLE/ HETTICH/ STERLING/ GODREJ
15	Vertical Blinds	VISTA, MARVEL, NOVA
16	Cement (PSC/PPC/OPC)	Ultratech/ Lafarge/ Ambuja/ ACC

17	Steel	SAIL/TATA/RINL
18	Ceramic Tiles	Kajaria/ NITCO/ Johnson
19	Vitrified Tiles	Kajaria/ Johnson/ NITCO
20	Calibrated Factory (Autoclave)Processed marble slab	Rhonsan/Makrana stone
21	Flush Door	Green Ply/Century/DURO with ISI mark
22	Floor Hardening Compound	Ironite/Fecrete
23	Water Proofing Compound	Pidilite, Sika Quadrex, Choksey Chemicals Pvt. Ltd. Fosroc, Sika
24	Aluminium Doors, Windows, Curtain Wall, Structural Glazing & ACP Fabricator	M/s SS Fabrications, M/s Nilson&Andrew, M/s Alutech, M/s The Indu Enterprise
25	Window & Door Systems including Blinds & Accessories	Vista, Perwella, Mac, Hunter Douglas
26	Aluminium Composite Panel	Alstrong, Pratap Bond, Aludecor, Alucobond
27	Aluminium Extruded Sections	Hindalco, Jindal, Indal
28	Glass/Glazing	Pilkington Glass India Ltd, Saint Gobain Glass (I) Ltd, Asahi India Glass Ltd
29	Hardware Fittings & Locks	Hettich, Hafele, Acrow, Godrej, Dorex, Kich
30	Door Closures & Floor spring	Hafele, Hettich, Godrej
31	Water Proofing Treatment to Roof/Sunken Floor	CICA/Pidilite/Fosroc
32	Water Proof Adhesive for Tile Fixing	Bal-Kodura, Pidilite, Sika, MYK Laticrete
33	Wall & Ceiling Putty	JK, Berger, Asian Paints
34	Exterior Grade Acrylic Emulsion Paint	Asian Paints, Hercules, ICI, Dulux
35	Smoke-detector	Agni/Morley
36	Heat Detector	Agni/Morley
37	Multicriteria Detector	Agni/Morley
38	Response Indicator	Agni/Morley
39	Manual Call Point	Agni/Morley
40	Hooter Cum Strobe	Agni/Morley
41	2C 1.5 Sq MM Unarmoured Cable	Finolex

42	2C 1.5 Sq MM Unarmoured Cable for Hooter	Finolex
43	1" PVC Conduit PRLS	ISI
44	Proximity Card	HID
45	Magnetic Lock with Push Button Switch	MatiX
46	Software for Attendance System	Smart Mate
47	HDMI Cable (20 Mtrs Length)	MIKATEN
48	12V-7AH Batteries	Exide
49	Migration/Commissioning of Smart Rack and Transportation from GRSE Main to FDI and Lifting	Emerson

5. **Detail Job Quantity**

i. BOQ with item quantities for this works as part of SOTR are given in the tender is tentative. The quantities set out in the BOQ of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.

ii. 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.

iii. List of BOQ items considered under the scope of this tender is provided at succeeding clause for reference.

iv. All bidders shall quote against each items of above BOQs, otherwise, their bid would be considered as incomplete Bid and shall be liable for rejection.

6. **Contractor to Supply all Materials**

i. Unless stipulated otherwise in the Contract, all materials including consumables required for the work shall be procured and supplied by the Contractor with the approval of the Engineer or his Representative and subject to subsequent testing as may be required by the Engineer or his Representative.

ii. The Contractor shall comply with the relevant IS Codes.

7. **Deployment of Resources**

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

The contractor shall ensure deployment of adequate and proper skilled /semi-skilled workforce as per work requirements and optimum supporting unskilled workforce as necessary.

8. **Testing of Materials, QAP and Acceptance**

i. Test samples shall be prepared and submitted for approval of the Engineer or his Representative, whenever required to do so, all at the Contractor's cost.

ii. The Contractor shall submit valid/ correlated test certificates conforming to applicable standards for materials/items before incorporation in the permanent works.

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

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

9. **Inspection by the Engineer**

i. For Site inspection, the Contractor shall give adequate intimation to the Engineer (authorised representative of GPCB).

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

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

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

10. **Quality & Workmanship**

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

11. **Materials / Work not acceptable to Engineer**

i. The Engineer or his Representative shall have the power to inspect any material and work at any time and to order at any time – (a) for removal from the Site of any material which in his opinion is not in accordance with the Contract or the instruction of the Engineer or his Representative, (b) for the substitution by the proper and suitable materials, or (c) the

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

12. Contractor to Commence Work

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

13. Supervision by the Contractor

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

i. The Contractor shall also engage experienced Designated Safety Personnel at site if required for day to day supervising safety compliances related to construction, fabrication and erection work.

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

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

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

14. Setting Out

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

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

15. Care of the Work

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

16. Protection of the Existing Structures / Machines

i. The Contractor will be responsible for the protection of all existing structures, machines, cranes etc. adjacent to and within the Works from any type of damage.

ii. Before the commencement of work, the Contractor to take necessary precautions and measures to safeguard the existing structures/machines/materials and protect them from possible damages. For that the Contractor will arrange adequate safety nets, ropes etc. without any extra cost.

iii. If any damage occur by the Contractor or contractor's workmen, will be recovered suitably from the Contractor.

17. Existing Roads & Shop floor to be kept clean

i. Existing roads & Shop floor used by vehicles/machineries of the Contractor or any of his subcontractors for supplies of materials or plant shall be kept clean and clear of all dirt, mud or any other materials dropped by the said vehicles or their tyres. The Contractor shall provide and maintain all equipment as may be necessary to keep the Owner's roads clean as required by this Clause.

ii. Any damage caused by the Contractor to the surface of the roads or car parks shall be made good at his own cost.

18. Control of Pollution / Health Hazards

i. The Contractor shall take care to comply with current legislation on the Control of Pollution.

19. Site-in charge / Log Book / Hindrance & other Records

i. One fully responsible and experienced / Qualified Site-in-charge has to be posted at the site during progress of work.

ii. One dedicated and experienced / Qualified Safety Officer at site

iii. Details of technical personnel deployed for the job.

iv. Log book for re-work/ modification.

v. Site instruction book.

vi. Details of materials brought by vendor along with copies of challan.

vii. Proper record of hindrances is to be maintained by the contractor for the purpose of timely removal of the hindrance and is to be put up for approval by the Engineer on weekly basis.

20. Clearance of Site

i. During construction work, the Contractor shall remove all unsalvagable dismantled materials, excavated surplus earth etc. as directed by the Engineer from the site progressively so that construction activities remain unaffected. These materials shall be disposed off to a suitable area (to be arranged by the Contractor in conformity with statutory rules) outside the GRSE premises.

ii. On receiving the Completion Certificate, the Contractor shall remove any remaining Contractor's Equipment, surplus material, scrap materials, wreckage, debris, rubbish and temporary works from the Site or as directed by the Engineer.

iii. The site shall be handed over in a tidy and workmanship manner.

iv. If all these items have not been removed within 28 (twenty eight) days, after the issue of Completion Certificate the Owner may sell or otherwise dispose of any remaining items. The Owner shall be entitled to be paid the costs incurred in connection with, or attributable to, such sale or disposal and restoring the Site.

21. SPECIAL TERMS AND CONDITIONS OF CONTRACT

21.1 Technical Eligibility Criteria

i. **Bidder shall have experience of successful execution of Similar Nature (Type of Job i.e. Work Station work and related civil work during last five (05) years.** Supporting documents meeting Technical Eligibility Criteria to be submitted along with the bid. Also full contact details like name, address, telephone numbers of the person under whose direct jurisdiction the work was executed etc.) to prove that they had carried out such works successfully in any PSU / Corporate house / Industry.

ii. **Bidder has to fulfill experience in successful completion of aforesaid similar jobs of value not less than Rs. 14 Lakhs for one job including taxes / not less than Rs. 9 Lakhs each for two jobs including taxes in last five (05) years. The bidder must submit necessary proof duly endorsed along with the bid.**

21.2 Submission of Technical Documents along with the Bid

21.2.1 The Tenderer shall submit following documents along with their bids:

i) Bar chart / schedule of work.

ii) Necessary supporting documents for experience as per technical eligibility criteria.

21.3 Site Condition

21.3.1 The Tenderer shall consider that accommodation for personnel of the Contractor and their sub-contractors is not allowed to reside at GRSE premises.

21.3.2 All the work sites are within the compound of a running engineering works and the Contractor's works will have to be carried out in a manner so as to avoid interruptions in the normal shipyard production activities. Accordingly, the Contractor is to co-operate with GRSE to minimize disruption to ship building activities and is to preserve and maintain GRSE vehicular access route for the transport of ship blocks etc.

21.3.3 Tenderer must carefully consider his method of work and safety of the works in relation to ground conditions, site approach & limited access.

21.3.4 Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions / situations and full implications of the assignment in particular the erection method. This will also help him in proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the Tenderer and shall be at his own responsibility and risk.

21.4 Site Consultations

21.4.1 The work shall be carried out in consultation with the ES&CM Department/TCU Unit/ User Dept/ GRSE headed by AGM (ES & CM), with other officers as nominated by GRSE.

21.5 Award of Work

21.5.1 L1 Bidder quoting lowest total Tender Sum against the said job will be decided after price evaluation of the said work.

21.5.2 The work will be executed as a whole without splitting of order.

21.6 Work Done Certificate (W.D.C.)

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

21.7 Completion Period

21.7.1 Completion period of the entire scope of work under this tender shall be:-

Total 90 (Ninety) Days from the date of issue of LOA/Work Order whichever is earlier.

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

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

21.8 Guarantee Period / Defect Liability Period (DLP)

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

21.9 Terms of Payment and Bill Certification

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

21.9.2 Payment will be made against R.A. Bill and Final Bill after completion of work on certification of quantum and quality of work by Engineer / Engineer's Representative.

21.9.3 The Bill submitted by Vendor will be certified by AGM(ESS/CM)/ SM(ESS/CM).

21.9.4 The Final Bill will be certified after total completion of the work and after certification of ESS/CM Dept.

21.9.5 Maximum 02 Bills will be accepted (One R.A.Bill and One Final Bill) for this tender Work.

21.10 Ownership of Scrap

21.10.1 All scrap items (salvageable) i.e. Metal and wooden scrap materials (loose) if obtained/generated by demolishing of any structure / during excavation shall remain the property of the Owner/GRSE and shall be shifted and stacked at place earmarked by owner within GRSE premises and other GRSE units (within a lead of 3KM). However, steel embedded within concrete shall be disposed of from site by the Contractor along-with excess earth, debris and rubbish etc.

21.11 Completion Certificate

21.11.1 When the whole of the work has been completed to the satisfaction of the Engineer and has passed any final test as per the Specification/Contract/ instruction of the Engineer, the Contractor shall, within 21 (twenty one) days of submission of his application to the Engineer, be entitled to receive a 'Certificate for Completion' of work.

21.11.2 If any part of the total work having been completed to the satisfaction of the Engineer, be taken over and / or used by the Owner, the Contractor shall on application be entitled to partial completion certificate indicating the portion of the work covered by it, so that the Contractor's liability during Defect Liability Period of the Contract, if any, shall commence from the date mentioned in such certificate so far as the completed portion of the work is concerned.

21.12 Variation and its Valuation

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

21.12.1.1 Increase or decrease the quantity of any work included in the Contract.
21.12.1.2 Omit any work included in the Contract.
21.12.1.3 Change the character or quality of kind of any work included in the Contract.
21.12.1.4 Execute extra and additional work of any kind necessary for completion of the works.

21.12.2 Quantities in Price Schedule are estimated

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

Value of contract may increase up to a maximum of 10% of the total Contract Value. This is to be a cumulative total for all variations. The Contractor shall give reasonable prior notice to the Engineer of any variation which may cause this cumulative limit to be exceeded.

21.12.3 Payment for Extra, Additional, Omitted, Substituted Work.

21.12.3.1 The Contractor shall not be entitled to any claim of additional work unless they have been carried out under the written orders of the Engineer.

21.12.3.2 The Engineer shall solely determine the amount (if any) to be added to or deducted from the sum named in the Tender in respect of any additional work done or work omitted by his order subject to approval of the Owner.

21.12.3.3 All additional or substituted work done or work omitted by order of the Engineer shall be valued on the basis of the rates and prices set out in the Contract, if in the opinion of the Engineer, the same shall be applicable. If the Contract does not contain any rates or prices directly applicable to the extra, additional or substituted work, the Engineer shall solely determine suitable rates in the manner deemed by him as fair and reasonable, and his decision shall be final, binding and conclusive.

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

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

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

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

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

21.13 **Site Visit and Pre Bid Meeting :** Vendors must visit the working site and attend Pre Bid Meeting before quoting the rate with a written intimation to the Civil Dept. During the visit the vendors must thoroughly survey / inspect the site condition / structure for proper assessment of work requirement. **If at any stage it is found that vendors has not visited the site / Visited site without proper intimation to Civil Dept FDJ Unit / Did not attend the Pre Bid Meeting then the Technical Bid of that Bidder will not be evaluated and the Bid of that particular vendor/bidder will be treated as cancelled.**

21.14 **BOQ (BILL OF QUANTITY) & LAYOUT DRAWING :**

As Attached.

LAYOUT DRAWING.

As Attached.

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