

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

**Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata
700024**

Main Unit Address: 43/46, Garden Reach Road, Kolkata-700 024

Phone दूरभाष: (033)2469-8100 to 8113 Extn बिस्तार 200/204

Web siteवेब: www.grse.in, E-Mailई मेल: Sharma.Archana@grse.co.in

CINसी आई एन: L35111WB1934GOI007891

SERVICE LEVEL AGREEMENT/NIT

To,

M/s. Hoogly Nadi Jalapath Paribahan Samabay Samity Ltd.

4/5, RISHI BANKIM CHANDRA ROAD,

HOWRA- 711101

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites **M/s. Hoogly Nadi Jalapath Paribahan Samabay Samity Ltd.** 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 Noनिविदा संख्या:	SCC/AS/ST/CISF Launch/033/ET-2032-R dated 12.12.2023
Job Title कार्य का नाम:	"HIRING ONE STEEL STRUCTURED LAUNCH ON 24x7 HRS BASIS WITHOUT F-O-L ON MONTHLY RENTAL BASIS FOR CISF RIVER SIDE PATROLLING DUTY FOR TWO YEARS." [to be executed as per SOTR No: Transport/CISF Launch/23-24 at Annexure-1]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (Main Unit)

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि		
Bid submission Closing Date निविदा जमा की अंतिम तिथि	15/12/2023	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	15/12/2023	16:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from date of opening of Tender (Part - I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उदधृत)	Not applicable for this tender
Earnest Money Deposit (EMD) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उदधृत)	Not applicable for this tender
Security Deposit (SD) प्रतिभूति	5% of Order Value (incl. GST)
Billing Frequency बिल करने की अवधी	Monthly
Evaluation of L1 एल1 का मूल्यांकन	NA



Note:- If any vendor other than **M/s. Hoogly Nadi Jalapath Paribahan Samabay Samity Ltd.** participates in this tender, then their offer will be rejected outright.

ARTICLE 3 अनुच्छेद-3: ANNEXURES FORM PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.nic.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities))
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Self-certification for not having blacklisted (attached with NIT)
Annexure 5 संलग्नक-5	Checklist for Bill Submission (attached with NIT)
Annexure 6 संलग्नक-6	Fire & Safety Guidelines (please refer www.grse.nic.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7 संलग्नक-7	Special condition of contract (please refer www.grse.nic.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer www.grse.nic.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.nic.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Format for - Bank Guarantee Format for SD (please refer www.grse.nic.in)
Annexure 11 संलग्नक-11	Guide line for Bank Guarantee (please refer www.grse.nic.in)

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

Self-Attested (by authorized signatory) documents are to be scanned and uploaded with Part I of bid		
1	DD/PO or MSME/NSIC Exemption certificate towards tender fee	NA
3	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Self-Certification for not having blacklisted /not received any tender holiday as per format at Annexure-3	Yes
6	Documents meeting the Technical Eligibility Criteria at Annexure-3	Yes
7	Check List for Bill Submission of Contractor at Annexure-3	Yes
8	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.	Yes
9	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
10	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.	Yes
11	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

- Registered Vendors with GRSE need not upload documents at Sl. No. 8 above, if valid documents already submitted / available with GRSE Vendor Registration Cell. **Bidders should mention Unique GeM Seller ID in COMMERCIAL MATRIX.**
- Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO.



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

PHYSICAL SUBMISSION		
1	Tender Fee instrument	Nil
2	EMD Instrument	Nil
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	<u>Kolkata</u>

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

(A) Tenure of Contract संविदाकार्यकाल-The contract shall remain valid for two years from the date of issue of Letter of Acceptance/PO. However, based on the satisfactory performance of the bidder, the contract period may be extension for 3rd year as per same terms and conditions based on satisfactory performance in all respect

(B) Mobilisation Period लामबंदी अवधी- Within 07 (Seven) days from the date of issue of PO / LOA.

(C) Job Starting Date कार्य आरम्भ तिथी - Immediately after mobilization as per instruction of Transport Dept.OR their nominated representatives.

(D) Job Completion date / Period of Contract कार्य समाप्ती तिथी/अनुबन्ध का समय - The contract will be established for the duration of 02 years as per instruction of Transport dept., GRSE.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the Officer in-charge (Transport Dept.) is to be followed.

ARTICLE 8 अनुच्छेद-8: GUARANTEE& WARRANTY गारंटी एवं वारंटी -

Guarantee / Warranty of the job: Not Applicable.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed for the entire contract period till completion of the work. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra. No escalation whatsoever will be considered under any circumstances within the period of contract.

Price for total job (as per BOQ) is to be quoted with all taxes & duties. GST will be paid extra as applicable. No escalation whatsoever will be considered under any circumstances within the period of contract.

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

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्यवृद्धि: Not Applicable.

ARTICLE 11 अनुच्छेद- 9: UNREASONABLE QUOTES अतर्कसंगत भाव - Not Applicable.

ARTICLE 12 अनुच्छेद -12: OFFER VALIDITY प्रस्ताव की वैधता-

Offer is to 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 प्रस्ताव -

Conditional offers w.r.t. SOTR will not be accepted. However, in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE, then suitable loading for such deviation on the price quoted by the bidder will be considered (during TNC/CNC proceedings) prior to determine the L1 price.

ARTICLE 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन - Not Applicable as the job will be awarded to M/s. Hoogly Nadi Jalapath Paribahan Samabay Samity Ltd.

ARTICLE 15 अनुच्छेद-15: BOQ बीओ क्यू -

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of GRSE. However, the Contractor will be paid based on actual quantity executed as per certification of GRSE.

Sl. No.	Job Description (Items)	Quantity	UOM
10	HIRING LAUNCH FOR CISF		
1	LAUNCH FOR CISF_PATROL DUTY	24	MON

NB: (i) UOM = Unit of Measurement. (ii) MON – Month Detailed scope of work for above job is as per SOTR.

ARTICLE 16 अनुच्छेद-16: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य_
Not Applicable.

ARTICLE 17 अनुच्छेद-17: 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. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for further processing.

ARTICLE 18 अनुच्छेद-18: MICRO& SMALL ENTERPRISES सूछ्छम एवं छोटे उद्योग –

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

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 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड -

A. Technical Criteria तकनीकी मापदंड -

- (i) Should have valid Trade License no.
- (ii) Should have valid GST registration no.
- (iii) Should have at least 5 years of experience in the related job of providing launch service to various offices. (Copy of Work Order or related document to be enclosed)
- (iv) Bidder having self-owned launch/company owned (leased) launch/owner driven launch will only be eligible to apply. For the launch owned by person other than the bidder, an agreement on non-judicial stamp paper of Rs 10/- duly endorsed by the notary of the court to be submitted pledging the launch in favour of the agency for hiring/rental purpose.
- (v) Format for Technical Eligibility Criteria (**Annexure - 3**) in this regard and documentary evidence in support of the criteria mentioned above has to be submitted by the bidder along with Techno-Commercial offer. The bid shall be liable to be rejected in case of non-submission of documentary evidence.

- B.** The bidder should give self-certification (as per Annexure-4) 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 **31.10.2023**. 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.

Self-certification is to be submitted as per format attached at **Annexure-4 attached with the NIT SLA.**

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-4**, 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 of the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.



2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if 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 or, 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 or, 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. Generally, Contractors assumes all safety related responsibility 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. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. Job is to be carried out as per SOTR and instruction of the Engineer in-charge charge/Quality/Inspection Authority of GRSE or PL/his nominated representative.
8. Any Drawings or technical information shared with the bidders, are confidential in nature/ the Intellectual Property of GRSE and will be governed by the specific Acts applicable thereto. Any related drawings / documents issued to the sub-contractor should not be copied/ shared and to be returned to GRSE after completion of work.
9. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed.
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 tenderize 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.
13. Difficulty in submitting the bid:
 - a. Any query /difficulty in understanding of SOR or other technical terms may be got clarified from, **Mr. BINOD KUMAR PANDIT, MGR (Admin-Transport) / Main Unit, Mobile No. +91 8584014350, e-mail: Pandit.BinodKumar@grse.co.in** prior to submission of offer



- b. The commercial aspects may be got clarified from **Ms. Archana Sharma, MGR (Contract) / 61P Unit, Mobile No. 9147162441, e-mail: Sharma.Archana@grse.co.in** prior to submission of offer.
- c. **E-mail Address for communication संचार हेतु 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.grse.in/etender> or <http://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.



ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड –

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the tender enquiry.
8. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.20 (d)], then offer will be treated as cancelled.
9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. **M/s. Hoogly Nadi Jalapath Paribahan Samabay Samity Ltd.** not agreeing for furnishing of the required Security Deposit (SD).
11. Bidders not submitting Original Bid Security Declaration within 7 GRSE working days from the tender closing date.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा –

A. Security Deposit प्रतिभूति जमा – Not Applicable for this job.

B. Inspection of Log Book / Duty Slip- The bidder shall maintain the Log Book / duty slip where the boarder (CISF) shall filled up all entries viz. details of journey, etc. The said log book / duty slip must be signed by the user/boarder. The original log book / duty slip must be submitted along with the bill duly signed by the bidder for duty performed in a month.

C. Bill Submission बिल प्रस्तुति:

(i) On obtaining WDC, bills are to be raised on monthly basis. Bills are to be submitted along with supporting document (Work Done Certificate Copy etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Bill certifying officer.

(ii) The monthly bills in 4 copies along with the duty slips duly endorsed by CISF are to be submitted within 10 days of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

D. Payment Terms भुगतान की शर्तें:

(i) 100% Payment will be made on monthly progressive basis within 30 days from the date of submission of commercially cleared bill through ECS/NEFT/Electronic Fund Transfer subject to deduction of Tax as per rules. No advance payment is permissible

(ii) Submitted bills will be cross-verified in all aspect by GRSE Transport Department and will be cleared for payment by GRSE Transport Officer.

(iii) Payment will be made on actual certification basis through ECS mode.



Bill certifying Authority: MGR (Transport) or his nominated officer.

E. Liquidated Damages/Penalty निर्णीत हर्जाना/ :-

In case of failure to provide the launch due to Break-down or any other reason, the bidder shall be liable to pay liquidated damage/penalty as below:

- a) @Rs.4000/- for full day & night (24 hrs.)
- b) @Rs.200/- per hour in other cases.

In case the bidder fails to provide suitable launch within specified time from the date & time of intimation, alternative launch shall be arranged by GRSE at the risk and cost of the bidder. A proportionate amount or the cost of alternative hiring whichever is higher shall be recovered from Bidder's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder.

F. 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.

G. Fire & Safety Precautions (for working inside GRSE): -

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

H. 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
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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. **Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी) (for working inside GRSE):** In case of work to be carried out at GRSE, one fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.
- J. **Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधि 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, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.

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

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

ARTICLE 25 अनुच्छेद-25: PRE BID MEETING बोली-पूर्व बैठक: Not Applicable.

Archana Sharma
MGR. (Contract)/ 61P Unit
(Cont. no.9147162441)
Sharma.Archana@grse.co.in





9. The launch should be covered by comprehensive insurance including the crew members and the boarders.

DEPLOYMENT OF CREWS & SERVICES:

10. The Launches shall be duly maintained and kept in excellent condition at all times and to be operated by qualified, competent and trained crews provided by the bidder. The Launches shall be provided with adequate number of accessories such as navigation lights, flood light (rotating types) on both end, life saving equipments, life jackets, fire extinguishers, provision of bunk area to be covered in case of rains, etc. Besides the above, the launch need to be surrounded in front of the engine so that no backwards can be seen. Partisan with wooden plate between engine and seating site is also required. Safety chain and sufficient numbers of life byays to be placed surrounding to the launch.

11. The crew members operating the launch must be good swimmer.

12. The crew members must carry out the duties as assigned by GRSE Transport Department/ CISF and/or any authorized representative of GRSE. Refusal of duty by the crew member/bidder shall not be accepted in any case.

13. Any crew member found misbehaving with the boarders shall be reported to the bidder and bidder shall take immediate and appropriate action to avoid such incidence in future. The crew member must not be permitted to drive under the influence of Alcohol and similar substances.

14. Representative of GRSE/user will have the right to verify at any time, the License of the crew member on duty and all relevant papers like Insurance paper, Permit etc. which shall be in possession of the crew member always.

15. The crew member should have a sense of punctuality and courtesy. The launch on duty should not be interlinked with other duties.

16. The bidder shall bear and pay all penalties or other amount payable for violation of River Traffic Rules or any other Act / Rules enforced from time to time and GRSE Ltd. shall not be liable in any manner whatsoever in this regard.

17. In case of breakdown of the launch on duty, immediate replacement should be arranged by the bidder within 24 hrs.

18. During the contract period, if the launch is seized/detained/impounded by the River Traffic Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the bidder.

19. Since GRSE is certified for some standard management system it is mandatory that all the requirements of the River Marine Act, Children Labour (Prohibition & Regulation) Act, etc. are to be complied with by the bidder.

20. In the event of dispute of any nature, the decision of GRSE shall be final and binding on the bidder.



21. The bidder shall not be allowed to transfer or assign the contract to any person/company/firm.
22. If after award of contract, the performance of the bidder is found unsatisfactory or bidder deviates from any of the Conditions of Contract, GRSE reserves the right to cancel the contract and forfeit the Security Deposit at any time after issuing notice(s) for unsatisfactory performance to the bidder.
23. The bidder shall produce all the relevant documents for the purpose e.g. Permit, Insurance, License, etc. for inspection as and when asked for and also these documents should be submitted on yearly basis to transport department, GRSE Ltd.

PERIODICAL INSPECTION:

24. Periodical inspection shall be undertaken for assessing maintenance needed and/or enquiry of the relevant document and the decision of the GRSE Transport Department or any authorized representative of GRSE in this regard shall be final. On intimation maintenance job is to be carried out by the bidder within three days and for such a period an alternate arrangement must be provided by the bidder.

SUPERVISION:

25. The Bidders shall ensure due supervision and discipline amongst the crews and his other employees deployed in the launch.

INSPECTION OF LOG BOOK / DUTY SLIP:

26. The bidder shall maintain the Log Book / duty slip where the boarder (CISF) shall filled up all entries viz. details of journey, etc. The said log book / duty slip must be signed by the user/boarder. The original log book / duty slip must be submitted along with the bill duly signed by the bidder for duty performed in a month.

RENTAL CHARGE / CONTRACT PRICE:

27. An all inclusive consolidated amount per month will be paid by GRSE as rental charge for all the actual services rendered by the bidder.
28. The rates agreed by the bidder shall be final and will remain firm and fixed for the entire contractual period. GST will be charged extra as per Rules.

DEDUCTION DURING BANDH:

29. In case of Bandh / Strike, when no launch can ply, the deduction for such failure will be made on pro-rata basis as mentioned in clause 38.

STRIKE / LAY OFF:

30. In case of strike/lay off and as and when the Bidder is given prior intimation for not plying the Launches no claim or compensation will be entertained by GRSE for such period. In case of any labour trouble on either side, seven days notice shall be served for stoppage/temporary



suspension/discontinuation of services. Temporary suspension of services/failure to maintain the timings of trip schedule in the situation caused by natural calamities will also be subject to deduction.

SUBMISSION OF BILL:

31. The monthly bills in 4 copies along with the duty slips duly endorsed by CISF are to be submitted within 10 days of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

TERMS OF PAYMENT:

32. Submitted bills will be cross-verified in all aspect by GRSE Transport Department and will be cleared for payment by GRSE Transport Officer.

33. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS/NEFT/Electronic Fund Transfer subject to deduction of Tax as per rules. No advance payment is permissible.

GOODS & SERVICE TAX:

34. Goods & Service Tax will be applicable as per rules.

OPERATING EXPENSES:

35. All expenses required for running the launch such as repair/maintenance, replacement including salary of crews inclusive of statutory liabilities, Taxes, License Fees, etc. except F-O-L shall be paid and borne by the bidder and no claim on any such account can be raised upon GRSE Ltd. in this regard.

ADDITIONAL REQUIREMENT:

36. In case of necessity of GRSE, the bidder should provide additional launch in case of exigency and/or as and when requirement within stipulated time at short notice and hiring charge of same will be paid extra.

LIQUIDATED DAMAGES / PENALTY:

37. In case of failure to provide the launch due to Break-down or any other reason, the bidder shall be liable to pay liquidated damage/penalty as below:

- a) @Rs.4000/- for full day & night (24 hrs.)
- b) @Rs.200/- per hour in other cases.

38. In case the bidder fails to provide suitable launch within specified time from the date & time of intimation, alternative launch shall be arranged by GRSE at the risk and cost of the bidder. A proportionate amount or the cost of alternative hiring whichever is higher shall be recovered from Bidder's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder.



REPAIR & MAINTENANCE:

39. The launch shall be kept neat and clean and maintained in good working & running order and condition as per standard practice. The launch should be repaired as per requirement for which all expenses will be borne by the bidder. Such repairs should not disturb the routine duty of the launch. GRSE to be informed immediately of any replacement of the launch for the period of repair. Inspection to be done for substitute launch which should be of equivalent standard and will be allowed only for specific period. In the event bidder fails to provide / arrange alternate launch during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies.

REPLACEMENT AGAINST ANY BREAK-DOWN OR FOR ANY OTHER REASONS:

40. In the event of any break-down or mechanical trouble in the launch, the Bidder shall provide a substitute equivalent launch forthwith only after inspection of the launch so that CISF/Security personnel do not suffer any inconvenience. In case of failure to provide substitute launch, GRSE will be at liberty to hire a launch of similar or near similar capacity depending upon the availability from an alternative source at the risk and cost of the Bidder and in that event the Bidder shall be liable to pay the differential cost for hiring of such launch which will be recovered from the pending bills of the Bidder towards monthly hire charges or from any other available source, security or fund. GRSE also reserves the right to initiate any other action or actions as may be considered appropriate including termination of the contract at the risk and cost of the Bidder in the event of continuous or recurring failure on the part of the Bidder to provide substitute launch. GRSE shall also deduct proportionately the hiring charges for the launches not provided as intimated by the CISF. In case, the bidder fails to do so within ten minutes from the time of occurrence of failure, the bidder shall pay Penalty / liquidated damages for the time period when the launch is not provided and the same will be deducted from the Bills as per clause 37.

41. Mere approval of launch after inspection does not relieve the bidder from contractual obligation of providing comfortable launch. Whenever the launch becomes uncomfortable due to any reason, what so ever, the bidder shall be bound to replace the launch with suitable equivalent launch. In this regard the decision of GRSE or the Transport Officer / In-charge of Transport Department of GRSE would be final and binding on the Bidder.

42. In case the bidder fails to provide suitable launch within one week from the date of intimation, alternative launch shall be arranged by GRSE at the risk and cost of the bidder and the differential charge, if any shall be recovered from bidder's security deposit or pending bills.

INDEMNIFICATION:

43. The bidder shall duly observe and comply with all laws, rules and regulations relating to running of the launch and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. However, bidder must possess necessary licenses/registration with all statutory authorities, as are required in law.



44. The bidder will keep GRSE indemnified of from and against all claims and demands by the employees of the bidder whether in respect of any accident or for injury or for employment or in any other respect what-so-ever.

COMPENSATION AGAINST ANY ACCIDENT:

45. In the event of any accident occurred during ferrying/Patrolling of CISF Personnel or other GRSE authorized personnel, whether at the Jetty or in the river, resulting injury or loss of life of any of GRSE employees or CISF personnel due to fault of the launch or negligence of the Bidder's crews, the Bidder shall be liable to compensate for the injury or loss of life as may be legally admissible. In order to safe guard against such contingency the bidder must at its own cost take up proper insurance with a reputed Insurance company to cover full amount of compensation that may be payable in respect of any accident including third party coverage. However, the bidder must advise clearly to their crews to adhere to the safety rules and discipline. GRSE Ltd will not be responsible for any damage of their launch or crews.

PERIOD OF CONTRACT:

46. The contract shall remain valid for a period of **two years** from the date of issue of Letter of Acceptance/Service or Work Order. There will be the provision of extension of contract period for 3rd year as well on same terms and conditions based on satisfactory performance in all respect.

OMISSION/COMMISSION:

47. The Bidder shall be fully responsible for all acts of omissions or commissions of the employees to be deputed by them and shall be liable to reimburse all losses and damaged caused to GRSE due to such omissions or commissions by the said employees, without any demur immediately on a demand by GRSE Ltd. in such regard.

VIOLATION OF MARINE ACT / OTHER RULES:

48. The Bidder shall be fully responsible to bear and pay all penalties or other amount payable for violation of Marine Act / other rules enforced from time to time and GRSE Ltd shall not be responsible in any manner whatsoever in this regard.

RIGHTS:

49. GRSE Ltd reserves the right for any variation, modification or alteration of any Terms or Conditions contained herein and such variation / modification / alternation shall be binding on the bidder.

50. GRSE Ltd reserves the right to accept or reject any offer or a part thereof without assigning any reason.

51. GRSE Ltd reserves the right to hire ferry services from other agency/service provider in order to maintain uninterrupted services in fair, transparent & equitable manner as deemed fit at the risk and cost of the bidder and no claim/complaint in this regard will be entertained.

DECLARATION:



52. The bidder hereby agrees that if any inconvenience caused to the passengers of the launch due to:-

- i) Misbehavior of crews
- ii) Rain water leakage
- iii) Bad condition of the launch
- iv) or any other reason attributable to inconvenience or for good patrolling,

The bidder shall be obliged to take immediate remedial measures and/or change the launch as the case may be. If the substitute launch is not acceptable to GRSE, the bidder shall be obliged to accept termination of the contract. All other Terms and Conditions are acceptable to the bidder.

BREACH OF TERMS & CONDITIONS:

53. In the event of failure or breach on the part of the bidder to perform and/or comply with the Terms & Conditions of the contract, the contract shall be terminated by serving 30 days' notice in writing by GRSE at the risk and cost of the bidder. Differential cost so incurred and/or any other loss or damage suffered by GRSE due to such failure on the part of the bidder shall be recovered from the bidder from their pending bills or through any other recourse considered appropriate. In addition to this recourse as above, the Security Deposit submitted by the bidder shall also be forfeited by GRSE.

TERMINATION:

54. In case, the bidder commit breach of any of the Terms and Condition set forth herein, including failure to render services to the satisfaction of GRSE, the contract shall be terminated at the risk and cost of the bidder upon one month notice in writing.

FORECLOSURE:

55. The contract may be foreclosed by GRSE without any financial implication/obligation whatsoever by giving one month's notice with or without assigning any reason. In the event of foreclosure, the bidder shall be entitled for payment of all their dues for the services rendered by them till the date of foreclosure. No claim of any loss or damage whatsoever shall be claimed by the transporter from GRSE on account of such foreclosure.

56. **ELIGIBILITY CRITERIA:**

1	Should have valid Trade License
3.	Should have valid GST registration
4.	Should have at least 5 years of experience in the related job of providing launch service to various offices. (Copy of Work Order or related document to be enclosed)
5.	Bidder having self-owned launch/company owned (leased) launch/owner driven launch will only be eligible to apply. For the launch owned by person other than the bidder, an agreement on non-judicial stamp paper of Rs 10/- duly endorsed by the notary of the court to be submitted pledging the launch in favour of the agency for hiring/rental purpose.



57. Monthly Rental :

(Rental should be both in word and figure. In case of any dispute amount written in word would be relevant.)



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

(1) Integrity Pact समग्रताअनुबंध (For the value of Contract more than Rs.2.0 Cr.) (Not applicable for this tender):

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

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

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

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.
- iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.
- iv. Above allocation of order will be done only if the tendered service is allocable.



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

- a. Tender Documents will be issued free of cost.
- b. Earnest Money Deposit will be exempted.
- c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.

(3) Tender Fee (निविदाशुल्क): Non Refundable- Not applicable for this tender.

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

(4) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित) - Not applicable for this tender.

- 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. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits



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

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

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 21 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

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

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.



iv. NSIC registered under single point may be exempted from depositing the security deposit. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate / EM Part-II should cover the activity for which tender is issued.

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

(7) GST REGISTRATION (जी एस टी पंजीकरण): - The vendor will have to submit copy of GST registration certificate along with the Technical bid.

(8) GUARANTEE PERIOD (गारंटी अवधि):

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

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

(9) PRICE (मूल्य):

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

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

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

The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

(10) JOINT VENTURE OR CONSORTIUM (संघठन):



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

i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners

ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,

iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,

iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,

v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.

vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,(work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.

vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,

viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,

xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.

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

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

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

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of



same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

(13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ - The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE -9. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE -9. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

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

(16) INSURANCE (बीमा) :- The Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to -

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

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

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

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



(18) WORKING HOURS:

The Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same at no extra cost.

(19) INDIVIDUALITY OF THE CONTRACT:

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

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

(21) SECURITY OF INFORMATION:-

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

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

(22) REGISTRATION OF APPROVED VENDOR:

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

(23) CONTRACT WORKMAN WAGE PAYMENT: -

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

(24) In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.

(25) INSPECTION:-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection



Authorities (as applicable) for carrying out inspection of completed job.

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

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.

(26) CORRECTION OF ERRORS:

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

- (i) For manual tendering:-
- a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) For tendering through E-PROCUREMENT:-
- Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(27) FORCE MAJEURE:

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

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



(28) TERMINATION OF CONTRACT: In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

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

(30) OFFICE & STORAGE SPACE: The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(31) ARBITRATION (मध्यस्थता):-

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an



application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii) The language of the proceeding shall be in English."

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
 - ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
 - iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
 - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
 2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 03 YEARS ENDING ON 31.03.2022 TO JUSTIFY TECHNICAL ELIGIBILITY

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

(A) Details of Executed relevant jobs :

Sl. No.	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.10.2023 from taking part in Government tenders.

Or

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

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

Signature -----

Name -----

Designation: -----

Name & address of the firm: -----

Date:

Signature of Bidder with Seal.

**ANNEXURE 5**

CHECK LIST FOR BILL SUBMISSION - for Service Contracts				
A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)				
A.1	BTN (as per BTS System):-			
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)			
A.3	PO Number			
A.4	Name of Vendor			
A.5	Location of work :	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises		
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put ✓ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp

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

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

Signature of GRSE Bill Certifying Authority
with Designation