



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

Address GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024

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

CINसी आई एन: L35111WB1934GOI007891

SERVICE LEVEL AGREEMENT /NIT

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builder and Engineering Product Company, invites **selected** (/below mentioned) **contractors/firms** to submit **single stage two-part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering for the work package as per following bid document.

i. M/s. Hooghlyndi Jalapath Paribahan Samabay Samity

NIT Noनिविदा संख्या:	SCC/AS/ST/Launch Hiring/042/ET-2084	Dated 05.04.2024
Job Title कार्य का नाम:	"Hiring of Launch for Ferry service of GRSE employees between Jetty and nazirgunj Jetty for two years" as per SOTR Ref. No. Transport/Ferry/GRSE Employee/24-25 [Annexure-1].	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE, 61 Park 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	12-04-2024	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	12-04-2024	16:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	120 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 मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	Not Applicable
Earnest Money Deposit (EMD) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	Not Applicable
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	½ % per week, Max 5% of unexecuted job
PBG पी बी जी	10% of Order Value (indicative only)
Billing Frequency बिल करने की अवधी	Monthly progressive
Evaluation of L1 एल1 का मूल्यांकन	Not Applicable (SVN Case)

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

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC)
Annexure 3 संलग्नक-3	Format for – Bid Security Declaration form
Annexure 4 संलग्नक-4	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 5 संलग्नक-5	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 6 संलग्नक-6	Fire & Safety Guidelines
Annexure 7 संलग्नक-7	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer www.grse.in)
Annexure 8 संलग्नक-8	Special condition of contract (please refer www.grse.in →Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure9 संलग्नक-9	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Check List for Bill submission (please refer www.grse.in →Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Bank Guarantee Format for SD (please refer www.grse.in → Tender→ Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Bank Guarantee Format for PBG(please refer www.grse.in → Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	Guideline for Bank Guarantee (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 e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज	
1	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with documentary evidence and MSE certificate to be submitted
2	Bid Security Declaration form as per Annexure-3
3	Self-Certification for not having blacklisted /not received any tender holiday as per format at Annexure-4
4	Check List for Bill Submission of Contractor at Annexure-10
5	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.
7	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
8	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.
9	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID

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



- b) 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.**
- c) 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 5 अनुच्छेद-5: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

- (A) **Tenure of Contract अनुबन्ध का समय:** The contract shall be valid for a period of 02 (two) years from the date of placement of LOA/PO.
- (B) **Job Starting Date कार्य आरम्भ तिथि:** Tentatively from 01.06.2024 after issuance of PO/LOA/letter by Transport Dept. or their nominated representatives.
- (C) **Job Completion date कार्यसमाप्ति तिथि:** The contract shall remain valid for a period of 02 (two) years after starting of job.

ARTICLE 6 अनुच्छेद-6: 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 7 अनुच्छेद-7: GUARANTEE& WARRANTY गारंटी एवं वारंटी - Not Applicable

ARTICLE 8 अनुच्छेद-8: 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.

ARTICLE 9 अनुच्छेद- 9: UNREASONABLE QUOTES अतर्कसंगत भाव -

- i. In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.



iii. If the justification is acceptable to GRSE, then the bidder has to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract GRSE shall reserve the right to impose tender holiday for a period of at least 03 years.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि – Not Applicable.

ARTICLE 11 अनुच्छेद -11: OFFER VALIDITY प्रस्ताव 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 12 अनुच्छेद-12: 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 13 अनुच्छेद-13: DETERMINATION OF L1 एल-1 का चयन - Not Applicable

ARTICLE 14 अनुच्छेद-14: BOQ बी ओ क्यू –

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the entire period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However, the Contractor will be paid based on actual quantity executed as per certification of GRSE.

SI. No.	Description	Qty.	UOM
01	Hiring of 400 capacity Launch	1200	Each
02	Hiring of 250 capacity Launch	600	Each
03	Hiring of 100 capacity Launch	4200	Each

N.B. - (i) UOM – Units of Measurement, (ii) EA – Each (Each trip)

Please note, the quantity mentioned above is tentative for entire contract period. The service to be provided by the vendor as and when required basis during the contract tenure.

ARTICLE 14 अनुच्छेद-14: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य_

Not Applicable

ARTICLE 15 अनुच्छेद-15: 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 16 अनुच्छेद-16: MICRO& SMALL ENTERPRISES सूछम एवं छुटे उद्युग -

- a) 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.
- b) 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.
- c) 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 17 अनुच्छेद-17: ELIGIBILITY CRITERIA पत्रता के मापदंड -

A. Technical Criteria तकनीकी मापदंड - Not Applicable

B. Financial Eligibility Criteria वित्तीय मापदंड - Not Applicable.

ARTICLE 18 अनुच्छेद-18: 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.
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 Pandit, MGR (Transport), e-mail: Pandit.Binod@grse.co.in** prior to submission of offer.
 - b. The commercial aspects may be got clarified from **Ms. Archana Sharma, MGR (Contract)/ Main Unit, Mobile No. 9147162441, e-mail: Sharma.archana@grse.co.in** prior to submission of offer.
14. **E-mail Address for communication**संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

ARTICLE 19 अनुच्छेद- 19: 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 20 अनुच्छेद-20: 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. Bidder 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 21 अनुच्छेद-21: POST AWARD APLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा -

A. Security Deposit प्रतिभूति जमा -

Non-interest-bearing security deposit of 5% of total order value (inclusive of GST) is to be deposited in the manner elaborated at Clause 5 of GRSE STAC at **Annexure-2**.

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

Work done certificate shall be prepared by the Service provider/Contractor and shall be placed before GRSE representatives to get it endorsed by GRSE Transport Department/Department concerned. Updated log book along with actual work done shall be placed before GRSE representative to get the Work Done Certificate.

C. Bill Submission बिल प्रस्तुति:

On obtaining WDC bills are to be raised in line with job stage recognition stated in SOR. Bills are to be submitted at the Bill Receiving Counters located at the gate of each unit of company. Bill is to be packed in sealed envelope super scribing on the envelope stating Purchase Order No., Vendor code, Bill No./ Invoice, Name of person /employee to whom bill is to be addressed for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be concerned Bill certifying officer.

D. Payment Terms भुगतान की शर्तें:

- a. Submitted bills will be cross-verified in all respect by GRSE Transport Department and will be cleared for payment by GRSE Transport Officer.
- b. 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.
- c. Payment will be made on actual certification basis through ECS mode.
- d. No advance payment will be made in any circumstances.

E. INSPECTION AUTHORITY: - Transport dept.



F. LIQUIDATED DAMAGES/ PENALTY हर्जना:

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

- i. 400 capacity launch - @Rs 1500/- per trip.
- ii. 250 capacity launch - @Rs 1000/- per trip.
- iii. 100 capacity launch - @Rs 600/- per trip.

40. 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. In case, the cost exceeds for alternative hiring the differential amount 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.

G. RISK PURCHASE: -

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.

H. Damage of Materials/ Equipment: - The Subcontractor will ensure that **NO Damage** is caused to the Materials, Equipment's or any other property of GRSE during construction due to negligence and/ or any reason whatsoever by the subcontractor. The cost of damage will be suitably recovered from Subcontractor's bill.

I. 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.

J. 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.

K. 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.

L. Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व) and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 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 22 अनुच्छेद 22: SUBMISSION OF BIDबिड 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 23अनुच्छेद 23: CONTRACT WORKMAN WAGE PAYMENT: -

1. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
2. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
3. Payment of wages to the contractor's employee 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. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

ARTICLE 24अनुच्छेद 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE- 5.

Ms. Archana Sharma
MGR (CONTRACT)
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GRSE LTD. / MAIN UNIT	SOTR FOR HIRING OF LAUNCH FOR FERRY SERVICE OF GRSE EMPLOYEES BETWEEN GRSE JETTY AND NAZIRGUNJ JETTY FOR TWO YEARS.	SOTR NO. Transport/Ferry/GRSE Employees/24-25
DEPTT.: TRANSPORT		REV:
INSPECTION : TRANSPORT	PREPARED BY : MANAGER (TRANSPORT)	CHECKED & APPROVED BY : DGM(ADMIN)

SCOPE OF SERVICE:

1. The bidder is required to provide Launch service for ferrying GRSE employees as per the following capacity of launch vis-a-vis timing mentioned below on each working day.

<i>Trip No.</i>	<i>Departure Time</i>	<i>Departure From</i>	<i>Launch Capacity</i>
1	05.40 Hrs.	Nazirgunj Jetty	100 Personnel
2	06.20 Hrs.	GRSE Jetty	100 Personnel
3	7.40 Hrs.	Nazirgunj Jetty	250 Personnel
4	7.50 Hrs.	Nazirgunj Jetty	400 Personnel
5	13.40 Hrs.	Nazirgunj Jetty	100 Personnel
6	14.20 Hrs.	GRSE Jetty	100 Personnel
7	17.10 Hrs. (On Saturdays @13.10 Hrs.)	GRSE Jetty	400 Personnel
8	17.30 Hrs. (On Saturdays @13.30 Hrs.)	GRSE Jetty	100 Personnel
9	21.40 Hrs.	Nazirgunj Jetty	100 Personnel
10	22.20 Hrs.	GRSE Jetty	100 Personnel

400 Capacity – 2 Trips; 250 Capacity – 1 Trip & 100 Capacity – 7 Trips.

The timing or capacity may vary from time-to-time depending on the actual requirement of GRSE which will be intimated to the bidder well in advance. Further, the requirement may increase or decrease during the contractual period. No claim or compensation is permissible on account of such changes during the contractual period.

2. Bidder shall provide additional trips over and above the mentioned 10 trips for any other urgent requirement. Same will be intimated on short notice through mail/sms/phone call. Payment of such hiring will be made extra as per the established rate. Any refusal to cater service will be viewed seriously.

3. The Launch shall be duly maintained in excellent condition at all times during the contractual period. It shall be provided with Navigation Light, Lifesaving equipments, Fire Extinguishers, etc.

4. The bidder shall not carry any passenger in the launch other than GRSE employees or as advised by GRSE management from time to time.
5. The bidder has to ensure modification of the launch as required by GRSE from time to time for safety & security of personnel.
6. The crew members of the launch should not enter GRSE premises and to be stayed only in the launch. Therefore, safety, supervision and discipline of the crews and other employees of the bidder, if any on board shall be the sole responsibility of the Bidder.
7. The bidder shall provide expert and sober crew member with the launch/s who must be fully conversant with existing Rules and Regulations like River Traffic Rule, Marine Act, etc.
8. The bidder is required to offer their launch for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If the bidder fails to offer their launch/s with the stipulated period or if the launch/s not accepted at the time of inspection or in case on non-production of relevant documents, their offer will be disqualified technically / commercially and Price Bid will not be opened.
9. The launch/s should be covered by comprehensive insurance including the crew members and the boarders.

STATUTORY COMPLIANCES:

10. The bidder must have possess valid papers/license/doucments/registration, etc. issued by the statutory authorities, authorizing the bidder to operate launch service and carry passengers under applicable Marine Act and other related laws, rules and regulations which may be in force from time-to-time. The bidder shall be sole responsbile for all statutory payment and dues.

DEPLOYMENT OF CREWS & SERVICES:

11. The Launch shall be duly maintained and kept in excellent condition at all times and to be operated by qualified, competent and trained crews. The Launches shall be provided with adequate number of accessories such as navigation lights, life saving equipments, life jackets, fire extinguishers, etc. Safety chain and sufficient numbers of life byays to be placed surrounding to the launch.
12. The crew members operating the launch must be good swimmer.
13. The crew members must carry out the duties as assigned by GRSE Transport Department and/or any authorized representative of GRSE. Refusal of duty by the crew member/bidder shall not be accepted in any case.
14. 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 operate under the influence of Alcohol and similar substances.

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

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

17. 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.

18. In case of breakdown of the launch on duty, immediate replacement be arranged by the bidder under intimation to GRSE through mail/sms/call should. So that the above mentioned timings and service being maintained.

19. 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.

20. 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 complied with by the bidder.

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

22. The bidder shall not be allowed to transfer or assign the contract to any person/company/firm.

23. 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.

24. 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:

25. 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:

26. 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:

27. Register will be maintained on daily basis at GRSE Jetty by CISF. All entries viz. Timing, capacity and no. of boarders, etc. Shall be duly filled in against all trips performed and will be signed by CISF. It is the responsibility of the bidder to check, confirm and countersign the entries made by CISF on regular intervals and preferably on daily basis. Photocopy of the said register must be submitted along with the bill duly signed by the bidder for duty performed in a month. After submission, any complaint regarding wrong entry in the said register will not be entertained.

RENTAL CHARGE / CONTRACT PRICE:

28. Consolidated rate per launch per trip will be paid by GRSE as rental charge for all the actual services rendered by the bidder on monthly basis (where per trip implies only one way journey). The rates shall be inclusive of all expenses necessary for continuation of the service throughout the contractual period like payment to crews, fuel, oil, other consumables. etc. and shall be liability of the bidder. Such expenses shall also include (but not restricted to) payment to Govt. authorities, Labour authorities, Fees connected with services, expenses of the bidder's establishment, salary, bonus, etc. of personnel employed for the launch/s and any other expenses whenever necessary.

29. 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.

30. No Advance payment is permissible.

DEDUCTION DURING BANDH:

31. In case of Bandh / Strike day, where bidder fails to provide launch/s, the deduction for such failure will be made as mentioned in clause 39 & 40.

STRIKE / LAY OFF:

32. In case of strike/lay off and as and when the Bidder is given prior intimation for not plying the Launch/s 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 / capacity of trip schedule in the situation caused by natural calamities will also be subject to deduction.

SUBMISSION OF BILL:

33. The monthly bills in 4 copies along with the photocopy of the register (log book/duty slip) 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:

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

35. 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:

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

OPERATING EXPENSES:

37. All expenses required for running the launch/s such as repair/maintenance, replacement including salary of crews inclusive of statutory liabilities, Taxes, License Fees, F-O-L, etc. 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:

38. 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 as mentioned in sl.2 above.

LIQUIDATED DAMAGES / PENALTY:

39. In case of failure to provide the launch/s due to Break-down or any other reason whatsoever, the bidder shall not be paid for such trips and would be liable to pay liquidated damage/penalty as below:

- a) 400 capacity launch - @Rs 1500/- per trip.
- b) 250 capacity launch - @Rs 1000/- per trip.
- c) 100 capacity launch - @Rs 600/- per trip.

40. 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. In case, the cost exceeds for alternative hiring the differential amount 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:

41. The launch/s shall be kept neat and clean and maintained in good working & running order and condition as per standard practice. The launch/s 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/s. GRSE to be informed immediately of any replacement of the launch/s for the period of repair. Inspection to be done for substitute launch/s which should be of equivalent standard and will be allowed only for specific period. In the event bidder fails to provide / arrange alternate launch/s during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies and impose penalty as above.

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

42. In the event of any break-down or mechanical trouble in the launch/s, the Bidder shall provide a substitute equivalent launch forthwith only after inspection of the launch so that GRSE employees 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.

43. Mere approval of launch/s after inspection does not relieve the bidder from contractual obligation of providing comfortable launch/s. Whenever the launch/s becomes uncomfortable due to any reason, what so ever, the bidder shall be bound to replace the launch/s with suitable equivalent launch/s. 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.

44. In case the bidder fails to provide suitable launch/s within one week from the date of intimation, alternative launch/s 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:

45. 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.

46. 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:

47. In the event of any accident occurred during ferrying of GRSE Personnel, whether at the Jetty or in the river, resulting injury or loss of life of any of GRSE employees due to fault of the launch/s 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:

48. 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:

49. 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:

50. 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:

51. 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.

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

53. 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:

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

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

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:

55. 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:

56. 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:

57. 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.

58. ELIGIBILITY CRITERIA:

1	Should have valid Trade License in operating Launch service.
2	Should have valid GST registration no.
3	Should have at least 5 years of experience in the related job of providing launch service. (Copy of Work Order or related document to be enclosed)

59. OTHERS:

1	Submission of self-certified copies of all statutory certificates/license/approvals/documents etc. is a pre-requisite condition for participation in the tender. Production of the original thereof at the time of Technical and Commercial Negotiation Meeting with the bidder is compulsory failing which the bid will be liable for rejection.
2	All sort of legal and commercial compliances should be carried out by the bidder during the validity of the contract, otherwise the contract with the bidder shall be liable for termination at the sole risk and cost of the bidder.
3	Mandatory that all the requirements of the Marine Act, Children Labour (Prohibition & Regulation) Act and all other Statutory Acts/Rules are to be complied with.

60. PRICE:

<i>Size of Launch</i>	<i>Rate per trip</i>
400 Capacity	
250 Capacity	
100 Capacity	

STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्ते (एसटीएसी)

(1) Integrity Pact समग्रताअनुबंध (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.

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 (सूक्ष्मऔरछोटेउद्यम) -

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.
- c) Following facilities/benefits may be given to MSEs: -
 - (i) Exemption for payment of Tender Fee & Earnest Money Deposit.

(ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)

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

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

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

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

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

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

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

g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:

(i) For proprietary MSE, proprietor(s) shall be SC/ST.

(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.

(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) Tender Fee (निविदाशुल्क): Non-Refundable - 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. / with Technical bid (Part-I).
- iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.
- vi. **Refund of Earnest Money Deposits**
 - a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
 - b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
 - c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

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

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in **Clause 30** hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor

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

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

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

- a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
- b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

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

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

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

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

(9) **PRICE (मूल्य):**

A. For Tender in NIC Portal:

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

B. For Tender in GeM Portal:

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

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

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

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

- (10) **QUANTITY VARIATION:** 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 ($\pm 25\%$) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

This will be as per SOTR/NIT terms.

(11) **UNREASONABLE QUOTES अतर्कसंगत भाव -**

A. For Job Contract:

- i) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.
- ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.
- iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. For Manpower Contract:

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

(12) **JOINT VENTURE:** (Not applicable for this tender)

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

- i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.
- ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.
- iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power

of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.

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

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

vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.

vii) If selected, PO would be issued in favour of the JV.

(13) **CONSORTIUM:** (Not applicable for this tender)

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

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

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

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

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

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

vi). If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.

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

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

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

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

xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by

an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

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

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

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

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

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

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

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

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

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

(18) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES:**

The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS: 177 - 1989 (Amended up to date), Variety 3

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

(19) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH &**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(24) **WORKING HOURS:**

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

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

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

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

(26) **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.

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

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

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

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

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

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

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

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

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

(31) **INSPECTION: -**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(32) **CORRECTION OF ERRORS:**

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

- (i) For manual tendering: -
 - a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) For tendering through NIC Portal: -

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

(iii) For tendering through GeM Portal: -

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

(33) **FORCE MAJEURE:**

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

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

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

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

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

(37) **ARBITRATION (मध्यस्थता): -**

i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection

with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
 - iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
 - v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
 - vi. Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
 - vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
 - viii. The language of the proceeding shall be in English.
- (38) **JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order

shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- iii) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

1. For any discrepancy between NIT (Notice Inviting Tender)/SOTR and STAC, NIT/SOTR statement may be taken as final.
2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

Form for Bid Security Declaration

Date: DD/MM/YYYY

Bidder's Ref: _____

GeM Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

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

Dear Sir / Madam,

We the undersigned declare that:

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

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

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 21 (i) of tender.

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

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

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

Date: DD/MM/YYYY

[Put corporate seal as appropriate]



FORMAT OF SELF-CERTIFICATION FOR DECLARATION
(To be submitted in Company's Letterhead)

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 -----
-(date)from taking part in Government tenders.

Or

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

In case the above information 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.



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
