



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(भारत सरकार का प्रतिष्ठान) (A GOVT. OF INDIA UNDERTAKING)

61, गार्डन रीच रोड, 61, Garden Reach Road,

कोलकाता-700 024 Kolkata 700-024

सी.आई.एन (CIN): L35111WB1934GOIQ07891

फोन Phone:2469-8100 से 8113

बिस्तार Extn. - 225

फैक्स Fax : (033) 3932/ 2020

वेबपेज Webpage : www.grse.in

ई-मेल : Sharma.Archana@grse.co.in

CORRIGENDUM - I

Tender No. SCC/AS/OT/STRENGTHENING SLIPWAY-2/RBD/ET-3005 dt.13.05.2024

JOB DESCRIPTION

**HIRING AGENCY FOR STRENGTHENING OF SLIPWAY-2 EASTERN SIDE WALL BY
PILING OF I-BEAM AT RBD**

The following SOTR to be read as ANNEXURE - I of this Corrigendum as follows.

All other terms & conditions will remain unaltered.

Dated 16.05.2024


Authorized Signature

**GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.**

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NOTICE INVITING TENDER (NIT)**निविदा आमंत्रण सूचना**

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

| | | |
|---|---|-------------------------|
| NIT No. निविदा संख्या: | SCC/AS/OT/STRENGTHENING SLIPWAY-2/RBD/ET-3005 | Date: 13.05.2024 |
| Job Title कार्य का नाम: | HIRING AGENCY FOR STRENGTHENING OF SLIPWAY-2 EASTERN SIDE WALL BY PILING OF I-BEAM AT RBD [to be executed as per SOTR No. SOR/ I BEAM PILING/SLIPWAY-2 dt.28.03.2024] | |
| Tender issuing Dept. बिभाग द्वारा जारी: | Contract Cell संविदा बिभाग (GRSE Main) | |

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

| SCHEDULE सारणी | | |
|--|------------------------------|-------------------|
| Pre Bid Meeting (if applicable) बोली-पूर्व बैठक (यदि लागु है) | 23-05-2024 | 11.00 Hrs. |
| Tender Due Date निविदा जमा की अंतिम तिथि | 03-06-2024 | 12:00 Hrs. |
| Tender Opening Date (Part I) निविदा खुलने की तिथि | 05-06-2024 | 14:00 Hrs. |
| Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी | 90 Days from Tender due date | |

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) | INR 500/- (Rupees Five Hundred only) |
| Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत) | INR 23,020/- (Rupees Twenty Three Thousand Twenty Only) |
| Security Deposit (SD) प्रतिभूति | 5% of Order Value (incl. GST) |
| PBG पी बी जी | 10% of Order Value (incl. GST) |
| Liquidity Damage परिनिर्धारित नुकसान | ½ % per week max. 5 % of unexecuted job |
| Billing Frequency बिल करने की अवधी | On completion |
| Evaluation of L1 एल1 का मूल्यांकन | L1 bidder will be decided on Totality |

| | |
|--------------------------------------|---|
| Liquidity Damage परिनिर्धारित नुकसान | ½ % per week max. 5 % of unexecuted job |
| Billing Frequency बिल करने की अवधी | On completion |
| Evaluation of L1 एल1 का मूल्यांकन | L1 bidder will be decided on Totality |

Note:- 1. **For pre bid meeting, please contact Sri. Kripa Charya Rai, SM (RBD-DOCK) mob: 9163331765/ E-mail: Rai.Kripacharya@grse.co.in**

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

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

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

The submission of EMD instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSE certificates by the firms.

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

| ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नक परिच्छेद | | |
|--|---|-----|
| Annexure 1 संलग्नक-1 | Statement of Technical Requirement (SOTR) and Special Terms and Conditions | Yes |
| Annexure 2 संलग्नक-2 | GRSE Standard Terms And Conditions (STAC) (please refer www.grse.nic.in) | Yes |
| Annexure 3 संलग्नक-3 | Format for - Integrity Pact (please refer www.grse.nic.in) | NO |
| Annexure 4 संलग्नक-4 | Format for Technical Eligibility Criteria (Attached with NIT) | Yes |
| Annexure 5 संलग्नक-5 | Format for Financial Eligibility Criteria (Attached with NIT) | NO |
| Annexure 6 संलग्नक-6 | Format for Self Certification (Attached with NIT) | Yes |
| Annexure 7 संलग्नक-7 | Fire & Safety Guidelines (please refer www.grse.nic.in) | Yes |
| Annexure 8 संलग्नक-8 | Special condition of contract (please refer www.grse.nic.in) | Yes |
| Annexure 9 संलग्नक-9 | Contractors Responsibility (please refer www.grse.nic.in) | Yes |
| Annexure 10 संलग्नक-10 | General Requirement (please refer www.grse.nic.in) | Yes |
| Annexure 11 संलग्नक-11 | Check List for Bill submission (please refer www.grse.nic.in) | Yes |
| Annexure 12 संलग्नक-12 | Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) | Yes |
| Annexure 13 संलग्नक-13 | Format for - Bank Guarantee Format for SD (please refer www.grse.nic.in) | Yes |
| Annexure 14 संलग्नक-14 | Format for - Bank Guarantee Format for PBG (please refer www.grse.nic.in) | Yes |
| Annexure 15 संलग्नक-15 | Guide line for Bank Guarantee (please refer www.grse.nic.in) | Yes |

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 | DD/PO or MSE/NSIC Exemption certificate towards tender fee | Yes |
| 2 | Technical Acceptance format as available with NIT after being downloaded and filled up | Yes |
| 3 | Commercial Acceptance Format as available with NIT after being downloaded and filled up | Yes |
| 4 | Documents meeting the Technical Eligibility Criteria as per format at Annexure-4 | Yes |
| 5 | Documents meeting the Financial Eligibility Criteria as per format at Annexure-5 | Yes |
| 6 | Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility. | Yes |
| 7 | PAN /TAN , GST , Labour License Certificate , Registration Certificate of the Company with ROC | Yes |
| 8 | Integrity Pact (refer clause 01 of STAC) | NA |
| 9 | Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner | Yes |
| 10 | Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID | Yes |

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

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

| PHYSICAL SUBMISSION | | |
|---------------------|--|---|
| 1 | Tender Fee instrument | Within 03 days from opening of Part-I bid |
| 2 | EMD Instrument | Within 03 days from opening of Part I bid |
| NOTE: | If instruments submitted through demand draft, the same to be drawn in favour of : | GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED |
| | The demand drafts should be payable at | <u>Kolkata</u> |

- a. Above original Negotiable Instruments as stipulated, to reach to Mrs. Archana Sharma, MGR (Contract), Contract Cell, GRSE, 61 Park Unit, 61 Garden Reach Road, Kolkata 700024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

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

- (A) **Job Starting Date** कार्य आरम्भ तिथि: Job must be started immediately after receipt of LOA/ PO (whichever is earlier).
- (B) **Job Completion date** कार्य समाप्ती तिथि: The entire job must be completed within **01 (One) Calendar Month** from the date of issuance of LOA/ PO (whichever is earlier).

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन:

“STRENGTHENING OF SLIPWAY-2 EASTERN SIDE WALL BY PILLING OF I-BEAM AT RBD” has to be carried out strictly as per SOTR No. SOR/ I BEAM PILLING/SLIPWAY-2 dt.28.03.2024 enclosed herewith as Annexure - I. In case of any doubt, instructions of the AGM I/C (RBD) is to be followed.

ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTEE गारंटी एवं वारंटी: Not Applicable.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य:

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

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

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव:

- i. In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and the tender will be cancelled. During re-tendering, such bidder with low quote will not be allowed for participation.
- iii. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 01 year.

ARTICLE 12 अनुच्छेद-12: 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 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव:

Conditional offers w.r.t. SOTR will not be accepted. However, in case of bidder wish to deviate on any / same commercial terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder.

ARTICLE 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन:

L1 bidder will be decided on total basic quote.

However, in case of loading the price due to any commercial deviation against the tender, GRSE will evaluate L1 bidder offline, considering all applicable loading factors decided during TNC / CNC proceedings on quoted price.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू:The quantity mentioned in BOQ may vary according to actual requirement of job during the period of contract. BOQ with item quantities for construction as part of SOTR are given in the tender is tentative. The quantities set out in the BOQ of the tender shall be treated as

estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.

| Job Description | QUANTITY | UOM |
|--|-----------------|------------|
| Strengthening of I Beam section driving in and inter-connection with back support at eastern side of slipway-2, RBD Unit | 1.00 | LS |

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

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

ARTICLE 16 अनुच्छेद-16: OPENING OF BIDS निविदा खुलना:

Part-I (techno-commercial) bid will be opened on the date declared in NIT. Part-II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूछ्छम एवं छुुुुुु उद्युुुुुुग:

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC)

All Micro & small enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य: Not applicable

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

Technical Eligibility Criteria तकनीकी मापदंड –

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

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

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

Commercial Eligibility Criteria वाणीजीक मापदंड –

- (i) The bidder should give self-certification (as per Annexure-6) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.04.2024. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note:

- a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) In case of non-submission of the self-certification document as per format at Annexure-6, the bidder will be treated as non-responsive and their offer will be rejected.

ARTICLE 20 अनुच्छेद-20: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश:

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
8. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
9. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
10. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid:

Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from Mr. Kripa Charya Rai, SR MGR (RBD-DOCK) e-mail: Rai.Kripacharya@grse.co.in prior to submission of offer.

For difficulty in submitting / uploading of e-tender or for any system help contact person is Mr. Saraswata Palit , SR MGR (E-PROCUREMENT); e-mail: Palit.Saraswata@grse.co.in and / or GRSE Service Provider M/s. NIC personnel may be contacted at Land line no: 033 24893902
13. E-mail Address for communication **संचार हेतु ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 21 अनुच्छेद-21: e-BID INSTRUCTION ई बिड के अनुदेश:

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.grse.in/etender> or <http://eprocurgrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the

list of licensed CAs from the link <http://www.cca.gov.in>.

- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

- a) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.

- c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- d) Bid received without qualification documents, where required as per the tender.
- e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- g) Bid Security Declaration form not submitted as per format enclosed within time.
- h) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- i) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- j) Bidder not submitting Integrity Pact as per requirement of the tender.
- k) Bidder submitted false/incorrect documents etc.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

i. Security Deposit प्रतिभूति जमा -

Non-interest-bearing security deposit of 5% of total order value is to be deposited in the manner elaborated at clause 5 of STAC. 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. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) –

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

iii. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills are to be raised (considering the checklist for Bill Submission as per attached format at Annexure-11) by contractor monthly progressive basis. Bills are to be submitted along with supporting document (Work Done Certificate) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the Bill certifying authority to be mentioned on sealed envelope. Against this particular case AGM(YM) is the Bill Certifying Authority.

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

iv. Payment Terms भुगतान की शर्तें:

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

- b. The 100% payment (with full GST) will be released on completion of job within 30 days of receipt of bill duly certified by AGM I/C (RBD) / nominated based on satisfactory Work Done Certificate duly certified by AGM I/C (RBD) / his nominated office of SR (RBD) dept. Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority.
- c. Payment will be made on actual certification basis through ECS mode.
- d. No advance payment will be made in any circumstances.

v. Liquidated Damages (निर्णीत हर्जाना)

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

vi. Risk Purchase (जोखिम खरीद):

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

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

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

viii. 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.

ix. 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 |


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

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

ARTICLE 25 अनुच्छेद-25: PRE BID MEETING बोली-पूर्व बैठक:

A pre-bid meeting with post site visit will be held on **23.05.2024** at the SR Dept., GRSE RBD Unit, at 11:00 AM to discuss the detail Scope of Work of the Tender/ clarifying the queries of the bidders, if any. Vendors interested to participate in pre-bid meeting should inform Mr. Debojit Nandi, Asst. Manager (YM), email: Nandi.Debojit@grse.co.in may be contacted, 48 hours before schedule.

Archana Sharma
MGR. (Contract)
Garden Reach Shipbuilders & Engineers Ltd.
GRSE Ltd., 61 Park Unit,
61, Garden Reach Road, Kolkata-700024
(Cont. no. 9147162441)

| | | |
|--|---|---|
|  GRSE Ltd. | STATEMENT OF TECHNICAL REQUIREMENT FOR STRENGTHENING OF SLIPWAY-2 EASTERN SIDE WALL BY PILLING OF I BEAM AT RBD. | SOR No. SOR/I BEAM PILLING/SLIPWAY-2 |
| GRSE Ltd. Dept. : DOCK DEPT. | | SHEET: Page 1 of 2 |
| DATE: 28.03.2024 | | PREPARED BY: SM DOCKS(SR&RBD) |
| Checked by: AGM RBD | | |

1. **Intent:**

It is the intent to undertake I Beam Section Pilling at eastern side wall of newly developed Slipway-2 at RBD to strengthen the side wall of Slipway-2.

2. **Vendor Scope:**

The following work is to be undertaken by vendor with accessories are as follows:


- A) I Beam section pilling has to be driven in with machine hammering and further strengthen through back pilling support and inter-connecting with wall pilling to avoid eastern wall earthen soil sliding on to floor of Slipway. The I Beam driven in has to be rigid with back support.
- B) Placement & driving to a minimum 1.5 m to 2 m into ground and the top to be flushed with floor and inter-connected with back support beam. The driving of I beam is to be done using mechanise machine and skilled manpower. All material handling requirements for the placement of I beam section will be by contractor. All tools and tackles as required to execute the work and get the I beam arrangement checked by GRSE dock to be arranged by vendor. Welding electrodes, welding machine and Gas cylinder, Gas, hose, cutting, cable & holder vendor scope.
- C) Providing of Material Handling Support during I beam section driving preparation and crane is made available.
- D) Removal of all spare sections post completion the I beam driving is to be cleaned and, MS items, other material etc. are to be removed from slipway side and shifted out to the store of RBD. Work to be completed within 30 days. The certificate of slipway side cleaning is to be obtained from dock master RBD.
- E) The all consumable materials have to be provided by contractor.

3. **GRSE Scope:**

- A) I beam section as available will be provided by GRSE.
- B) Site for work.

4. **Qualifying Criteria:**

The vendor must have done similar work (related to development / clearing) related to dry docks and slipways.

| | | |
|--|---|---|
|  GRSE Ltd. | STATEMENT OF TECHNICAL REQUIREMENT FOR STRENGTHENING OF SLIPWAY-2 EASTERN SIDE WALL BY PILLING OF I BEAM AT RBD. | SOR No. SOR/I BEAM PILLING/SLIPWAY-2 |
| GRSE Ltd. Dept. : DOCK DEPT. | | SHEET: Page 2 of 2 |
| DATE: 28.03.2024 Checked by: AGM RBD | | PREPARED BY: SM DOCKS(SR&RBD) |

5. **Method of Quoting:**

| SI No. | Description of Work | Qty. & UOM | Remarks |
|--------|---|------------|---------|
| 1 | I Beam section driving in and inter-connecting with back support at eastern side of Slipway-2 | 1 LS | |

6. **Starting and Completion Schedule:**

The job to be commenced immediately received of LOI/PO and the entire work to be completed within 01 week from the date of LOI/PO placement.

7. **Inspection & WDC:**

Post completion the I beam section driving and inter-connecting with back support, the same shall be offered to user dept for inspection and work done certificate to be issued by SM Docks (SR&RBD).

8. **Bill Certifying Authority:**

Received of bill to be duly certified by bill certifying authority AGM I/C(RBD)/his nominated Officer.

9. **Safety Precautions:**

The firm shall abide by the Safety regulations/rules of GRSE (for carrying out the job). The firm should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely.

STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

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

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

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

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

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

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

valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.

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

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of “Garden Reach Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers’ sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format. / with Technical bid (Part-I).
- iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.
- vi. **Refund of Earnest Money Deposits**
- a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.
- vii. **Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)**

EMD may be forfeited under the following circumstances:

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

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

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

(6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ 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 (+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 QUOTESअतर्कसंगत 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:

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

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

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

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

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

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

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

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

(13) **CONSORTIUM:**

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

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

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

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

iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead

Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.

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

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

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

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

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

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

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

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium

Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.

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

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

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

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

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

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

(16) **FIRE & SAFETY 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 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.

ANNEXURE - 4

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

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

Details of Executed relevant jobs:

| Sl. No | Description of Executed relevant jobs | Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i> | Start & Completion date as per Order | Actual start date | Actual Completion Date | Order placed by | Value of Purchase order | Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i> |
|--------|---------------------------------------|--|--------------------------------------|-------------------|------------------------|-----------------|-------------------------|--|
| 1 | | | | | | | | |
| 2 | | | | | | | | |
| 3 | | | | | | | | |
| 4 | | | | | | | | |
| 5 | | | | | | | | |

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

- A. Name of the Bidder: _____ Date: _____
- B. Job Description: _____
- C. GeM Tender/Bid Reference: _____

Dear Sir,

1. I / We, Proprietor / Partner(s) / Director(s) of M/s. _____ hereby declare that our firm / company namely M/s. _____ have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **30-April-2024** from taking part in Government tenders.

OR

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

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

Signature

Name

Designation:

Name & address of the firm:

Date:

Signature of Bidder with Seal

**CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971**

| SL. NO. | NATURE OF STATUTORY REQUIREMENTS | FORM NO. | RESPONSIBILITY | REMARKS |
|---------------------------------|--|----------|---------------------------------|---|
| 01 | Labour License | Form –II | Contractor | Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</i> The Contractor cannot deploy more than the number of workmen mentioned in the license on any day. |
| 02 | Renewal of labour license | Form –II | Contractor | The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department. |
| 03 | Notice for commencement / completion of work | Form-VII | Contractor / Principal Employer | The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department. |
| MAINTENANCE OF REGISTERS | | | | |
| 04 | Employee Register | FORM – A | Contractor | Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor. |
| 05 | Wages Payment Register | FORM – B | Contractor | Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any. |
| 06 | Register of Loan / Recoveries / Fines etc. | FORM – C | Contractor | To maintain record of loans, fines and advances given, if any and monthly record of recoveries. |
| 07 | Attendance Registers | FORM – D | Contractor | Data of daily attendance of each workmen engaged by the contractor indicating their in and out time. |

| SL. NO. | NATURE OF STATUTORY REQUIREMENTS | FORM NO. | RESPONSIBILITY | REMARKS |
|---------|----------------------------------|-------------------|----------------|--|
| 08 | Employment Card | Form – XII | Contractor | Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment. |
| 09 | Service Certificate | Form – VIII | Contractor | To be issued by the contractor upon termination of employment / completion of work etc. |
| 10 | Wage-slip | Form – XIX | Contractor | Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages. |
| 11 | Annual Return | Online Submission | Contractor | Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year. |

**CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN**

| Sl. No. | Relevant Statues | Responsibility | Compliances to be ensured as per the Statute |
|---------|---|----------------|--|
| 01 | The Factories Act, 1948 & West Bengal Factories Rules, 1958 | Contractor | <p>1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him.</p> <p>2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.</p> |
| 02 | Payment of Wages Act, 1936 | Contractor | Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period. |
| 03 | The Minimum Wages Act, 1948 | Contractor | Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time. |
| 04 | The EPF & MP Act, 1952 | Contractor | <p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p> |
| | | Contractor | <p>2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.</p> |

| Sl. No. | Relevant Statues | Responsibility | Compliances to be ensured as per the Statute |
|---------|---------------------------------------|----------------|---|
| 05 | The ESI Act, 1948 | Contractor | 1. Every contractor shall obtain the following: a) ESI Code No. of the firm b) ESI code no. i.r.o of the workmen engaged by him c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card). |
| | | Contractor | 2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month. |
| 06 | The Payment of Bonus Act 1965 & Rules | Contractor | 1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages. |
| | | Contractor | 2. Register in Form - C format {Rule 4(b)} of 'The Payment of Bonus Act, 1965' is to be maintained by the contractor for submission of Annual Return as per the Act. |

**RESPONSIBILITIES OF CONTRACTORS OVER AND
ABOVE THE STATUTORY REQUIREMENTS**

- (i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).
- (ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.
- (iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).
- (iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.
- (v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.
- (vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.
- (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.
- (viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.

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

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