



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डेन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)

(भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata - 700 024

Web site वेब: www.grse.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited is a leading Warship Builders and Engineering Product Company invites Bids from interested bidders for **Comprehensive Transit House Services at Visakhapatnam for GRSE Regional Office at Vishakhapatnam.**

Bids are to be submitted in two separate envelopes each for Part-I & Part-II duly sealed and superscribing the NIT no. and job Title.

All the two envelopes, thereafter, are to be duly sealed and put in a third envelop and duly sealed, superscribing “Tender for Comprehensive Transit House Services at GRSE Regional Office at Vizag”

i) Techno Commercial Offer (duly signed and stamped) - - **PART-I**

ii) Price Bid - In Original only. (Rate to be quoted as per Price Format enclosed) (**ANNEXURE –3**) - **PART-II.**

The Bid to be submitted to Mr. Tatababu Botsa, Dy. General Manager (Regional Office Vizag), Mob -9901159305, email– botsa.tatababu@grse.in GRSE Regional Office(Vizag), Naval Dock Yard, Kakatiya Gate, Vishakhapatnam -14.

Please refer details and requirements mentioned in Scope of Work with instruction to the bidder and Information sheet placed at Annexure-1

NIT SLA No. निविदा संख्या:	SCC/DC/OT/Transit House Vizag/MT-044
Job Title कार्य का नाम:	“Comprehensive Transit House Services at Visakhapatnam for GRSE Ltd” [to be executed as per Scope of work SOTR no. Admin/Vizag GH/SOTR/2024 dt. 21.11.2024 enclosed with this NIT]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), GRSE 61 Park unit
Executing dept.	Mr. Tatababu Botsa, Dy. General Manager (Regional Office Vizag), 9901159305 and Mr. Tapan Kanti Biswas, DGM(Admin), Mob: +9163331700



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

SCHEDULE सारणी		
Pre-Bid Meeting बोली-पूर्व बैठक	06/12/2024	A pre-bid meeting will be held on 06.12.2024 at 12 PM Venue : DGM(RO-Vizag)'s Office, GRSE Regional office(Vizag), Naval dock yard, Kakatiya Gate, Vizag-14. Attending pre-bid meeting is mandatory. Bids of those bidders who participated in the pre-bid meeting will only be considered.
Tender Due Date निविदा जमा की अंतिम तिथि	26/12/2024	14:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	27/12/2024	15:00 hrs. (However, actual date of opening of bid document will be communicated to the participated bidders. The Bidders intending to witness the bid opening, may depute their authorized representative during opening of bids as per schedule)
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	120 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/- (Rupees Five Hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	Not applicable for this tender
Security Deposit (SD) प्रतिभूति	Not applicable for this tender
Billing Frequency बिल करने की अवधि	On Monthly Basis
Evaluation of L1 एल1 का मूल्यांकन	In totality of the job.



ARTICLE 2 अनुच्छेद-2: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Scope of Service with other detail (SOTR) and Information sheet etc.
Annexure 2 संलग्नक-2	GRSE STAC
Annexure 3 संलग्नक-3	Price bid format (PART-II BID) Please note, if any price indication or price attachment found with techno-commercial bid(Part-I bid), the vendor will be rejected outright.

ARTICLE 3 अनुच्छेद-3: DOCUMENTS TO BE SUBMITTED WITH TECHNICAL BID अपलोड हेतु दस्तावेज:

Self-Attested documents are to be submitted with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभि प्रामाणित दस्तावेज		
1	Demand Draft (DD) for Rs. 500/- towards tender fee.	Yes
2	Techno-commercial bid as per information sheet and other documents , other details of bidders as per Scope of work (Annexure-I) duly signed and stamped with copies of all document, registration copies etc. PAN, GST, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, PF, ESI registration certificates, MSE document as applicable etc.	Yes
3	Signed and stamped NIT document	Yes
1	Tender Fee (500/-) instrument	Along with Part I Techno-Commercial bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand draft should be payable at	<u>Kolkata</u>

In case of non-submission of documents as mentioned above, the bidder may liable to be rejected

Note: MSE/NSIC firms (Micro & small) vendors/bidders are exempted from submission of tender fee



TERM AND CONDITIONS

1. JOB EXECUTION SCHEDULE कार्य निष्पादन:

(A) **Job Starting Date कार्य आरम्भ तिथि:** Job is to be started from the date of issuance of LOA/Purchase Order/ as per instruction of DGM(RO), Vizag.

(B) **Job Completion date / Period of Contract कार्य समाप्ती तिथी / अनुबन्ध का समय:**

The contract will be valid for 1 year initially from the date of signing of Agreement with L1 bidder. No enhancement of Consolidated Service Charge will be acceptable during the contractual period. The contract may be renewed after the expiry of the said period of 01 year at same rate terms and conditions agreed upon by the parties.

(C) **Quality Assurance Authority / Inspection Authority:** DGM(RO), Vizag and DGM(Admin), GRSE

(D) **Place of Work:** Vizag

(E) **JOB EXECUTION कार्य निष्पादन:**

The job is to be carried out strictly as per SOTR (scope of service) and in case of doubt, instructions and guidance of DGM(RO), Vizag and DGM(Admin) to be followed.

2. PRICE मूल्य:

Established Price will be firm and fixed for the entire contract period till successful completion awarded during valid contract period. Price is to be quoted inclusive of all cost, Taxes & duties. 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.

3. **ESCALATION मूल्य वृद्धि:** - Not applicable.

4. UNREASONABLE QUOTES अतर्कसंगतभाव:

- 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) as applicable 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.

5. OFFER VALIDITY प्रस्ताव की वैधता:

Offer should be valid for 120 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 120 days against valid reason.

6. CONDITIONAL OFFER सशर्त प्रस्ताव:

Conditional offers w.r.t. SOTR/this tender will not be accepted.

7. DETERMINATION OF L1 एल-1 का चयन:

L1 bidder will be decided on lowest quoted price in totality

8. BOQ बी ओ क्यू:

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

BOQ as per SOTR for “**Comprehensive Transit House Services at Visakhapatnam for GRSE Ltd**” is given below:

Sl. No.	Job Description	UOM	Quantity
01	Comprehensive Transit House Service Vizag	MON	24

NB: i) UOM = Unit of Measurement, ii) MON= Month.

Detail and all requirement and terms are as per SOTR (Scope of Service) attached with the NIT.

9. OPENING OF BIDS निविदा खुलना:

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

10. MICRO & SMALL ENTERPRISES सूछम एवं छोटे उद्योग:

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.



11. AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य: Not Applicable.

12. ELIGIBILITY CRITERIA पात्रता के मापदंड:

As mentioned in SOTR (Scope of service) at Annexure-I.

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. All documentary evidences to be submitted with **Techno-commercial Bid (Part-I)**

13. INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश:

- i. **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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. Generally, Contractor assumes 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.
- vi. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 7 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- vii. Job is to be carried out as per SOTR (SOW) and instruction of the Engineer in-charge/ Inspection authority as per SOTR/ GRSE.
- viii. 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.



- ix. 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.
 - x. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed.
 - xi. 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%.
 - xii. Bidder has to declare, in what capacity he is participating in the tenderize PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
 - xiii. A Bidder is allowed to submit only one Bid under any capacity / status.
15. Difficulty in submitting the bid:
- a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Tatababu Botsa Rovizag, dgm, GRSE Mob: +91 9901159305, e-mail: Botsa.Tatababu@grse.co.in** and **Mr. Tapan Kanti Biswas, GRSE Mob: +91 9163331700 in e-mail: Biswas.TapanKanti@grse.co.in** prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Ms. Debalina Chowdhury, AM (Contract), GRSE (61 Park Unit), Mob: +91 9147162442, e-mail: Chowdhury.Debalina@grse.co.in**.
15. **E-mail Address for communication संचार हेतु ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.
16. The amendments / clarifications to the bid document, if any, will be published in GRSE website only.

c) AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
- ii. Addendum/corrigendum, if any, will be hosted on GRSE website/ or via mail to pre-bid participated bidders 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 within the deadline for submission of Tender as finally stipulated.
- iii. To give prospective Tenderers reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

17. ARTICLE 20 अनुच्छेद - 20: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड:

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

- 1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.



2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) / Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry/SOTR.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
8. Bidder not submitted Tender fee / not submitting Original instrument of Tender fee within 07 working days from the tender closing date.
9. Bidders have indicated / attached / shown any price anywhere in else other than Price bid, then offer will be treated as cancelled.
10. Bidder submitted false/incorrect documents etc.

18. POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

i. Work Done Certificate (W.D.C.) कार्यपूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) -

Work done certificate will be issued by DGM(RO)vizag /nominated officer of RO Vizag,GRSE to the Contractor/service provider (as per prescribed format) monthly basis on executed service during the period and based on clear inspection report by Quality Assurance/Inspection Authority and attendance sheet as detailed in SOTR. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

ii. Payment Terms भुगतान की शर्तें -

(i) The 100% payment will be released on Monthly bill basis within 30 days on receipt of bill duly certified by Bill Certifying Authority after successful completion of job supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority.

(ii) Payment will be made on actual certification basis.

Bill certifying Authority: DGM (RO), Vizag / DGM(Admin)

(iii) Clearance of statutory liabilities (PF, ESI etc.) is not required for release of payment.

iii. Bill Submission बिलप्रस्तुति:-

On obtaining WDC, bills to be raised (considering the checklist for Bill Submission **(as per attached format at attached)** in line with order terms. Bills (in triplicate) with duly filled Work Done Certificate, are to be submitted to RO Vizag. The bill will be processed through GRSE BTN system.

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. Liquidated Damages -



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.

v. 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.

vi. Fire & Safety Precautions (As applicable): -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and safety Guideline. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

vii. Increase in quantity or introduction of items is strictly prohibited under any circumstances

However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/concerned project head of GRSE, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.

viii. Secrecy of Information: - All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Technical information, Drawings should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the GRSE. In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

ix. Relationship between the Parties: - Nothing in this NIT/POs constitutes/shall constitute any fiduciary relationship between GRSE and the Contractor or any relationship of employer-employee, principal and agent or partnership between GRSE and the Contractor.

No party shall bind the other party in any manner whatsoever except as agreed under the NIT and POs to be issued.

GRSE has no obligation to the Contractor except as agreed under the terms of NIT.

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



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

19. SUBMISSION OF BID बिड की पेशी-

1. Tender document is available in GRSE website as well as in Central Public Procurement Portal. Bidders are required to download tender document from website and need to submit requisite tender fee towards cost of tender along with techno-commercial bid.
2. Bids are to be submitted in two separate sealed envelopes
 - (i) Technical commercial offer (Part-I Bid) in duplicate
 - (ii) Price Offer only in original (Part-II Bid).

Both the sealed envelopes should be put in the third envelope and the third envelope should be sealed. Enquiry No./ Date, Due Date and Title should be superscripted on all the envelopes and to be submitted to RO Vizag (Refer SOTR and instruction). Your offer will not be considered if the requirement is not complied with.

3. 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.
4. 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. Bidders are requested to depute their authorized representative during opening of Price bids as per schedule promulgated.
5. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

Debalina Chowdhury
AM (Contract)
Garden Reach Shipbuilders & Engineers Limited
61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024



61 गार्डन रीच रोड,
कोलकाता- 700 024

रक्षा मंत्रालय Ministry of Defence

61 Garden Reach Road,
Kolkata – 700 024

21.11.24

Comprehensive Transit House Services at Visakhapatnam for GRSE Ltd

INTENT:

Bids are invited from interested owners, landlords, landladies, institutions, co-operative society, agents, firm or any other party or parties either in private or government or semi government sector for Comprehensive Transit House Services at Visakhapatnam for GRSE Regional Office at Vishakhapatnam.

INSTRUCTIONS TO BIDDERS

1. Sealed Offers are invited from interested owners, landlords, landladies, institutions, co-operative society, agents or any other party or parties either in private or government or semi government sector to provide Comprehensive transit house services to GRSE Ltd for its Officers / other Naval dignitaries from Ministry of Defence Govt of India at Vishakhapatnam. The details of requirements are enumerated in the succeeding paragraphs.
2. Tenderers are required to submit the bid in two parts and in the manner prescribed herein. All pages are to be signed with official seal of the tenderer.
3. Tender document consists of :-

Part – I Technical Bid
 Vol-1 Information sheet
 Vol-2 Scope of Service

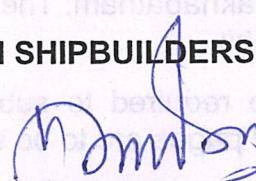
Part – II Price part – Consolidated Service Fees
4. Bidders shall duly fill in all the information sought in the aforesaid bid documents and endorse their signature with official seal in each page. The GCC are not negotiable and the bidders shall endorse unqualified acceptance of the same.
- 5.1 Vol - 1 and 2 of Part I are to be put in one envelop superscribing "Part-I Commercial".

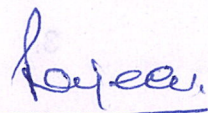
hamdan

24/11/24

- 5.2 Part – II is to be put in another envelop & sealed properly superscribing the same as “Price- Part II” which will be opened only when Part -I is cleared techno commercially.
- 5.3 All the two envelopes, thereafter, are to be duly sealed and put in a third envelope and duly sealed, superscribing “Tender for Comprehensive Transit House Services at GRSE Regional Office at Vizag” and submitted to Mr. Tatababu Botsa, Dy. General Manager (Regional Office Vizag), Mob - 9901159305, email- botsa.tatababu@grse.in GRSE Regional Office(Vizag), Naval Dock Yard, Kakatiya Gate, Vishakhapatnam -14.
- 5.4 A pre-bid meeting will be held on 06.12.2024 at 12:00 hrs at DGM(RO-Vizag)’s Office to interact with the bidders so that clarification, if any, on terms & conditions of tender document may be resolved. Prospective bidders are also requested to submit any techno – commercial queries with regard to subject tender within 05.12.24 by 1600 hrs which shall be addressed during the Pre Bid meeting. Over & above, compliance to decision in pre-bid meeting shall be binding on all parties and no queries after said pre-bid meeting will be entertained. Only bidders who have participated in the pre bid meeting shall be qualified for further participation in the tender.
6. No overwriting is permissible. Corrections, if any, are to be duly authenticated.
7. BIDS SUBMITTED WITH INCOMPLETE INFORMATION OR WITHOUT PROPER SIGNATURE & SEAL OR CONTAINING ILLEGIBLE FIGURES / DATA OR CONTAINING PRICE PART OR PRICE BREAK UP WITH PART-I (VOL 1 & VOL 2) ARE LIABLE TO BE REJECTED.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.


(T K BISWAS)
DGM(ADMIN)


21/12/24

TO BE SUBMITTED WITH PART – I**Part-I****Tender for Comprehensive Transit House Service to GRSE Ltd****Vol - 1****INFORMATION SHEET**

INFORMATION SHEET		
Sl.	Information required	Information furnished by the Service Provider
01	Name of the Owner / Agent / Licencee / Agents / Firm /Party etc.	
02	Address of the owner with telephone no. Fax no. E-Mail no. etc of Owner / Agent / Licencee.	
03	Ownership of the flat : No objection certificate, agreement from landlord, Society or any other documents from appropriate authority is to be submitted if bid is acceptable.	
04	Flat No, position (1 st . / 2 nd / 3 rd floor) , detailed address including Municipal Authority	
05	Stand Alone Building / Housing Complex etc.	
06	Income Tax PAN	
07	Aadhaar No of the bidder	
08	Up to date Annual Property Tax of the flat.	
09	Submit duly approved plan of the flat / building.	
10	GSTN No. if any	
11	Attach a few photographs of the flat / rooms / Building / Complex in which located for necessary consideration	

homban

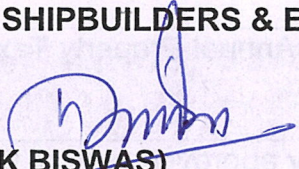
Reyes
21/12/24

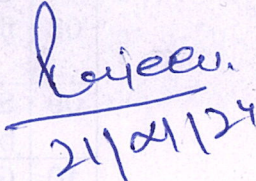
12	<u>Qualifying Criteria (**)</u>	Bidder to provide information in details
a)	Location of property – with in 08 to 10 Km radius of NAVAL DOCK YARD Vishakhapatnam, preferably in Beach Road.	
b)	03 Bed rooms with attached toilets. Carpet area of each bed room should be minimum 120 sq ft and each attached toilet should be of minimum 40 sq ft area and one store room of size minimum 08 ft * 10 ft.	
c)	The overall building / flat interiors shall have proper finishing & painting.	
d)	Drawing room (1 no) having carpet area minimum 200 sq ft.	
e)	Dining Area (1 no) (either combined with Drawing Room or separate) having carpet area minimum 120 sq ft.	
f)	Kitchen (1) with carpet area minimum 70 sq ft with modular kitchen with adequate storage facility.	
g)	Furnished accommodation & conforming fixture & furniture as stated in the tender.	

Note: Qualifying Criteria () & other requirements / furniture /amenities etc. of transit house – will be assessed & cleared by DGM(Admin), DGM(RO-Vigaz) GRSE Reps whose decision will be final & binding on the parties.**

This sheet has to be filled up by the bidders in a separate sheet and to be submitted along with Part – 01 of the Tender along with copies of certificates/ documents in respect of all the aforesaid information.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.


(T K BISWAS)
DGM(ADMIN)


21/01/24
Page -03

TO BE SUBMITTED WITH PART – I

Part – I

Tender for Comprehensive Transit House Service to GRSE Ltd

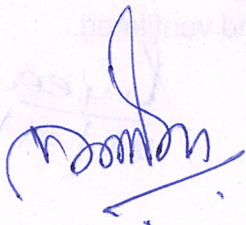
Vol – 2

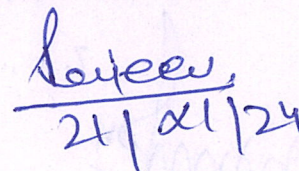
SCOPE OF SERVICE

M/s Garden Reach Shipbuilders and Engineers Ltd (GRSE Ltd.), a Public Sector Undertakings functioning under the administrative control of the Ministry of Defence, Govt of India, having its registered office at 61 Garden Reach Road, Kolkata – 700024, is willing to hire comprehensive transit house services at a suitable residential locality at Visakhapatnam for its Officers, Employees, Staffs other dignitaries during their visit to Visakhapatnam. The details of requirements are enumerated below.

A. Scope of Service / Work includes:-

1. The desired flat should be located in a suitable residential area which is preferably 08-10 Km from NAVAL DOCK YARD Vishakhapatnam preferably / especially in Beach road so that our guests / officers / staffs can make easy movement from Transit House to NDV/Airport and vice versa.
2. The flat should preferably be at 1st/2nd/3rd floor in a standalone building or in a Housing Complex with provision of adequate security guards.
3. The building/flat should have Lift facility for easy access of guests.
4. The overall building / flat interiors shall have proper finishing & painting.
5. The flat, having Built Up area about 2000 sq ft, should contain :-
 - a) 03 bed rooms, with attached toilets. Carpet area of each bed room should be minimum 120 sq ft and each attached toilet should be of minimum 40 sq ft area. In case of 4 BHK flat, one room will be treated as stores room thereby makes it a 3BHK flat with store room facility.
 - b) One Store room of area 80 sq ft minimum.
 - c) 1 Drawing room having carpet area minimum 200 sq ft,
 - d) 1 Dining Area (either combined with Drawing Room or separate) having carpet area minimum 120 sq ft.
 - e) 1 Kitchen with carpet area minimum 70 sq ft with modular kitchen with adequate storage facility.
 - f) 1 separate accommodation for Cook cum Caretaker, either in the same flat or in the same building with common toilet & bathing facility is required.
 - g) One dedicated car parking area of appropriate size.
6. Minimum requirement of furniture etc in each transit house :-
 - a) 2 Single Beds (preferable wooden) with good quality mattress in 1 or 2 and a king size wooden bed with good quality mattress in the 3rd room are required.
 - b) 2 pillow with white pillow covers per bed is required. Total 12-15 pillows are required to run transit house smoothly.




24/01/24

- c) Bed sheet – 03 sets of good quality bed sheets per bed (single / double) per room are required . Used bed sheets are to be replaced on daily basis by fresh bed sheets neatly washed, dried & ironed one. Total 18-20 bed sheets including stock are required to run transit house smoothly. No torned bed sheets can be used in.
- d) Bed Cover (new) – 06 (double) or 10 (Single) of decent colour combination and of standard brand are required for all the rooms. Torned & old bed covers cannot be used.
- e) Good quality new fleece blankets (6 nos total) of decent colour, good quality, big sized are required for each room.
- f) There should be 06 Single panel / 03 double panel cupboards (steel / wooden) with necessary locking facility is required for individual guests. Each Cupboard / Almirahs should have 2-3 wooden hangers, 1 coat hangers are required for the use of our guests.
- g) There should be a 01 table with good quality wooden chair in each room.
- h) One Computer table with chair in also required in the hall for doing official work.
- i) There should be a luggage rack / table in each room.
- j) There should be a dressing table with dressing stool in each room
- k) There should be 1 LED TV in each room of size 32" minimum and 01 LED TV of size 40" minimum in Drawing room / Hall . Thus total LED TV would be – 4
- l) DTH TV provider for all 04 TVs in transit house to be indicated by GRSE. Installation of Set Top box & add on connections with recharge as indicated by GRSE to be undertaken by the bidder. Charges for the same to be reimbursed on actual by GRSE. The same setup has to be returned to GRSE after completion /termination of said contract period.
- m) There should be Wi-Fi connectivity in the flats for smooth internet facility.
- n) There should be one / two bed side table / tea poys (either steel / wooden) in each room. Thus total bed side tables would be 06 nos.
- o) The floor of the room may be marble / tiles finished.
- p) Curtains in all windows. Two sets of curtains are to be provided. The colour / quality of the curtain should be chosen in such a manner that a attractive look of the rooms comes out. These curtains are to be washed , ironed once in fortnight.
- q) Split / Window AC – 1 no of adequate capacity are required in each room.
- r) In event of partial electrical back up from the housing complex an inverter of suitable capacity for running of 01 fan & 01 light in each bedroom for 04 hours to be provided.
- s) Ceiling fan – 01 in each room (desirable)
- t) Tube light /Night Lamp / Table lamps – 01 each or as appropriate.
- u) Good quality room freshener for all rooms to be applied once in every day when ever guests are staying
- v) 02 portable fire extinguishers (4 kg dry powder) are to be kept & maintained in the flat to ensure fire safety. same to be checked & certified periodically.
- w) Easy access should be available for Fire Tenders in emergencies.

7. The flats should be painted / varnished sufficiently lighted and ventilated.

homban

byee
21/01/24

8. Following minimum facilities are required in kitchen to prepare food for 6 guests :-
 - a) Fridge (190 ltrs), Mixi, RO water purifier minimum 7 Ltr capacity, Gas oven with LPG connection &
 - b) Basic Crockery set (bone china /ceramic) – for serving 06 -10 guests are required and same to be purchased in consultation with RO(Vizag). The crockery set should contain dinner plates, quarter plates, bowls, knives, table spoons, forks, glasses, tea cups & saucer, tea spoon, etc. to name a few.
9. Cooking utensils along with cost of cooking gas as required are to be provided by the bidder in consultation with RO(Vizag) whose decision is binding on the bidder.
10. Following minimum furniture are required in Drawing Room & Dining Room :-
 - a) Three Seater Sofa (wooden / leatherite) – 1 no
 - b) Single Seater Sofa (wooden / leatherite) – 2 nos
 - c) Centre Table with glass top – 1
 - d) Window or Split AC machine – Desirable.
 - e) Ceiling Fan – 01 / 02 as per requirement
 - f) Dining Table (8 seater) with Chairs (preferably wooden) – 01 set
 - g) Curtains in all windows & doors
 - h) Carpet below the Centre Table
 - i) Washing machine (5.5 kg) - 1 no
 - j) Aqua guard / Water purifier – 1 no
11. Following minimum fixture / facilities are required in each toilet / wash room :-
 - a) WC with hand faucet - 1 No
 - b) Wash Basin with Mirror - 1 No
 - c) Geyser - 1 No
 - d) Exhaust Fan - 1 Nos
 - e) Light as per requirement
 - f) Towel Racks / Rods / hooks - do
 - g) Shower, Mixer - 1 no
12. The service provider i.e. flat owner /landlord / agency shall make arrangement and ensure to provide coverage for round the clock hospitality service to the guests, including but not limited to the services as detailed below:-
 - (i) Preparation and serving foods i.e. tea, breakfast, lunch, dinner, snacks (vegetarian and non-vegetarian) etc. including other ancillary work related thereto.
 - (ii) Food should be prepared afresh & serve to the guest in hot condition and under no circumstances the leftover items of one meal or stale food be served for another meal. Food to be prepared by using branded grocery and fresh vegetables.
 - (iii) Clean rooms and make beds daily in a proper way and change bed linens & towels on daily basis, if rooms are occupied. The bedsheets, pillow cover and bed covers should be ironed.

Handwritten signature

Handwritten signature
24/01/24

- (iii) Welcome the guest(s), handle their luggage and ensure comfortable stay of the guest(s).
- (iv) In case of VIP guest, fresh fruit basket to be kept in their rooms during their stay.
- (v) Following items are to be provided in all rooms / washroom: -
 - (a) One small bath soap (40gms)
 - (b) Toothpaste (25 gms) & Tooth brush
 - (c) Comb
 - (d) Disposable shaving kit
- (vi) A first aid box containing all medicine for emergency purpose like fever, diarrhoea, pain killer, band aid, cotton etc. should be maintained in the Guest House and replenished from time to time.
- (vii) The service provider shall take proper and regular care of fittings, fixtures, T.Vs, equipment's soft furnishing and items of furniture and furnishing as fans, air-conditioning, light fittings, etc. Any damage and or loss caused to the above either by the firm himself or by any its employees shall be made good by the firm at its own cost immediately.

13 Sufficient number of experienced male staffs, (cook cum caretaker & housekeeping staff, cleaner, etc.), as deemed fit, are to be deployed by the service provider to offer comprehensive transit house services to GRSE. The deployed staffs of the bidder should not be involved in any criminal cases in past. Cook cum Caretaker, should be available round the clock. He may stay in the vicinity of the building and will be available on short notice in emergency. He may also stay in the servant quarter of the flat. Payment related to food, laundry, etc. will be made by the concerned guests directly to the Cook cum Caretaker for which necessary bill / money receipt is to be given to the guests. However, guests may have liberty to have his food from outside. The cook cum caretaker is also responsible for making of beds in all rooms, changing bed, bed covers, pillow covers regularly including washing & pressing of used one, cleaning of mattress & curtains, cleaning window, doors, glass panes, door mats, sofa sets. etc on daily basis. Cooks must be well behaved, properly shaved, dressed properly with clean ironed uniform & groomed properly. They should cut their finger nails regularly and wear hand gloves while serving the meals. They should not have any skin diseases also. The service provider has to obtain necessary Police Verification in respect of his staffs engaged at transit house and a copy of which is to be forwarded to GRSE for necessary records / action. Substituted cook / housekeeping staff is to be provided during leave & in case of sudden absenteeism. There should be a Swafaiwala / Cleaner who will clean toilets, sweeping, dusting of rooms & floors, washing of cloths / linens etc & take up other jobs as directed. In all cases the bidder or house owners cannot act as a Cook cum Caretaker or Cleaner / Swafaiwals. Being the service provider / owner of the property, he has to engage Cook cum caretaker and Cleaner and ensure smooth service throughout the contractual period.

Handwritten signature

Handwritten signature
21/11/24

3 Lowest bidder (L1) will be called for further discussion / negotiation with GRSE for finalization of Contract. In case the bidder is an agent / party other than the owner, he has to submit an agreement in non-judicial stamp paper duly notarised wherein the owner is permitting the agent / party (bidder) to rent the property / flat to GRSE for entire period of contract. The contract will be valid for 1 year from the date of signing of Agreement with L1 bidder. No enhancement of Consolidated Service Charge will be acceptable during the contractual period. The contract may be renewed after the expiry of the said period of 01 year at same rate terms and conditions agreed upon by the parties.

C Terms Of Payment

1. On completion of each calendar month, the bidder shall raise the bill along with Work Done Certification (WDC) from DGM (Regional Office Vizag) for payment.
2. Payment will be released through ECS within 30(thirty) days from the date of submission of the bills.
3. No advance payment is admissible.

D : Termination / Foreclosure

1. The contract shall be cancelled or withdrawn in the event of unsatisfactory performance of the service provider / successful bidder by giving 03 (three) months notice. The decision of GRSE authorized Officer shall be final against which no representation will be entertained. Any shortfall in services will be recovered at the risk and cost of the service provider. Non compliance with statutory rules / regulations will also render the contract / order terminated.
2. The contract may also be foreclosed without any financial implication whatsoever upon serving 03 (three) month's notice to the Service Provider with or without assigning any reason. In the event of foreclosure the Service Provider shall be entitled to payment of the services rendered by them till the date of foreclosure.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(T K BISWAS)
DGM(ADMIN)

Handwritten signature
21/21/24

Handwritten signature

14 In the event of any mis-behavior or indecent attitude or the service personnel attending duties in intoxicated condition (i.e. consuming alcoholic drinks or drugs) or attained the age of superannuation, he shall be immediately withdrawn upon receipt of an intimation (verbal or written) in this regard and suitable replacement is to be provided. The said personnel should not be deployed again in future.

15 The bidder shall be fully responsible for all acts of omissions or commissions of the his employees employed at transit house and shall be liable to reimburse all losses and damages caused to GRSE due to such omissions or commissions.

16 The above scope of service is a broad outline and all work which are not specifically mentioned herein but required for carrying out comprehensive transit house management services satisfactorily are also to be ensured / provided within the quoted fees.

17 The bidder or the owner of the flat shall be responsible for all electrical & civil maintenance including plumbing / sanitary items of the flat as and when required. Yearly municipal property tax of the said flat is to be borne by the bidder or owner. In case of Housing Complex, maintenance charges of the flat shall also be borne by the owner / bidder as the case may be. If damaged is caused by GRSE while using the flat / items the same can be considered for reimbursement to the owner

18 Branded / reputed make articles for cleaning and sweeping for housekeeping are to be provided by the bidder. Adequate quantities of disinfectants , viz. phenyl, disinfectant, pest control spray, liquid soap, scrubbers, brooms, duster, sweeping clothes, sponge wipes, etc. are to be used for cleaning the toilets and sweeping of the floors and toilet fresheners should be provided in each toilet. Each bathroom / toilets should have buckets & mugs for the use of guests. Bidders are also responsible to provide detergent for cleaning of linens.

19 Service provider should take appropriate pest control measures to keep the flat free of cockroach/mosquito/termite/rodents etc. during the contract period.

B Consolidated Service Charges

1 The Bidder /owner/agent is required to quote a Consolidated Services Charges per month, exclusive of GST, towards above scope of service including the Maintenance charges payable to the housing society by the bidder, if required. However, monthly electricity bill will be reimbursed separately by GRSE on receipt of electricity bill.

2 The tenderer are required to furnish the detailed breakup of Consolidated Service Charge including flat rent, wage component and other charges.

Handwritten signature: Doman

Handwritten signature: Rajeev
21/21/24



Annexure-2

STANDARD TERMS & CONDITIONS (STAC)

Job Title कार्य का नाम:	“Comprehensive Transit House Services at Visakhapatnam for GRSE Ltd” [to be executed as per Scope of work SOTR no. Admin/Vizag GH/SOTR/2024 dt. 21.11.2024 enclosed with this NIT]
-------------------------	--

मानक निबंधन और शर्तें (एसटीएसी)

(1) **INTEGRITY PACT समग्रताअनुबंध** (**Not applicable for this tender**):

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

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

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

Signing Authority for Integrity Pact:

- (A) Vendor: Proprietor / Director / Authorized representative
(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

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

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

(2) **MICRO & SMALL ENTERPRISE (सूक्ष्मऔरछोटेउद्यम) -**

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



requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.

- c) Following facilities/benefits may be given to MSEs: -
- (i) Exemption for payment of Tender Fee & Earnest Money Deposit.
 - (ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- 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 (गैर वापसी योग्य) -

- i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach



Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

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

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of “Garden Reach Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers’ sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. 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 (बयाना जमा की वापसी)

- 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 37** 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) VALIDITY OF OFFER (प्रस्ताव की वैधता) :-

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

(6) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित): (Not applicable for this tender):

- 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.

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

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

On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually(as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

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

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

- (10) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रमिकों का पुलिस सत्यापन) :-**

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

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

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

- (11) **GST REGISTRATION (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.



(12) **GUARANTEE PERIOD (गारंटी अवधि):- NA**

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.

(13) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु): (Not applicable for this tender):

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

B. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु): (Not applicable for this tender):

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

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

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

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



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

A. For Job Contract (कार्य संविदा हेतु) :

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

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

(16) **JOINT VENTURE (संयुक्त ऊधम) : NA**

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.

(17) **CONSORTIUM (अल्पकालीन संघटन): NA**

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

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



- ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.
- iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.
- iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.
- v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
- vi). If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
- vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
- viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.



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

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

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

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

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

(19) **SUB-CONTRACTING OF SUB-CONTRACTED JOB (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.

(20) **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.

- (21) **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.
- (22) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेतु मार्गदर्शन)**: The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.
- (23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता)**: 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 (पी पी ई की सूची)

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



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

(24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य 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.

(25) **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.

(26) **GUARANTEE FOR RAW MATERIAL (अनिर्मित सामग्री की गारंटी)** : 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.

(27) **MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण) :** -

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS



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

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

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

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

(28) **INSURANCE (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.

(29) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड):** -

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



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

(30) **WORKING HOURS (कार्य समय) :**

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

(31) **RISK PURCHASE (जोखिम खरीद):**

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

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

(32) **INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता):**

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

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

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



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

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

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

(35) **CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): - NA**

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

(36) **INSPECTION (निरीक्षण): -**

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

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



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

(i) For Manual Tendering: -

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

(ii) For Tendering through NIC Portal: - NA

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: - NA

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

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

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

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

(40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती):** The contractor will ensure that no damage is caused to the materials, equipment or any other property of



GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

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

(42) **ARBITRATION (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.

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

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

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

ANNEXURE – III (PART - II BID)

(To be submitted in Company's Letterhead)

(TO BE SUBMITTED IN SEPARATE ENVELOPE)

SUB: Comprehensive Transit House Services at Visakhapatnam for GRSE Ltd

NIT NO. : SCC/DC/OT/Transit House Vizag/MT-044

PRICE BID

Sl. No	Item Description	Qty. (a)	Unit of Measurement	Unit Rate (Rs.) per month (including all taxes and duties) (excluding GST) (b)	Total Amount (excluding GST) (Rs.) (a) X (b)
1.	Comprehensive Transit House Service Vizag	24	Month	Rs. _____ (In WordsOnly)	Rs. _____ (In WordsOnly)

GST% _____

Total amount (including GST) _____

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

NOTE: -

- 1) Rate to be quoted strictly as per the prescribed format.
- 2) Price should include all taxes other than GST. **GST will be paid extra as per the ruling rate as applicable.**
- 3) L1 bidder will be decided based on total cost of the job (except GST).
- 4) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- 5) 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.
- 6) As a general rule, Price Negotiation with L1 vendor will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.