



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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

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

कोलकाता-700 024 Kolkata 700-024

सी.आई.एन (CIN): L35111WB1934GOI007891

फोन Phone: 2469-8100 से 8113

बिस्तार Extn. - 6118

फैक्स Fax : (033) 3932/ 2020

वेबपेज Webpage : www.grse.in

ई-मेल : Kandir.Anukaran@grse.co.in

CORRIGENDUM - I

Name of Job: HIRING OF PROFESSIONAL CONSULTANT FOR FORMULATION OF PROPOSAL FOR RECATEGORYISATION OF GRSE FROM SCHEDULE B TO SCHEDULE A

Tender Ref. No. SCC/AJK/OT/CONSULTANT/CCP/030/ET-2023 Dt. 01.11.2023

1. The following revised SOTR & NIT terms have been modified and to be read in conjunction with tender document:-

Sl. No.	Existing	Revised
1	SOTR ref. CP&CC/CC/Schedule Dt 27 Oct 23	SOTR ref. CP&CC/CC/Schedule Dt 02 Nov 23
2	NIT Clause No. 14. (a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from Mr. Tinku Karmakar, SM (CC&P), Mob: 7596080324 , e-mail: Karmakar.Tinku@grse.co.in prior to submission of offer	NIT Clause No. 14. (a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from Mr. Tinku Karmakar, SM (CC&P), Mob: 7604063206 , e-mail: Karmakar.Tinku@grse.co.in prior to submission of offer
3	NIT Article – 21. (vi) Liquidated Damages – Not Applicable	NIT Article – 21. (vi) Liquidated Damages : Time schedule for the completion of the work should be strictly adhered to by the successful bidder. If work is not completed according to the scope of work, within the stipulated period, penalty will be imposed @ 2% of the value of work for every week or part of week, subject of maximum ceiling of 10% and after 6 weeks from scheduled completion of work, the work will be cancelled and services will be obtained from alternate sources if needed by GRSE at the risk and cost of the defaulting agency
4	NIT Article – 21. (iv) : Penalty – As per SOTR	NIT Article – 21. (iv) : Penalty – Not Applicable

2. Bidders are requested to go through revised SOTR before quoting the price.

All other terms & conditions will be as per NIT, SOTR, STAC remain unaltered.

Bidders are requested to participate within due date.

Authorized Signatory

Encl.: Revised SOTR



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(भारत सरकार का उपक्रम)
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD
(A GOVT OF INDIA UNDERTAKING)

CIN No.L35111WB1934GOI007891

Ref.: CP&CC/CC/Schedule

Dt 02 Nov 23

SOTR for selection of a professional consultant for formulation of proposal for recategorization of GRSE from Schedule B to Schedule A.

Title of work: formulation of proposal for recategorization of GRSE from Schedule B to Schedule A.

1. Scope of Work

Scope of work shall be Preparation of proposal for Changing Schedule from Schedule B to A and formulation of Corporate plan for GRSE for next 5 years/ until 2030. Interested bidders who have experience as per the qualification criteria may submit the Bids/ Proposals for the subject work.

- a) Drafting of a compelling proposal as per the format specified by the Department of Public Enterprises (DPE) for the purpose of Re- Categorization/ Schedule Change and preparing the justification for the Re-Categorization/ Schedule Change of GRSE from Schedule B to A, complete in all aspects with requisite documentation by including the impact of major business developments on GRSE.
- b) Formulation of Business Plan for GRSE for next 5 years/ until 2030, which is an essential part of schedule change documentation.
- c) Opportunity identification and selection for business plan.
- d) Necessary presentation to be made to the Administrative Ministry.
- e) Assisting GRSE and its Board in replying to the queries that may get generated during the course of Schedule Change proposal consideration; by its Administrative Ministry and/ or DPE.

2. Delivery: a) All the services shall be delivered to CP&CC Dept., GRSE, Kolkata.

b) The successful bidder has to submit recommendations with substantiating documents within 30 days from the date of award of the Work. The delay in satisfactory completion of work shall attract measures as mentioned in the tender document.

3. Liquidated Damages: Time schedule for the completion of the work should be strictly adhered to by the successful bidder. If work is not completed according to the scope of work, within the stipulated period, penalty will be imposed @ 2% of the value of work for every week or part of week, subject of maximum ceiling of 10% and after 6 weeks from scheduled completion of work, the work will be cancelled and services will be obtained from alternate sources if needed by GRSE at the risk and cost of the defaulting agency.

4. Payment Schedule: a. All payment will be released after satisfactory Completion of the milestones.

b. Payment will be made on the basis of the actual scope of work executed.

c. All deductions on account of income tax as per prevailing law shall be made from payments

टिंकु कर्मकार/Tinku Karmakar
वरिष्ठ प्रबंधक (संयोजक)/Senior Manager (CC)
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders and Engineers
कोलकाता/Kolkata-700024

02/11/23

- d. Any penalty imposed by GRSE shall be acceptable to the bidder and shall be deducted from the payment due.
- e. All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any
- f. Payment Schedule for Work related to Preparation of proposal for Schedule Change (from Schedule B to A)
- 20% of contract value post Submission of Work Plan
 - 15% of contract value post Submission of 1st Draft to GRSE as per Scope of Work
 - 15% of contract value after approval of Final Proposal at GRSE, as per the Scope
 - 20% of contract value after Acceptance of Proposal at Administrative Ministry
 - 30% of contract value after Entrustment of Schedule A to GRSE

5. Proposal Opening and Evaluation: a. The evaluation of the proposals will be done by the Evaluation Committee/ Steering Committee formed by GRSE.

- a. **Technical bid Opening & Evaluation:** The technical bid will be opened, after 07 days at the first instance and will be checked for the requisite documents/ compliances as per eligibility compliance statement. Failing to meet the eligibility conditions, should lead to rejection of the Proposal and Bidder.
- b. Bidders will be required to give a presentation of their understanding of scope of work for Preparation of proposal for Schedule Change (from Schedule B to A) and formulation of Corporate Plan for GRSE for next 5 years/ until 2030 before the Evaluation Committee/ Steering Committee.
- c. **Financial Bid Opening:** The financial bids will be opened subsequently only for the bidders who will qualify in technical evaluation. Failing to qualify in Technical Evaluation shall lead to technical rejection of the Proposal and Bidder.

6. Qualification Criteria for the Bidders

(A) **Legal Capacity:** The Bidder should be a company registered under Companies Act, 1956 or Companies Act 2013. The bidder should have been in existence for atleast 05 completed financial years. Certificate of Incorporation of Company is to be submitted.

(B) **Financial Capacity:** The bidder should have an average minimum turnover of ₹ 50 (Fifty) Lakhs in the last three financial years till 2022-23. The net worth of the bidder, as on 31.03.2023 should be positive.

(C) **Technical Capacity:** The bidder should have at-least 03 (three) assignments Completed or On-Going for categorization/ re- categorization/ status change, similar in nature (Sch B to A and above) for CPSEs in the past 5 (Five) financial years. Copy of work orders/ agreement copies/ Purchase Order of any assignment executed in the last 5 financial years or bid completion certificate from clients is to be attached.

7. The technical bid should also contain signed Indemnity Bond as per the format enclosed **Annexure-15**


8. Selection of the Successful bidder/ agency: a. Selection procedure will be on the basis of **Price Based System – Least Cost Selection.**

b. The total amount quoted by the bidder, for the envisaged scope of work, will be considered for selection process.

टिंकु कर्मकार/Tinku Karma
वरिष्ठ प्रबंधक (सीसी)/Senior Manag
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स
Garden Reach Shipbuilders and Eng

c. The Lol/ work order will be issued to the bidder who has quoted the lowest price for complete scope of work. Preparation of Proposal for Schedule Change (from Schedule B to A):

9. Other standard Terms and Conditions as per GRSE's Procurement procedures shall apply.


02/11/23

टिंकु कर्मकार/Tinku Karmakar
वरिष्ठ प्रबंधक (सीसी)/Senior Manager (CC)
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders and Engineers Ltd.
कोलकाता/Kolkata-700024

Designation :

Address :

Seal :

Date :

Annexure-15

Indemnity Bond

[To be executed by Bidder on the Stamp Paper of Rs. 100/-]

1. _____ (*Name & address of the bidder*) _____ indemnify GRSE against all third-party claims of infringement of patent, copyright of the content, trademark or industrial design rights arising from use of the supplied services/ software/ hardware/ manpower etc. and related services or any part thereof.
2. _____ (*Name & address of the bidder*) _____ indemnify GRSE from any claims that the hired manpower/ bidder's manpower may opt to have towards the discharge of their duties in the fulfilment of the contract.
3. _____ (*Name & address of the bidder*) _____ indemnify GRSE from any compensation arising out of accidental loss of life or injury sustained by the hired manpower/ bidder's manpower while discharging their duty towards fulfilment of the contract.

(Authorised Signatory)

Signature :

Witness :

1.

2.

Name :

Designation :

Address :

Seal :

Date

:



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

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

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

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 interested, reputed, resourceful and financially solvent contractors to submit **single stage two-part (Part I-Techno-Commercial & Part II- Price) bids** through NIT portal for the work package as per following bid document:

NIT SLA No. निविदा संख्या:	SCC/AJK/OT/CONSULTANT/CCP/030/ET-2023 Dt. 01.11.2023
Job Title कार्य का नाम:	HIRING OF PROFESSIONAL CONSULTANT FOR FORMULATION OF PROPOSAL FOR RECATEGORISATION OF GRSE FROM SCHEDULE B TO SCHEDULE A [to be executed as per SOTR No. CP&CC/CC/Schedule dated 27 Oct 23]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), GRSE 61 Park Unit

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	03 Nov 2023	16:00 hrs
Tender Due Date निविदा जमा की अंतिम तिथि	08 Nov 2023	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	09 Nov 2023	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	Rs. 500.00



Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	Rs. 35,400.00
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive GST)
Liquidated Damages/Penalty निर्णीत हर्जाना	As per NIT term.
Billing Frequency बिल करने की अवधी	As per NIT terms
Evaluation of L1 एल1 का मूल्यांकन	On totality basis

Note: [MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format \(enclosed at Annexure-5\) along with their MSE certificate.](#)

ARTICLE 3 अनुच्छेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र: please find all enclosures as indicated below in GRSE website by clicking the link <https://www.grse.in/enclosures-related-to-the-tenders-of-sub-contracting-activities/>

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



Annexure 11 संलग्नक-11	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)
Annexure 12 संलग्नक-12	Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Bank Guarantee Format for BG for lifting raw material/equipment (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE 3 अनुच्छेद-3: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज:

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
SL	DESCRIPTION	
1	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	Yes
2	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.	Yes
3	Copies of registration with PF, ESI authorities/ last challans etc.	NA
4	MSE/NSIC Document	Yes

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

ARTICLE 4 अनुच्छेद-4: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने हैं:

PHYSICAL SUBMISSION		
1	EMD Instrument	Within 03 days from opening of Part-I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand draft should be payable at	<u>Kolkata</u>
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of SM (Contract), Contract Cell, Commercial Department, New Building complex, 1st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata 700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.	



ARTICLE 5 अनुच्छेद - 5: JOB EXECUTION SCHEDULE कार्य निष्पादन:

- (A) **Mobilisation Period लामबंदी अवधी-** 07 days from date of placement of LOA/Purchase Order (whichever is earlier)/ as per instruction of AGM (CC)/officer of CCP dept., GRSE.
- (B) **Job Starting Date कार्य आरम्भ तिथी** – The work is to be commenced on receipt of LOA/order (whichever is earlier) and as per schedule and instruction of AGM(CC)/nominated officer of CCP.
- (C) **Job Completion date / Period of Contract कार्य समाप्ती तिथी / अनुबन्ध का समय – As per SOTR**
- (D) **Tenure of Contract अनुबन्धकासमय – As per SOTR**
- (E) **Quality Assurance Authority / Inspection Authority: –CCP dept., GRSE.**

ARTICLE 6 अनुच्छेद - 6: JOB EXECUTION कार्य निष्पादन:

The job is to be carried out strictly as per SOTR and in case of doubt, instructions and guidance of officer-in-charge CCP dept. at GRSE / their authorized representative is to be followed.

ARTICLE 7 अनुच्छेद - 7: GUARANTEE & WARRANTEE गारंटी एवं वारंटी: NA

ARTICLE 8 अनुच्छेद - 8: PRICE मूल्य:

Price quoted will be firm and fixed for the entire contract period till satisfactory completion of work. Price is to be quoted with all taxes & duties including GST. No escalation whatsoever will be considered under any circumstances within the period of contract.

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

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

ARTICLE 9 अनुच्छेद - 9: ESCALATION मूल्य वृद्धि: - Not Applicable

ARTICLE 10 अनुच्छेद - 10: 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.

ARTICLE 11 अनुच्छेद - 11: OFFER VALIDITY प्रस्ताव की वैधता:

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 days against valid reason.

ARTICLE 12 अनुच्छेद - 12: CONDITIONAL OFFER सशर्त प्रस्ताव:

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

ARTICLE 13 अनुच्छेद - 13: DETERMINATION OF L1 एल-1 का चयन:

L1 bidder will be decided on lowest quoted price **in totality (Including GST)**.

ARTICLE 14 अनुच्छेद - 14: BOQ बी ओ क्यू:

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of contract i.e. the quantity/tenure may vary 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 “**HIRING OF PROFESSIONAL CONSULTANT FOR FORMULATION OF PROPOSAL FOR RECATEGORYISATION OF GRSE FROM SCHEDULE B TO SCHEDULE A**” is given below:

Sl. No.	Des	UOM	Quantity
	Consultancy for formulation of Proposal for categorization of GRSE from Schedule B to Schedule A	LS	01

NB: UOM = Unit of Measurement, LS - Lump Sum

Detail of BOQ and all requirement and terms are as per SOTR (SOW) attached with the tender.

ARTICLE 15 अनुच्छेद - 15: OPENING OF BIDS निविदा खुलना:

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



for further processing.

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

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

ARTICLE 17 अनुच्छेद - 17: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य: Not Applicable.

ARTICLE 18 अनुच्छेद - 18: ELIGIBILITY CRITERIA पात्रता के मापदंड:

(A)As per SOTR.

(B)The bidder should give self-certification (as per Annexure-4) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **31.10.2023**. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

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

Note:

- a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) In case of non-submission of the self-certification document as per format at **Annexure-4**, the bidder will be treated as non-responsive and their offer will be rejected.

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

ARTICLE 19 अनुच्छेद - 19: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश:



1. **Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents.**
No consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. 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.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 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.
7. Job is to be carried out as per SOTR (SOW) and instruction of the Engineer in charge/Inspection authority as per SOTR/ GRSE.
8. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
9. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
10. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed.



11. 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%.
12. 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.
13. A Bidder is allowed to submit only one Bid under any capacity / status.
14. Difficulty in submitting the bid:
 - a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Tinku Karmakar, SM (CC&P)**, Mob: **7596080324**, e-mail: Karmakar.Tinku@grse.co.in prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Mr. Anukaran J Kandir, SM (Contract), GRSE (Main Unit)**, Mob: **+91 9163361808**, e-mail: Kandir.Anukaran@grse.co.in
 - c) **E-mail Address for communication संचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.
 - d) **e-BID INSTRUCTION ई बिड के अनुदेश –**
 - i. Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in NIC Procurement portal <https://nic.in>; They need to fill up the downloaded documents as per instruction and upload the same during bid submission as per Bid criteria. Non-acceptance of any techno-commercial criteria is discouraged.
 - ii. Bidders need to fill up Part-II (Price) bid online in NIC portal only by inserting unit **price for the job. No other attachment to the price bid will be reckoned.**
 - iii. In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as Zero and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly. **Bidder should submit their bid and price as per Bid document and BOQ of the tender through NIC portal.**
 - iv. The amendments / clarifications to the bid document, if any, will be posted on NIC portal only.
 - v. It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.

e) **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 NIC portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded 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.

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 not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the Tender Enquiry.
9. Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidders have indicated / attached / shown any price anywhere in else other than as per provision in GeM portal underprice bid section [Art.19.14 (d,ii)], then offer will be treated as cancelled.
12. Bidder submitted false/incorrect documents etc.

ARTICLE 21 अनुच्छेद - 21: POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

i. Security Deposit प्रतिभूतिजमा-

- a) Successful bidder will deposit an amount equivalent to 05% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) in the form of



Pay Orders/D.Ds/Bank Guarantees (in case of BG- with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring “**Garden Reach Shipbuilders & Engineers Limited**”, within 15 days from the date of released order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

- b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to GM(Finance), GRSE/Ordering dept., GRSE by the Bank in Banker’s sealed envelope failing which same will not be accepted. Details of B.G. should also be confirmed to Ordering Department, GRSE.
- c) S.D. amounts would be refunded / returned after successful execution of the job. The Contractor is to apply for release of their SD which has to be certified by I/C Admin dept/nominated officer of Admin dept. GRSE through Ordering Dept., GRSE. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

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

Work done certificate will be issued by SM (CC&P)/nominated officer of Admin dept., GRSE to the Contractor (as per prescribed format) on actual volume of job executed during the period as per SOTR. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources/ any other recoverable is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii. Payment Terms भुगतान की शर्तें –

Payment Schedule for Work related to Preparation of proposal for Schedule Change (from Schedule B to A)

- 20% of contract value post Submission of Work Plan
- 15% of contract value post Submission of 1st Draft to GRSE as per Scope of Work
- 15% of contract value after approval of Final Proposal at GRSE, as per the Scope
- 20% of contract value after Acceptance of Proposal at Administrative Ministry
- 30% of contract value after Entrustment of Schedule A to GRSE

Payment will be made as per actual certification basis.

Bill certifying Authority: I/C CCP dept./AGM (CC)/ nominated officer of CCP dept., GRSE.

iv. Penalty: जुर्माना – As per SOTR

v. Bill Submission बिलप्रस्तुति:-

On obtaining WDC, bills to be raised (considering the checklist for Bill Submission **(as per attached format at Annexure-7)** in line with order terms. Bills (in quadruplicate) with duly filled



Work Done Certificate, are to be submitted in at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted 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.

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

vi. Liquidated Damages निर्णीत हर्जाना - Not applicable

vii. Risk Purchase जोखिम खरीद-

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

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

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

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

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

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) IS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt &	IS: 3521



	harness, automatic fall arrestor	
(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.

- x. **Time of completion shall always be considered as essence of the contract / PO(कार्य मापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.
However, vendor has to compete the job within given schedule as per instruction of concerned authority of GRSE.
- xi. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रवेशण किसी भी परिस्थिती में अमान्य. However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/concerned project head of GRSE, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.
- xii. **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.

ARTICLE 22 अनुच्छेद - 22: SUBMISSION OF BID बिड की पेशी-

1. Last date of submission of Bid / Date of opening of bid is indicated in NIC Bid Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Financial bid of all the Techno-Commercially qualified bidders will be opened in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of financial bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet in NIC portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any



reason.

ARTICLE 23 अनुच्छेद 23: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR PERSONNEL INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-6.- NA

ARTICLE 24 अनुच्छेद 24: PRE-BID MEETING - NA

**Anukaran J. Kandir
Sr.. Mgr. (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024**



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(भारत सरकार का उपक्रम)
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD
(A GOVT OF INDIA UNDERTAKING)

CIN No.L35111WB1934GOI007891.

Ref.: CP&CC/CC/Schedule

Dt 27 Oct 23

SOTR for selection of a professional consultant for formulation of proposal for recategorisation of GRSE from Schedule B to Schedule A.

Title of work: formulation of proposal for recategorisation of GRSE from Schedule B to Schedule A.

1. Scope of Work

Scope of work shall be Preparation of proposal for Changing Schedule from Schedule B to A and formulation of Corporate plan for GRSE for next 5 years/ until 2030. Interested bidders who have experience as per the qualification criteria may submit the Bids/ Proposals for the subject work.

- a) Drafting of a compelling proposal as per the format specified by the Department of Public Enterprises (DPE) for the purpose of Re- Categorization/ Schedule Change and preparing the justification for the Re-Categorization/ Schedule Change of GRSE from Schedule B to A, complete in all aspects with requisite documentation by including the impact of major business developments on GRSE.
 - b) Formulation of Business Plan for GRSE for next 5 years/ until 2030, which is an essential part of schedule change documentation.
 - c) Opportunity identification and selection for business plan.
 - d) Necessary presentation to be made to the Administrative Ministry.
 - e) Assisting GRSE and its Board in replying to the queries that may get generated during the course of Schedule Change proposal consideration; by its Administrative Ministry and/ or DPE.
- 2. Delivery:** a) All the services shall be delivered to CP&CC Dept., GRSE, Kolkata.
b) The successful bidder has to submit recommendations with substantiating documents within 30 days from the date of award of the Work. The delay in satisfactory completion of work shall attract measures as mentioned in the tender document.
- 3. Liquidated Damages:** Time schedule for the completion of the work should be strictly adhered to by the successful bidder. If work is not completed according to the scope of work, within the stipulated period, penalty will be imposed @ 2% of the value of work for every week or part of week, subject of maximum ceiling of 10% and after 6 weeks from scheduled completion of work, the work will be cancelled and services will be obtained from alternate sources if needed by GRSE at the risk and cost of the defaulting agency.
- 4. Payment Schedule:** a. All payment will be released after satisfactory Completion of the milestones.
b. Payment will be made on the basis of the actual scope of work executed.
- c. All deductions on account of income tax as per prevailing law shall be made from payments

Arnab Paul
ARNAB PAUL
Deputy Manager (CP & CC)
Garden Reach Shipbuilders & Engineers Ltd
Kolkata- 700 024



- d. Any penalty imposed by GRSE shall be acceptable to the bidder and shall be deducted from the payment due .
- e. All Payments to be made in INR only and subject to liquidated damages and taxes, duties, penalties as applicable, if any
- f. Payment Schedule for Work related to Preparation of proposal for Schedule Change (from Schedule B to A)
 - 20% of contract value post Submission of Work Plan
 - 15% of contract value post Submission of 1st Draft to GRSE as per Scope of Work
 - 15% of contract value after approval of Final Proposal at GRSE, as per the Scope
 - 20% of contract value after Acceptance of Proposal at Administrative Ministry
 - 30% of contract value after Entrustment of Schedule A to GRSE

5. Proposal Opening and Evaluation: a. The evaluation of the proposals will be done by the Evaluation Committee/ Steering Committee formed by GRSE .

- a. **Technical bid Opening & Evaluation:** The technical bid will be opened, after 07 days at the first instance and will be checked for the requisite documents/compliances as per eligibility compliance statement. Failing to meet the eligibility conditions, should lead to rejection of the Proposal and Bidder .
- b. Bidders will be required to give a presentation of their understanding of scope of work for Preparation of proposal for Schedule Change (from Schedule B to A) and formulation of Corporate Plan for GRSE for next 5 years/ until 2030 before the Evaluation Committee/ Steering Committee .
- c. **Financial Bid Opening :** The financial bids will be opened subsequently only for the bidders who will qualify in technical evaluation . Failing to qualify in Technical Evaluation shall lead to technical rejection of the Proposal and Bidder .

6. Selection of the Successful bidder/agency : a. Selection procedure will be on the basis of **Price Based System – Least Cost Selection** .

- b. The total amount quoted by the bidder, for the envisaged scope of work, will be considered for selection process .
- c. The LoI/ work order will be issued to the bidder who has quoted the lowest price for complete scope of work. Preparation of Proposal for Schedule Change (from Schedule B to A) .

7. Other standard terms and conditions as per GRSE's Procurement procedures shall apply.

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ARNAB PAUL
Deputy Manager (CP & CC)
Garden Reach Shipbuilders & Engineers Ltd.
Kolkata- 700 024



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

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

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

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

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

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

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



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

(3) Tender Fee (निविदाशुल्क): Non Refundable

- 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)

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



- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

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

EMD may be forfeited under the following circumstances:

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

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

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



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

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

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

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

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

(9) **PRICE (मूल्य):**

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

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

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

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

(10) **JOINT VENTURE OR CONSORTIUM (संघटन):**

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



- i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners
- ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,
 - iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,
 - iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,
 - v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.
 - vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,(work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.
 - vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,
 - viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,
 - ix) The contract agreement shall be signed jointly by each joint venture/consortium partners.

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

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

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

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.



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

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

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

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

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

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

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

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

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

(18) **WORKING HOURS:**



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

(19) INDIVIDUALITY OF THE CONTRACT:

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

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

(21) 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. Drawings should not be copied and should be returned to GRSE on completion of work.

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

(22) REGISTRATION OF APPROVED VENDOR:

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

(23) CONTRACT WORKMAN WAGE PAYMENT: -

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

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

(25) INSPECTION:-

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

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

(iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free



access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

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

(26) CORRECTION OF ERRORS:

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

(i) For manual tendering:-

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

(ii) For tendering through E-PROCUREMENT:-

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

(27) FORCE MAJEURE:

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

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

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



- (29) **DAMAGE OF MATERIALS / EQUIPMENTS:** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.
- (30) **OFFICE & STORAGE SPACE:** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.
- (31) **ARBITRATION (मध्यस्थता):-**
- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
 - iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
 - v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
 - vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
 - vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise



directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

viii) The language of the proceeding shall be in English."

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

i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

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

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

1.Name of the Bidder:

2.Job Description:

3.Tender Reference:

(A) Details of Executed relevant jobs :

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

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required

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

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 31.10.2023 from taking part in Government tenders.

Or

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

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

Signature -----

Name -----

Designation: -----

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

Date:

Signature of Bidder with Seal.



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

Signature of Vendor's representative
with Seal/Stamp

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

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

For GRSE Use Only

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

Signature of GRSE Bill Certifying Authority
with Designation
