



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

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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 and subcontractors to submit **single stage two part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the work package as per following bid document.

NIT No. निविदा संख्या:	SCC/AJK/OT/Hiring of Premium Car/021/ET-3034 Dated 19.07.2024
Job Title कार्य का नाम:	“RATE CONTRACT OF HIRING PREMIUM CARS WITH DRIVER AND FUEL ON ‘AS AND WHEN’ REQUIRMENT BASIS FOR TWO YEARS” [to be executed as per SOR No. Transport/Premium Cars/2024-25 [Annexure-I]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell संविदा बिभाग (GRSE Main Unit)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	25/07/2024	12:00 hrs.
Bid submission Closing Date निविदा जमा की अंतिम तिथि	09/08/2024	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी-वाणिज्यिक बोली भाग-I)	12/08/2024	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 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 3 मे उदधृत)	INR 500 (Rupees Five Hundred Only)
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा) स्टैक के परिच्छेद 4 मे उदधृत)	INR 2,00,000/- (Rupees Two Lakh Only)
Security Deposit (SD) प्रतिभूति	Rs. 50,000.00 (Fifty thousand only) (One-time deposit)
PBG पी बी जी	NA

Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	On monthly basis
Evaluation of L1 एल1 का मूल्यांकन	Based on Item wise L1

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

ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नक परिच्छेद	
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions (Annexure-I)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) ((Annexure-II)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 7 संलग्नक-7	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job(please refer www.grse.in)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer www.grse.in)
Annexure 9 संलग्नक-9	Special condition of contract (please refer www.grse.in)
Annexure 10 संलग्नक-10	General Requirement (please refer www.grse.in)
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer www.grse.in)
Annexure 12 संलग्नक-12	Bank Guarantee Format for SD (please refer www.grse.in)
Annexure 13 संलग्नक-13	Bank Guarantee Format for PBG (please refer www.grse.in)
Annexure 14 संलग्नक-14	Guide line for Bank Guarantee (please refer www.grse.in)
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer www.grse.in)

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

SL	DESCRIPTION
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	MSE/NSIC Exemption certificate towards EMD
3	Technical Acceptance format as available with NIT after being downloaded and filled up
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up

5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 3
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 4
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'2023 in support of Financial Eligibility.
8	Self-certification for not having blacklisted /not received any tender holiday as per format at Annexure 5
9	PAN/TAN,GST, Labour License Certificate, Registration Certificate of the Company with ROC
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.
11	Copies of registration with PF, ESI authorities.
12	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID. [As per guideline from GOI, MOD]

- a) Registered Vendors with GRSE need not upload documents at Sl. 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.
- b) Bidders have to indicate Unique GeM Seller ID and TReDS registration no. in the COMMERCIAL MATRIX or prior to opening of price bids, failing which offer submitted by the bidder shall be liable for rejection.

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

PHYSICAL SUBMISSION		
1	Tender Fee instrument	Within 03 days from opening of Part I bid
2	Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा)स्टैक के परिच्छेद 4 मे उदधृत)	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of :	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	Kolkata

Note: Above mentioned original Instruments as stipulated, to reach the office of General Manager, Contract Cell, GRSE, 61 Park Unit, within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).

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

(A) Tenure of Contract अनुबन्ध का समय: Contract will be established for a period of 02 (two) years and contract period may be extended for another 01 (one) year with same terms & conditions based on satisfactory performance in all respect.

(B) Job Starting Date कार्य आरम्भ तिथी - Job may have to be started after issuance of LOA/Order tentatively from Nov 2024.

(C) Job Completion date / Period of Contract कार्य समाप्ती तिथी / अनुबन्ध का समय - Job is to be completed within 2 (two) years from the job starting date on receipt of work order / LOA.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the Transport Dept., GRSE Main to be followed.

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य:

- i. Price quoted will be firm and fixed for the entire contract period till completion of the work. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.
- ii. Price to be quoted exclusive of Toll Tax, Parking Fee payable to Kolkata Corporation/Kolkata Municipal Areas/Airport etc. and entry fee inside Railway station etc. The same will be reimbursed at actuals on submission of documentary proof duly endorsed by the user/duty officer of GRSE/any authorized representative of GRSE in original.

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

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव:

- i. In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.
- iii. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 03 years.

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

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव:

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

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

Item wise L1 bidder will be determined. The bidder has to quote all line items with respect to each category of cars. Otherwise the bid will be treated as nonresponsive hence may be rejected.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू:

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

Item Sl. No.	Job Description	QTY	UOM
10	SWIFT DZIRE/ETIOS & Equivalent (Min Package per Day- 8 Hrs/80Km)	24000	Hr.
20	INNOVA/BOLERO & Equivalent (Min Package per Day- 8 Hrs/80Km)	1680	Hr.
30	SCORPIO/KIA & Equivalent 6-7 Seater (Min Package per Day- 8 Hrs/80Km)	1680	Hr.
40	INNOVA CRYSTA & Equivalent (Min Package per Day- 8 Hrs/80Km)	9120	Hr.
50	HONDA CITY & Equivalent (Min Package per Day- 8 Hrs/80Km)	12960	Hr.
60	ALTIS COROLLA & Equivalent (Min Package per Day- 8 Hrs/80Km)	1200	Hr,

Quantity may be increased or decreased as per requirement of GRSE Transport Dept.

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

Part I (techno-commercial) bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for further processing. If any bidder qualifies for trial order, price bid of such bidder shall not be opened prior to successful completion of trial. Trial order will be awarded at established rate.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूक्ष्म एवं छोटे उद्योग -

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

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य:

- BOQ sl. no. 10, 40 & 50:** - Job Quantity against BOQ sl. no. 10, 40 and 50 (i.e. SWIFT DZIRE/ETIOS & Equivalent, INNOVA CRYSTA & Equivalent & HONDA CITY & Equivalent) will be distributed among 02 qualified bidders in the ratio of 60:40 at established L1 rate. 60% of job

quantity against each line item will be placed on respective L1 bidders and balance 40% will be placed on L2 bidder at accepted final L1 rate. If L2 bidder does not agree to match L1 rate, than other qualified bidder L3, L4.. in chronological manner will be asked to match L1 rate. If L2, L3, L4... bidders do not agree to match L1 rate than total quantity will be awarded to L1 bidder.

- (ii) **BOQ sl. no.20,30 & 60:** - Total tender quantity against BOQ sl. no. 20, 30 & 60 (i.e. INNOVA/BOLERO & Equivalent, SCORPIO/KIA & Equivalent 6-7-Seater & ALTIS COROLLA & Equivalent) to be awarded to L1 bidder.

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

(A) **Technical Criteria:** -

Detail of Technical Eligibility criteria is as per SOR attached with NIT

Supporting documents meeting Technical eligibility criteria as detailed in SOR to be submitted along with the Part-I bid. All documentary evidences such as relevant past performance, job completion certificates, order copies, etc.to be submitted with **Annexure - 3** attached with the NIT.

(B) **Financial Eligibility Criteria:-**

- (a) Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31stMarch, 2023 should be at least **Rs.30 Lakhs**.

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years ending on 31st March 2023 to be submitted along with the part - I bid as per format given in **Annexure - 4** attached with the NIT.

(b) The bidder should give self-certification (as per Annexure-5) 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 31.07.2024. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note: a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

c) In case of non-submission of the self-certification document as per format at Annexure-5, the bidder will be treated as non-responsive and their offer will be rejected

- (C) . Self-certification is to be submitted as per format attached at **Annexure - 5** attached with the NIT.

[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]

Note: Requisite formats attached with NIT as **Annexure 3, 4 & 5** to be filled up by the bidders in support of above eligibility criteria and submit the same along with the Techno-Commercial bid with documentary evidences.

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

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

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.

4. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
8. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.

9. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
10. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid:
 - a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Binod Kumar Pandit, MGR (Transport)**, e-mail: Pandit.BinodKumar@grse.co.in prior to submission of offer.
 - b) Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, DGM** (GRSE E-PROCUREMENT) e-mail/ Palit.Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
13. **E-mail Address for communication** संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.

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

- a) To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E–Procurement portal <http://www.grse.in/etender> or <http://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- f) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- g) It will be the bidder’s responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- h) AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the tender enquiry.
8. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
9. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidder not agreeing for furnishing of the required Security Deposit (SD).
11. Bidders not submitting Original Bid Security Declaration within 7 GRSE working days from the tender closing date.

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

i. Security Deposit प्रतिभूति जमा :

- (a) Successful bidder will deposit an one time amount of Rs. 50,000.00 (Fifty Thousand only) 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 favouring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of work 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, 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) SD 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 Executing user dept. / nominated officer of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.
- (d) The firms registered with NSIC (having the relevant service listed in NSIC certificate) can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption, a copy of valid NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of relevant activities contained in NSIC certificate should cover the activity for which tender is issued.

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

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

iii. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills to be raised in line with order terms. Bills (in quadruplicate) with duly filled Work Done Certificate, are to be submitted by 10th day of next month, 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.

iv. **Payment Terms भुगतान की शर्तें:**

- (a) The 100% monthly bill amount with full GST will be released on monthly progressive basis and will be paid within 30 days on receipt of bill (in 03 copies) duly certified by in-charge of concerned dept. of GRSE or, his Nominated officer & supported with satisfactory duty slips.
- (b) Payment will be made on actual certification basis through ECS mode.

(c) No advance payment will be made in any circumstances.

v. **Liquidated Damages/Penalty निर्णित हर्जाना**

In case of failure to provide car, then bidder/agency shall be liable to pay liquidated damage/penalty @ Rs 1200/- for SWIFT DZIRE/ETIOS / INNOVA/BOLERO category and for other @ Rs 1600/- on each occasion. In that case GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / agency. The differential amount for alternate hiring shall also be recovered from bidder / agency's security money or from other pending bills at the discretion of GRSE. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/agency.

vi. **Risk Purchase जोखिम खरीद**

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

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

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

viii. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रवेशन 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 In-charge (Admin) 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.

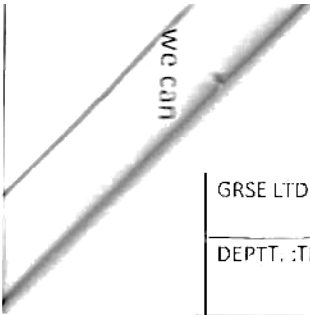
ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी -

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.

2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

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

A. J. KANDIR
SR. MGR (Contract)
Garden Reach Shipbuilders & Engineers Limited
61, Garden Reach Road, Kolkata-700 024



ANNEXURE-I

GRSE LTD. / MAIN UNIT	SOTR FOR TENDERING OF RATE CONTRACT OF HIRING PREMIUM CARS WITH DRIVER AND FUEL ON "AS AND WHEN" REQUIREMENT FOR TWO YEARS.	SOTR NO. Transport/Premium Cars /2024-25
DEPTT. :TRANSPORT		REV:
INSPECTION : TRANSPORT	PREPARED BY : <i>[Signature]</i> MANAGER (TRANSPORT)	CHECKED & APPROVED BY : <i>[Signature]</i> DGM (ADMIN)

SCOPE OF SERVICES

1. Garden Reach Shipbuilders & Engineers Ltd (GRSE Ltd), is a premier warship building company in India under the administrative control of Ministry of Defence having its Registered Office at 43/46, Garden Reach Road, Kolkata-24. GRSE invites participation in the E-tender from reputed and experienced Transport contractor /Travel agency to provide Internal combustion engine (ICE) based commercial premium cars with driver & F.O.L as per below details:-

a. ICE based very very good quality AC premium car(s) on 'as and when' call basis for VIPs/GRSE Directors/officials from IHQ(N), MOD/GRSE Guests/ Ship Staff & Trial Team /any events viz Pre-CPRM, CPRM, Parliamentary Committee, etc.

b. Required car must be white in color. Following model cars would suffice the requirement at large:

1	SWIFT DZIRE/ETIOS & equivalent
2	INNOVA/BOIERO & equivalent
3	SCORPIO / KIA & equivalent 6-7 seater
4	INNOVA CRYSTA & equivalent
5	HONDA CITY & equivalent
6	ALTIS COROLLA & equivalent

The bidder should have capacity of arranging high end premium cars viz. Fortuner / Mercedes / Audi, etc. on exigency cases.

c. Requirement of vehicle and their engagement may increase/decrease depending upon operational requirement. It needs to be facilitated on short notice. **Car and driver must not be change for continued duty during the period of booking as it will be very embarrassing for the guest to explain duty to a new driver and direct location of reporting afresh.**

d. The vehicle may be required during night shift, Sundays and Holidays as per operational requirement.

2. The requirement of car is purely on 'As and When' requirement basis even for short duration. The bidder/agency will be bound to supply the requisite number of cars of various types as ordered by GRSE from time-to-time. The bidder must have a capacity to arrange a minimum

[Handwritten signature]

12/15 cars or more in case of any special event viz. Parliamentary committee, launching of ship, etc.

3. Car should be very decent and driver with pleasant personality must be provided at all time. The vehicle to be provided should be 2020 and onwards make.

4. The bidder / agency are required to offer their commercial vehicle one each of all the above mentioned models for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If any bidder / agency fails to offer their vehicle/s within the stipulated period or if the vehicle/s not accepted at the time of inspection or in case on non-production of relevant documents, their offer will be disqualified technically / commercially and their Price Bid will not be opened.

5. The bidder/agency shall provide expert, trained, sober and well-mannered driver with proper white clean uniform, cap and shoe with the commercial vehicle who must be fully conversant with the existing Traffic Rules and Regulations and Road-Ways in and around Kolkata / Howrah / South & North 24 Parganas and other adjacent areas of Kolkata. The bidder / agency shall exercise due supervision and imbibe discipline amongst their drivers. Any Labor issues with drivers have to be settled by the bidder / agency himself. GRSE must not be responsible for any issues between bidder / agency and their drivers.

6. The bidder/agency shall have to maintain the vehicle/s in good road worthy condition and neat and clean on daily basis for decent and comfortable use before reporting duty and during the duty period.

7. In case GRSE requires any vehicle for out station work, the bidder/agency or their driver must not refuse any such duty at any circumstances.

8. Vehicles while reporting on duty should have essential tools, First Aid Box, stepney tyre, fire extinguisher, air freshener, daily newspaper, mineral water bottles, umbrella, torch, etc. It is to be ensured that Air Conditioning of the car will be functional and effective. Vehicle must be filled with adequate fuel and in no case should stop for refueling at pump stations during the working hours. Driver in no case ask for payment of refueling from the guest.

9. The bidder / agency shall be bound to supply the requisite number and types of vehicles after issuance of order.

10. Failure to provide sufficient number of vehicle/s or delay in providing vehicle/s after order will make the bidder / agency to bear the extra expenditure incurred by GRSE for arranging alternate vehicle/s and the actual cost will be deducted from the subsequent running bills of the bidder/agency. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement.

11. The bidder / agency shall provide the vehicle/s duly registered with RTO authority for commercial run. Valid Insurance Policy, Road Permit, Certificate of Fitness, Pollution Under Control Certificate, Road Tax, etc. as required under Motor Vehicle Act and Rule and Valid Commercial Driving License of the driver should always be kept in the Vehicle/s.



12. All the vehicles booked and used by GRSE should always be covered by comprehensive insurance policy including the driver and boarders.
13. The drivers should have mobile phones with good network coverage (non-data and non-camera) for easy contact and to be provided by the bidder/agency without any extra financial implication.
14. Details of car and driver should be intimated at least 24 hours prior to duty start time. The bidder/agency should allocate car and driver in such a way so that the car / driver is not changed in between continuous duty at any circumstances. The vehicle/s are to be maintained neat and clean at all times including seat cover, interior & floor cleaning. Defects noticed by the user and/or GRSE Transport department are to be rectified immediately by the bidder/agency. There must not be any unwanted & extra decoration in the vehicle including wind screen and rear screen.
15. The vehicle/s being provided are to be well maintained at all times including conduct of periodic service as per OEM recommendations and ensure its full operational roadworthiness.
16. Representative of GRSE/user shall have the right to verify Driving License of the driver and other relevant papers like RC Book, Road Tax, Insurance paper, Permit, Certificate of Fitness, etc. at any time. Same should be always in possession of the driver.
17. The bidder / agency shall bear and pay all penalties or any other charges payable for violation of Traffic Rules or Motor Vehicle Act, enforced from time-to-time and GRSE Ltd shall not be liable in any manner whatsoever in this regard.
18. Driver must carry sufficient cash to pay for airport / railway parking charges, toll, municipal parking charges, fuel as and when when required and for emergency maintenance, etc. They should also have enough cash for taking care of their own lunch/dinner and shall not ask for any tips from any guests. In no case money should be borrowed from the user of the vehicle for mentioned purpose.
19. In case of breakdown of any vehicle on duty, immediate replacement of same model car should be arranged by the bidder / agency. In such case, KM reading of the alternative vehicle will start at the place where the car gets breakdown and not from garage. Difference between breakdown time and reporting time of alternate vehicle will also not be considered. In case, bidder/agency fails to provide the alternate vehicle within the stipulated time as above, the same will be considered as non-availability of vehicle. In such a case, GRSE have the right to arrange alternate vehicle/s from other source/s, if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency.
20. During the contract period, if the vehicle is seized/detained/impounded by the Police/Transport Authority for any reason whatsoever, it would be at sole risk & cost of the bidder / agency.



21. Since GRSE is certified for some standard management system it is mandatory that all requirements of the Motor Vehicle Act and Rules framed thereunder are to be complied. Children Labour (Prohibition & Regulation) Act 1986 and any other Act/Rules related with this sort of services are also to be complied with.

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

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

24. If after award of contract, the performance of bidder/agency is found unsatisfactory or bidder/agency deviates from any of the Conditions of Contract, GRSE reserves the right to cancel the contract and forfeit the Security Deposit at any time after issuing notice(s) for unsatisfactory performance to the bidder / agency.

25. The bidder/agency shall produce all the relevant documents viz. Pollution Control Certificate, RC Book, Road Permit, Road Tax, Insurance, Driving License, Certificate of Fitness of the vehicle/s for inspection as and when asked for.

26. If any information given by the bidder / agency is found to be false, GRSE reserves the right to terminate the contract without any notice or assigning any reason thereof at the risk and cost of the bidder.

27. As the business of GRSE is predominantly based on predefined work schedule and associated with many other government organizations / departments and valuable customers, each trip will be important. Therefore, the bidder / agency is expected to be professional and punctual throughout the period of contract. If the bidder/agency fails to carry out the work as per the terms and conditions, the contract is liable to be terminated immediately without any further notice or intimation and in such cases the SD will be forfeited and the work will be arranged through other reliable agencies, as may be decided by GRSE entirely at the risk and cost of the said bidder/agency. Any loss to GRSE by way of any such failure on the part of the bidder / agency shall be realized from the bidder / agency.

28. GRSE Transport department is having full right to allocate the vehicles as deemed fit for the smooth operation. Bidder / agency is binding on the decision of GRSE Transport department regarding vehicle duty allocation. Further bidder / agency and / or driver/s can't demand that they will be operating only particular trip/trips. GRSE Transport department have also the right to rotate the vehicles for duty as deemed fit.

29. After allotment of duty, the journey route and / or number of boarders may change in any particular day for operational requirement of GRSE. Such changes, as and when required will be intimated to driver/s over phone by GRSE Transport department and/or by the boarders. Refusal/questioning to perform such changed duty by the drivers shall not be acceptable in any circumstances and such refusal may lead to stern action against the service provider.



30. While reporting on duty the driver should carry placard with guest name for easy identification. At the end of the day, the driver should confirm from the guest about any requirement for subsequent day/s. Drivers should be able to speak in English, Hindi and Bengali.

31. The bidder/agency shall ensure availability of service 24x7 Hrs round the clock and also required to fulfil instant demand of bulk requirement at a time.

32. If the vehicle sent is not acceptable to GRSE, the same should be replaced by the bidder / agency without any extra cost implication. However, if the bidder/agency fails to provide replacement vehicle as per schedule and GRSE is required to arrange replacement vehicle from another source, then the same shall be at the risk and cost of the bidder/agency and the additional cost, if any shall be recovered from the running bills.

33. The bidder/agency shall maintain log sheet / duty slip in triplicate clearly indicating all details of journey, i.e. places visited, KM run, reporting and releasing time, reporting and releasing KM, etc. The log sheet / duty slip, toll & Parking slips, if any must be signed by the Guest without which no bill will be processed for payment. Log sheet / duty slip should be clean without any over writing, correction, etc. Any manipulation in bill/ log sheet will not be paid. However, such act amounts to forgery will be dealt seriously which may lead to cancellation of contract with a copy to all concerned Ministry/Dept. Distance between the bidder / agency's garage and place of reporting / releasing shall be the shortest distance.

34. The quoted monthly rate will remain firm and fixed within the contractual period of **two years**.

DEPLOYMENT OF DRIVERS

35. The driver must carry out duty as assigned by GRSE Transport Department / user. In the event of any refusal of duty by the bidder / agency or the driver, the vehicle shall be released immediately and no payment will be made for that day for such an instance.

36. The driver must not have any criminal cases against their name.

37. Any driver found misbehaving with the guest shall be debarred from duty and shall not be allowed to perform any future duty at GRSE. Bill must not be paid for the day for such occurrence. The driver must not be permitted to drive under the influence of Alcohol and any other banned similar substances.

38. The driver should have to be a sense of punctuality and courtesy about performing duty. The vehicle on duty should not be interlinked with other duties under any circumstances.

39. Driver must always wish the guest with Namaste/Good Morning/Good Evening/Good Night. Driver must also have the sense of courtesy and responsibility to open and close the door of the vehicle.

40. GRSE being one of the reputed Ship Building Industry in the country value its clients, hence prompt and timely service shall be ensured by the bidder / agency. The driver of the vehicle shall



have sufficient experience and expertise. The drivers should park the vehicle in the designated areas during official duty and also inside GRSE. Driver should not park the vehicle inside GRSE after completion of duty.

41. Vehicles are liable to be checked at gates for security purpose and drives have to co-operate with GRSE Security and CISF personnel in the execution of their duty.

42. The bidder / agency should ensure that the drivers are medically fit for attending the duty while driving.

43. Drivers must not be changed frequently. Change of drivers in between a particular duty of a guest shall not be permitted. In case of any exigency, it would be the responsibility of the bidder / agency to take permission in advance from GRSE Transport department for change of driver and also bidder / agency's sole risk to brief the new driver for the duty required to be performed thereafter.

SUPERVISION

44. The Bidder / agency shall ensure due supervision of vehicle and also discipline amongst the driver and there other employees engaged at GRSE.

RENTAL CHARGE / CONTRACT PRICE

45. The bidder / agency shall quote minimum package rate per day. Minimum hiring per day will be of 8 hrs and 80 KM for all category cars. Hourly rate and KM rate will be the avg of minimum per day package rate and the minimum booked hour or KM. Payment will be made for the minimum per day charge with extra hour run or KM, if any whichever will be higher. The rates shall be inclusive of all expenses necessary for continuation of the service of hired vehicle/s throughout the contractual period like payment to driver, fuel, oil, other consumables etc. and shall be liability of the bidder/agency. Such expenses shall also include (but not restricted to) payment to Govt. Transport authorities, Labour authorities, Fees connected with services, expenses of the bidder/agency's establishment, salary, bonus, etc. of personnel employed for the hired vehicle/s and any other expenses whenever necessary. GST will be as per Rules. The said hiring rate is comprehensive in nature and exclusive of Toll Tax, Parking fees payable to Kolkata Corporation/ Kolkata Municipal areas/Airport, etc. and Entry Fees inside the Railway Station, etc. The same shall be reimbursed at actuals along with the bill on submission of documentary proof duly endorsed by the user/duty officer of GRSE/any authorized representative of GRSE in original.

46. Amount payable shall be the daily total Hour or KM run whichever is higher. Claim for KM run will be paid by converting it into Hour run.

47. The rates/prices quoted by the bidder/agency and as accepted by GRSE shall be final and will remain firm and fixed for the entire contractual period.

48. No advance payment is permissible.

SUBMISSION OF BILL

49. The monthly bill in three copies along with the log book / duty slip, toll & parking slips duly signed by the user are to be submitted by 10th day of next month. However, no defective/incomplete duty slips/unsigned & authentic toll & parking bills will be entertained under any circumstances.

TERMS OF PAYMENT

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

51. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS subject to deduction of Tax as per rules.

GST

52. GST will be applicable as per rules.

LIQUIDATED DAMAGES / PENALTY

53. In case of failure to provide car, then bidder/agency shall be liable to pay liquidated damage/penalty @ Rs 1200/- for SWIFT DZIRE/ETIOS / INNOVA/BOLERO category and for other @ Rs 1600/- on each occasion. In that case GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / agency. The differential amount for alternate hiring shall also be recovered from bidder / agency's security money or from other pending bills at the discretion of GRSE. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/agency.

REPLACEMENT AGAINST ANY COMPLAINT / BREAK DOWN

54. The bidder / agency shall have to withdraw the allotted vehicle on receipt of complaint from GRSE or user and substitute car of same model will have to be provided immediately at their own risk and cost. If for any reason what so ever including breakdown, the bidder/agency shall replace the allotted vehicle forthwith on receiving such information from GRSE/driver or the user so that GRSE/user is not put to suffer any inconvenience or difficulty. Vehicle and driver change details should be intimated to the concerned/user immediately.

55. In case, bidder/agency fails to provide suitable alternate vehicle within one hour of such reporting, the same will be considered as non-availability of vehicle. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency.

INDEMNIFICATION



56. The bidder/agency shall duly observe and comply with all laws, rules and regulations relating to running of the vehicles including all related statutory compliances with any administrative, inspection charges, etc. and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. Bidder/agency must possess necessary licenses/registration with all statutory authorities, as are required in law.

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

COMPENSATION AGAINST ANY ACCIDENT

58. In case of any accident due to negligence of the driver or otherwise resulting in any damage of the vehicle and/or otherwise resulting in loss of life or injury to any of our employees/user or to any member of the public, all the damages and/or compensation payable to him/her or his/her legal representative shall be payable by the bidder/agency. In order to safe guard against such contingency, the bidder/agency must at its own cost take out a comprehensive Insurance with a reputed Insurance Company to cover full amount of compensation that may be payable in respect of any accident. However, the bidder / agency must advise clearly to the driver to adhere to the traffic safety rules and discipline within and outside GRSE. GRSE will not be responsible for any damage/injury/what-so-ever to bidder / agency's vehicle or driver. No claim whatsoever on any such account shall be raised by the bidder / agency nor shall GRSE be liable to make any payment in such regard.

PERIOD OF CONTRACT

59. The contract shall remain valid for a period of **two years** from the date of issuance of Letter of Acceptance/Service or Work Order.

60. There will be the provision of extension of contract period for 3rd year as well on same terms and conditions based on satisfactory performance in all respect.

RIGHTS

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

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

63. GRSE Ltd reserves the right to distribute the Order amongst more than one bidder at L1 rate in order to maintain uninterrupted services in fair, transparent & equitable manner as deemed fit and no claim/complaint in this regard will be entertained.

VIOLATION OF TRAFFIC RULES

64. The bidder/agency shall bear and pay all penalties or other amounts payable for violation of Traffic Rules or Motor Vehicle Act, etc. in vogue from time to time and GRSE Ltd shall not be responsible in any manner whatsoever in this regard.

OMISSION/COMMISSION

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

DECLARATION

66. The bidder/agency hereby agrees that if any inconvenience caused to the users of the vehicle/s due to:-

- i) Misbehavior of driver
- ii) Mechanical problems of the vehicle
- iii) Bad condition of the vehicle
- iv) Bad cleanliness including the floor
- v) or any other reason attributable to inconvenience,

The bidder/agency shall be obliged to take immediate remedial measures and/or change the vehicle as the case may be. All other Terms and Conditions are acceptable to the bidder/agency.

BREACH OF TERMS & CONDITIONS

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

TERMINATION

68. In case, the bidder commit breach of any of the Terms and Condition set forth herein, including failure to render services, GRSE reserves its right to terminate the contract at the risk and cost of the bidder upon 30 days notice in writing.

FORECLOSURE

69. The contract may be foreclosed by GRSE without any financial implication/obligation whatsoever by giving one month's notice in writing with or without assigning any reason. In the event of foreclosure, the bidder / agency shall be entitled for payment of all their dues for the



services rendered by them till the date of foreclosure. No claim of any loss or damage whatsoever shall be claimed by the bidder / agency from GRSE on account of such foreclosure.

70. Eligibility Criteria:

1.	Should have valid Trade License of providing car hiring service.
2.	Should have valid GST registration no.
3.	Should have at least 2 years of work experience in the related job of providing Transport service to various organizations on as and when basis (Copy of Work Order or related document to be enclosed).
4.	The vehicle to be provided should be of 2020 and onwards make.
5.	Having full-fledged office in Kolkata.

71. PRICE :

Sl	Type of car	Package (min per day)	Price
1	SWIFT DZIRE/ETIOS & equivalent	8 Hrs/80 Km	
2	INNOVA/BOLERO & equivalent	8 Hrs/80 Km	
3	SCORPIO / KIA & equivalent 6-7 seater	8 Hrs/80 Km	
4	INNOVA CRYSTA & equivalent	8 Hrs/80 Km	
5	HONDA CITY & equivalent	8 Hrs/80 Km	
6	ALTIS COROLLA & equivalent	8 Hrs/80 Km	

** Payment will be made for minimum package rate plus extra hour /KM rate at the average rate. L1 will be decided item wise.

B. Pandey
9/7/24
MGR (TPS)

10

Tapan K. Das
9/7/24

तपन कान्ति विश्वास / Tapan K.
दास महाजन शिप (प्रशासन) / Dy. General
गार्डन रीच शिपबिल्डर्स एंड एंजिनियर्स
Garden Reach Shipbuilders & Engineers
SI, गार्डन रीच रोड, कोलकाता-700024
61, Garden Reach Road, Kolkata-700024
मोबाइल / Mob.: 9183331700

STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

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

Not applicable for this tender.

(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.
- 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) – Not applicable for this tender**
Not applicable for this tender.

(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. 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 days (as per terms of specific NIT) from the due date of the tender.

(6) **SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):**

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

(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 पीएफ का अनुपालन): -**

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

(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):-**

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): - NA

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):

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) :** **As per term of NIT.** 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) (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.

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) :

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): Not applicable for this tender**

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

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

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

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

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

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

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

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

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

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

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

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

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

(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 व्यावसायिकस्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.
- (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 SOTR/NIT 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) **SECURITY OF INFORMATION (सूचना की गोपनीयता): -**

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 विक्रेता 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): -**

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:** - NA

- 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:** -

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 SOTR/NIT (Notice Inviting Tender) and STAC, SOTR/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 05 YEARS

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs (During last 05 years ending on 30th Jun, 2024):

Sl. No.	Description of Executed relevant jobs	Order No. & Date (Supporting soft or, hard copy to be submitted)	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Scope of work for executed contract (To quantify)	Details of Resources Deployed	Work completion certificate Ref. No. & date (Supporting soft or, hard copy to be submitted)

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



FORMAT FOR FINANCIAL ELIGIBILITY
(To be submitted in Company's Letterhead)

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

Financial Data for evaluating Financial Eligibility:

SL. No.	Financial Years	Turn Over (Rs. In Lacs)
1	2022-23	
2	2021-22	
3	2020-21	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----
-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.06.2024 from taking part in Government tenders.

Or

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

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: -----

Signature of Bidder with Seal.

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

Signature of Vendor's representative
with Seal/Stamp

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

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

For GRSE Use Only

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

Signature of GRSE Bill Certifying Authority
with Designation