



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 SLA No. निविदा संख्या:	SCC/AS/OT/CISF VEHICLE/033/ET-3062	Date: 14.09.2024
Job Title कार्य का नाम:	HIRING OF DIESEL DRIVEN NON-AC SUV, BUS AND TATA 407 WITH DRIVER AND FUEL FOR 24X7 HRS. CISF DUTY ON MONTHLY RENTAL BASIS as per SOTR No. Transport/CISF Vehicles/2024-25 (Enclosure-1)	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), GRSE 61 Park Unit	

ARTICLE 1 अनुच्छेद-1: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की व्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500 (Rupees Five Hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	INR 3,11,220/- [Rupees Three Lakhs Eleven Thousand Two Hundred Twenty only]
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive GST)
PBG पी बी जी	Not Applicable
Penalty हर्जाना	As per NIT
Billing Frequency बिल करने की अवधि	Monthly progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	Item wise L1

* Note:

(a) MSE (UDYAM) /NSIC registered firms having the tendered service listed in their MSE (Micro & Small only)/NSIC (Small) document will be eligible for exemption from submitting EMD. However, MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format (enclosed at Annexure-5) along with their valid MSE certificate.

(b) Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer. The submission of EMD instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSE certificates by the firms.

ARTICLE 2 अनुच्छेद-2: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र: please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure to all sub-contracting activities.

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC)
Annexure 3A संलग्नक-3A	Format for Technical Eligibility Criteria (attached with NIT SLA)
Annexure 3B संलग्नक-3B	Format for Financial Eligibility Criteria (attached with NIT SLA)
Annexure 4 संलग्नक-4	Format for Self-certification for not having blacklisted (attached with NIT SLA)
Annexure 5 संलग्नक-5	Format for Bid Security Declaration (attached with NIT SLA)
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT SLA)
Annexure 7 संलग्नक-7	Checklist for Bill Submission (attached with NIT SLA)
Annexure 8 संलग्नक-8	Confirmation by Bidder and checklist for bid submission (attached with NIT SLA)
Annexure 9 संलग्नक-9	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)
Annexure 15 संलग्नक-15	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17 संलग्नक-17	Bank Guarantee Format for PBG (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 18 संलग्नक-18	Bank Guarantee Format for BG for lifting raw material/equipment (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

Annexure 19 संलग्नक-19	Indemnity Bond Format for BG for lifting raw material/equipment (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 20 संलग्नक-20	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

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

Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभि प्रामाणित दस्तावेज		
1	DD/ BG towards EMD or MSE (UDYAM)/NSIC certificate and Bid security declaration (as per Annexure-5) to get exemption towards EMD	Yes
2	If MSE/NSIC firm, confirmation for whether SC/ST, and Women entrepreneur with documentary evidence to be submitted	Yes
3	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format at Annexure-3A along with documentary evidences.	Yes
4	Documents meeting the Financial Eligibility Criteria to be submitted with filled in format at Annexure-3B along with documentary evidences.	Yes
5	Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years (ending on 31 st March, 2023) need to be submitted.	Yes
6	Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at Annexure - 4 in Company's letterhead	Yes
7	Checklist for bid submission at (Annexure - 8) in Company's letterhead	Yes
8	PAN, GST, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, Audited/ Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31 st Mar,2023, PF, ESI registration certificates (as applicable) etc.	Yes

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

a) Registered Vendors with GRSE need not upload documents at Sl. 8 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 4 अनुच्छेद-4: 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 उद्धृत)	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 5 अनुच्छेद - 5: JOB EXECUTION SCHEDULE कार्य निष्पादन:

(A) Job Starting Date कार्य आरम्भ तिथी: The work is to be started immediately on receipt of PO/LOA whichever is earlier, However, actual date of starting of job will be intimated in due course.

(B) Tenure of Contract संविदा कार्यकाल - The total contract period will be valid for 02 (two) years from the date of issuance of PO/LOA. However, contract may be extended for another 01 (one) year on mutual consent at same rate & terms and conditions subject to satisfactory performance during the contract period.

(C) Quality Assurance Authority / Inspection Authority: Inspection shall be carried out by Officer-in-charge / Authorised representative of Transport Department, GRSE.

(D) Place of Work: At GRSE (Main / RBD / FOJ / 61 Park / TU).

ARTICLE 6 अनुच्छेद - 6: JOB EXECUTION कार्य निष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions and guidance of Officer-in-Charge (Transport)/ nominated authorized of GRSE is to be followed.

ARTICLE 7 अनुच्छेद - 7: GURANTEE & WARRANTEE गारंटी एवं वारंटी: Not applicable.

ARTICLE 8 अनुच्छेद - 8: PRICE मूल्य:

Price is to be quoted inclusive of all cost, Taxes & duties including GST.

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

ARTICLE 9 अनुच्छेद - 9: ESCALATION मूल्य वृद्धि: -

No price escalation (except the change of fuel price as per clause no. 56 of SOTR ref. no. Transport/CISF Vehicles/2024-25) shall be entertained by GRSE Ltd. during the contract period.

ARTICLE 10 अनुच्छेद - 10: UNREASONABLE QUOTES अतर्कसंगतभाव:

(a) 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.

(b) 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.

- (c) 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) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

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

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

ARTICLE 12 अनुच्छेद - 12: CONDITIONAL OFFER सशर्त प्रस्ताव:

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

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

L1 bidder will be decided on lowest quoted price for **Item wise L1**.

ARTICLE 14 अनुच्छेद - 14: BOQ बी ओ क्यू:

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

Sl. No.	Job Description	QUANTITY	UOM
1	3 nos. non-AC SUV (total booked KM - 207360)	72	MON
2	3 nos. non-AC SUV (Beyond booked KM)	300	KM
3	2 nos. non-AC 27 Seater bus (total booked KM - 80640)	48	MON
4	2 nos. non-AC 27 Seater bus (Beyond booked KM)	200	KM
5	1 no. non-AC 52 Seater bus (total booked KM - 40320)	24	MON
6	1 no. non-AC 53 Seater bus (Beyond booked KM)	100	KM
7	1 no. non-AC TATA 407 (total booked KM - 28800)	24	MON
8	1 no. non-AC TATA 407 (Beyond booked KM)	100	KM

N.B. : UOM = Unit of Measurement, MON = Month, HR = hour

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

Note: Quantity may increase/decrease as per requirement of GRSE.

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

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

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

ARTICLE 16 अनुच्छेद - 16: MICRO & SMALL ENTERPRISES सूक्ष्म एवं छोटे उद्योग:

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

ARTICLE 17 अनुच्छेद - 17: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर केलिए ठेका कार्य:

Applicable.

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

(A) Technical Eligibility Criteria of the Service Provider/ Bidder: As per SOTR No. Transport/CISF Vehicles/2024-25.

- (i) Bidder/ Firm must have valid GST, PF, ESI registration no. and Trade License no. in providing Transport Service.
- (ii) Bidder/ Firm should have at least 2 years of consecutive experience in the related job of providing Transport service to various organizations and must have executed contract with State Govt./ Central govt. agency/ private organization of supplying at least 1 Bus and 1 SUV within 5 years ending on 31.03.2024.
- (iii) Bidder/ Firm's Commercial vehicle should be of 2019 and onwards make with 150000 KM run.
- (iv) Bidder/ Firm/Service Provider must have an office located in Kolkata city of Consignee.

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. All documentary evidences such as past performance, job completion certificates, order copies, full contact details like name, address, telephone numbers, company registration certificate etc. to be submitted with **Annexure-3A** attached with the NIT SLA.

(B) FINANCIAL ELIGIBILITY CRITERIA वित्तीय मापदंड :

- (a) Bidder should have average minimum Annual Turnover of **Rs.47 Lakhs** during last 03 (three) financial years ending on March 2023.
- (b) Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years need to be submitted in support of above requirement.

Format for Financial Eligibility Criteria in this regard has been attached to this document as **Annexure - 3B**. The format has to be filled up and to be uploaded with the Techno-commercial Bid

- (C) The bidder should give self-certification (as per Annexure-4) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **31.08.2024**. 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. Self-certification is to be submitted as per format attached at **Annexure-4** attached with the NIT SLA.

Note:

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

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

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

1. **Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents.** NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractor assumes all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 7 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.

7. Job is to be carried out as per SOTR (SOW) and instruction of the Engineer in-charge/ Inspection authority as per SOTR/ GRSE.
8. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
9. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
10. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed.
11. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
12. Bidder has to declare, in what capacity he is participating in the tenderize PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
13. A Bidder is allowed to submit only one Bid under any capacity / status.
14. Difficulty in submitting the bid:
 - a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Binod Kumar Pandit, Mgr. (Admin-Transport), e-mail: Pandit.BinodKumar@grse.co.in, Mob.: +91 8584014350** prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Mrs. Archana Sharma, Mgr. (Contract Cell), GRSE (61 Park Unit), Mob.: +91 9147162441, e-mail: Sharma.Archana@grse.co.in.**
 - c) **E-mail Address for communication संचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 20 अनुच्छेद - 20: 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 21 अनुच्छेद - 21: 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 22 अनुच्छेद - 22: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

i. **Security Deposit प्रतिभूतिजमा-**

- a) An amount equivalent to 5% (five percent) of the total contract value (inclusive of all taxes) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.D/Bank Guarantees (in case of BG - with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring **"Garden Reach Shipbuilders & Engineers Limited"**, within 15 days from the date of released order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to GM (Finance), GRSE by the Bank in Banker's sealed envelope failing which same will not be accepted. Details of B.G. should also be confirmed to Ordering Department, GRSE.
- c) S.D. amount would be refunded / returned after successful execution of the job. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by AGM(D)/Authorised officer of concerned executing 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.

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

Work done certificate will be prepared by Service Provider/Bidder/Contractor and shall be placed before Officer-in-charge, GRSE Transport Department to the Contractor/service provider (as per prescribed format) after completion of job on actual volume of job executed based on clear inspection report signed by Inspection Authority as detailed in SOTR. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii. **Payment Terms भुगतान की शर्तें -**

100% payment with full GST will be released on Monthly basis after successfully completion of job within said period or receipt of bill, work done certificate duly certified by Officer-in-charge of Transport dept. or nominated authorized representative(s) of GRSE.

Payment will be made on actual certification basis through ECS/NEFT mode.

Bill certifying Authority: Bill to be certified by Officer-in-charge, Transport dept., GRSE or any nominated officer of GRSE.

iv. **Bill Submission बिलप्रस्तुति:-**

On obtaining WDC, bills to be raised (considering the checklist for Bill Submission **(as per attached format at Annexure-7)** in line with order terms. Bills (in quadruplicate) with duly filled Work Done Certificate, are to be submitted in at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person / employee to whom bill is addressed, for processing.

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

v. Penalty जुर्माना – As per SOTR

- (a) The vendor will be liable to pay minimum Liquidated Damages @ ½ %per week or part thereof subject to a maximum of 5% of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the service provider under this or any other Contract with the company.
- (b) In case of failure to provide the vehicle/s due to Break-down or any other reason whatsoever for full day then liquidated damage/penalty will be per day proportionate amount + Rs.1000/- and for any part failure liquidated damage / penalty will be per day proportionate amount + Rs.500/- and the same will be deducted from the running bills. Besides the above, GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / transporter on such occasions. The differential amount of cost of alternative hiring shall also be recovered from bidder / transporter's security money or from other pending bills at the discretion of GRSE Ltd. the cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/ transporter.

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. Fire & Safety Precautions (for working inside GRSE): - (Not applicable)

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

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

LIST OF PPES

Sl.	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.

- ix. **Time of completion shall always be considered as essence of the contract / PO (कार्य मापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.

However, vendor has to compete the job within given schedule as per instruction of concerned authority of GRSE.

- x. **Increase in quantity or introduction of items is strictly prohibited under any circumstances मात्रा में वृद्धि या प्रवेक्षण किसी भी परिस्थिती में अमान्य.** However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/concerned project head of GRSE, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.
- xi. **Secrecy of Information:** - All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Technical information, Drawings should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the GRSE. In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.
- xii. **Relationship between the Parties**

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

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

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

xiii. **Survival**

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

xiv. **Entire Contract**

The terms and conditions laid down in the NIT and all the annexure and appendices shall be read and construed in conjunction with the POs and shall form integral part of the POs to be issued to the successful bidder.

xv. **Cyber Security Secrecy**

The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials compiled or prepared in course of its rendering services under the POs secret and confidential and shall give a declaration indemnifying GRSE against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of breach or default by divulging Confidential Information to any other person or party those which will be acquired by the Contractor during operation and/or implementation of the POs.

ARTICLE 23 अनुच्छेद - 23: 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 2 अनुच्छेद 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR PERSONNEL INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-6.

The Vendor has to comply all mandatory liabilities, Entry / exit of their personnel(s) as applicable for carrying the job as per prevailed procedure/CLMS policy of GRSE".

1. The personnel deployed have to register themselves in face recognition system (FRS). Before issuance of FRS ID card, documents like individual PF, ESI registration no, Police Clearance certificate / NOC / PVR from respective police jurisdiction are required for registration in FRS system.
2. The service-provider / vendor has to ensure timely deposition of monthly contributions towards ESI & PF i.e. within 15th day of the following month i.r.o all the personnel deployed under this tender.
3. The vendor has to submit PF & ESI challans / ECRs substantiating remittance of monthly contribution towards ESI & PF within 20th of the following month to the officer of the Central Contract Labour Cell, Main unit for necessary verification and for statutory compliances under PF & ESI scheme.
4. If the wages exceed Rs. 21,000 per month, the coverage under the Employee State Insurance (ESI) scheme will not be applicable. In such instances, the service provider must ensure that the drivers are

covered under an Employee Compensation policy to provide benefits as per the Employees' Compensation Act 1923.

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

A Pre-bid meeting will be held on 20.09.2024 at 02:00 PM at GRSE Main Unit, Transport dept. to discuss the detail scope of work of the tender. Vendors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by 18.09.2024 (up to 5 PM) positively. Information to participate in pre-bid meeting and queries (if any) should be forwarded in time to following mail IDs: Mr. Binod Kumar Pandit, Mgr. (Admin-Transport), e-mail: Pandit.BinodKumar@grse.co.in, Mob.: +91 8584014350 Garden Reach Shipbuilders & Engineers Limited 61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024.

Archana Sharma


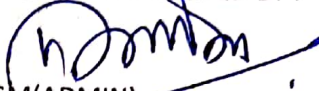
Mgr. (Contract)

Garden Reach Shipbuilders & Engineers Limited

(61 Park Unit) 61, Garden Reach Road, Kolkata – 700 024

Mob: +91 91471 62441, e-mail:

Sharma.Archana@grse.co.in

GRSE LTD. / MAIN UNIT	SOTR FOR HIRING OF DIESEL DRIVEN NON-AC SUV, BUS AND TATA 407 WITH DRIVER AND FUEL FOR 24X7 HRS CISF DUTY ON MONTHLY RENTAL BASIS.	SOTR NO. Transport / CISF Vehicles/2024-25
DEPTT.: TRANSPORT		REV:
INSPECTION : TRANSPORT	PREPARED BY :  MANAGER (TRANSPORT)	CHECKED & APPROVED BY :  DGM (ADMIN)

INTRODUCTION

1. Garden Reach Shipbuilders & Engineers Ltd (in short 'GRSE') is a premier warship building company under the administrative control of Ministry of Defence having its Registered Office at 61, Garden Reach Road, Kolkata-700024. GRSE is significantly contributing to the defence preparedness of the country by building sophisticated and state-of-the-art warships.
2. GRSE Ltd intend to invite on-line participation from reputed and experienced transport contractor dealing in facilitating transport services as per below details:

SCOPE OF SERVICES

3. The bidder/transporter shall supply good road-worthy, neat and clean commercial diesel driven non-AC vehicles viz. 3 nos. SUV, 1 no. 52 seater Bus, 2 nos. 27 seater Bus and 1 no. Tata-407 (deck length at least 8.3 ft) for 24x7 Hrs engagement with CISF. Vehicles are to be deployed at GRSE on monthly rental basis along with driver & helper (for bus) including F-O-L. The requirement of vehicle as mentioned above may increase/decrease depending upon operational requirements and to be facilitated on short notice.
4. As the vehicle/s are required on 24x7 Hrs monthly rental no garage to garage KM/Time will be applicable. There is no fixed run of the vehicles per month. However, average run per month per SUV will be 2880 KM, 1680 KM for 52 seater & 27 seater bus and 1200 KM for Tata 407. Additional usage will be paid extra after consumption of total booked KM at the end of the contract.
5. The vehicle/s to be provided should be of 2019 and onwards make with 150000 Km run.
6. The bidder / transporter may participate in either category vehicles and are required to offer their own commercial vehicles or hired commercial vehicles for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If any bidder / transporter fails to offer their vehicle/s with 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.
7. The bidder/transporter shall have to maintain the vehicle/s in good road worthy condition and neat and clean on daily basis for decent and comfortable use.



8. In case GRSE requires any vehicle for out station work for its sudden operational requirements, the bidder/transporter or driver of the vehicle should not refuse/question to perform the allotted duty at any circumstances.
9. All vehicles while reporting on duty, the fuel tank should be at least 75% full and should always have essential tools, First Aid Box, stepney tyre, fire extinguisher, air freshener, etc.
10. The bidder / transporter shall be bound to supply the requisite number of vehicle/s after issuance of order. All qualified and accepted vehicle/s approved by Inspection Committee (IC) will only be allowed to be engaged. For the vehicle owned by person other than the bidder/transporter, an agreement on non-judicial stamp paper of Rs 100/- duly endorsed by the notary of the court to be submitted pledging the vehicle/s in favour of the Agency for hiring/rental purpose.
11. Failure to provide sufficient number of vehicle/s or delay in providing vehicle/s within 1 hour from the time of intimation through telephonic/E-mail/SMS will make the bidder / transporter 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/transporter.
12. The bidder / transporter shall provide the vehicle/s duly registered with RTO authority for commercial run. Valid Insurance Policy, Road Permit, Certificate of Fitness, Pollution Certificate, Road Tax, etc. required under Motor Vehicle Act and Rule and Valid Commercial Driving License of the driver should always be kept in the Vehicle/s.
13. Without prior intimation and approval from GRSE, no vehicle/s will be allowed as replacement. The vehicle/s will be replaced subject to production of valid and relevant documents followed by inspection and acceptance.
14. Replacement driver/s will be allowed with valid PF & ESI registration nos. and valid PVR.
15. Daily duty will be allotted by CISF / GRSE Transport department and/or any authorized representative. The bidder/transporter or driver of the vehicle should not refuse to perform the allotted duty at any circumstances.
16. The bidder/transporter shall have to provide a mobile phone with good network coverage connection for communication with the drivers at his own cost.
17. The odometer of the vehicle/s is to be absolutely accurate and all the vehicle/s are to be maintained neat and clean. Defects noticed by the user and/or GRSE Transport department are to be rectified immediately by the bidder/transporter. Vehicle/s with defective odometer will not be accepted for duty. There must not be any unwanted & extra decoration in the vehicle including wind screen and rear screen.

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18. Driver of all vehicles should produce their log book to Transport department on every Monday during working hours on weekly basis for checking of odometer in line with log book/duty slip.
19. All tyres including spare tyre should be comparatively new and must be replaced when worn out during the period of the contract.
20. The bidder/transporter shall be responsible for the required contributions towards PF, ESI or any other statutory payments as applicable as per Central rate in respect of the contract and the personnel employed for rendering service to GRSE and shall deposit these amounts on or before the prescribed date(s). The bidder/transporter shall also be responsible to pay any administrative/inspection charges thereof, wherever applicable, in respect of the personnel employed by him for the work of GRSE.
21. Representative of GRSE/user will have the right to verify at any time, the Driving License of the driver on duty and all relevant papers like RC Book, Road Tax, Insurance paper, Permit, Certificate of Fitness, etc. which shall be in possession of the driver always.
22. The bidder / transporter shall bear and pay all penalties or any other amount 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.
23. Driver must carry sufficient cash to pay for municipal parking charges, fuel 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 of GRSE employees. In no case money should be borrowed from the user of the vehicle for the above purposes.
24. In case of breakdown of the vehicle/s on duty immediate replacement should be arranged by the bidder / transporter.
25. 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/expenditure/responsibility of the bidder / transporter.
26. Since GRSE is certified for some standard management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicles Rules 1989 and the Children Labour (Prohibition & Regulation) Act 1986 and any other Rules related to the same are to be complied with.
27. In the event of dispute of any nature, the decision of GRSE shall be final and binding on the bidder / transporter.
28. The bidder/transporter shall not be allowed to transfer or assign the contract to any person/company/firm during the period of contract.
29. If after award of contract, the performance of bidder/transporter is found unsatisfactory or bidder/transporter deviates from any of the Conditions of Contract, GRSE reserves the



right to cancel the contract and forfeit the Security Deposit, if any, at any time after issuing notice(s) for unsatisfactory performance to the bidder / transporter.

30. If any information given by the bidder / transporter is found to be false, GRSE reserves the right to terminate the contract without any notice or assigning any reason thereof.
31. As the business of GRSE is predominantly based on predefined work schedule and associated with many other government organizations / departments and customers, each trip will be important and hence, the bidder / transporter is expected to be professional and punctual throughout the period of contract. If the bidder/transporter 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/transporter. Any loss sustained by GRSE by way of any such failure on the part of the bidder / transporter shall be realized from the bidder / transporter.
32. GRSE Transport department is having full right to allocate the vehicles as deemed fit for the smooth operation. Bidder / transporter is binding on the decision of GRSE Transport department regarding vehicle duty allocation. Further bidder / transporter 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.
33. For better administrative control and operational requirement, GRSE may introduce any other systems to be followed and/or instruments to be fitted in the vehicle/s from time to time during the contractual period. All decisions of GRSE in this regard including recording of KM, monthly billing, etc. would be final and binding on the bidder / transporter. Any deviation may leads to cancelation of the contract without any further notice / intimation to the bidder/transporter.
34. Instrument, if any provided by GRSE for fitting in the vehicles should be returned after the completion of period of engagement.
35. In case of damage of the instrument for whatever reason under the custody of the driver, bidder/transporter is liable to bear cost. If the cost be incurred by GRSE, the amount will be deducted from the pending / running bills of the bidder/transporter.
36. Bidder/Transporter will be given printed 'Duty Slip' / 'Log Book' by GRSE. The driver shall keep and maintain the duty slip / log book which will be duly filled in with details of journey, i.e. starting and finishing KM run with starting and finishing time, places of visit on each and every occasion with correspondence signature of the user at all-time without which monthly bills will not be accepted.

DEPLOYMENT OF DRIVERS

37. The bidder/transporter shall provide trained and well-mannered driver having valid commercial driving license with mobile phone (non-camera) with good network coverage

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connection (non-data) who must be fully conversant with existing Traffic Rules and Regulations and Road-Ways in and around Kolkata / Howrah / South & North 24 Parganas and other adjacent areas.

38. All the drivers are to have a pleasing personality and should not have been involved in any of the criminal cases.
39. Any driver found misbehaving with the boarder shall be reported to the bidder / transporter and bidder / transporter shall take immediate and appropriate action to avoid such incidence in future. The driver will not be allowed to perform duty for any such further occurrences. The driver/s must not be permitted to drive under the influence of Alcohol and any other banned similar substances.
40. The driver/s should have a sense of punctuality and courtesy. The vehicle/s on duty should not be interlinked with other duties at any circumstances.
41. 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 / transporter. The driver of the vehicles shall have sufficient experience and expertise. The drivers should park the vehicle/s in the designated areas during official duty and also inside GRSE.
42. Vehicles are liable to be checked at gates for security purpose and drivers have to co-operate with GRSE Security and CISF personnel in the execution of their duty.
43. The bidder / transporter should ensure that the drivers are medically fit for attending the duty / while driving.
44. Drivers must not be changed frequently. As far as possible change of drivers in between the contract period will not be permitted. In case of any exigency, it would be the responsibility of the bidder / transporter to take permission in advance from GRSE Transport department for change of driver and also bidder / transporter's sole risk to brief the new driver about the duties to be performed.

PERIODICAL INSPECTION

45. Periodical inspection shall be undertaken for assessing maintenance needed and/or enquiry of the relevant document and the decision of the GRSE Transport Department or any authorized representative of GRSE in this regard shall be final. On intimation maintenance job is to be carried out by the bidder / transporter within three days and for such a period an alternate arrangement must be provided by the bidder/transporter.

SUPERVISION

46. The Bidder / transporter shall ensure due supervision of vehicle/s and also discipline amongst the drivers, and his other employees.

RENTAL CHARGE / CONTRACT PRICE

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47. The bidder / transporter shall quote per month price/rate for each type of vehicles. There is no fixed run of the vehicles per month. However, average approx. run per month per SUVs will be 2880 KM, 1680 KM per 52 seater & 27 seater bus and 1200 KM per Tata 407. The above average run per vehicle per month is indicative only. Vehicles may run more or less due to operational requirements. No extra monthly payment will be made if any vehicle runs more than the above average run in any month. However, after completion of the contractual period of 2 years, if it is found that the 3 nos. SUVs exceeds 207360 KM run in totality, 1 no. 52 seater bus & 2 nos. 27 seater buses exceeds 120960 KM run in totality and 1 no. Tata 407 exceeds 28800 Km run in totality then extra usage will be paid either on pro-rate basis. No garage to garage KM/Time is applicable. 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, helper, fuel, oil, other consumables. etc. and shall be liability of the bidder/transporter. Such expenses shall also include (but not restricted to) payment to Govt. Transport authorities, Labour authorities, Fees connected with services, expenses of the bidder/transporter's establishment, salary, bonus, etc. of personnel employed for the hired vehicle/s and any other expenses whenever necessary. GST will be charged extra. The said hiring rate is comprehensive in nature and exclusive of Toll Tax, Parking fees payable to Kolkata Corporation/ Kolkata Municipal areas/Airport and Entry Fees inside the Railway Station, etc. The same shall 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.
48. The rates/prices quoted by the bidder/transporter and as accepted by GRSE shall be final and will remain firm and fixed for the entire contractual period subject to change as per clause 56.
49. No advance payment is permissible.

ISSUANCE OF GATE PASS AND VEHICLE PASS

50. The successful bidder / transporter has to obtain Vehicle Pass and Gate Pass of the Drivers from GRSE Security / CISF deployed at GRSE submitting relevant documents as required by GRSE.
51. Any Sticker / Plate other than above is strictly prohibited to be used on vehicle/s. If found suitable action as deemed fit will be taken by GRSE Security / CISF.
52. The bidder / transporter and drivers must abide by the GRSE Security Rules and Regulation as would be required for the arrangement of valid gate pass from GRSE Security department / CISF after necessary Police verification of the concerned driver which is mandatory without which no driver will be allowed to perform duty as well as enter in any unit of GRSE.

SUBMISSION OF BILL

(30)

53. The monthly bills in three copies of each vehicle along with the log book / duty slip/s, duly signed by the user are to be submitted by 7th day of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

TERMS OF PAYMENT

54. Submitted bills will be cross-verified in all aspect by GRSE Transport Department and will be cleared for payment by GRSE Transport Officer.
55. 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.

REVISION OF HIRING RATE

56. a) The hiring rate will be revised on yearly basis subject to change in fuel price @ $\pm 5\%$ or more keeping base price of fuel as at the time of issuance of Work Order and/or revised Work Order due to such earlier changes within the contractual period. If the fuel price so changes, it will be calculated on whole of the increase or decrease @ 15 KMPL for non-AC SUV, @ 3.5 KMPL for non-AC 52 seater bus, @ 5.5 KMPL for non-AC 27 seater bus and @ 6 KMPL for Tata 407. However, the contract rate will be increased/decreased to the extent of fuel used for KM run only (actual mileage clocked) as per below calculation,

- b) Increase / decrease in rates w.r.t (a) above shall be governed by the following formula:

(i) Average mileage of the vehicle	=	A
(ii) Base Diesel Price	=	X
Present Diesel Price	=	Y
Increase / in Diesel Price ($\pm B$)	=	(Y-X)
Then the variation in Diesel Price per KM, C	=	$\pm B / A$

It may be noted that the variation may be (+ve) or (-ve) depending upon increase / decrease of price and shall be applicable in both cases.

GST

57. GST will be applicable as per rules.

OPERATING EXPENSES

58. All expenses required for running the vehicle/s such as cost of fuel, lubricants and other stores also for any repair or replacement including salary of drivers inclusive of PF, ESI & other statutory liabilities as per central rate, cleaners and other staff, Insurance charges, Road Taxes, License Fees, Pollution clearance, etc. shall be paid and borne by the bidder/transporter and no claim on any such account can be raised upon GRSE Ltd. In the regard.

LIQUIDATED DAMAGES / PENALTY



59. The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the service provider under this or any other Contract with the Company.
60. In case of failure to provide the vehicle/s due to Break-down or any other reason whatsoever for full day then liquidated damage/penalty will be per day proportionate amount + Rs.1000/- and for any part failure liquidated damage / penalty will be per day proportionate amount + Rs.500/- and the same will be deducted from the running bills. Besides the above, GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / transporter on such occasions. The differential amount of cost of alternative hiring shall also be recovered from bidder / transporter's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/transporter.

REPAIR & MAINTENANCE

61. The vehicles should be kept neat and clean and maintained in good working & running order road-worthy condition as per standard practice. The vehicle/s should be repaired as per requirement for which all expenses will be borne by the bidder/transporter. Such repairs should not disturb the routine duty and GRSE Transport Department to be informed immediately of any replacement of the vehicle for the period of repair. Inspection to be done for substitute vehicle along with all relevant documents which should be of equivalent standard and will be allowed only for specific period. In the event bidder / transporter fails to provide / arrange alternate vehicle during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies as specified in clause 64 above.

REPLACEMENT AGAINST ANY COMPLAINT / BREAK DOWN

62. If for any reason what so ever the bidder/transporter fails to supply the contracted vehicle/s or for Break down en-route, the bidder/transporter shall provide any other vehicle of equivalent model only after inspection in all aspects of the replacement vehicle.
63. Mere approval of vehicle after inspection does not relieve the bidder/transporter from contractual obligation of providing comfortable vehicle. Whenever the vehicle becomes uncomfortable during the contractual period due to metallic sound, worn out seat cover, leakage of rain water, mechanical problem, etc., the bidder/transporter shall be bound to replace the vehicle with suitable equivalent vehicle. In this regard the decision of GRSE or the Transport Officer / In-charge of Transport Department of GRSE would be final and binding on the bidder / transporter.
64. The bidder / transporter shall withdraw the vehicle/s on receipt of complaint and provide replacement vehicle/s of equivalent model immediately. The replacement vehicle will be accepted only after inspection in all aspects. The bidder / transporter shall ascertain that the operational requirement of GRSE should not suffer at any point of time.

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INDEMNIFICATION

65. The bidder/transporter shall duly observe and comply with all laws, rules and regulations relating to running of the vehicles and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. Bidder/transporter must possess necessary licenses/registration with all statutory authorities, as are required in law.
66. The bidder/transporter will keep GRSE indemnified of from and against all claims and demands by the employees of the bidder/transporter whether in respect of any accident or for injury or for employment or in any other respect what-so-ever.

COMPENSATION AGAINST ANY ACCIDENT

67. 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/transporter. In order to safe guard against such contingency, the bidder/transporter 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 / transporter 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 / transporter's vehicle or driver. No claim whatsoever on any such account shall be raised by the bidder / transporter nor shall GRSE be liable to make any payment in such regard.

PERIOD OF CONTRACT

68. The contract shall remain valid for a period of **two years** from the date of issuance of Letter of Acceptance/Service or Work Order.
69. 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

70. 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 / transporter.
71. GRSE Ltd reserves the right to accept or reject any offer or a part thereof without assigning any reason.
72. GRSE Ltd reserves the right to distribute the Order quantity item wise at L1 rate and/or in different category vehicle 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 shall be entertained.

VIOLATION OF TRAFFIC RULES

73. The bidder/transporter 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

74. The bidder/transporter 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

75. The bidder/transporter 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 seat cover and other accessories
- iv) Bad cleanliness including the floor
- v) or any other reason attributable to inconvenience,

76. The bidder/transporter shall be obliged to take immediate remedial measures and/or change the vehicle as the case may be. If the substitute vehicle is not acceptable to GRSE, the bidder/transporter shall be obliged to accept termination of the contract. All other Terms and Conditions are acceptable to the bidder/transporter.

BREACH OF TERMS & CONDITIONS AND TERMINATION

77. In the event of failure or breach on the part of the bidder/transporter 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/transporter. Differential cost so incurred and/or any other loss or damage suffered by GRSE due to such failure on the part of the bidder/transporter shall be recovered from the bidder/transporter 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/transporter, if any, shall also be forfeited by GRSE.

FORECLOSURE

78. A) In the event, the contract is terminated by GRSE prior to the completion of the tenure, GRSE shall pay to vendor foreclosure value comprising of all sums which may become due to the lessor or be ascertained after the date of termination as:

(i) All arrears of rentals in respect of vehicle(s) due under Agreement prior to the date of termination.

(ii) Excess kilometers charge, if any, which shall be charged for the extra kilometers driven over the pro-rated contracted kilometers.

B) Notwithstanding anything contained herein above due to reasons beyond the control of GRSE e.g. riots, violence, calamities, fires, strike by employee, lockouts, non-availability of export/import cargo, GRSE shall have the absolute right to suspend the contract on any day or number of days. In such a case the service provider have no right to claim from GRSE any compensation, damage, loss, etc. The contract or a part thereof shall also be foreclosed in the event of frequent breakdown of vehicles after servicing, negligence after sale service, non-arrangement of replacement car of equivalent model as per terms of Agreement and no claim, compensation, damage, loss, etc. shall be entertained.

79. Eligibility Criteria

1.	Should have valid Trade License no. in providing Transport Service.
2.	Should have valid PF registration no.
3.	Should have valid ESI registration no.
4.	Should have valid GST registration no.
5.	Should have at least 2 years of consecutive experience in the related job of providing Transport service to various organizations and must have executed contract with State Govt. / Central Govt agency / private organization of supplying at least 1 Bus and 1 SUV within 5 years ending on 31.03.2024 (Copy of Work Order/Work completion certificate is a must for qualification)
6.	Commercial vehicle should be of 2019 and onwards make with 150000 KM run.
7.	AVAILABILITY OF OFFICE OF SERVICE PROVIDER:- An office of the Service Provider must be located in Kolkata city of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED. Bidder's offer is liable to be rejected if they do not upload/submit any of the certificates / documents sought in the Bid document for office address.

80. Price:

VEHICLE	QTY	UOM	RATE	TOTAL (EXCL GST)
3 nos. non-AC SUV (total booked KM - 207360)	72	Month		
3 nos. non-AC SUV (Beyond booked KM)	300	KM		
2 nos. non-AC 27 Seater bus (total booked KM - 80640)	48	Month		
2 nos. non-AC 27 Seater bus (Beyond booked KM)	200	KM		
1 no. non-AC 52 Seater bus (total booked KM - 40320)	24	Month		
1 no. non-AC 52 Seater bus (Beyond booked KM)	100	KM		
1 no. non-AC TATA 407 (total booked KM - 28800)	24	Month		
1 no. non-AC TATA 407 (Beyond booked KM)	100	KM		

** L1 will be decided item wise.

3/Jan/24
31/7/24
Myr. (TATA)

[Signature]
 DGM (Admin)

NIT SLA No. निविदा संख्या:	SCC/AS/OT/CISF VEHICLE/033/ET- 000
Job Title कार्य का नाम:	HIRING OF DIESEL DRIVEN NON-AC SUV, BUS AND TATA 407 WITH DRIVER AND FUEL FOR 24X7 HRS. CISF DUTY ON MONTHLY RENTAL BASIS as per SOTR No. Transport/CISF Vehicles/2024-25 (Enclosure-1)

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.
(ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.
(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.
(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.
(iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.

- e) Non-Divisibility of Tender Items: - In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
- (i) For proprietary MSE, proprietor(s) shall be SC/ST.
 - (ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) –

- i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.
- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

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

- 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 पीएफ़ का अनुपालन): -**

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

(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):

- 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):

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (21) **FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ** : - The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.
- (22) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेतु मार्गदर्शन)**: The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.
- (23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता)**: The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES (पी पी ई की सूची)

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

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

- (24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा)**: - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.
- (25) **ENERGY CONSERVATION (ऊर्जा संरक्षण)**: -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(30) **WORKING HOURS (कार्य समय) :**

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

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

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

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.

DETAILS OF EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1. **Name of the Bidder and Address:**

2. **Job Description:**

3. **GeM Tender/Bid Reference:**

4. **Details of Executed relevant jobs:**

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

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:

Official stamp of company

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

1. **Name of the Bidder:**
2. **Job Description:**
3. **GeM Tender/Bid Reference:**
4. **Financial Data for evaluating Financial Eligibility :**

SL. No.	Financial Years	Turn Over (Rs. in Crore)
1	2022 - 2023	
2	2021 - 2022	
3	2020 - 2021	

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Audited reports for above FY to be submitted as supporting documents.

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

1. **Name of the Bidder:**

Date:

2. **Job Description:**

3. **GeM Tender/Bid Reference:**

Dear Sir,

(1) I / We, Proprietor/ Partner(s)/ Director(s) of M/s. hereby declare that our firm/company namely M/s. have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **31.08.2024** from taking part in Government tenders.

OR,

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Name & address of the firm:

Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date: DD/MM/YYYY

Bidder's Ref: _____

GeM Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

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

Dear Sir / Madam,

We the undersigned declare that:

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

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

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

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

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

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

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

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

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

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

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

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

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

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

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

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)

- A.1 BTN (as per BTS System):-
- A.2 Invoice No and date / E-Invoice No. & Date
(if applicable for the vendor) (Original & in triplicate)
- A.3 PO Number
- A.4 Name of Vendor
- A.5 Location of work: MW / RBD/ FOJ/ TU / 61Park/Vendor's premises

I. For RA Bill (Running/Progressive bill) (Put √ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put √ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp

For GRSE Use Only

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

Signature of GRSE Bill Certifying
Authority with Designation