

**GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.****गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड****(A GOVERNMENT OF INDIA UNDERTAKING)****(भारत सरकार का प्रतिष्ठान)****Address 43/46, Garden Reach Road, Kolkata-700 024****43/46, गार्डन रीच रोड, कोलकाता-700 024****Phone दूरभाष: (033)2469-8100 to 8114 Extn बिस्तार 200/, FAX फैक्स: (033)2469 3932****Web site वेब: [www.grse.nic.in](http://www.grse.nic.in), E-Mail ई मेल: [Talukdar.Kaberi@grse.co.in](mailto:Talukdar.Kaberi@grse.co.in)****CIN सी आई एन: L35111WB1934GOI007891****NOTICE INVITING TENDER (NIT)****निविदा आमंत्रण सूचना**

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

NIT No निविदा संख्या:	<b>SCC/KT/OT/SEAT&amp;OUTFIT ITEM PAINTING/045/ET-1895 Dated 06.09.2022</b>
Job Title कार्य का नाम:	<b>"BRC FOR SYSTEM COAT PAINTING OF SEATS AND OUTFIT ITEMS FOR VARIOUS SHIPBUILDING PROJECTS INSIDE GRSE PREMISES"</b> [to be executed as per SOTR No: Paint/22/01/ dtd. 24.08.2022 at <b>Annexure-1</b> ]
Tender issuing Dept. बिभाग द्वारा जारी:	<b>Contract Cell</b>

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

<b>SCHEDULE सारणी</b>		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	<b>07/09/2022</b>	<b>14:00 hrs</b>
Bid submission Closing Date निविदा जमा की अंतिम तिथि	<b>28/09/2022</b>	<b>12:00 hrs</b>
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	<b>29/09/2022</b>	<b>14:00 hrs</b>
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	<b>120 days</b> from date of opening of Tender (Part - I)	

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

<b>FEES / DEPOSITS</b>	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 3 मे उदधृत)	<b>INR 500/-</b>
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 मे उदधृत)	<b>INR 1,24,000/-</b>
Security Deposit (SD) प्रतिभूति	3% of individual Order Value (inclusive of GST)
PBG पी बी जी	3% of individual Order Value (inclusive of GST)
Liquidated Damage परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधि	Monthly progressive
Evaluation of L1 एल1 का मूल्यांकन	On totality basis



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

<b>ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नक परिच्छेद</b>	
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 7 संलग्नक-7	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 9 संलग्नक-9	Special condition of contract (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 10 संलग्नक-10	General Requirement (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 12 संलग्नक-12	Bank Guarantee Format for SD (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 13 संलग्नक-13	Bank Guarantee Format for PBG (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 14 संलग्नक-14	Guide line for Bank Guarantee (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer <a href="http://www.grse.in">www.grse.in</a> )
Annexure 16 संलग्नक-16	Check List for Bill submission (please refer <a href="http://www.grse.in">www.grse.in</a> → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

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

<b>Self-Attested documents are to be scanned and uploaded with Part I of GeM-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज</b>	
1	MSE/NSIC certificate towards exemption of EMD
2	If MSE/NSIC firm, confirmation for <b>whether SC/ST, and Women entrepreneur</b> with documentary evidence and MSE certificate to be submitted
3	DD/PO /BG or MSE/NSIC (with relevant activity listed in certificate) for exemption towards EMD
4	Documents meeting the Technical Eligibility Criteria as per – SOTR along with filled up form- <b>Annexure-3</b>
	Documents meeting the Financial Eligibility Criteria as per – SOTR along with filled up form- <b>Annexure-4</b>
5	Self-Certification for not having blacklisted /not received any tender holiday as per format at <b>Annexure-4</b>
6	Check List for Bill Submission of Contractor at <b>Annexure-16</b>
7	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.
8	Copies of registration with PF, ESI authorities.
9	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
10	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.

- a) Registered Vendors with GRSE need not upload documents at Sl. 7 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.



- b) Bidders have to indicate Unique GeM Seller ID in the COMMERCIAL MATRIX or prior to opening of price bids, failing which price bid of the bidder shall not to be opened for further processing.

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

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

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

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

**(A) Mobilisation Period लामबंदी अवधी-** Job to be started within 07 days from date of receipt of LOA /PO.

**(B) Job Starting Date कार्य आरम्भ तिथी -** The work to be commenced as per instruction of Paint Shop Officer /Berth officer / PL of respective Ship or his nominated rep. and on receipt of site clearance given by competent authority. The job will be carried out in GRSE FOJ/Main/RBD/NSDD KoPT /KPDD Dry Dock.

**(C) Job Completion Schedule कार्य समाप्ती तिथी -** Job to be completed as per Minimum required daily throughput /Ship as stated below:

Sl.	Activity	Required Throughput
1.	Application of System Coat painting on Equipment Seats and Outfit items	50 m2 per day in each yard

**(D)** Job in all respect to be completed as per requirement of GRSE, subject to availability of site clearance, materials and drawings.

However, total job completion period will be indicated in the individual purchase order.

**ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -**

The job is to be executed as per the enclosed Scope of Work (SOTR) at Annexure-1A. In case of any doubt, instructions of Berth officer/Mgr.(Paint Shop)/PL of respective Ship or his nominated rep. GRSE are to be followed.



#### **ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTEE गारंटी एवं वारंटी -**

Workmanship to be guaranteed for satisfactory performance for a period of 12 months from the date of final inspection clearance. 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.

#### **ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -**

Price quoted will be firm and fixed for the entire contract period till completion of the work. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra. No escalation whatsoever will be considered under any circumstances within the period of contract.

#### **ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि - Not Applicable.**

#### **ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -**

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

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

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

#### **ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -**

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



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

L1 bidder will be decided **in totality**, based on the tendered quantity indicated in the Price Bid. However, in case of loading the price, GRSE will evaluate L1 bidder offline, considering all applicable loading factors on quoted price.

#### **ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -**

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

Sl. No.	Job Description	Qty.	UOM
10	Application of System Coat Painting on Equipment Seats and Outfit items	80,000	Sq. Mtr.

Please note, the quantity mentioned above is tentative for entire contract period. The service to be provided by the vendor as and when required basis during the contract tenure.

NB: i) UOM = Unit of Measurement. M<sup>2</sup>= Square Meter. Detailed scope of work for above job is as per SOTR.

#### **ARTICLE 16 अनुच्छेद-16: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य\_** Not Applicable.

GRSE at its discretion may engage multiple sub-contractors to maintain & in the interest of the construction schedule, subject to acceptance of established L1 rate by other techno-commercially qualified bidders. In case of requirement of engagement of multiple bidders, the tentative ratio will be 60:40 for engagement of 02 bidders & 40:30:30 for 03 bidders. In case of requirement / poor performance by engaged vendors, other qualified bidders may be engaged for execution of balance job subject to acceptance of established rate with L1 bidder.

**Note:** The loading of the job will be purely based on GRSE requirement and no claim from individual vendors will be accepted. If the performance of the engaged vendors is found not satisfactory, loading ratio could be reduced and performer vendor could be loaded with higher ratio.

#### **ARTICLE 17 अनुच्छेद-17: QUANTITY VARIATION:**

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of rate contract. The selected Bidders has to execute the required quantity at same rate and terms & Condition up to variation (+) 300%. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.

#### **ARTICLE 18 अनुच्छेद-18: OPENING OF BIDS निविदा खुलना -**

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



## ARTICLE 19 अनुच्छेद-19: MICRO & SMALL ENTERPRISES सूछम 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.
- c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

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

## ARTICLE 20 अनुच्छेद-20: ELIGIBILITY CRITERIA पात्रता के मापदंड -

### A. Technical Criteria तकनीकी मापदंड -

1. Bidder must have experience of successful execution of SIMILAR TYPE OF JOB during last three years ending 30 AUG 2022 and for at least 03 sea going vessels.

[Description of similar job: **System coat Painting on sea going vessels in any shipyard.**]

2. Supporting documents meeting Technical Eligibility Criteria [WDC and inspection report with corresponding Purchase Order for the same] to be submitted along with the part - 1 bid.
3. TNC may call for additional details also. Supporting documents meeting Technical Eligibility Criteria, will be evaluated and assessed by TNC. Findings and conclusions of the TNC will be binding on the vendor.

### B. Financial Eligibility Criteria वित्तीय मापदंड -

The bidder shall have sound financial health satisfying the following criteria: -

- i. Bidder's average Audited/certified Annual financial turnover **during last 03 financial years ending on 31.03.2021** should be at least **Rs. 19 lacs.** [Audited Balance Sheet and Profit & Loss Account of the company for last 3 (three) **FY ending on 31.03.2021** need to be submitted in support of above requirement].

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years to be submitted along with the part - 1 bid as per format given in **Annexure-5.**

- C. The bidder should give self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during **last 03 years ending on 31.08.2022.** The bidder has to submit self-certification for the same along with the techno-commercial offer. If any tender holiday was issued to the bidder prior to last 03 years, a letter of revocation from appropriate authority should be submitted along with 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.**



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

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

## **ARTICLE 21 अनुच्छेद-21: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -**

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

GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

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



- 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.
9. Contractors are responsible to clean up the area of work wrt. 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%.
- 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.
10. Bidder has to declare, in what capacity he is participating in the tender viz. SO, Limited Co, Pvt. Ltd. Co., Sole Proprietor, Partnership Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid. If the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same GRSE e- Procurement portal.
13. Difficulty in submitting the bid:
- a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. T. Naik, M (Paint Shop)**, e-mail: [Naik.TapanKumar@grse.co.in](mailto:Naik.TapanKumar@grse.co.in) (**Mob. 8820157360**) prior to submission of offer.
- b. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM** (GRSE E-PROCUREMENT) e-mail/ [Palit.Saraswata@grse.co.in](mailto:Palit.Saraswata@grse.co.in) / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
14. **E-mail Address for communication संचार हेतु ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

## ARTICLE 22 अनुच्छेद-22: 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) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.





- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

**i) AMENDMENT OF TENDER DOCUMENT**

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.
- j) GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

**ARTICLE 23 अनुच्छेद-23: 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.22 (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 24 अनुच्छेद-24: POST AWARD APPLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा -

### i. **Security Deposit प्रतिभूति जमा -**

Interest free refundable security deposit of 3% of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at clause 05 of STAC.

The firms' registered with NSIC can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit.

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

a. WDC shall be duly certified by PCO/In-charge Paint Shop and duly supported by inspection notes issued by Inspection Authority.

b. The WDC must clearly mention the scheduled dates for starting & completion/delivery of the jobs (as given to the subcontractor by GRSE) and the actual dates of start & completion.

c. In case of delays, the duration along with numbers of delayed days shall be specified in respective WDCs to invoke LD cause and effect recoveries from subcontractor's invoice.

### iii. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills are to be raised on progressive basis. Bills are to be submitted along with supporting document (Work Done Certificate Copy etc.) 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 CGM (PP&C), GRSE.

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

- The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by respective authority PCO/Officer Paint Shop. However, this is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the firm. The stages of payment will be as follows\_
- 97% payment with full GST will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by Project leader or GM/AGM of respective Unit of GRSE or officer nominated by PL & supported with satisfactory Work Done Certificate duly certified by PCO/ Officer Paint Shop and on clearance of ESI & P.F. liabilities from the concerned department.
- Balance 3% payment will be released after guarantee period or on submission of Performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.
- Payment will be made on actual certification basis.



v. **Liquidated Damages निर्णीत हर्जाना**

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

vi. **Risk Purchase जोखिम खरीद**

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

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

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

viii. **Increase in quantity or introduction of items is strictly prohibited under any circumstances मात्रा में वृद्धि या प्रवेशण किसी भी परिस्थिती में अमान्य.** However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/PL, 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.

ix. **Contractor's Safety Personnel:** One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.

x. **Damage of Materials/ Equipment:** - The Subcontractor will ensure that **NO Damage** is caused to the Materials, Equipment's or any other property of GRSE during construction due to negligence and/ or any reason whatsoever by the subcontractor. The cost of damage will be suitably recovered from Subcontractor's bill.

xi. **FIRE & SAFETY PRECAUTIONS (FOR WORKING INSIDE GRSE):** -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer [www.grse.in](http://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

