



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

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

Web site वेब: www.grse.in, E-Mail ई मेल: chatterjee.krishnakanta@grse.co.in
CIN सी आई एन: L35111WB1934GOI007891

NIT & SERVICE LEVEL AGREEMENT (SLA)

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

| | |
|---|---|
| NIT No. निविदा संख्या: | SCC/KC/OT-P/BLOCK FABRICATION OUTSIDE GRSE/ET-2075 |
| Job Title कार्य का नाम : | Biennial Rate Contract for Fabrication of Hull Blocks for various projects at Vendor Premises and delivery to GRSE |
| 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 | |
|--|---|
| Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 में उद्धृत) | INR 54,00,000/- |
| Security Deposit (SD) प्रतिभूति | 5% of Work Order Value (inclusive of GST) |
| Liquidity Damage परिनिर्धारित नुकसान | 0.5% per week, Max. 5% of unexecuted job |
| Billing Frequency बिल करने की अवधि | Monthly Progressive basis |
| Evaluation of L1 एल1 का मूल्यांकन | L1 bidder will be decided Item wise lowest quoted price through NIC portal. |

Note: a) Bidders are required to submit EMD amount as Bid Security against this tender. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

b) MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD. Non-submission of EMD or a valid MSE/NSIC certificate may lead to offer rejection.

ARTICLE 2 अनुच्छेद - 2 : ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र :
Please find the enclosures as specified below in GeM Procurement Portal or in the 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 Requirements (SOTR) |
| 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 |
| Annexure 6 संलग्नक-6 | Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 7 संलग्नक-7 | Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 8 संलग्नक-8 | Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 9 संलग्नक-9 | General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 10 संलग्नक-10 | Check List for Bill submission |
| Annexure 11 संलग्नक-11 | Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 12 संलग्नक-12 | Check list of statutory responsibility of contractor and principal employer |
| 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 | Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) |
| Annexure 15 संलग्नक-15 | Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)) |
| Annexure 16 संलग्नक-16 | Format for - Integrity Pact (attached with NIT) To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-. |

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 स्वअभिप्रामाणित दस्तावेज | | |
|--|---|-----|
| 1 | DD/PO /BG or MSE/NSIC Exemption certificate towards EMD | Yes |
| 2 | Documents meeting the Technical Eligibility Criteria as per format at Annexure 3 | Yes |
| 3 | Documents meeting the Financial Eligibility Criteria as per format at Annexure 4 | Yes |
| 4 | Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'2023 in support of Financial Eligibility. | Yes |
| 5 | Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at Annexure 5 | Yes |
| 6 | PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm. | Yes |
| 7 | Copies of registration with PF, ESI authorities. | Yes |
| 8 | Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner | Yes |
| 9 | Integrity Pact (refer clause 1 of STAC at Annexure-2 and Integrity Pact format attached) – Annexure-16 of NIT. | Yes |

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

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

| PHYSICAL SUBMISSION | | |
|---------------------|---|---|
| NOTE: | 1. EMD Instrument | Within 03 days from opening of Part I bid |
| | 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 | <u>Kolkata</u> |
| | 2. Integrity Pact | Scanned copy to be uploaded along with the bid & original to be submitted within 03 days from opening of Part I bid |

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **GM (CC)**, Contract Cell, Commercial Department, GRSE 61 Park Unit, 61P, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

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

- A. **Tenure of Contract संविदा कार्यकाल-** Initially, the rate contract shall be established for a period of **02 (Two) Years**. The contract period may be extended for a further period of maximum 02 years with an escalation of rates [one time and not on yearly basis] or reduced as per requirement of GRSE production schedule.
- B. **Job Completion Schedule कार्य समाप्ती तिथी** - Delivery date will be counted from the date of supply of first lot of processed material. Details as per Clause no.13 of SOTR.

The period of fabrication and delivery to GRSE for various blocks are as under.

| <u>Weight (Approx.)</u> | <u>Job Completion Time</u> |
|-------------------------------|----------------------------|
| Steel /DMR Blocks | |
| Upto 30 Ton | 30 days |
| More than 30T, less 50T | 50 days |
| More than 50T, less 80T | 75 days |
| More than 80T, less 130T | 90 days |
| More than 130T | 110 days |
| <u>Aluminium Units</u> | |
| Upto 5 Ton | 30 days |
| More than 5T to 10T | 60 days |

C. **Quality Assurance Authority:** GRSE(QA)/WOT/Class.

D. **Place of Work:** At Vendor Premises

E. **Mobilisation Period:** 7 days from date of receipt of LOA/RC.

ARTICLE 6 अनुच्छेद - 6 : JOB EXECUTION कार्य निष्पादन :

Job is to be carried out strictly as per attached **SOTR**.

The job is required to be carried out for **all Yards under construction in GRSE units during this RC period**.

Order will be issued as per requirement of GRSE in phases within the Rate Contract period.

ARTICLE 7 अनुच्छेद - 7 : GURANTEE & WARRANTEE गारंटी एवं वारंटी :

Guarantee / Warranty of the job Applicable for a Period of **12 months** from the date of final inspection /completion of the job. (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.)

ARTICLE 8 अनुच्छेद - 8 : PRICE मूल्य :

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

Price to be quoted inclusive of GST only through GeM portal. **No other attachment regarding price will be accepted along with Techno-Commercial bid and if submitted by the vendor then the offer will be treated as cancelled.**

The contractor has to upload the breakup of their quoted price in line with BOQ items along with their price offer in GeM portal. Apart from GeM Contract, GRSE will issue Purchase Order(s) in SAP system (on case to case basis as per requirement projected by berth) based on the BOQ line items after price negotiation if required.

ARTICLE 9 अनुच्छेद - 9 : ESCALATION मूल्य वृद्धि :

The initial established rates will be valid till the tenure of the contract of two (02) years. Thereafter, one-time Escalation will be applicable on the established rates as detailed below, in only for the unexecuted portion of work which goes beyond the contractual period and where the delay thereof is proved beyond doubt and not attributable to the contractor. Where the job has already loaded and it is under progress will not be considered for escalation of price.

However, in case of extension/ delay is attributable to the contractor for the unexecuted portion of work, then the escalation clause will not be applicable and LD will also be levied.

The portion of the job completed and pending portion on which the escalated rate is applicable, will be decided through discussion and mutual accordance between GRSE and Contractor, 02 months prior to the expiry of the contractual period. The escalated rates will ONLY be applicable for the portion of work started/executed after the expiry of the contractual period and where the delay is not attributable to the contractor.

Rate (Revised) = Rate (Initial) X [0.7X{(Average Revised Manpower rate – Present Average Manpower rate)/ Present Average Manpower rate} +1]

For purpose of escalation formula mentioned above, Average Manpower Rate shall be considered as [(1 High Skilled + 1 Skilled + 1 Semi Skilled + 1 Unskilled) / 4]

ARTICLE 10 अनुच्छेद - 10 : UNREASONABLE QUOTES अतर्कसंगत भाव :

- 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 punitive action will be taken in line with provision as per GRSE vendor policy.
- 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.
- If the justification is acceptable to GRSE, then the bidder has 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 as per GRSE Vendor policy.

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

Offer should be valid for 180 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 180 days against valid reason.

ARTICLE 12 अनुच्छेद - 12 : CONDITIONAL OFFER सशर्त प्रस्ताव :

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

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

L1 bidder will be decided **Item wise** lowest quoted price through NIC portal.

ARTICLE 14 अनुच्छेद - 14 : BOQ बी ओ क्यू :

- a) BOQ given in the tender is tentative. It may vary according to actual requirement of job and may increase up to 300% of indicated quantity.
- b) The selected Bidders have to execute the required quantity at same rate and terms & Condition. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.
- c) Necessary amendment of the 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 के लिए ठेका कार्य :

- a) The total job will be distributed between 03 (three) parallel contractors as per their bid ranking in the approximate ratio of **50:25:25** subject to acceptance of L1 established Rate.
- b) In case only one bidder (other than L1) accepts the established L1 rate, approximate distribution ratio will be **50:50**.
- c) In case non-acceptance of established rate by bidders other than L1, only **50%** job will be loaded to L1 bidder.
- d) The ratio is indicative only and may vary as per actual requirement of the yards / ships and work orders shall be issued accordingly.
- e) 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 of L1 bidder.
- f) 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 18 अनुच्छेद - 18 : ELIGIBILITY CRITERIA पात्रता के मापदंड :

(A) Technical Criteria: As per attached SOTR.

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid.

Note:- During the Technical Negotiation if it is detected that the firm does not have adequate manpower or does not possess the requisite eligibility in providing manpower as stated above then GRSE reserves the right to reject such firms Technical Offer / bid.

(B) Financial Criteria:

- i) Bidder's average audited annual financial turnover during last 03 financial years ending on 31st March, 2023 should be at least **2.04** Crore.
- ii) Bidder shall provide Solvency certificate for a sum of not less than **1.7** Crore from a Scheduled Bank.

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years ending on **31st March 2023** to be submitted along with the Techno-commercial offer (Part – 1 bid) as per format given in **Annexure-4 attached with the NIT.**

c) Self-Certification

The bidder should give self-certification (as per **Annexure 5**) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on **29.02.2024**. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note:

- a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.
- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) **If case of non-submission of the self-certification document as per format at Annexure 5, the bidder will be treated as non-responsive and their offer will be rejected.**

[Requisite formats attached with NIT as Annexure 3, 4 & 5 of Article 18 to be filled up by the bidders in support of above eligibility criteria and to be submitted the same along with the Techno-Commercial bid.]

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 will assume all safety responsibility for the site and will furnish and maintain its own safety program for itself and its sub-contractors. Contractor are bound to comply with all applicable Environmental, Occupational Health & Safety rules, regulations, 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 03 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. **Independent External Monitors (IEM):** Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

(A) Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat,
Kolkata-700160
Email: bbsinghbeml@gmail.com

(B) Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

8. **Integrity Pact (समग्रताअनुबंध):**The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. The "Integrity Pact on Govt. issued Stamp paper of Rs. 100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (Sl.-1) in Annexure-2 of the tender]
9. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /PL-respective ship/ / their nominated representative.
10. 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.
11. 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 TNC, failing which the processing of bid will not be taken further.
12. 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%.
13. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd. Co. etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
14. A Bidder is allowed to submit only one Bid under any capacity / status.
15. Difficulty in submitting the bid:
- a. Any query /difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Smarak Sikdar, M(PP&C), Mob: 7595046425** e-mail: Sikdar.Smarak@grse.co.in prior to submission of offer.
- b. The commercial aspects may be got clarified from **Mr. Krishnakanta Chatterjee, MGR (Contract)/ Main Unit, Mobile No. 9328651199**, e-mail: chatterjee.krishnakanta@grse.co.in prior to submission of offer.
16. **E-mail Address for communication संचार हेतू ई. मेल पता :** Vendor to provide e-mail address to enable faster communication.

17. e-BID INSTRUCTION ई बिड के अनुदेश -

- a) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in GeM Procurement portal <https://gem.gov.in>; 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.
- b) Bidders need to fill up Part-II (Price) bid online in GeM portal only by inserting total price **inclusive of GST. No other attachment to the price bid will be reckoned.** The breakup of quoted price (in line with BOQ) have to be uploaded by the participating bidder along with price bid only (not with techno-commercial bid) & Purchase Order in SAP system will be issued ship wise accordingly.
- c) 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.
- d) The amendments / clarifications to the bid document, if any, will be posted on GeM portal only.
- e) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of Contract.
- f) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
 - ii. Addendum/corrigendum, if any, will be hosted on GeM portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC)/ of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.

6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the tender enquiry.
9. 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. Bidder submitted false/incorrect documents etc.
12. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.
13. Bidder not submitting Integrity Pact as per requirement of the tender.

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

i. Security Deposit प्रतिभूति जमा -

Non-interest-bearing security deposit of **5%** of total order value (inclusive of GST) is to be deposited in the manner elaborated at Clause 5 of GRSE STAC at **Annexure-2**.

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

Work done certificate(WDC) will be certified by AGM(HP&IP)/DGM(HP&IP) or his/her nominated officer duly supported by QA inspection notes and Weighment Certificate of the Block.

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.

iii. Bill Submission बिल प्रस्तुति -

On obtaining WDC, bills are to be raised on monthly progressive basis in accordance with the Checklist format as per **Annexure-10**. 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.

Note:- Transaction fee of Rs.500/- for first return & Rs.1000/- for subsequent return of bill with inappropriate documents will be charged.

iv. Payment Terms भुगतान की शर्तें –

a) The certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill (in 03 copies) along with Work Done Certificate, Bill, deductions against it and Work Done Certificate to be duly signed by respective authority.

The stages of payment will be as follows:

Stage I - 10% after completion of SKID and Bending of Plates (if any)

Stage II - 30% after completion of fabrication of all major Panels - Decks, BHDs and Side Shells

Stage III - 40% after completion of Dry Survey and Dimension Checks

Stage IV - 20% on delivery of block to GRSE

b) 10% of the certified bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by the bill approving authority or be paid against submission of Bank Guarantee having value of 10% of order value with validity period till expiry of Guarantee period plus sixty (60) days beyond guarantee period.

c) The Performance Guarantee will be released after expiry of guarantee period on submission of application duly certified by the bill approving authority along with certified Material Reconciliation Statement (MRS)

d) Payment will be made on actual certification basis.

e) In case of block fabrication with Re-use of skids the established rates will be reduced by 10% for payment to the vendors.

v. Bill Certifying Authority: Bill shall be certified by PS/PL/AGM(Hull)/DGM(Hull) of the respective unit of GRSE or their nominated officer, on receipt of approved work done certificates

vi. 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 Contract.

vii. Risk Purchase जोखिम खरीद -

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

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

viii. MATERIAL RECONCILIATION STATEMENT (MRS):- Firms are to furnish the material reconciliation statement (running MRS) against each consignment on immediately on delivery of the same but not later than 30 days of delivery, showing details of raw materials received (Raw steel plates), material actually consumed, excess material returned etc. This statement should be submitted with documentary evidence of material issued/returned duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS.

ix. TRANSPORTATION:- Transportation of raw steel plates from GRSE to sub-contractors' premises and transportation of raw / semi-finished / finished primed steel plates from sub-contractor's premises up to GRSE is the responsibility of the contractor. GRSE will do loading & unloading of the steel plates at GRSE with assistance from the subcontractor.

x. COLLECTION OF RAW MATERIAL AND DELIVERY OF PROCESSED MATERIAL:-

a) Raw materials should be collected from GRSE against submission of Bank Guarantee as material guarantee. Transportation of materials from GRSE to sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE are the responsibility of the contractor. GRSE will load/unload the materials at GRSE (Main)/RBD with assistance from the sub-contractor.

b) Raw materials should be collected within 03 days of intimation from GRSE. In case of failure for lifting the raw materials within the stipulated time, GRSE will consider the stipulated day as the material handing over day and delivery time for the completed consignment will be counted accordingly.

xi. Non-Disclosure Agreement: -

The Contractor shall submit a Non-Disclosure Agreement with GRSE after placement of order. [Details as per Clause no.11 of SOTR]

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

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

ARTICLE 23 अनुच्छेद 23: CONTRACT WORKMAN WAGE PAYMENT: -

- a. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- b. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- c. Payment of wages to the contractor's employee 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. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

ARTICLE 24 अनुच्छेद 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-12.

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