



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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

43/46, Garden Reach Road, Kolkata-700 024
43/46, गार्डन रीच रोड, कोलकाता-700 024

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

| | | |
|---|---|-------------------|
| NIT No. निविदा संख्या : | SCC/AJK/ST/Launch Hiring/015/ET-1856 | Date : 25.04.2022 |
| Job Title कार्य का नाम : | "Hiring of Launch service for GRSE employees" as per SOTR Ref. No. Transport/Ferry/GRSE Employee/22-23 (Enclosure-1). | |
| Tender issuing Dept. बिभाग द्वारा जारी : | Contract Cell, GRSE Main. | |

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

| SCHEDULE सारणी | | |
|---|------------------------------|------------|
| Pre Bid Meeting बोली-पूर्व बैठक (यदि लागू है) | Not Applicable | |
| Tender Due Date निविदा जमा की अंतिम तिथि | 05/05/2022 | 12:00 hrs. |
| Tender Opening Date (Part I) निविदा खुलने की तिथि | 06/05/2022 | 14:00 hrs. |
| Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी | 90 days from Tender due date | |

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

| FEES / DEPOSITS | |
|---|----------------|
| Tender Fee (refer clause 03 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिछेद 3 मे उदधृत) | Nil |
| Earnest Money Deposit (EMD) (refer clause 04 of STAC) (बयाना राशि जमा) (स्टैक के परिछेद 04 मे उदधृत) | Nil |
| Security Deposit (SD) प्रतिभूति | Nil |
| Liquidity Damage परिनिर्धारित नुकसान | As per NIT |
| Billing Frequency बिल करने की अवधी | Monthly |
| Evaluation of L1 एल1 का मूल्यांकन | Totality basis |

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

| ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नक परिच्छेद | | |
|--|---|-----|
| Annexure 1 संलग्नक-1 | Statement of Technical Requirement (SOTR) | Yes |
| Annexure 2 संलग्नक-2 | GRSE Standard Terms And Conditions (STAC) (please refer www.grse.in) | Yes |
| Annexure 3 संलग्नक-3 | Format for – Bid Security Declaration form | Yes |
| Annexure 4 संलग्नक-4 | Format for – Integrity Pact (please refer www.grse.in) | No |
| Annexure 5 संलग्नक-5 | Format for Technical Eligibility Criteria | No |
| Annexure 6 संलग्नक-6 | Format for Financial Eligibility Criteria | No |
| Annexure 7 संलग्नक-7 | Format for Self-Certification for not having blacklisted | No |
| Annexure 8 संलग्नक-8 | Format for – Non Disclosure Agreement (please refer www.grse.in) | No |
| Annexure 9 संलग्नक-9 | Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer www.grse.in) | No |
| Annexure 10 संलग्नक-10 | Fire & Safety Guidelines (please refer www.grse.in) | Yes |
| Annexure 11 संलग्नक-11 | Special condition of contract (please refer www.grse.in) | Yes |
| Annexure 12 संलग्नक-12 | Contractors Responsibility (please refer www.grse.in) | Yes |
| Annexure 13 संलग्नक-13 | General Requirement (please refer www.grse.in) | Yes |
| Annexure 14 संलग्नक-14 | Check List for Bill submission (please refer www.grse.in) | Yes |
| Annexure 15 संलग्नक-15 | Format for – Bank Guarantee Format for Material Guarantee, SD and PBG (please refer www.grse.in) | No |
| Annexure 16 संलग्नक-16 | Format for – Bank Guarantee Format for SD (please refer www.grse.in) | Yes |
| Annexure 17 संलग्नक-17 | Format for – Bank Guarantee Format for PBG (please refer www.grse.in) | No |
| Annexure 18 संलग्नक-18 | Format for – Indemnity Bond (please refer www.grse.in) | No |
| Annexure 19 संलग्नक-19 | Guide line for Bank Guarantee (please refer www.grse.in) | Yes |

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

| Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज | | |
|--|---|------------|
| 1 | DD/PO or MSME/NSIC Exemption certificate towards tender fee | Yes |
| 2 | Bid Security Declaration as per – Enclosure - 3 | Yes |
| 3 | Technical Acceptance format as available with NIT after being downloaded and filled up | Yes |
| 4 | Commercial Acceptance Format as available with NIT after being downloaded and filled up | Yes |
| 5 | Documents meeting the Technical Eligibility Criteria | No |
| 6 | Documents meeting the Financial Eligibility Criteria as per format | No |
| 7 | Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility. | No |
| 8 | PAN /TAN , GST, Labour License Certificate, Registration Certificate of the Company with ROC | Yes |
| 9 | Copies of registration with PF, ESI Authorities | No |
| 10 | Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner | Yes |
| 11 | Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. | Yes |
| 12 | Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID | Yes |

- a. Registered Vendors with GRSE need not upload documents at Sl. No. 8 above, if valid documents already submitted / available with GRSE Vendor Registration Cell. **Bidders should mention Unique GeM Seller ID in COMMERCIAL MATRIX.**
- b. Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO.

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

| PHYSICAL SUBMISSION | | |
|---------------------|--|---|
| 1 | Tender Fee instrument | Nil |
| 2 | EMD Instrument | Nil |
| 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 | <u>Kolkata</u> |

- a. Above original Negotiable Instruments as stipulated, to reach to **SR. MGR (Contract), Contract Cell, Commercial Department, New Building complex, 1st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024** within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

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

- (A) **Tenure of Contract अनुबन्ध का समय:** The contract shall be valid for a period of 02 (two) years from the date of placement of LOA/PO.
- (B) **Job Starting Date कार्य आरम्भ तिथि:** Tentatively from 01.06.2022 after issuance of PO/LOA/letter by Transport Dept. or their nominated representatives.
- (C) **Job Completion date कार्यसमाप्तीतिथि:** The contract shall remain valid for a period of 02 (two) years after starting of job.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the Officer in-charge (Transport Dept.) is to be followed.

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य:

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. GST is to be indicated separately and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated 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 L1 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 as per Bid Security Declaration.
- 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 & the next quote will be considered as L1.

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

Offer should be valid for 90 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 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 of bidder wish to deviate on any / same 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.

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

NA

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 period of contract. The selected Bidder has to execute the required quantity at same rate and terms & Condition. BOQ consists following items:-

| Sl. No. | Description | Qty. | UOM |
|---------|-------------------------------|------|------|
| 01 | Hiring of 400 capacity Launch | 1248 | Each |
| 02 | Hiring of 250 capacity Launch | 624 | Each |
| 03 | Hiring of 100 capacity Launch | 4368 | Each |

N.B. - (i) UOM – Units of Measurement, (ii) EA – Each (Each trip)

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

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

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

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC)

All 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 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य: N.A.**ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड:**

Technical Eligibility Criteria तकनीकी मापदंड – NA

Financial Eligibility Criteria वित्तीय मापदंड – NA

(i)

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

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- h. 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.
- i. 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.
- j. 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%.
- k. 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.
- l. A Bidder is allowed to submit only one Bid under any capacity / status.

m. Difficulty in submitting the bid:

Any query/difficulty in understanding of SOR or other technical terms may be got clarified from **Mr. Binod Pandit, MGR (Transport)**, e-mail: Pandit.Binod@grse.co.in prior to submission of offer.

n. **E-mail Address for communication संचार हेतु ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

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

- a. 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 HTML price bid format by inserting total price only (inclusive GST). **No other attachment to the price bid will be reckoned.** The item wise quoted price as per GRSE Price Bid format is to be submitted **offline** by L1 bidder in case of requirement by GRSE.
- 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 Procurement 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 work.
- f. **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
 - ii. Addendum/corrigendum, if any, will be hosted on GeM 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 within the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take 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 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड :

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

- a) 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.
- b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- d) Bid received without qualification documents, where required as per the tender.
- e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- g) EMD validity period is shorter than specified in the tender enquiry.
- h) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

- i) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- j) Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.

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

i. Security Deposit प्रतिभूति जमा - NA

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

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

iii. Bill Submission बिल प्रस्तुति:

The monthly bills in 4 copies along with the photocopy of the regiter (log book/duty slip) duly endorsed by CISF are to be submitted within 10 days of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

iv. Payment Terms भुगतान की शर्तें:

- a. Submitted bills will be cross-verified in all respect by GRSE Transport Department and will be cleared for payment by GRSE Transport Officer.
- b. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS/NEFT/Electronic Fund Transfer subject to deduction of Tax as per rules.
- c. Payment will be made on actual certification basis through ECS mode.
- d. No advance payment will be made in any circumstances.

v. Penalty हर्जाना:

In case of failure to provide the launch/s due to Break-down or any other reason whatsoever, the bidder shall be liable to pay liquidated damage/penalty as below:

- a) 400 capacity launch - @Rs 1200/- per trip.
- b) 250 capacity launch - @Rs 800/- per trip.
- c) 100 capacity launch - @Rs 500/- per trip.

40. In case the bidder fails to provide suitable launch within specified time from the date & time of intimation, alternative launch shall be arranged by GRSE at the risk and cost of the bidder. A proportionate amount or the cost of alternative hiring whichever is higher shall be recovered from Bidder'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.

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.

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

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno- Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

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

**Anukaran J. Kandir/अनुकरन जे . कंडीर
SR. MGR. (CONTRACT)/ व . प्रबंधक (संविदा)
GRSE Ltd./जी.आर.एस.ई. लिमिटेड
Mob: 9163361808**

| | | |
|------------------------|--|--|
| GRSE LTD. / MAIN UNIT | SOTR FOR HIRING OF LAUNCH FOR FERRY SERVICE OF GRSE EMPLOYEES BETWEEN GRSE JETTY AND NAZIRGUNJ JETTY FOR TWO YEARS. | SOTR NO. Transport/Ferry/GRSE Employees/22-23 |
| DEPT.: TRANSPORT | | REV: |
| INSPECTION TRANSPORT : | PREPARED BY : MANAGER (TRANSPORT) | CHECKED & APPROVED BY : SM(ADMIN-2) |

SCOPE OF SERVICE:

1. The bidder is required to provide Launch service for ferrying GRSE employees as per the following capacity of launch vis-a-vis timing mentioned below on each working day.

| Trip No. | Departure Time | Departure From | Launch Capacity |
|-----------------|---------------------------------------|-----------------------|------------------------|
| 1 | 05.40 Hrs. | Nazirgunj Jetty | 100 Personnel |
| 2 | 06.20 Hrs. | GRSE Jetty | 100 Personnel |
| 3 | 7.40 Hrs. | Nazirgunj Jetty | 250 Personnel |
| 4 | 7.50 Hrs. | Nazirgunj Jetty | 400 Personnel |
| 5 | 13.40 Hrs. | Nazirgunj Jetty | 100 Personnel |
| 6 | 14.20 Hrs. | GRSE Jetty | 100 Personnel |
| 7 | 17.10 Hrs. (On Saturdays @13.10 Hrs.) | GRSE Jetty | 400 Personnel |
| 8 | 17.30 Hrs. (On Saturdays @13.30 Hrs.) | GRSE Jetty | 100 Personnel |
| 9 | 21.40 Hrs. | Nazirgunj Jetty | 100 Personnel |
| 10 | 22.20 Hrs. | GRSE Jetty | 100 Personnel |

400 Capacity – 2 Trips; 250 Capacity – 1 Trip & 100 Capacity – 7 Trips.

The timing or capacity may vary from time-to-time depending on the actual requirement of GRSE which will be intimated to the bidder well in advance. Further, the requirement may increase or decrease during the contractual period. No claim or compensation is permissible on account of such changes during the contractual period.

2. Bidder shall provide additional trips over and above the mentioned 10 trips for any other urgent requirement. Same will be intimated on short notice through mail/sms/phone call. Payment of such hiring will be made extra as per the established rate. Any refusal to cater service will be viewed seriously.

3. The Launch shall be duly maintained in excellent condition at all times during the contractual period. It shall be provided with Navigation Light, Lifesaving equipments, Fire Extinguishers, etc.

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14/02/22

4. The bidder shall not carry any passenger in the launch other than GRSE employees or as advised by GRSE management from time to time.
5. The bidder has to ensure modification of the launch as required by GRSE from time to time for safety & security of personnel.
6. The crew members of the launch should not enter GRSE premises and to be stayed only in the launch. Therefore, safety, supervision and discipline of the crews and other employees of the bidder, if any on board shall be the sole responsibility of the Bidder.
7. The bidder shall provide expert and sober crew member with the launch/s who must be fully conversant with existing Rules and Regulations like River Traffic Rule, Marine Act, etc.
8. The bidder is required to offer their launch for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If the bidder fails to offer their launch/s with the stipulated period or if the launch/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 Price Bid will not be opened.
9. The launch/s should be covered by comprehensive insurance including the crew members and the boarders.

STATUTORY COMPLIANCES:

10. The bidder must have possess valid papers/license/doucments/registration, etc. issued by the statutory authorities, authorizing the bidder to operate launch service and carry passengers under applicable Marine Act and other related laws, rules and regulations which may be in force from time-to-time. The bidder shall be sole responsbile for all statutory payment and dues.

DEPLOYMENT OF CREWS & SERVICES:

11. The Launch shall be duly maintained and kept in excellent condition at all times and to be operated by qualified, competent and trained crews. The Launches shall be provided with adequate number of accessories such as navigation lights, life saving equipments, life jackets, fire extinguishers, etc. Safety chain and sufficient numbers of life byays to be placed surrounding to the launch.
12. The crew members operating the launch must be good swimmer.
13. The crew members must carry out the duties as assigned by GRSE Transport Department and/or any authorized representative of GRSE. Refusal of duty by the crew member/bidder shall not be accepted in any case.
14. Any crew member found misbehaving with the boarders shall be reported to the bidder and bidder shall take immediate and appropriate action to avoid such incidence in future. The crew member must not be permitted to operate under the influence of Alcohol and similar substances.

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15. Representative of GRSE/user will have the right to verify License of the crew member on duty and all other relevant papers like Insurance paper, Permit etc. at any time. Same shall be in possession of the crew member at always.

16. The crew member should have a sense of punctuality and courtesy. The launch on duty should not be interlinked with other duties.

17. The bidder shall bear and pay all penalties or other amount payable for violation of River Traffic Rules or any other Act / Rules enforced from time to time and GRSE Ltd. shall not be liable in any manner whatsoever in this regard.

18. In case of breakdown of the launch on duty, immediate replacement be arranged by the bidder under intimation to GRSE through mail/sms/call should. So that the above mentioned timings and service being maintained.

19. During the contract period, if the launch is seized/detained/impounded by the River Traffic Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the bidder.

20. Since GRSE is certified for some standard management system, it is mandatory that all the requirements of the River Marine Act, Children Labour (Prohibition & Regulation) Act, etc. are complied with by the bidder.

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

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

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

24. The bidder shall produce all the relevant documents for the purpose e.g. Permit, Insurance, License, etc. for inspection as and when asked for and also these documents should be submitted on yearly basis to transport department, GRSE Ltd.

PERIODICAL INSPECTION:

25. 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 within three days and for such a period an alternate arrangement must be provided by the bidder.

SUPERVISION:

26. The Bidders shall ensure due supervision and discipline amongst the crews and his other employees deployed in the launch.

A handwritten signature in blue ink, appearing to read 'G. Pandit', is written over the page number.

INSPECTION OF LOG BOOK / DUTY SLIP:

27. Register will be maintained on daily basis at GRSE Jetty by CISF. All entries viz. Timing, capacity and no. of boarders, etc. Shall be duly filled in against all trips performed and will be signed by CISF. It is the responsibility of the bidder to check, confirm and countersign the entries made by CISF on regular intervals and preferably on daily basis. Photocopy of the said register must be submitted along with the bill duly signed by the bidder for duty performed in a month. After submission, any complaint regarding wrong entry in the said register will not be entertained.

RENTAL CHARGE / CONTRACT PRICE:

28. Consolidated rate per launch per trip will be paid by GRSE as rental charge for all the actual services rendered by the bidder on monthly basis (where per trip implies only one way journey). The rates shall be inclusive of all expenses necessary for continuation of the service throughout the contractual period like payment to crews, fuel, oil, other consumables. etc. and shall be liability of the bidder. Such expenses shall also include (but not restricted to) payment to Govt. authorities, Labour authorities, Fees connected with services, expenses of the bidder's establishment, salary, bonus, etc. of personnel employed for the launches/s and any other expenses whenever necessary.

29. The rates agreed by the bidder shall be final and will remain firm and fixed for the entire contractual period. GST will be charged extra.

30. No Advance payment is permissible.

DEDUCTION DURING BANDH:

31. In case of Bandh / Strike day, where bidder fails to provide launch/s, the deduction for such failure will be made as mentioned in clause 39 & 40.

STRIKE / LAY OFF:

32. In case of strike/lay off and as and when the Bidder is given prior intimation for not plying the Launch/s no claim or compensation will be entertained by GRSE for such period. In case of any labour trouble on either side, seven days notice shall be served for stoppage/temporary suspension/discontinuation of services. Temporary suspension of services/failure to maintain the timings / capacity of trip schedule in the situation caused by natural calamities will also be subject to deduction.

SUBMISSION OF BILL:

33. The monthly bills in 4 copies along with the photocopy of the register (log book/duty slip) duly endorsed by CISF are to be submitted within 10 days of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

TERMS OF PAYMENT:

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

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35. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS/NEFT/Electronic Fund Transfer subject to deduction of Tax as per rules. No advance payment is permissible.

GOODS & SERVICE TAX:

36. Goods & Service Tax will be applicable as per rules.

OPERATING EXPENSES:

37. All expenses required for running the launch/s such as repair/maintenance, replacement including salary of crews inclusive of statutory liabilities, Taxes, License Fees, F-O-L, etc. shall be paid and borne by the bidder and no claim on any such account can be raised upon GRSE Ltd. in this regard.

ADDITIONAL REQUIREMENT:

38. In case of necessity of GRSE, the bidder should provide additional launch in case of exigency and/or as and when requirement within stipulated time at short notice and hiring charge of same will be paid extra as mentioned in sl.2 above.

LIQUIDATED DAMAGES / PENALTY:

39. In case of failure to provide the launch/s due to Break-down or any other reason whatsoever, the bidder shall be liable to pay liquidated damage/penalty as below:

- a) 400 capacity launch - @Rs 1200/- per trip.
- b) 250 capacity launch - @Rs 800/- per trip.
- c) 100 capacity launch - @Rs 500/- per trip.

40. In case the bidder fails to provide suitable launch within specified time from the date & time of intimation, alternative launch shall be arranged by GRSE at the risk and cost of the bidder. A proportionate amount or the cost of alternative hiring whichever is higher shall be recovered from Bidder'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.

REPAIR & MAINTENANCE:

41. The launch/s shall be kept neat and clean and maintained in good working & running order and condition as per standard practice. The launch/s should be repaired as per requirement for which all expenses will be borne by the bidder. Such repairs should not disturb the routine duty of the launch/s. GRSE to be informed immediately of any replacement of the launch/s for the period of repair. Inspection to be done for substitute launch/s which should be of equivalent standard and will be allowed only for specific period. In the event bidder fails to provide / arrange alternate launch/s during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies and impose penalty as above.

REPLACEMENT AGAINST ANY BREAK-DOWN OR FOR ANY OTHER REASONS:

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42. In the event of any break-down or mechanical trouble in the launch/s, the Bidder shall provide a substitute equivalent launch forthwith only after inspection of the launch so that GRSE employees do not suffer any inconvenience. In case of failure to provide substitute launch, GRSE will be at liberty to hire a launch of similar or near similar capacity depending upon the availability from an alternative source at the risk and cost of the Bidder and in that event the Bidder shall be liable to pay the differential cost for hiring of such launch which will be recovered from the pending bills of the Bidder towards monthly hire charges or from any other available source, security or fund. GRSE also reserves the right to initiate any other action or actions as may be considered appropriate including termination of the contract at the risk and cost of the Bidder in the event of continuous or recurring failure on the part of the Bidder to provide substitute launch.

43. Mere approval of launch/s after inspection does not relieve the bidder from contractual obligation of providing comfortable launch/s. Whenever the launch/s becomes uncomfortable due to any reason, what so ever, the bidder shall be bound to replace the launch/s with suitable equivalent launch/s. 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.

44. In case the bidder fails to provide suitable launch/s within one week from the date of intimation, alternative launch/s shall be arranged by GRSE at the risk and cost of the bidder and the differential charge, if any shall be recovered from bidder's security deposit or pending bills.

INDEMNIFICATION:

45. The bidder shall duly observe and comply with all laws, rules and regulations relating to running of the launch and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. However, bidder must possess necessary licenses/registration with all statutory authorities, as are required in law.

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

COMPENSATION AGAINST ANY ACCIDENT:

47. In the event of any accident occurred during ferrying of GRSE Personnel, whether at the Jetty or in the river, resulting injury or loss of life of any of GRSE employees due to fault of the launch/s or negligence of the Bidder's crews, the Bidder shall be liable to compensate for the injury or loss of life as may be legally admissible. In order to safe guard against such contingency the bidder must at its own cost take up proper insurance with a reputed Insurance company to cover full amount of compensation that may be payable in respect of any accident including third party coverage. However, the bidder must advise clearly to their crews to adhere to the safety rules and discipline. GRSE Ltd will not be responsible for any damage of their launch or crews.

PERIOD OF CONTRACT:

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



OMISSION/COMMISSION:

49. The Bidder 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 damaged caused to GRSE due to such omissions or commissions by the said employees, without any demur immediately on a demand by GRSE Ltd. in such regard.

VIOLATION OF MARINE ACT / OTHER RULES:

50. The Bidder shall be fully responsible to bear and pay all penalties or other amount payable for violation of Marine Act / other rules enforced from time to time and GRSE Ltd shall not be responsible in any manner whatsoever in this regard.

RIGHTS:

51. 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.

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

53. GRSE Ltd reserves the right to hire ferry services from other agency/service provider in order to maintain uninterrupted services in fair, transparent & equitable manner as deemed fit at the risk and cost of the bidder and no claim/complaint in this regard will be entertained.

DECLARATION:

54. The bidder hereby agrees that if any inconvenience caused to the passengers of the launch/s due to:-

- i) Misbehavior of crews
- ii) Rain water leakage
- iii) Bad condition of the launch
- iv) or any other reason attributable to inconvenience,

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

BREACH OF TERMS & CONDITIONS:

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

TERMINATION:



56. In case, the bidder commit breach of any of the Terms and Condition set forth herein, including failure to render services to the satisfaction of GRSE, the contract shall be terminated at the risk and cost of the bidder upon one month notice in writing.

FORECLOSURE:

57. The contract may be foreclosed by GRSE without any financial implication/obligation whatsoever by giving one month's notice with or without assigning any reason. In the event of foreclosure, the bidder shall be entitled for payment of all their dues for the services rendered by them till the date of foreclosure. No claim of any loss or damage whatsoever shall be claimed by the transporter from GRSE on account of such foreclosure.

58. ELIGIBILITY CRITERIA:

| | |
|---|--|
| 1 | Should have valid Trade License in operating Launch service. |
| 2 | Should have valid GST registration no. |
| 3 | Should have at least 5 years of experience in the related job of providing launch service. (Copy of Work Order or related document to be enclosed) |

59. OTHERS:

| | |
|---|---|
| 1 | Submission of self-certified copies of all statutory certificates/license/approvals/documents etc. is a pre-requisite condition for participation in the tender. Production of the original thereof at the time of Technical and Commercial Negotiation Meeting with the bidder is compulsory failing which the bid will be liable for rejection. |
| 2 | All sort of legal and commercial compliances should be carried out by the bidder during the validity of the contract, otherwise the contract with the bidder shall be liable for termination at the sole risk and cost of the bidder. |
| 3 | Mandatory that all the requirements of the Marine Act, Children Labour (Prohibition & Regulation) Act and all other Statutory Acts/Rules are to be complied with. |

60. PRICE:

| <i>Size of Launch</i> | <i>Rate per trip</i> |
|-----------------------|----------------------|
| 400 Capacity | |
| 250 Capacity | |
| 100 Capacity | |

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Form for Bid Security Declaration

Date: DD/MM/YYYY

Bid Ref: _____

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.

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 **XX** 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]