

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लि मिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

Address 43/46, Garden Reach Road, Kolkata-700 024

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CINसी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT No निविदा संख्या:	SCC/AJK/OT/Repair of Bituminous Road/011/ET-1832. Dated 04.03.2022
Job Title कार्य का नाम:	"REPAIR OF BITIMINOUS ROAD INCLUDING PREMIX CARPETING AT RBD" [to be executed as per SOTR No. RBD/SOTR/ROAD/2022 dtd. Nil [Annexure-I]
Tender issuing Dept. विभाग द्वारा जारी:	Contract Cell

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

SCHEDULE सारणी		
Pre Bid Meeting बोली-पूर्व बैठक	14/03/2022 At GRSE (RBD Unit).	11:00 hrs.
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	16/03/2022	14:00 hrs.
Bid submission Closing Date निविदा जमा की अंतिम तिथि	28/03/2022	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	30/03/2022	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 3 में उद्धृत)	INR 500
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 में उद्धृत)	INR 50,000/- (Rupees fifty thousand only)
Security Deposit (SD) प्रतिभूति	3% of individual Order Value (inclusive of GST)
PBG पी बी जी	3% of individual Order Value (inclusive of GST)
Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधि	On monthly progressive basis
Evaluation of L1 एल1 का मूल्यांकन	On 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) and Special Terms and Conditions (Annexure-I)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) (Annexure-II)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 7 संलग्नक-7	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job (please refer www.grse.in)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer www.grse.in)
Annexure 9 संलग्नक-9	Special condition of contract (please refer www.grse.in)
Annexure 10 संलग्नक-10	General Requirement (please refer www.grse.in)
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer www.grse.in)
Annexure 12 संलग्नक-12	Bank Guarantee Format for SD (please refer www.grse.in)
Annexure 13 संलग्नक-13	Bank Guarantee Format for PBG (please refer www.grse.in)
Annexure 14 संलग्नक-14	Guide line for Bank Guarantee (please refer www.grse.in)
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer www.grse.in)

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

SL	DESCRIPTION
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	MSE/NSIC Exemption certificate towards EMD
3	Technical Acceptance format as available with NIT after being downloaded and filled up
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 3
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 4
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'2021 in support of Financial Eligibility.
8	Self-certification for not having blacklisted /not received any tender holiday as per format at Annexure 5
9	PAN/TAN,GST, Labour License Certificate, Registration Certificate of the Company with ROC
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.
11	Copies of registration with PF, ESI authorities.
12	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID. [As per guideline from GOI, MOD]

- a) Registered Vendors with GRSE need not upload documents at Sl. 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.
- b) Bidders have to indicate Unique GeM Seller ID 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 मे उद्धृत)	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of :	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	Kolkata

Note: Above mentioned original Instruments as stipulated, to reach the office of Addl. General Manager, Contract Cell, 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- 07 days from the date of LOA/PO whichever is earlier and as per instruction of GM (RBD)/nominated authority of GRSE.

(B) Job Starting Dateकार्य आरम्भ तिथी - Job may have to be started within 07 days from the date receipt of LOA/Order and communication of GM (RBD)/ AGM (RBD) or his nominated rep.

(C) Job Completion date / Period of Contractकार्यसमाप्तीतिथी/अनुबन्धकासमय—Job to be completed within 4 months from the date of receipt of work order/LOA/handing over of site whichever is later.

(D) Quality Assurance Authority/Inspection Authority: DGM (W)/Mgr. (CIVIL)/GM (RBD) Authorized representative.

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 Civil Dept., RBD (GRSE) to be followed.

ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTEE गारंटी एवं वारंटी - Warranty period of the road work is 12(Twelve Month) after full completion of the work.

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 stipulated period of contract.

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

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -

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

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

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

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

L1 bidder will be decided **on totality basis** & its quantity as mentioned in Price bid format. 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.

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. If any bidder qualifies for trial order, price bid of such bidder shall not be opened prior to successful completion of trial. Trial order will be awarded at established rate.

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

- 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 items and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य - Not Applicable

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

(A) Technical Criteria:-As per SOTR as follows:

Bidder must have experience of successful execution of similar type of job of civil work under any Govt./PSU/statutory body and successful completion of the same in last three (03) years ending on 31.12.2021.

[Description of similar job: Construction/Repair of bituminous road]

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

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

(B) Financial Eligibility Criteria:-

Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31stMarch, 2021 should be at least **Rs. 7.5 Lakhs.**

Supporting documents meeting Financial Eligibility Criteria i.e. Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years ending on 31st March 2021 to be submitted along with the part – 1 bid as per format given in **Annexure-4 attached with the NIT.**

(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 31.12.2021.** 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-5 attached with the NIT.**

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

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

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

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.

3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

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

4. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
8. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
9. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
10. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. 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.

13. Difficulty in submitting the bid:

- a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Satyapriya Hore, MGR (Civil), Mob- 8083857196**, e-mail: Hore.Satyapriya@grse.co.in prior to submission of offer.
- b) Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM** (GRSE E-PROCUREMENT) e-mail/ Palit.Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

14. **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) 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://eprocurgrse.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 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

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

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

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

i. Security Deposit प्रतिभूति जमा –

a) Successful bidder will deposit an amount equivalent to 3% (percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) in the form of Pay Orders/D.Ds/Bank Guarantees (in case of BG- with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring “Garden Reach Shipbuilders & Engineers Limited”, within 15 days from the date of work order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to AGM. (Finance), GRSE, by the Bank in Banker’s sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

c) SD amounts would be refunded / returned after successful execution of the job. The Contractor is to apply for release of their SD which has to be certified by Executing user dept./ nominated officer of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.

d) The firms registered with NSIC (having the relevant service listed in NSIC certificate) can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit.. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption, a copy of valid NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of relevant activities contained in NSIC certificate should cover the activity for which tender is issued.

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

Work done certificate will be issued by DGM (W)/Manager (Civil) based on clear inspection report signed by Quality Assurance Authority as detailed in SOTR. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii. Bill Submission बिल प्रस्तुति:

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

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

The certified bill amount with full GST will be paid within 30 days of receipt of bill duly certified by GM (RBD) or his nominated rep. Bill certifying officer & supported with satisfactory Work Done Certificate duly certified by AGM(RBD) / Manager (Civil)/Authorised rep for 100% of job done. Amounts recoverable from contractor, if any, is to be adjusted from 100% payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. The stages of payment will be as follows:

a) 97% bill amount with full GST will be paid as monthly progressive basis.

b) 3% 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 certified by the bill approving authority as per SOTR or be paid against submission of Performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period. Material Reconciliation Statement, if any, to be submitted to claim this 3% balance payment.

c) 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.

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

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

ARTICLE 25 अनुच्छेद 25: PRE BID MEETING बोलीपूर्व बैठक -

A pre-bid meeting will be held on **11.03.2022** at RBD Conference Room (RBD Unit) from **11:00 a.m.** to discuss the brief scope of work of the tender. Bidders interested to participate in Pre-Bid meeting should inform and forward their Pre-bid queries (if any) 48 hours before the schedule positively. Meeting venue/ Pre-bid meeting mode /link will be communicated to the interested bidders through their registered mail ID.

Information to participate in pre-bid meeting and queries, if any should be forwarded in time to Mr. A. J. Kandir, Sr. Manager (Contract) through mail ([e-mail ID - Kandir.Anukaran@grse.co.in](mailto:Kandir.Anukaran@grse.co.in))

ARTICLE 26 अनुच्छेद 26: CONTRACT WORKMAN WAGE PAYMENT ठेका श्रमिक मजदूरी अदयगी -

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.

A. J. KANDIR
SR. MGR (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata - 700 024

BOQ items is as follows:-

Schedule of Quantity						
Sub : Repair of Bituminous Road including premix carpeting at RBD Unit						
SL. No.	Description of item (in short)	SAC NO.	Qty.	Unit	Rate (Rs.)	Amount
1	Earthwork in excavation from borrow pits (land owned/arranged by the Department) and depositing in layers of 250 mm. including breaking clods in embankment works and to fill up back of abutments, depressions and ruts with an initial lead up to 500 m and initial lift up to 1.5 m making bunds at top as directed dressing complete. (Borrow pit measurement) In mixed hard soil (i.e hard moorum and soil containing laterite and boulders which do not require blasting)	995421	119.00	M3		
2	Construction of Sub Base using Local Materials, spreading in uniform layers with Motor grader on prepared surface, including screening the metal as necessary, mixing by mix in place method with Rotavator at OMC, and compacting with vibratory roller to achieve the desired density, lighting, guarding and barricading including cost and making necessary earthen bundh of one metre wide on each side to protect the edges complete as per Clause 401 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). For Construction of Sub. Base by compacting 1st class brick aggregates (63mm to 45 mm down) and sand (in proportion of 60:40).	995421	70.00	M3		
3	Providing, laying, spreading and compacting stone aggregates of specific sizes to water bound macadam specification including spreading in uniform thickness, hand packing, rolling with vibratory roller 8-10 tonnes in stages to proper grade and camber, applying and brooming requisite type of screening / binding materials to fill up the interstices of coarse aggregate, watering including lighting, guarding, barricading and making necessary earthen bundh of one metre width on each side and preparing the bed by necessary cutting or filling, including cost and hire and labour charges of all men and machinery and compacting to the required density, as per Clause 404 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). Grading-I Aggregate (63 mm to 45 mm) Using Stone Screening Type A. Manual Means	995421	80.00	M3		
4	Providing and applying tack coat with Cationic Bitumen Emulsion of approved grade conforming to IS: 8887-1978 on the prepared surface cleaned with Hydraulic broom, moistening the surface including hire charges of machinery and labour, cost of fuel and lubricants all complete as per Clause 503 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). Bituminous Surface (Using Bitumen Emulsion at the rate of 0.20 to 0.30 kg per sqm.)	995421	6435.00	M2		

5	Providing and laying bituminous macadam with Mobile Hot Mix Plant (Light Duty) using approved crushed aggregates of specified grading as per specification premixed with bituminous binder, transported to site laid over a previously prepared surface at specified laying temperature by means of approved and suitable arrangements to the required grade, level and alignment and rolled with suitable power roller for break down, inter-mediate and finished rolling as per specification to achieve the desired compaction including hire charges of machinery and equipment, cost of fuel and lubricants and wages of operational staff, quality control complete as per Specifications for Road & Bridge Works of MoRT&H (5th Revision). For Grading 29 mm nominal size, 50-75 mm thick.	995421	82.00	M3		
6	Providing, laying and rolling of Open - graded premix surfacing of 25 mm thickness composed of 13.2 mm (@ 0.018 m ³ per m ²) and 11.2 mm (@ 0.009 m ³ per m ²) size stone aggregates, including thoroughly cleaning of the surface, screening, cleaning and pre-heating stone chips and fully pre-coating the same either using viscosity grade paving bitumen or cut-back or emulsion, carrying the mixture by tipper trucks or by any other suitable arrangements, laying the mixture uniformly over the surface with paver finisher, including manual operations as and when required for proper line, grade and level to serve as wearing course on a previously prepared base, including mixing in Hot Mix Plant and thoroughly rolling with a smooth wheeled roller 8-10 tonne capacity, finished to required level and grades including the cost matrix, heating the matrix, preheating the aggregates to required temperature and including the hire charges of Hot Mix Plant and other machinery, pay of operators, cost of fuel and lubricants etc. complete as per Clause 510 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). Using Drum mix Type HMP of minimum capacity 40-60 TPH.	995421	6435.00	M2		
7	Providing and laying Liquid Seal Coat (Type A) with approved quality stone chips and bitumen binder on thoroughly cleaned black top surface, spreading screened & cleaned stone aggregates (100 % passing through 11.2 mm sieve and retained on 2.36 mm sieve) uniformly @ 0.09 m ³ of dry aggregate per 10 m ² of area using suitable means, brushing the chips, if necessary, to ensure uniformity, followed by rolling with power roller including the cost and carriage of binder and stone chips, cost of heating the binder and all other incidental charges, cost of fuel and lubricants, including hire charges of machineries, tools & plants required for construction and quality control complete as per Clause 511 of Specifications for Road & Bridge Works of MoRT&H (5th Revision). With Cationic Bitumen Emulsion(@ 15.00 kg / 10 sqm.)	995421	5850.00	M2		
8	Supply of jhama brick aggregates as per approved specification.(10% void to be deducted from the measurement)	995421	99.00	M3		
9	Supply of 40mm nominal graded stone aggregates as per specification(10% void to be deducted from the measurement).	995421	80.00	M3		
10	Supply of 20mm nominal graded stone aggregates as per specification(10% void to be deducted from the measurement).	995421	89.00	M3		
11	Supply of 13.20mm nominal graded stone aggregates as per specification(10% void to be deducted from the measurement).	995421	178.00	M3		



Encl 4

12	Supply of 5.60mm nominal graded stone aggregates as per specification(10% void to be deducted from the measurement).	995421	40.00	M3		
13	Supply of bitumen (Packed) : VG-10 (80/100)	995421	21.00	MT		
14	Transportation & carriage of stone aggregates and similar miscleoneou materials over road. .	995421	387.00	M3		
15	Transportation & carriage of bricks and similar miscleoneou materials over road. .	995421	99.00	m3		
16	Transportation & carriage of bitumen/tar and similar miscleoneou materials over road. .	995421	21.00	MT		
17	Loading, unloading and stacking by Manual Means. Loading in to trucks at the lifting point, unloading at destination, stacking properly in go downs or yard etc. as directed including carriage by head load at each of the two points. (i) Stone aggregate 40 mm nominal size and above.	995421	80.00	M3		
18	Loading, unloading and stacking by Manual Means. Loading in to trucks at the lifting point, unloading at destination, stacking properly in go downs or yard etc. as directed including carriage by head load at each of the two points. (i) Stone aggregate below 40 mm nominal size.	995421	307.00	M3		
19	Loading, unloading and stacking by Manual Means. Loading in to trucks at the lifting point, unloading at destination, stacking properly in go downs or yard etc. as directed including carriage by head load at each of the two points. (i) Bricks.	995421	99.00	m3		
20	Loading, unloading and stacking by Manual Means. Loading in to trucks at the lifting point, unloading at destination, stacking properly in go downs or yard etc. as directed including carriage by head load at each of the two points. (i) Tar, bitumen etc.	995421	21.00	MT		

Total :

Add GST :



FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 03 YEARS

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) **Details of Executed relevant jobs (During last 03 years ending on 30th Dec, 2021):**

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

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



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

Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs. In Lacs)
1	2020-21	
2	2019-20	
3	2018-19	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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

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



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



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

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



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



RESPONSIBILITIES OF CONTRACTORS OVER AND ABOVE THE STATUTORY REQUIREMENTS

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