



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डेनरीचशिपबिल्डर्सएण्डइंजीनियर्सलिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)

(भारत सरकार का प्रतिष्ठान)

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata 700024

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

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Web siteवेब:www.grse.in

CINसीआईएन: 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.निविदासंख्या:	SCC/DC/OT/ENERGY AUDIT/012/ET-1828 dt. 08.03.2022
Job Title कार्यकानाम :	“Conducting Energy Audit at GRSE(Main Unit)” to be executed as per SOTR No. Energy Audit ES/EA/01 rev. dt.24.02.2022]
Tender issuing Dept. बिभागद्वाराजारी:	Contract Cell (संविदा बिभाग) , GRSE Main Unit

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

SCHEDULEसारणी		
Bid Submission Closing Date निविदा जमा की अंतिम तिथी	29/03/2022	12:00 Hrs
Bid Opening Date (Part I) निविदा खुलने की तिथी	30/03/2022	14:00 Hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from the date of opening of Part-I bid	



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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 3 मे उदधृत)	Not applicable for this tender
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 मे उदधृत)	Not applicable for this tender
Security Deposit (SD) प्रतिभूति	3% of individual Work Order Value (inclusive of GST)
Billing Frequency बिल करने की अवधी	On completion of job
Evaluation of L1 एल1 का मूल्यांकन	On totality

ARTICLE 3 अनुच्छेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र: please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure to all sub-contracting activities

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Self-Certification for not having blacklisted (attached with NIT)
Annexure 5 संलग्नक-5	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)
Annexure 6 संलग्नक-6	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7 संलग्नक-7	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	Guideline for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in min. Rs. 100/- Non-Judicial stamp paper)



Annexure 13संलग्नक-13	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14संलग्नक-14	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15संलग्नक-15	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Format for – Non Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE 4अनुच्छेद-4:DOCUMENTS TO BE UPLOADEDअपलोडहेतुदस्तावेज:

Self-Attested documents are to be scanned and uploaded with Part I of bid बिडकेभाग-1 केसाथस्कैनएवंअपलोडहेतुस्वअभिप्रामाणितदस्तावेज		
1	MSE/NSIC certificate, if any	Yes
2	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format Annexure 3 along with documentary evidences.	Yes
3	Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at Annexure 4	Yes
4	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address etc.	Yes
5	Copies of registration with PF, ESI authorities	Yes
6	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

- In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.
- Ink Signed hard copies of all above documents to be submitted within 07 days of opening of Bid.
- Bidders should mention Unique GeM Seller ID in COMMERCIAL MATRIX.

ARTICLE 5अनुच्छेद-5:DOCUMENTS IN PHYSICAL FORM TO SUBMITवास्तविकप्रपत्रजोमाकरनेहैं:
Not applicable

ARTICLE 6अनुच्छेद - 6:JOB EXECUTION SCHEDULEकार्यनिष्पादन:

- Mobilisation Period लामबंदी अवधी**–07 days from date of placement of Purchase Order/LOA whichever is earlier and as per instruction of AGM(ES)/ nominated authority by ES dept.,GRSE for commencement of work.
- Job Starting Dateकार्य आरम्भ तिथी** –
The work is to be commenced immediately on receipt of Purchase Order/LOA and as per instruction of AGM(ES)/ nominated authority by ESdept.,GRSE.
- Job Completion date / Period of Contractकार्यसमाप्ति तिथी/अनुबन्धकासमय**–The job (Energy audit)is to be completed within 30 (Thirty) days including submission or report as detailed in SOTR.



(D) Quality Assurance Authority/Inspection Authority: AGM (ES) or his nominated officer of GRSE.

ARTICLE 7अनुच्छेद - 7:JOB EXECUTIONकार्यनिष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of AGM(ES)/ nominated officer of ES dept,GRSE is to be followed.

ARTICLE 8अनुच्छेद - 8: GURANTEE& WARRANTEEगारंटीएवंवारंटी:Not Applicable.

ARTICLE 9अनुच्छेद - 9:PRICEमूल्य:

Price quoted will be firm and fixed for the entire contract period till satisfactory completion of work. **Price is to be quoted with all taxes & duties except GST.** GST is to be indicated separately in the Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the period of contract.

ARTICLE 10अनुच्छेद - 10:ESCALATION मूल्यवृद्धि: Not Applicable

ARTICLE 11अनुच्छेद-11:UNREASONABLE QUOTESअतर्कसंगतभाव:

- 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 12अनुच्छेद - 12:OFFER VALIDITYप्रस्तावकीवैधयता:

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 13अनुच्छेद - 13:CONDITIONAL OFFERसशर्तप्रस्ताव:

Conditional offers w.r.t. SOR 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 14अनुच्छेद - 14:DETERMINATION OF L1एल-1 काचयन:

L1 bidder will be decided on lowest quoted price **in totality basis**. However, in case of loading the price due



to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article 13 above.

ARTICLE 15अनुच्छेद - 15:BOQबीओक्यू:

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 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.

BOQ as per SOTR is given below:

Sl. No.	Description	Quantity	UOM
01	Energy Audit at GRSE (Main Unit) Year 2022-23	1	LS

NB: i)UOM = Unit of Measurement, ii) LS= Lump sum

ARTICLE 16अनुच्छेद - 16:OPENING OF BIDSनिविदाखुलना:

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

ARTICLE 17अनुच्छेद - 17:MICRO& SMALL ENTERPRISESसूक्ष्मएवंछोटेउद्योग :

- 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.
- 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.
- Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

**ARTICLE 18अनुच्छेद - 18:AWARDING JOBS TO MULTIPLE BIDDERबहुलबिडरकेलिएठेकाकार्य :
Not Applicable**

ARTICLE 19अनुच्छेद - 19:ELIGIBILITY CRITERIAपात्रताकेमापदंड :

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

- The Bidder must have experience of successful completion of Energy Audit of any Govt., PSU, Private industry having installed capacity more than 12000 KW in last 05 (five) years ending on 28.02.2022. Work completion certificate and Energy audit report of previously conducted energy audits in support of above to be submitted for technical Qualification.
- For all energy audit activity, the manpower to be provided by vendor should be BEE (Bureau of Energy Efficiency, Ministry of Power, Govt. of India) certified energy auditor, BEE certified energy auditor Certificated to be enclosed in the technical bid.



Detail of Technical Eligibility criteria is as per SOTR.

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

- (B) 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 28.02.2022**. The bidder has to submit self-certification for the same along with the techno-commercial offer. If any tender holiday was issued to the bidder prior to last 03 years, a letter of revocation from appropriate authority should be submitted along with techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated. Self-certification is to be submitted as per format attached at **Annexure-4** attached with 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** 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.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractor assumes all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.



6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 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.
7. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd.Co., Sole Proprietorship Organization, Partnership firmetc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
8. A Bidder is allowed to submit only one Bid under any capacity / status.
9. Job is to be carried out as per SOTR (SOW) and instruction of the Engineer in-charge/Inspection authority as per SOTR/ GRSE.
10. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
11. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC,failing which the processing of bid will not be taken further.
12. As applicable, Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed.
13. 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%.
14. 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.
15. A Bidder is allowed to submit only one Bid under any capacity / status.
16. Difficulty in submitting the bid:
 - a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr.Ashwini Kumar Behera, Asst. Manager (ES-Technical),Mob: +919553479757, e-mail: Behera.Ashwini@grse.co.in** prior to submission of offer.
 - b) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Ms.Debalina Chowdhury, Jr. Manager (Contract),GRSE(Main Unit) e-mail: Chowdhury.Debalina@grse.co.in**
 - c) **E-mail Address for communication**संचारहेतूई. मेलपता: Vendor to provide e-mail address to enable faster communication.
 - d) **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 GRSE E-Procurement portal <https://eprocuregrse.co.in>



- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E–Procurement portal <https://eprocuregrse.co.in>; NIT document can also be downloaded from GRSE website <http://www.grse.in/index.php/tender.html>. 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 website 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 the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.

ii. Addendum/corrigendum, if any, will be hosted on 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 within the deadline for submission of Tender as finally stipulated.

iii. To give prospective Tenderers reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 21 अनुच्छेद - 21: BID REJECTION CRITERIA बिड अस्वीकृतिके मापदंडः

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

1. Bidder’s failure to furnish sufficient or complete details for evaluation of the bids within the given period depending on the deficiencies noticed in the drawings / technical data 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/SOTR.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
8. Bidder not agreeing for furnishing of the required Security Deposit (SD).
9. Bidder submitted false/incorrect documents etc.

ARTICLE 22 अनुच्छेद - 22: POST AWARD APLICABLE CLAUSES ठेकाजारी करनेकेपश्चातलागूउपधारा:

i) Security Deposit प्रतिभूतिजमा-

- 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 favoring “**Garden Reach Shipbuilders & Engineers Limited**”, within 15 days from the date of order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to 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) S.D. 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 competent authority 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.) कार्यपूर्तिप्रमाण-पत्र (डबल्यू.डी.सी.)-

Work done certificate will be issued by AGM(ES)/nominated Officer by AGM(ES), GRSE (Main Unit) to the Contractor after completion of entire job based on clear inspection report signed by Quality Assurance/Inspection Authority as detailed in SOTR. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated [in days/weeks specified therein]. Any recovery/deduction is also to be indicated on WDC.

iii) Bill Submission बिलप्रस्तुति -

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.

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

iv) Payment Terms भुगतान की शर्तें -

(i) The 100% bill amount (with full GST) will be paid after completion of job in all respect within 30 days on receipt of bill duly certified by Bill Certifying Authority AGM(ES&CM), GRSE after successful completion of entire job supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority for 100% of job done. Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour oriented mandatory liabilities of the Contractor as applicable.

(ii) Payment will be made on actual certification basis.

v) Liquidated Damages (परिनिर्धारित नुकसान)

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 GRSE Ltd.

vi) Risk Purchase जोखिम खरीद -

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

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

vii) Fire & Safety Precautions (for working inside GRSE): -

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

viii) Time of completion shall always be considered as essence of the contract / PO (कार्य समापन

अवधि निविदा का मूलतत्त्व) and cannot be extended for any reason whatsoever. However in an unlikely



situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 01 Month in advance with proper justification duly endorsed by respective Berth Officer of GRSE with commensurate recording of events in the "Hindrance Register". Please note LD will be levied for the unexecuted portion for such time extension.

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

ix) Secrecy of Information: - All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Technical information, Drawings should not be copied and should be returned to GRSE on completion of work. No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the GRSE. In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

x) Relationship between the Parties

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

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

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

xi) Survival

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

xii) Entire Contract

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

xiii) Cyber Security Secrecy

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

ARTICLE 23 अनुच्छेद - 23: SUBMISSION OF BID बिल्डकीपेशी-

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 24 अनुच्छेद 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR PERSONNEL INSIDE GRSE PREMISES – AS PER ANNEXURE-5.

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

Debalina Chowdhury
Junior Manager (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024

ANNEXURE-1

GRSE Ltd.		Conducting Energy Audit for MW unit	SOR No. Energy Audit ES/EA/01	
Yard No. :	ES Deptt. GRSE - Main Unit.		Date :	29/12/2021
Total No. of Pages: 05		Rev Date :	24 Feb 2022	Prepared by: AM(Technical)
		Checked & Approved by: AGM (ES & CM)		

1. **INTENT.** Conducting Energy audit at GRSE (Main).

2. **Scope of Work** The GRSE, Main Unit comprises of utility vehicles, machinery, industrial gas used in production departments, Bio gas plant, solar panels installed on roofs, cooking gas used in hot meal canteens, Power substations, which are of interest from energy conservation point of view. Energy audit covers performance assessment of electrical substations and power distribution network, Air conditioning systems, cooling towers, motors and drives, fans and blowers, water pumping & distribution systems, compressed air generation & distribution system etc. including study of energy consumption pattern, management of power demand, identify opportunities for saving / methods to conserve, recommendations with cost benefit analysis. The energy audit also recommend ways to improve and implement the efficiency improvements in operation / housekeeping measures and installation of energy conservation measures. The following Energy Audit structure should be made at the time of data collection and Energy Auditing.

(A) **Electrical supply and distribution system**

(a) **Objective**

- i) Transformer loss reduction by optimization.
- ii) Distribution loss reduction.

(b) **Data Collection**

- i) Inventory of all connected load including Capacitors to be recorded showing details on rated wattage / KW, operating hours.
- ii) Peak load on daily basis.
- iii) Single line diagram of the electrical supply and distribution.
- iv) 24 hours monitoring of loads with trend of Voltages, KW, KWH, Power Factor, Amps for 15 minutes interval.
- v) Feeder wise loading.

(c) **Analysis**

- i) Energy consumption pattern.
- ii) Peak load pattern.
- iii) Connected load distribution.
- iv) Energy end use pattern.
- v) Power factor pattern.

(B) **Lighting system**

(a) **Objective**

- i) Providing optimum comfort level lighting to the occupants.
- ii) Energy saving opportunities, like sensor based lighting, timer based lighting.

GRSE Ltd.		Conducting Energy Audit for MW unit	SOR No. Energy Audit ES/EA/01
Yard No. :	ES Deptt. GRSE - Main Unit.		Date : 29/12/2021
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(b) **Data Collection**

- i) Inventory of fixtures.
- ii) Lux measurement and power consumption measurement at each locations.

(c) **Analysis**

- i) Calculation of zone wise lux.
- ii) Lighting power consumption in terms of KW / fixture

(C) **AC system**

(a) **Objective**

- i) Providing optimum comfort level to the occupants.
- ii) Energy saving opportunities.

(b) **Data Collection**

- i) Inventory of air conditioners.
- ii) Sample size selection and testing of power consumption and capacity (TR) delivered under the existing weather conditions.
- iii) Air conditioned floor area.

(c) **Analysis**

- i) Calculation of zone wise tons / sq. mtr.
- ii) KW / TR of individual AC units.

(D) **Energy Bill analysis**

(a) **Objective**

- i) To estimate the opportunities for peak load savings..
- ii) Energy consumption trend.

(b) **Data Collection**

- i) Energy bills on monthly basis for last 3 years.
- ii) Peak load on daily basis.
- iii) KW, PF, KV AR, KWH on a normal full working day and beyond office hours and on holiday on half hour duration.

(c) **Analysis**

- i) Consumption trend.

GRSE Ltd.		SOR No. Energy Audit ES/EA/01	
Yard No. :	ES Deptt. GRSE - Main Unit.	Conducting Energy Audit for MW unit	Date : 29/12/2021 Rev Date : 24 Feb 2022
Total No. of Pages: 05		Prepared by: AM(Technical) Checked & Approved by: AGM (ES & CM)	

ii) Identification of the variable affecting energy consumption and development of correlation with identified variables.

(E) **Compressors, Motors, pumps, mobile DG sets, UPS, Cooling Towers etc.**

(a) **Objective**

- i) To find out exact consumption pattern.
- ii) To establish the condition of the equipment.

(b) **Data Collection**

- i) Relevant data of the each installation mentioned above.

(c) **Analysis**

- i) Consumption of the equipment.
- ii) Analysis of the measured data and establish the energy consumption.

3. **Report**

The Energy Audit Report shall be submitted in duplicate. The report should contain information including log-sheet data collected / measured data at site, analysis of data, observations, findings and recommendations for achieving energy and cost savings. The recommended energy saving measures shall be categorized as

- (a) small term
- (b) medium term
- (c) long term measures for energy conservations.

A detailed description of each energy conservation and supporting calculation along with any assumptions that are made regarding operation or equipment efficiency shall be included. The recommendations for each energy conservation measures shall be complete with full technical particulars of the equipment, life expectancy and details of manufacture etc.

4. **Equipment / Measuring Instruments**

All the equipment required for the measurement at viz Power Analyses, Pressure gauge, Digital tong tester, anemometers, thermometers etc. will have to be arranged by the firm without any extra cost to GRSE. The measurement should preferably be made in presence of GRSE personnel. All test equipment to be duly calibrated. Calibration certificates to be submitted along with the report.

5. **Technical Eligibility of vendor**

- (i) The vendor should have successfully completed energy audit of any Government, PSU, Private industry having installed capacity more than 12000 KW in last 05 years. Work completion certificate and Energy audit report of

GRSE Ltd.		SOR No. Energy Audit ES/EA/01	
Yard No. :	ES Deptt. GRSE - Main Unit.	Conducting Energy Audit for MW unit	Date : 29/12/2021
Total No. of Pages: 05			Rev Date : 24 Feb 2022
		Prepared by: AM(Technical)	
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previously conducted energy audits in support of above to be submitted for technical Qualification.

(ii) For all energy audit activity, the manpower to be provided by vendor should be BEE (Bureau of Energy Efficiency, Ministry of Power, Govt. of India) certified energy auditor. BEE certified energy auditor Certificates to be enclosed in the technical bid. Before commencement of job he/ she should report to ES Dept/ GRSE for necessary admin approval and safety measures.

6. **Vendor Scope of Supply**

- (i) **Materials & Consumables:** Consumable if any is under vendor scope of supply.
- (ii) Vendor shall arrange all equipment for Energy audit.

7. **GRSE Scope of Supply**

- (i) GRSE will provide electric power as required at free of cost.
- (ii) **Material handling equipment:** GRSE will provide material handling equipment like hand trolley and Forklift for shifting of heavy items inside GRSE premises as required at free of cost subject to their availability.
- (iii) Anything required beyond above shall have to be arranged by vendor at his cost and risk.

8. **Quality Control**

Service provider shall maintain an internal quality control program that evaluates and monitors, on a regular basis, the overall quality of its Maintenance / servicing activities and it shall ensures that (a) all the preventive maintenance activities are carried out as per schedule of Work, (b) health of machine / equipment / systems are maintained properly.

9. **Quality Inspection :**

(i) In case of emergency the service provider / contractor shall provide service beyond normal working hours' in round the clock schedule and even on holidays without any extra charge.

(ii) Work shall be executed with the best workmanship and best materials confirming to the relevant I. S. Specification and shall comply with the provisions of all relevant laws of the land, Act and the Rules framed there-under for the time being in force.

(iii) Specification: All items must confirm to Indian Standard specification wherever applicable.

GRSE Ltd.		Conducting Energy Audit for MW unit	SOR No. Energy Audit ES/EA/01
Yard No. :	ES Deptt. GRSE - Main Unit.		Date : 29/12/2021
Total No. of Pages: 05			Rev Date : 24 Feb 2022
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(iv) Inspection: Inspection authority will be AGM (ES) or his nominated officer of GRSE.

10. **Work Done Certificates:**

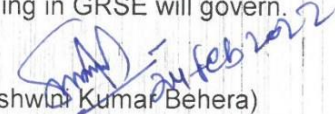
Work done certificate shall be prepared by the Service provider / Contractor and shall be placed before GRSE representatives to get it endorsed by GRSE ES Department after completion of energy audit.

11. **Delivery Schedule**

- (i) I.1 Service Provider / contractor shall commence energy audit within seven days from placement of PO/ LOI.
- (ii) Energy audit to be completed within 30 days including submission of report and Work Done Certificate.

12. **Special Terms & Conditions**

- (a) Work is to be carried out in the normal working hours (8AM to 5PM on weekdays and up to 1PM on Saturday).
- (b) All instruments and testing equipment required to carry out the job are to be arranged by the contractor.
- (c) GRSE reserve the right to reject any offer without assigning any reason and do not bind them self to accept the lowest offer. In case of non-performance of order, GRSE shall have the right to impose Risk Purchase Clause for the contract / awarded work.
- (c) Beside these, General Terms & Conditions prevailing in GRSE will govern.


(Ashwin Kumar Behera)
Asst. Manager(Technical)

Counter signed by


24/2/22
AGM(ES & CM)

Cdr. Satish Chandra Jha, IN (Retd.)
कमांडर सतीश चन्द्र झा, आई. एन (रिटायर्ड)
Addl. General Manager (ES) / सहायक महाप्रबंधक (ई.एस)
MAIN UNIT / मेन युनिट
जी.आर.एस.ई. लि./G.R.S.E. Ltd.
43/46, गार्डन रीच रोड, कोल-24
43/46, Garden Reach Road, Kol-24
Page 5 of 5



Job Title कार्यकानाम :	“Conducting Energy Audit at GRSE(Main Unit)” to be executed as per SOTR No. Energy Audit ES/EA/01 rev. dt.24.02.2022]
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STANDARD TERMS & CONDITIONS (STAC)**मानकनिबंधनऔरशर्ते (एसटीएसी)****(1) Integrity Pactसमग्रताअनुबंध(For the value of Contract more than Rs.2.0 Cr.):**

Not applicable for this tender.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit
- b) A minimum of 3% reservation will be provided for MSEs owned by women entrepreneurs out of the above 25% reservation. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded.
- c) Following facilities/benefits will be given to MSEs :-
 - (i) Issue of Tender sets free of cost.
 - (ii) Exemption for payment of Earnest Money Deposit.
- d) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s) shall be eligible for purchase preference for at least 25% of the tender quantity (subject to tender quantity being adequate and divisible for this purpose) provided the MSE matches the L1 landed cost at GRSE. To avail this purchase preference, submission of EM Part-II / NSIC / UAM / Udyam Registration certificate is mandatory failing which the benefit will not be accorded.
(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.
- e) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance with other non-SC/ST MSEs.
(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share balance of 25% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.
- f) **Non-Divisibility of Tenders:-** In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/completesupply of tendered value subject to accepting L1 rate, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned.



However contract will be awarded as per GOI policy and at discretion of GRSE.

- g) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document (Entrepreneurs Memorandum (EM Part-II) / NSIC / UdyogAadhaar Memorandum (UAM) / Udyam Registration Certificate).
- h) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE shall be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- i) All Micro & Small Enterprises are required to declare their UdyogAadhaar 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.

(3) Tender Fee (निविदाशुल्क) (Non Refundable): Not applicable for this tender

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

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

Not applicable for this tender

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to AGM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.



- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits
 - a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
 - b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
 - c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 25 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

5. **SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याजरहित):**

- i) Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring



Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of Order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

- ii) If S.D is submitted in the form of B.G then same is to be forwarded directly to our Addl. Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii) S.D. amount would be refunded / returned after successful execution of the job. Vendor is to apply for release of their SD which has to be certified by executing dept of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- iv) NSIC registered under single point may be exempted from depositing the security deposit. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate should cover the activity for which tender is issued.

6. **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)**:- If ESI & PF of the engaged laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

7. **GST REGISTRATION (जीएसटीपंजीकरण)**:- The vendor will have to submit copy of GST registration certificate (including Annexure A & B of registration certificate) along with the Technical bid.

8. **GUARANTEE PERIOD (गारंटी अवधि)**: Not Applicable

9. **PRICE (मूल्य)**:

a) Price bid need to be filled up in html format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But for break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

b) L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT.

c) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.



10. **JOINT VENTURE OR CONSORTIUM (संघटन):-** Not Applicable.

11. **SUB-CONTRACTING OF SUB-CONTRACTEDJOB(उपसंविदाकार्यकाउपसंविदा):-**

When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.

12. **EXCESS/WASTE/REJECTED MATERIALS(अतिरिक्त/बेकार/ अस्वीकृतसामग्री):-**

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

13. **FIRE & SAFETY PRECUATIONSअग्नि एवं संरक्षा सावधानियाँ-** The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed NIT/SLA. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in NIT/SLA. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

14. **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

15. **ENERGY CONSERVATION(ऊर्जा संरक्षण):-**

GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001:2018.

16. **INSURANCE(बीमा) :-** The Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to –

- Strike, Riot (SRCC), Fire, Flood, Earthquake and other natural calamities.
- Burglary and theft in contractor's premises.
- Material in transit.
- Bad workmanship and wastage / spoilage of material thereby.
- Blockage of materials in the contractors premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
- Infidelity of contractors.

17. **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:**

- One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
- Details of technical personnel deployed for the job.



- d) Monthly progress report.
- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.
- g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

18. WORKING HOURS:

The Contractor's normal working hours shall be in between 8AM-5 PM. Work may also be required to be carried out in day or night shift as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same at no extra cost.

19. INDIVIDUALITY OF THE CONTRACT:

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

20. Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.

21. SECRECY OF INFORMATION:-

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

22. REGISTRATION OF APPROVED VENDOR:

The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. . If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.

23. CONTRACT WORKMAN WAGE PAYMENT: -

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

24. In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.



25. INSPECTION:-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

26. CORRECTION OF ERRORS:

Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:

- (i) For manual tendering:-
 - a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
 - b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.
- (ii) For tendering through E-PROCUREMENT:-

Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

27. FORCE MAJEURE:-

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.



In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

28. **TERMINATION OF CONTRACT:** In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.
29. **DAMAGE OF MATERIALS / EQUIPMENTS:** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.
30. **OFFICE & STORAGE SPACE:** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.
31. **ARBITRATION (मध्यस्थता):-**
- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
 - ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
 - iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
 - v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.



vi. Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

viii. The language of the proceeding shall be in English.

32. **JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

1. For any discrepancy between NIT/SLA(Notice Inviting Tender) and STAC, NIT/SLA statement may be taken as final.

2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**
2. **Job Description:**
3. **NIT No and date:**

(A) Details of Executed relevant jobs :

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

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:

Official stamp



FORMAT OF SELF-CERTIFICATION FOR DECLARATION
(To be submitted in Company's Letterhead)

1. **Name of the Bidder:**
2. **Job Description:**
3. **NIT No. and date:**

Date:

Sub:SELF-CERTIFICATION

Dear Sir,

We hereby declare that M/s. neither been Blacklisted nor have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 (three) years ending on 28.02.2022.

2. We further declare that in case violation of declaration is detected at any stage of tender Process and during currency of contract, the order will be terminated.

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



Annexure- 5 “A”

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	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.



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.
