



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डनरीचशिपबिल्डर्सएण्डइंजीनियर्सलिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)

(भारत सरकार का प्रतिष्ठान)

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

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

Phoneदूरभाष:(033)2469-8100 to 8113, Extn. बिस्तार: 200/204

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 निविदा संख्या:	SCC/DC/OT(Press)/DEO/001/ET-1801 dt. 31.01.2022
Job Title कार्य का नाम:	"HIRING OF FIRM/AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD." to be executed as per SOTR No. GRSE/DEO/SOTR/21 (Annexure 1)
Tender issuing Dept. विभाग द्वारा जारी:	CONTRACT CELL(संविदाबिभाग), GRSE Main Unit

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

SCHEDULE सारणी		
Pre Bid Meeting बोली-पूर्व बैठक	07/02/2022	14:00 Hrs At GRSE (Main Unit)/ Virtual as feasible. (Meeting link will be forwarded to the interested bidders)
Bid Submission Starting Date निविदा जमा की प्रारंभिक तिथि	15/02/2022	14:00 Hrs
Bid Submission Closing Date निविदा जमा की अंतिम तिथि	22/02/2022	12:00 Hrs
Bid Opening Date (Part I) निविदा खुलने की तिथि	24/02/2022	14:00 Hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	120 days from the date of opening of Part-I bid	

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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिच्छेद 3 मे उदधृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 4 of STAC)बयाना राशि जमा (स्टैक के परिच्छेद 4 मे उदधृत)	INR 5,00,000/- (Rupees Five lac only)
Security Deposit (SD) प्रतिभूति	3% of individual Work Order Value (inclusive of GST)
Billing Frequencyबिल करने की अवधी	On monthly progressive basis
Evaluation of L1एल1 का मूल्यांकन	Item wise L1 bidder will be decided

ARTICLE 3अनुच्छेद-3ANNEXURES FORMS PART OF THIS TENDER निविदाकीसंलग्नकप्रपत्र: 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

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR)(attached with NIT)
Annexure 2संलग्नक-2	GRSE Standard Terms And Conditions (STAC)(attached with NIT)
Annexure 3संलग्नक-3	Format for - Integrity Pact(attached with NIT) To be submitted in Non-Judicial stamp paper of value not less than Rs.100/-.
Annexure 4संलग्नक-4	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Format for Financial Eligibility Criteria(attached with NIT)
Annexure 6संलग्नक-6	Format for Self-Certification for not having blacklisted /not received any tender holiday(attached with NIT)
Annexure 7संलग्नक-7	Check List of Statutory Responsibility of Contractor within GRSE(attached with NIT)
Annexure 8संलग्नक-8	Format for – Non Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9संलग्नक-9	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10संलग्नक-10	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11संलग्नक-11	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities))

Annexure 12संलग्नक-12	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities))
Annexure 14संलग्नक-13	Check List for Bill submission (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities))
Annexure 15संलग्नक-14	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16संलग्नक-15	Guide line for Bank Guarantee (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities))
Annexure 17संलग्नक-16	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17संलग्नक-17	Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities))

ARTICLE 4अनुच्छेद-4: DOCUMENTS TO BE UPLOADEDअपलोड हेतु दस्तावेज

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee	Yes
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD	Yes
3	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 4	Yes
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 5	Yes
7	Self-certification for not having blacklisted as per eligibility criteria – Annexure-6	Yes
8	Solvency Certificate of INR “ 60 Lakh ” from Banker to be submitted – Solvency certificate should not be 03 (three) month older than tender publish date.	Yes
10	Audited/Certified Annual Accounts and Annual Report for immediate last three financial years ending on 31st Mar’2021 in support of Financial Eligibility.	Yes
11	PAN /TAN, GST, Labour License Certificate , Registration Certificate of the Company with ROC, Partnership Deed / Memorandum and the Article of Association of the firmconfirming partners and lead partner	Yes
12	Integrity Pact (refer clause 1 of STAC at Annexure-2 and Integrity pact format attached) – Annexure-3 of NIT.	Yes
13	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
14	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

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

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

PHYSICAL SUBMISSION		
1	Tender Fee instrument	Within 03 days from opening of Part I bid
2	EMD Instrument	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	<u>Kolkata</u>
3	Integrity Pact	Scanned copy to be uploaded along with the bid & original to be submitted within 03 days from opening of Part I bid

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

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

(A) Mobilisation Period लामबंदी अवधी-07 days from the date of PO / LOA / letter by Officer In-Charge /HOD. On award of order, the Service Provider is required to position their personnel as per GRSE requirement.

(B) Tenure of Contract अवधी -The rate contract shall be valid for a period of 02 (two) years. However, it may be extended as per requirement of GRSE subject to satisfactory performance of the firm. Individual work order will be issued on yearly basis based on established rate contract as per GRSE requirement.

(C) Job Starting Date कार्य आरम्भ तिथी - Job is to be carried out within the tenure of Contract period depending on the requirement of respective dept. of GRSE. Job to be started tentatively from **April, 2022**. However, actual date of starting job will be intimated in due course.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

- (a) Successful bidder has to engage **122** eligible Data Entry Operators (DEOs) in line with the criteria indicated in SOTR/NIT.
- (b) Selection procedure of DEOs:
Suitability of candidates may be assessed by engaging department based on qualification criteria & experience indicated in SOTR.
- (c) Further, if at any point of time during the contract period, the performance of the selected DEO is found to be unsatisfactory, the successful bidder will be responsible to replace the candidate within 06 (Six) working days from the date of intimation from concerned department Head / authorized rep. of GRSE.
- (d) In case of absenteeism beyond 06 days of any person due to any reason, Service provider has to provide suitable replacement upon concurrence from concerned department Head/ authorized rep. of GRSE.
- (e) The service provider shall liable for deploying reliever forthwith in case of absence of any DEO for more than 03 days upon concurrence of concerned department head / authorized rep. of GRSE

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

- a) The total price will be determined on the basis of minimum wage & applicable statutory liabilities as given below and Service Provider/ Contractor's Administrative/Service Charges. As per Central Govt. Notification dated 28 October 2021 by Ministry of Labour & Employment, Govt. of India, the Minimum Rate of Wages (Daily) payable w.e.f. 01 Oct 2021 & the Statutory liabilities for Contract Labour are given below:

Table A (For Units in Kolkata / Howrah, Kattupalli (T.N.) & Delhi Office)

Sl. No.	Particulars	Rate per day
1.1	Daily Rate of Wages for Skilled Category [As per Minimum Wages Act, 1948 applicable in GRSE on date and revised from time to time]	795.00
1.2	Employees Provident Fund [Employers Contribution @ 13% of (1) above (incl. Admn. Charges)]	103.35
1.3	Employees State Insurance [Employers Contribution @ 3.25% of (1) above]	25.84
1.4	Bonus @ 8.33% of (1)	66.22
1.5	Annual Leave with Wages (01 day paid leave for every 20 working day)	39.75
TOTAL (Rs.)		1030.16

Table B (For DEP Ranchi Unit)

Sl. No.	Particulars	Rate per day
1.1	Daily Rate of Wages for Skilled Category [As per Minimum Wages Act, 1948 applicable in GRSE on date and revised time to time]	724.00
1.2	Employees Provident Fund [Employers Contribution @ 13% of (1) above (incl. Admn. Charges)]	94.12
1.3	Employees State Insurance [Employers Contribution @ 3.25% of (1) above]	23.53
1.4	Bonus @ 8.33% of (1)	60.31
1.5	Annual Leave with Wages (01 days paid leave for every 20 working day)	36.20
TOTAL (Rs.)		938.16

Canteen allowance - The service provider is also required to provide canteen allowance as per GRSE existing rate @ **Rs. 10/-** per person per working day or in any such rate as increased by GRSE.

Bidders have to pay their engaged workmen as per the details mentioned above & the same is to be maintained. Any revision of minimum wages as well as statutory liabilities has to be considered during payment of the wages to the engaged DEO.

- b) In case of engagement of DEOs, in overtime hours, service provider is required to make overtime payment as per the Minimum Wages Act 1948. [Refer SOTR]
- c) Vendor has to quote for the Administrative /Service Charge in terms of per head per day basis over and above the cost of payable amount for engagement of their workmen for normal working hours. No Administrative or Service Charge shall be applicable for OT hours.
- d) It may be mentioned that canteen allowance as indicated in SOTR to be borne by the Service provider/Vendor only without any additional cost to GRSE.
- e) Admin/Service Charge that to be quoted by Bidder shall include cost of canteen allowance, supervision, profit, overhead, admin charge etc. required for smooth execution of job over the cost of daily labour wage.

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि -As per Central Govt. Notification by Ministry of Labour & Employment, Govt. of India, the minimum rate of wages are revised twice in a year in the month of April & October in general. Accordingly, the vendor has to ensure to comply with the disbursement of payment at revised rate. Revision of price in this regard to comply with the Govt. guideline will be taken care by GRSE through order amendment on half-yearly basis or in case of intermittent revision as a special case, if any, from the issuance of order. However Administrative/Service Charge payable per unit of measurement shall remain firm & fixed for entire period of contract.

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -

- i. In case Administrative or Service Charge quoted by any Bidder is found “**ZERO or NEGATIVE**” then the quote will be considered as unreasonably low and then such bid will be considered as cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy. In such case after cancellation of unreasonably low bids, next higher eligible quote will be considered as L1.
- ii. In case Administrative or Service Charge quoted by L-1 Bidder is “**POSITIVE**” but found to be low and/or the bidder express desires to withdraw bid 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.
- iii. In case the L1 Bidder agrees to take-up the job with such unreasonable low quote, 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 and punitive action will be taken in line with the provision as per GRSE Vendor policy.
- iv. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 03 years.

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. 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 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन -

Item Wise L1 bidder will be decided separately for (i) GRSE Kolkata/Howrah unit;(ii) for DEP Ranchi unit;(iii) for Kattupalli, and (iv) for Delhi Office on lowest quoted rate on per day total cost inclusive of Administrative/Service Charges. GST will be paid extra as applicable.

ARTICLE 15 अनुच्छेद-15: BOQबी ओ क्यु -

(a) The number of DEO's to be engaged in different units/departments of GRSE will be around **122 heads / day**. It may vary ($\pm 10\%$) according to actual requirement of GRSE during the validity period of rate contract. Department / Section wise initial requirement is detailed below:

SL.	Department & Sections	Required Manpower
1	Main Works(Office, Production, & Yard/s)	13
2	YM	1
3	Civil	1
4	Commercial Department – Contract Cell	5
5	Commercial Department – NCM & Purchase	8
6	Commercial Department – Store	5
7	PMT-P17A	2
8	PP&C	8
9	Finance	9
10	QA	2
11	VD, IE&P	5
12	WOT	4
13	HR	5
14	Admin	1
15	Transport	3
16	Security Department	2
17	ERP	1
18	Medical	2
19	ES Dept.	1
20	GM(Design)'s Office,CDO, inc. CE&C 61 Park	7
21	CP&CC	2
22	Engg. dept. (61 Park-BB)	4
23	FOJ Production incl. WOT Office, GM(FOJ) office	7
24	RBD	5
25	Taratala Unit	10
26	DEP Ranchi (Production, Admin & Finance)	7
27	Kattupalli, Tamilnadu	1
28	Delhi Office	1
	Total	122

Note: The requirement mentioned above is however indicative and if required, the vendor may be required to increase / decrease the no. of data entry operators to be deployed for which prior intimation would be given by 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 (TNC/CNC) by GRSE. Price bid of only those who qualify techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES 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 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 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य

- (i) For Kolkata / Howrah region: - GRSE intends to engage 02 service providers at established rate. The established rate with L1 bidder will be offered to other bidders as per their chronological ranking based on their quoted price (L1, L2/L3/L4...) and by distributing the job in the ratio of **60:40**. The number of vendor for engagement in parallel will be at the sole discretion of GRSE.
- (ii) For other 03 regions (Ranchi; Kattupalli & Delhi), distribution of job is not applicable.
- (iii) However, in case of requirement / poor performance by engaged vendors, other qualified bidders may also be engaged for execution of job at established rate to meet the GRSE requirement.

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

A) Technical Eligibility Criteria of the Service Provider/Bidder - AS per SOTR as follows:

- a) Bidder should have their Registered Office or Branch Offices for not less than 03 continuous years since 2019 in following locations to provide service:
 - i) For Kolkata/Howrah & Ranchi Unit: -Bidder's office should be in districts like Kolkata / Howrah / North 24 Parganas / South 24 Parganas.
 - ii) GRSE(PMT office), Kattupalli :- Bidder's office should be in Kattupalli/ Chennai
 - iii) Delhi Office: - Bidder's office should be in Delhi
- b) Bidder should have a legal status e.g. Proprietorship Firm / Partnership Firm / Company having legal entity having all statutory licenses such as trade-license, labour-licenses for engagement of DEOs on contracts in different organizations, GST and other registration certificates, as applicable etc.
- c) The agency/firm (Bidder) should be registered with the Appropriate Authorities under The Employees Provident Fund Organization and Employees State Insurance Corporation.

- d) The service provider / contractor should have at least 03 years' of continuous experience during the period of last 05 years' ending on 31.12.2021, of engaging at least 50 nos. Data Entry Operators (DEOs) through a single or multiple contracts for execution of Data Entry job / SAP related work in following organizations:-
- (i) Any Central / State Government Organization / PSU
OR
(ii) Autonomous bodies / large scale reputed Private Sectors having minimum strength of 500 regular manpower.

The service provider / contractor should submit a list of similar works executed during last 05 years and/or list of similar works under execution in last 05 years along with all supporting documents (e.g. Signed copies of Work Order, Work Completion Certificate, and Performance Certificate etc.) All documentary evidences to be submitted with **Annexure-4 attached with the NIT.**

B) Financial Eligibility Criteria वित्तीय मापदंड -

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

- i. Bidder's average Audited/certified Annual financial turnover **during last 03 financial years ending on 31.03.2021** should be at least **Rs. 1.50 Crore** [Audited Balance Sheet and Profit & Loss Account of the company for last 3 (three) **FY ending on 31.03.2021** need to be submitted in support of above requirement].
- ii. Bidder shall provide Solvency Certificate for a sum of not less than **Rs. 60 lac** from their banker (**any scheduled bank** other than co-operative bank).
Please note Solvency certificate should not be 03 (three) month older than tender publish date.

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

- C)** The bidder should give self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during **last 03 years ending on 31.12.2021.** 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-6 attached with the NIT.**

Note: - Documents mentioned in above clauses to be submitted with Techno-commercial bid without which submitted offer will liable to be rejected for processing of tender. GRSE reserves the right to independently verify the submitted self-certification of any bidder. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

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 of 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 days 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. **Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)**

Either or both of the following Independent External Monitors will have the power to

access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

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

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

7. **Integrity Pact (समग्रताअनुबंध):**The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-4. The "Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every pages. [Please refer guideline for IP in STAC (Sl.-1) in GRSE website/ Annexure-2 of the tender]
8. 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 etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
9. A Bidder is allowed to submit only one Bid under any capacity / status.
10. Job is to be carried out as per SOTR and instruction of the HOD/ Inspection authority of individual dept.
11. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Shoumak Laha, Mgr.(HR), Mob: +91 9163331744**, e-mail: Laha.Shoumak@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, JM(Contract),GRSE(Main Unit)** e-mail: Chowdhury.Debalina@grse.co.in / **Mr. Ritwik Mandal, DGM(Contract);** e-

mail: Mandal.Ritwik@grse.co.in; Mob: 9163331715.

- c. . Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SR. MGR(Purchase/E-Procurement, GRSE), e-mail/ Palit.Saraswata@grse.co.in** Mob: 9903779626, GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

12. **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 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 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 upto 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.

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 who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.
11. Bidder not submitting Integrity Pact as per requirement of the tender.
12. Bidder submitted false/incorrect documents etc.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करनेके 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 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.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) -

Work Done Certificate will be issued from individual department by nominated officer of the department based on following document:-

- (a) Copy of attendance register for respective month duly certified by Supervisor of Service provider and verified by authorised rep. of GRSE.
- (b) Any penalty/deductions required for the period of service has to be included in W.D.C.

iii) Bill Certifying Authority बिल प्रमाणन प्राधिकार :

Bill to be certified by HOD of individual department/his nominated representative.

iv) 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.

v) Payment Terms भुगतान की शर्तें:

- a. The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it (if any) and Work Done Certificate to be duly signed by respective authority of engaging dept. of GRSE.

Bill(s) to be certified based on following documents:

- (i) Certified WDC
- (ii) Copies of bank statement for payment of wages to the engaged manpower.
- (iii) Copies of monthly Salary Slip / Pay Slip issued to the engaged manpower.
- b. 100% payment with GST will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by bill certifying authority & supported with satisfactory Work Done Certificate and on clearance of ESI & P.F. liabilities from the concerned department of GRSE.
- c. Payment will be made on actual certification basis.

vi) Penalty:-

- a. In case of absenteeism / non-appointment of DEO for consecutive 03 days at a time, then Service Provider will have to provide temporary replacement within 06 days of intimation from user department.
Any delay on the part of the vendor for providing suitable replacement DEO and resulting in work-hindrances shall be viewed seriously and penalty will be levied @ **150%** per head per day charge till such suitable replacement is provided by the vendor.
- b. In the event, it is found that the service-provider defaults in making wages payment or remitting monthly contribution towards ESI or PF for more than 03 times in a year (as detailed in SOTR), penalty will be levied @ 1% of the total monthly bill value for each defaulting month for statutory non-compliance.

vii) Risk Purchase जोखिम खरीद

In case the performance of the service provider is not satisfactory and the contractor fails to comply with GRSE requirement, GRSE reserves the right to get the work done by alternative source at the risk and cost of contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any

excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

viii) Working Hours

Normal working hours in GRSE is 08 AM to 05.06 PM and on Saturday 08 AM to 01.06 PM. If there is exigency to work beyond normal working hours, over time may be permitted with prior approval from concerned HOD and subsequent concurrence from concerned GM / CGM.

ix) Fire & Safety Precautions: -

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 non-use 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.

x) 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.

Declaration on secrecy of information (as per GRSE format) may require to be submitted for deployed DEO by the Contractor along with NDA as per requirement of GRSE.

xi) 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.

xii) 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.

xiii) 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.

xiv) 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 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: CONTRACT WORKMAN WAGE PAYMENT-

- a. Contractor is liable for payment of PF, ESI to their engaged workmen and for other labour oriented mandatory liabilities as applicable for the job.
- b. The Contractor has to comply with the minimum wages & statutory liabilities (as revised time to time) of the engaged manpower applicable for the job.
- c. Payment of wages to the contractor's employee should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-7 AND AS DETAILED IN SOTR AT ANNEXURE-1.

ARTICLE 27 अनुच्छेद 27: PRE BID MEETING बोलीपूर्व बैठक -

A pre-bid meeting will be held on **07.02.2022 at 14:00** to discuss the detail scope of work of the tender. Vendors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by **05.02.2022** 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 following mail IDs:

- i) Ritwik Mandal, DGM(Contract) through mail (e-mail ID – mandal.ritwik@grse.co.in)
- ii) Debalina Chowdhury, JM(Contract) Mail ID - chowdhury.debalina@grse.co.in and dlinachowdhury@gmail.com

Ritwik Mandal
DGM (Contract)
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road, Kolkata – 700 024
Mobile: +91 9163331715

 GRSE LTD	<u>SOTR FOR HIRING OF FIRM/AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD.</u>	SOR Ref. No.:- GRSE/DEO/SOTR/21
		Sheet 1 of 7
Date:- 21 JAN 2022	Prepared By:-S. LAHA MANAGER (HR) / CL & IR	Checked By:-LIPI DAS, AGM (ER & A)
	Verified by: GM (HR & A)	Approved by: DIRECTOR (PERSONNEL)

1. GRSE Ltd. is one of the premier Defence Shipyards enjoying the **Mini Ratna, Category – I** status and significantly contributing to the defence preparedness of the country by building sophisticated and state-of-the-art warships.

2. GRSE Ltd. intends to engage Company / Firm / Agency to provide services for Data Entry Work, work in SAP environment. The Company / Firm / Agency will be responsible to provide sufficient man power for timely execution of data entry job in Company's various departments / Sections of Units as & when required.

3. The Company / Firm / Agency will be required to depute on a daily basis around **122 Nos.** of qualified and experienced **Data Entry Operators(DEOs)** to perform services related to Data Entry, work in SAP and other Office work.

4. The requirement mentioned above is however indicative and if required, the vendor may be required to increase / decrease the no. of data entry operators to be deployed for which prior intimation would be given by the Company.

5. **Scope of Work:**

(i) Overall responsibilities of the data entry operators will include collecting, entering and maintaining accurate, up-to-date data / records in databases and maintaining accurate records of valuable Company's information in its IT systems / SAP and other records & registers.

(ii) Such personnel deputed by the Company / Firm / Agency will be required to perform the following jobs,

- a) Data Entry & Data Verification / Data Validation / Reconciliation.
- b) Data entry by inputting text based and numerical information from source documents in MS Word / MS Excel / MS PowerPoint etc. in timely manner.
- c) Work related to data entry and data output in respect of various modules of SAP systems.
- d) Compile, verify accuracy and sort information according to priorities to prepare source data for computer entry
- e) Review / cross check data for deficiencies or errors, correct incompatibilities, if any, and check output to ensure accuracy.
- f) Apply data program techniques and procedures / initiate time saving methods.

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- g) Maintenance and Filing of Records and other related administrative / commercial/ Accounts & Finance related work.
- h) Maintain reports in proper MIS format as per direction. Generate MIS reports from SAP system / from MS Word, MS Excel etc. and file / store completed work / documents (soft and hard copies) in designated locations with proper backups.
- i) Scanning / digitisation of documents, create photocopy of documents, print files etc. as and when required.
- j) General correspondence and typing office memos, letters etc. in English as well as Hindi and Bengali. Creation / Sending of E-mail, intra mail
- k) File Maintenance / Record Maintenance activities.
- l) Comply with data integrity and security policies of the Company and adhere to data confidentiality policies.
- m) Ensure proper use of office equipment and report any malfunctions and do minor troubleshooting.
- n) Any other work as assigned time to time by the concerned department where the DEO is attached to.

6. Technical Eligibility Criteria of the Service Provider (Company / Firm / Agency etc.)

- (a) It should have their Registered Office or Branch Offices for not less than 03 continuous years since 2019 in following locations to provide service:
 - i) For Kolkata/Howrah & Ranchi Unit: -Bidder's office should be in districts like Kolkata / Howrah / North 24 Parganas / South 24 Parganas.
 - ii) GRSE(PMT office), Kattupalli :- Bidder's office should be in Kattupalli/ Chennai
 - iii) Delhi Office: - Bidder's office should be in Delhi
- (b) It should have a legal status e.g. Proprietorship Firm / Partnership Firm / Company having legal entity having all statutory licenses such as trade-license, labour-licenses for engagement of DEOs on contracts in different organizations, GST and other registration certificates, as applicable etc.
- (c) The agency / firm should be registered with the Appropriate Authorities under The Employees Provident Fund Organization and Employees State Insurance Corporation.
- (d) The service provider / contractor should have at least **03 years'** of continuous experience during the period of last 05 years ending on 31.12.2021, of engaging at least 50 DEOs in any Central / State Govt. Organization, PSU, reputed Private Organization, autonomous bodies having minimum strength of 500 regular manpower, through a single or multiple contracts for execution of Data Entry job / SAP related work.

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(e) The service provider / contractor should also submit lists of similar nature of work executed during last 05 years and/or list of similar works which are still under execution in last 05 years along with all supporting documents (e.g. signed copies of Work Order, Work Completion Certificate, and Performance Certificate etc.).

Note:- During the Technical Negotiation, if it is observed that the firm does not have adequate manpower or does not possess the requisite eligibility criteria **as stated at Para 6 (a) – 6 (d) above**, GRSE reserves the right to reject the Technical Offer / bid of the concerned firm / agency.

7. QUALIFICATION & EXPERIENCE OF THE DATA ENTRY OPERATORS TO BE DEPUTED BY THE SERVICE PROVIDER:


Data Entry Operators to be deployed in GRSE by the service provider should possess following qualification and experience,

(a) Essential	<p><u>(a) Educational Qualification:</u> Graduate from any University or Diploma in Engineering from Institute recognized by the State Govt. or Central Govt. or AICTE (any field).</p> <p><u>(b) Technical Qualification:</u></p> <p>(i) Have a minimum speed of data entry of 6,000 key depressions per hour. Proficient in MS excel & PPT.</p> <p>(ii) Should have Diploma in Computer Application / BCA / Certificate in Computer Application / ITI Certificate in COPA / PASSA trade. The above qualifications should be from Institute recognized by the State Govt. or Central Govt. or AICTE. (This requirement will not apply to candidates who have Computer Science/Computer Application in their Graduation level subjects).</p> <p><u>(c) Other Eligibility Criteria:</u></p> <p>(i) Should have good knowledge of English and should be well-versed to understand and communicate in English, Hindi and Bengali.</p> <p>(ii) Age: Not more than 50 years or less than 18 years, as on 01 April 2022.</p>
(b) Desired	<p><u>Experience:</u></p> <p>(i) The candidate having knowledge in SAP module of MM, SD, HR, PP, FICO etc. and undertaking procurement through GeM portal is preferred.</p> <p>(ii) Preferably 01/02 years' experience in data entry jobs in MS Office (Word, Excel, Power Point)</p>

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8. General Terms & Conditions:

- a. The service provider should be able to supply at least **122 nos. of Data Entry Operators** per day.
- b. The service provider should also provide adequate staff for supervision and control of their personnel. Normally the service provider should **provide 01 Supervisor for every 20 DEOs.**
- c. GRSE reserves the right to verify/test the knowledge / assess the technical ability (on MS Office, SAP etc.) of the DEOs prior to their formal induction in the Company.
- d. The Company/Firm/Agency must ensure engagement of Data Entry Operators as per the qualification and experience criteria stated at Para: 6 above.
- e. During execution of the contract, the service provider should to depute requisite number of DEOs on any day and should be ready to provide reliever forthwith in case of absence of any DEO for more than 03 days.
- f. **Statutory Compliances** –
 - (i) The service provider / contractor must ensure strict compliance of all statutory provisions such as The Contract Labour(R&A) Act, 1970 and The Central Rules framed thereunder, The Factories Act, 1948 and The West Bengal Factories Rules, 1958, The Minimum Wages Act 1948, The Payment of Wages Act 1936, The EPF& Misc. Prov. Act 1958, ESI Act, 1948, The Payment of Bonus Act 1965, The Employees' Compensation Act, 1923 etc. and new Govt. directives, if any, in respect of all DEOs those are to be deployed in GRSE. The DEOs will be paid Central daily rates of minimum wages under the **skilled** category of workmen, as per The Contract Labour (R&A) Act, 1970.
 - (ii) The Service provider shall issue Employment Cards (as per the statute) stipulating proper terms and conditions during engagement of their DEOs in GRSE and should also provide statutory Service Certificate during expiry of the contract or termination of employment of DEOs.
 - (iii) The service provider should issue wage-slips (as per the statutory format) to their DEOs at least 02 days prior to disbursement of monthly wages.

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	Verified by: GM (HR & A)	Approved by: DIRECTOR (PERSONNEL)

(iv) Payment of monthly wages—Monthly attendance sheet / Work Done Certificate (WDC) i.r.o each DEO are required to be submitted by the firm's Supervisors / authorized personnel and verified by the respective user departments. Based on the above attendance certification, disbursement of monthly wages of the DEOs are to be made. The service-provider should maintain statutory wages-payment register (in *Form – Bformat*), monthly attendance register (*in Form – D format*) as stipulated under The Contract Labour (R & A) Act, 1970 and submit related forms, statements issued by the bank substantiating crediting of monthly wages into individual DEO's account. Such payment related documents should be submitted to the In-charge of Central Contract Labour Cell, Main unit and to Unit HR Officers for other units after disbursement of monthly wages. **Under no circumstances, monthly wage payment date should exceed the 7th day of the following month.** Payment of monthly wages should be through ECS / NEFT only. No other mode of payment of monthly wages will be given cognizance.


(v) Remittance of monthly contribution towards ESI & PF - The service-provider should deposit monthly contributions towards ESI & PF i.r.o all DEOs **within 15th day of the following month** and submit PF & ESI challans / ECRs substantiating remittance of monthly contribution towards ESI & PF to In-charge of Central Contract Labour Cell, Main unit and to Unit HR Officers for other units.

(vi) In the event, it is found that the service-provider defaults in making wages payment or remitting monthly contribution towards ESI or PF **for more than 03 times in a year**, penalty will be levied @1% of the total monthly bill value for each defaulting month of statutory non-compliance. During execution of the contract, GRSE reserves the right to terminate the contract with immediate effect, without assigning any reason whatsoever, including forfeiture of the SD amount and may go to extent of blacklisting the service-provider in participating any future tender of GRSE. **(Note: Approaches for penalty, tender holiday and blacklisting)**

(vii) Payment towards Earned leave, Bonus, retrenchment compensation, overtime and holidays –

(a) Earned Leave - The service provider is required to make payment of earned leave amount, i.e 01day full wages for every 20 days of work to every DEO as per the statutory provisions.

(b) Bonus payment – The service provider is required to make annual bonus payment of minimum 8.33% of the annual gross wages. Such payment should be made through ECS / NEFT and the *Form – C* register, as per The Payment of

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	Verified by: GM (HR & A)	Approved by: DIRECTOR (PERSONNEL)

Bonus Act, 1965 should be submitted along with bank statements for substantiating the payment.

- (c) Payment towards Overtime and Holidays - In case a DEO is required to be deployed on overtime, the service provider is required to make overtime payment as per The Min. Wages Act, 1948. Such payment towards overtime should be clearly mentioned in the wages payment register (*Form – B of The Contract Labour (R & A) Act, 1970*).

Holidays - The service provider is also required to make wages payment for holidays, i.e, at least for 03 National Holidays, i.e *Republic Day, Independence Day and Gandhi Jayanti*. The DEOs are entitled to full wages on the days of absence for exercising their Universal Adult Franchise in his / her Constituency subject to submission of relevant proof of casting his / her vote.

- (viii) Canteen allowance - The service provider is also required to provide canteen allowance as per the existing rate @ Rs. 10/- per person per week days or in any such rate as increased by the Management.

(g) The service provider shall ensure that its personnel should maintain discipline, punctuality and office decorum.

(h) The service provider must ensure completion of obtaining of Police clearance certificates (PCC) / Police verification certificates (PVCs) i.r.o each DEO prior to their deployment inside GRSE.

(i) The DEOs should have reasonably pleasant demeanour, sound health, and the service provider must submit medical fitness certificate duly signed by a Doctor registered with Indian Medical Council for each DEO to be deployed in GRSE.

(j) **Working Hours and Attendance**

- (i) Monday to Friday: 08:00 hrs. – 17:06 hrs.
Saturday: 08:00 hrs. – 13:06 hrs.

(ii) Verification of monthly attendance - Supervisors of the service provider will be responsible to maintain attendances of all DEOs as per the statutory attendance register format (*Form – D*) stipulated under The Contract Labour (R & A) Act, 1970.

GRSE LTD 	<u>SOTR FOR HIRING OF FIRM/AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD.</u>	SOR Ref. No.:- GRSE/DEO/SOTR/21
		Sheet 7 of 7
Date:- 21 JAN 2022	Prepared By:-S. LAHA MANAGER (HR) / CL & IR	Checked By:-LIPI DAS, AGM (ER & A)
	Verified by: GM (HR & A)	Approved by: DIRECTOR (PERSONNEL)

(k) The Service Provider is required to expeditiously resolve any dispute, grievances of their DEOs arising in relation to The ID Act, The CLRA Act, The EPF& MP Act, The Payment of Bonus Act, The Minimum Wages Act and The Payment of Wages Act or any other Acts, as applicable. GRSE reserves the right to terminate the contract of the service provider including forfeiture of the SD amount in the event any legal proceeding is initiated by the Appropriate Authority against GRSE for any act omission / commission on the part of the service-provider.

(l) In case of revision in the Central Govt. rates of minimum wages, the service provider shall ensure payment of wages and also deposit contribution towards PF & ESI as per the revised Central Govt. minimum rates of wages.

(m) Frequent absenteeism, late coming, slow pace of working, incorrect output, wastage of stationery items, indecent behaviour, insubordination, inexperience in working system etc. by the concerned DEO will be construed as inefficiency and will call for immediate replacement of the DEO. GRSE reserves the right to ask for change of personnel at any point of time and the same shall be replaced with suitable and qualified DEO (as stated at Para: 1 above) by the vendor within 06 working days. Any delay on the part of the vendor for providing suitable replacement DEO and resulting in work-hindrances shall be viewed seriously and penalty will be levied @ 150% per day till such suitable replacement is provided by the vendor.

ANNEXURE-2

NIT No निविदा संख्या:	SCC/DC/OT(Press)/DEO/001/ET-1801 dt. 31.01.2022
Job Title कार्य का नाम:	"HIRING OF FIRM/AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD."

STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

(1) Integrity Pact समग्रताअनुबंध(For the value of Contract more than Rs.2.0 Cr.):

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

"The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract".

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/- . The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid UdyogAadhar 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
- 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.
- 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 the balance 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/complete supply of tendered value, 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 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

- 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) बयानाजमा (ब्याजरहित)

- 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 GM (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 (ब्याज रहित):

- 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 site clearance. 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 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 and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge 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 up to the monetary limit for which the unit is registered. 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 / EM Part-II should cover the activity for which tender is issued.
- (6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ 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 (जी एस टी पंजीकरण)** :- 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-CONTRACTED JOB (उप संविदा कार्य का उप संविदा) :-**
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/ अस्वीकृत सामग्री) :-**
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 PRECAUTIONS (अग्नि एवं संरक्षा सावधानियाँ) -** The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –9. 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 ANNEXURE –10. 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 व्यावसायिकस्वास्थ्य 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 –
a) Strike, Riot (SRCC), Fire, Flood, Earthquake and other natural calamities.
b) Burglary and theft in contractor's premises.
c) Material in transit.
d) Bad workmanship and wastage / spoilage of material thereby.

- e) Blockage of materials in the contractors premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
- f) Infidelity of contractors.

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor / recovered from their dues.

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

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
- c) 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-5.06 PM (as indicated in SOTR/NIT). 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) **SECURITY 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) GRSE 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 (Notice Inviting Tender) and STAC, NIT 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.

INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2022.

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"

and

M/s..... having registered office address _____ hereinafter referred to as "the Bidder/Principal Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ (Job)
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s)/ or Principal Contractors (s) in consideration of the Contract awarded to GRSE by Indian Navy, Government of India.

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Principal mentioned above.

Section 1- Commitments of the Principal

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential /additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contact execution.
- c. The Principal will exclude from the process, all known prejudiced persons.

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Principal Contractor(s)

[1] The Bidder(s)/Principal Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- a. The Bidder(s)/ Principal Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The Bidder(s)/Principal Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- c. The Bidder(s)/Principal Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Principal Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Principal Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Principal Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Principal Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.
- e. The Bidder(s)/Principal Contractor(S) will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries or any other person in connection with the award of the contract.

[2] The Bidders(s)/ Principal Contractor(s) will not instigate third persons to commit offences, outlined above or be an accessory to such offence.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Principal Contractor(s) before award or during execution has/have committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Principal Contractor(s) from the tender process or take action as per the extant procedure of the Principal.

Section 4- Compensation for Damages.

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Principal Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

1) The Bidder declares that no previous transgressions has occurred for them in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

Section 6- Equal treatment of all Bidders/Principal Contractors/Sub-Principal Contractors.

1) The Bidder(s)/Principal Contractor(s) undertake(s) to demand from all sub-Principal Contractors a commitment in conformity with this integrity pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Principal Contractors and Sub-Principal Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section -7- Criminal charges against violating Bidder(s) Contractor(s)/Sub- Contractor(s)

If the Contractor obtains knowledge of conduct of a Bidder, Contractor or Sub-Principal Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub Contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

1) The Principal appoints competent and credible Independent External Monitor (Monitor) for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2) The Monitor is not subject to instructions by the representative of the parties and perform its functions neutrally and independently. The Monitors report to the Chairman, GRSE.

3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Principal Contractor. The Principal Contractor will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Sub Principal Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Principal Contractor(s) /Sub Principal Contractor(s) with confidentiality.

4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Principal Contractor, The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or believes to notice, a violation of this pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to it by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

7) The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.

8) If the Monitor has reported to the Chairman GRSE, a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word `Monitor' would include both Singular and plural.

Section 9- Pact Duration:

This pact begins, when both parties have legally signed it. It expires for the Principal Contractor 18 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of GRSE.

Section 10- Other provisions:

- 1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
Contractor)

(For & On behalf of the Bidder/Principal
(Name, designation, official seal)

Place.....

Place.....

Date

Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)



FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) **Details of Executed relevant jobs :**

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	Bearing Capacity of man power engagement	Work completion certificate Ref. No. & date (<i>Supporting soft or, hard copy to be submitted</i>)

(Signature of Authorized Representative)

Date:

Name:

Designation:

Official stamp

Note: Please add additional pages if required.



ANNEXURE-5

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

- 1. Name of the Bidder:**
- 2. Job Description:**
- 3. Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

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

B. Detail of Solvency certificate:

Reference no. of certificate	Name of bank, Branch	Amount of Solvency (Rs.)

(Signature of Authorized Representative)Date:

Designation:

- Note: i) Audited reports for above FY to be submitted as supporting documents.
ii) Banker's letter confirming solvency to be submitted as detailed in Article-19**



ANNEXURE-6

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

1. **Name of the Bidder:**

Date:

2. **Job Description:**

3. **Tender Reference:**

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 31.12.2021.

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-7 "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	<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.



Annexure- 7 "B"

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.
