



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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

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

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CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited, a **leading Warship Builder and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors 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/AC/OT(Press)/Painting (Above Bilge)/004/ET-1802. Dated: 17/01/2022
Job Title कार्य का नाम:	"Biennial Rate Contract for System Coat Painting of Machinery Compartments(Above Bilge), Dry & Wet Compartments"
Tender issuing Dept. विभाग द्वारा जारी:	Contract Cell (संविदा विभाग)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	18/01/2022	12:00 Hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	07/02/2022	12:00 Hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	09/02/2022	14:00 Hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	120 days from date of opening of Tender (Part – I)	



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

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/- (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	INR 4,50,000/- (Rupees Four Lakhs Fifty Thousand Only)
Security Deposit (SD) प्रतिभूति	3% of individual Work Order Value (inclusive of GST)
PBG पी बी जी	3% of individual Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधि	On Monthly Progressive basis
Evaluation of L1 एल1 का मूल्यांकन	In Totality

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नित परिच्छेद :

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 3 संलग्नक-3	Format for – Bank Guarantee Format for EMD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 4 संलग्नक-4	Format for Technical Eligibility Criteria
Annexure 5 संलग्नक-5	Format for Financial Eligibility Criteria
Annexure 6 संलग्नक-6	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 7 संलग्नक-7	Format for – Disclosure by Contractor of existing work load and proposed execution plan of this tendered job
Annexure 8 संलग्नक-8	Price Escalation Details Guideline
Annexure 9 संलग्नक-9	Format for – Non Disclosure Agreement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



Annexure 12 संलग्नक-12	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 17 संलग्नक-17	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 18 संलग्नक-18	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

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

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज	
SL	DESCRIPTION
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD
3	Technical Acceptance format as available with NIT after being downloaded and filled up
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up
5	Bid security Declaration as per – Annexure-3
6	Documents meeting the Technical Eligibility Criteria as per format at Annexure 4
7	Documents meeting the Financial Eligibility Criteria as per format at Annexure 5
8	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31 st Mar'21 in support of Financial Eligibility.
9	PAN /TAN , GST , Labour License Certificate , Registration Certificate of the Company with ROC
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner.
11	Copies of registration with PF, ESI authorities.

- a) Registered Vendors with GRSE need not upload documents at Sl. 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.
- b) Bidders have to indicate Unique GeM Seller ID in the COMMERCIAL MATRIX or prior to opening of price bids, failing which price bid of the bidder shall not to be opened for further processing.



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

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>

Note: Above mentioned original Negotiable Instruments as stipulated, to reach the office of Addl. General Manager, Contract Cell, GRSE Main Unit, within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).

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

(A) Tenure of Contract संविदा कार्यकाल- The rate contract will be valid for a period of **02 (Two) Years** from the date of placement of rate contract order. The contract period may be extended for a further period of 01 year. If the job is not required by GRSE, the Rate Contract period may be reduced also.

(B) Mobilisation Period लामबंदी अवधी- 03 days' from date of placement of LOA/Purchase Order will be given for commencement of work.

(C) Job Starting Date कार्य आरम्भ तिथी - Job is to be started immediately after mobilization subject to availability of site clearance, materials and drawings.

(D) Job Completion Schedule कार्य समाप्ती तिथी - Time is the essence of this Contract.

The Job completion schedule will be as per para (18) of SOTR (Annexure I) subject to availability of site clearance, materials and drawings. The completion schedule will be communicated to the contractor by PL/Paint shop officer before starting the job and the contractor has to complete the job within specified schedule.



ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR No: 23/C/37/08-21 Dated 27.09.2021 (Annexure I), Drawings, GRSE requirement and in case of doubt, instructions of the Engineer-in-charge/ PL OR their nominated representative are to be followed.

ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTY गारंटी एवं वारंटी -

Guarantee / Warranty is applicable for a Period of **12 (Twelve) months** from the date of final Inspection of the job. Workmanship will be guaranteed for satisfactory performance for a period **Twelve months**. Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed till validity period of Contract excluding GST. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances till valid of contract

ARTICLE 10 अनुच्छेद-10: ESCALATION मूल्य वृद्धि -

No escalation whatsoever will be considered under any circumstances within the **02 (Two) years** of Contract period. However, in case of GRSE requirement for extension of contract period, escalation on the established rate may be applicable for succeeding years. The escalation of rates will be applicable on the established rates as detailed in **Annexure 8**. The escalated rates will be applicable for the portion of work started/executed after completion of 02 years and where the delay is not attributable to the contractor.

ARTICLE 11 अनुच्छेद-11: FREAK LOW QUOTES अतर्कसंगत भाव -

- i. In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken as per Bid Security Declaration.
- ii. However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & the next quote will be considered as L1.

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

Offer is to 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. SOTR (Annexure 1) 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 factor for such deviation on the price quoted by the bidder will be formulated during techno-commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.



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

L1 bidder will be decided on **totality Basis**. However in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article 13 above.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as given in the tender is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and terms & Condition upto variation of **(+ 200%)** of the total job value in addition of initial total job value. Similarly, the quantity of total job value may be reduced also as per GRSE project requirement. Necessary amendment of the Purchase Orders will be issued accordingly. The contractors will be loaded according to GRSE project requirement.

BOQ is given below:

Sl. No.	Description	Qty.	UOM
01	Service _System Coat Painting	2,13,000	M2

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

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

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

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act, provided that the tendered job is listed in their MSE document. (Detail at Clause 02 of STAC)

ARTICLE 18 अनुच्छेद-18: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -

(A) Assessment & job distribution during tenure of contract for initial 02 years

- Selection of vendor:** A pool of Techno-commercially cleared vendor will be created through negotiation based on the submitted documents against the tender. Price bids of those qualified vendors will be opened.
- Establishment of rate:** After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to all qualified pool of vendors. The vendors who are interested for the job have to accept the rates for execution of the job.
- Distribution of job:** GRSE Ltd. at its discretion intends to distribute the total job between **03(Three)/ 04 (Four)** parallel contractors. The established rate with L1 bidder will be offered to the other bidders as per their chronological ranking based on their quoted price (L1, L2/L3, L3/L4...) and by distributing the job in the tentative ratio of **40:30:30 / 35:25:25:15**.
The L1 vendor will be awarded the job for first requirement of GRSE and subsequently the L2, L3 bidders will be engaged chronologically depending on the subsequent requirement of GRSE during the tenure of the rate contract.

Note: The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendors as per discretion of GRSE. No claim from individual vendors will be accepted.



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

a. Technical Criteria तकनीकी मापदंड -

- (i) Vendor should have system coat painting of dry compartments, wet compartments, above bilge area of machinery compartments, tanks, stores etc. in any shipyard for at least 05 sea going vessels in last 06 years. All other technical criteria will be in accordance with SOTR (Annexure I) Clause (10) for Technical Rejection.
- iv. Satisfactory Work Completion Certificates indicating the work order numbers, issued by the party for whom the work is done. GRSE has the right for cross verification of authenticity of the said documents whenever felt necessary.

b. Financial Eligibility Criteria वित्तीय मापदंड -

Bidder's Average Audited Annual financial turnover during last 03 financial years ending on 31st March 2021 should be at least **Rs. 36 Lakhs**.

- c. Requisite formats attached with NIT as Annexure 4 & 5 of Article 4 to be filled up in support of above technical and financial eligibility criteria.

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

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
4. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.



6. Independent External Monitors (IEM) आई.ई.एम -

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:-

1. Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat,
Kolkata-700160
bbsinghbeml@gmail.com
2. Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
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" duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp.

8. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
9. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
10. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
11. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
12. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
13. A Bidder is allowed to submit only one Bid under any capacity / status.



14. Difficulty in submitting the bid:

- a. Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from **Mr. T. Naik, MGR, Paint Shop, Mobile No. 8820157360, e-mail: Naik.TapanKumar@grse.co.in** prior to submission of offer.
- b. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, Sr. Manager (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in / GRSE Service Provider M/s. NIC personnel** may be contacted [Land line no: 033 24893902]

15. **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://eprocurgrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocurgrse.co.in>; Central Public Procurement Portal <https://eprocur.gov.in/cppp/> and 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 Excel Template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) **AMENDMENT OF TENDER DOCUMENT**
 - i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.



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 Enquiry.
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.

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

i. **Security Deposit प्रतिभूति जमा -**

Interest free refundable security deposit of **3%** of individual work order value (inclusive of GST) is to be deposited in the manner elaborated at clause 05 of STAC.

The firms' registered with NSIC 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.

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

Work done will be certified by the Paint shop officer as per actual area for each case based on clear inspection report signed by Quality Assurance Authority.

W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

iii. **Bill Certifying Authority बिल प्रमाणन प्राधीकर:**

Bill will be certified by respective PL based on WDC.

iv. **Bill Submission बिल प्रस्तुति:**

On obtaining WDC, bills are to be raised by monthly progressive basis. Bills are to be submitted along with supporting document (Work Done Certificate Copy etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be the Bill certifying officer, PL of respective yard OR his nominated officer.



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

a. The 97% bill amount will be paid as progressive basis within 30 days of receipt of bill (in 03 copies) supported with work done certificate. Recoverable from contractor, if any, is to be adjusted from 97% payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F and other labour oriented mandatory liabilities of the Contractor.

b. balance 3% of the certified bill amount will **either** be retained from each bill as performance guarantee and the same will be released after expiry of guarantee period duly certified by Bill Certifying Authority, PLs of respective yards or their nominated officer **or** on submission of performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.

c. Payment will be made on actual certification basis.

vi. **Liquidated Damages (निर्णीत हर्जाना)**

The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this or any other Contract with GRSE Ltd.

vii. **Risk Purchase जोखिम खरीद**

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

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

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

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

ARTICLE 25 अनुच्छेद 25: PRE BID MEETING बोलीपूर्व बैठक -

Not Applicable.

ANKAN CHAKRABORTY
MGR (CONTRACT), GRSE Ltd.
43/46, Garden Reach Road,
Kolkata-700 024
Ph.9163331769



ANNEXURE-01

GRSE LTD.	SOTR FOR SURFACE PREPARATION AND SYSTEM COAT PAINTING OF MACHINERY COMPARTMENTS (ABOVE BILGE), DRY AND WET COMPARTMENTS	DATE : 27/09/2021
YARD NOS. GRSE Ships		REF NO :- PS/23C/37/08-21
PREPARED BY : MGR. (PAINT SHOP, MAIN)		VETTED BY: AGM(MW)

[Handwritten signature]
10/12/2021
AGM(MW)

1. **Rate contract period** – 03 years
2. **No of vendor** = Minimum 03 Nos.
3. **Group** – Surface preparation and system coat painting
4. **Inspection** – OEM/WOT/QA/Paint Shop (as applicable).

5. **Scope of work:-**

5.1 Work order shall be placed on biennial rate contract basis. In this rate contract period, sub-contractor will do surface preparation and system coat painting job in the following Yard of ongoing project.

5.1.1. Yard = 3022 to 3024 (P-17A)

5.1.2. Yard = 3025 (SVL)

5.2 This job will be carried out as per paint scheme standard of the respective Yard.

5.3 If any future project will start in this rate contract period, then sub-contractor will do that job within time period. This job will be communicated to sub-contractor by PL/Paint Shop officer.

5.4 After surface preparation and prior to painting, contamination like oil, grease, etc. is to be removed by soap solution solvent cleaning.

5.5 Surface preparation and system coat painting are to be carried only at areas cleared in dry survey by WOT (KOL)/GRSEQA. After surface preparation and cleaning, the supervisor of the sub-contractor will check whether it has satisfied or not the guideline of paint scheme/OEM advice/Product data sheet. Then he will make offer to inspection agency for clearance for next activity.

5.6 No separate rate for removal of dust, water and dirt shall be given. This is to be undertaken as a standard practice by sub-contractor.

5.7 Necessary protective casing /covers are to be provided in way of adjacent equipment/fittings, ducts to avoid damage during surface preparation and painting. The necessary covers/tarpaulin needed to cover equipment will be arranged by Vendor. Also, entire area to be covered to counter spreading of dust, paint dry spray etc. on equipment in the compartment.

5.8 If rate contract period will expire/complete then according to emergency of work, GRSE can extend the rate contract period up to another 02 years.

[Handwritten signature]

6. Technical specification for painting:-

- 6.1 Sub-contractor will follow the surface cleaning standard and system coat painting with respect to paint scheme of the respective Yard or Navy order.
- 6.2 Seats are to be generally painted as per paint scheme of adjacent deck or bulkhead on which seat is fitted.
- 6.3 Once cleaned, the surfaces are not to be allowed to get oxidized or become contaminated in any way prior to the application of the specified paint system.
- 6.4 Log book with WFT & DFT reading atmosphere temperature & RH of the day is to be record and sign of firms QA to be put upto Paint Shop for counter sign.
- 6.5 The paint is to be applied before the oxidization and contamination occurs on surfaces, preferable within 04 hours of surface preparation. Prior to application of one coat of paint on the surfaces by subcontractor as per ship's painting scheme, the surfaces are to be cleaned with vacuum cleaner or a clean soft brush. After surface preparation, the cleaning of the surface is an important activity and must be strictly followed to ensure good adhesion of paint.
- 6.6 If primer could not be applied within 04 hours or before contamination /oxidization, then surface preparation is to be undertaken once again in free of cost. This is to be followed as per OEM advice.
- 6.7 Type of paint and DFT, WFT to be achieved will be intimated before start of work. Painting is to be done by airless spray painting machine.
- 6.8 During painting WFT is to be noted by painter to maintain the DFT and reduce the consumption of paint.
- 6.9 DFT measurement is the binding parameter. If required DFT is not achieved, then additional coat of paint is to be applied by sub- contractor to achieve required DFT without any additional cost or without making any delay.
- 6.10 Paint work will be carried out only in suitable atmospheric condition/ as per product data sheet or advice of paint OEM.
- 6.11 Due to bad weather/rain, the painting job may have to be stopped for which GRSE will not be responsible.
- 6.12 Any re-work necessary to satisfy the requirement of WOT (KOL)/GRSE is to be carried out by the sub- contractor, free of cost.
- 6.13 All necessary measures have to be taken in such a way that other sub- contractors work shouldn't get affected or hindered because of surface preparation and painting.
- 6.14 Any faulty work made by the sub – contractor, has to be rectified by the sub – contractor free of cost, within the time stipulated by GRSE.

T. S. S.

6.15 The equipment which are not to be painted, are to be covered before painting. If paint is applied in equipment, then vendor will remove the paint from equipment without any damage to the equipment and without any extra cost.

6.16 Clean ship condition is to be maintained every day by sub-contractor and if cleaning is carried out by GRSE, it will attract cost deduction from the sub-contractor as per STACS.

6.17 Before painting sub – contractor has to ensure the safety pre-caution taken by him and also inform to paint shop officer/PL/safety officer and fire department.

6.18 After painting sub – contractor will offer for inspection by OEM/ QA/WOT/Paint Shop (as applicable).

6.19 Painting work has to be undertaken as per clearance/guidance provided by Paint office GRSE, preferably during silent hours, in order to maintain statutory environmental and safety conditions at site.

6.20 Application of paint has to be restricted to the allowed area only. Adjacent area to be covered with brown paper or plastic sheets prior to painting.

6.21 Sub-contractor will use paint mixer/stirrer during of paint and also follow the advice of OEM/Product data sheet.

6.22 Record of inspection note is to be prepared on daily basis indicating name of Frame no / strake no, surface cleaning standard achieved, name & DFT of primer, batch number, date of manufacture, date of expiry/revalidation of primer & quantity of primer consumed. Each inspection note is to be signed by reps. of GRSEQA, WOT (Kol) and paint manufacturer.

6.23 Site clearance will be accorded by Project leader/Paint Shop/PCO, before start of work. Sub-contractor to follow the work schedule of each ship promulgated by Project Leader time to time.

6.24 Sub-contractor to carry out additional areas asked by Project leader, as per requirement on extra cost at the same rate. Total area may vary ship to ship during actual loading of working.

7. Total Quantum of job

Area for Yard – 3022-3024 = Approx. 62000 m² per ship.

Area for Yard – 3025 = Approx. 27000 m² .

Distribution of works will at

L1 : L2 : L3 = 40 :30: 30

Or

L1 : L2 : L3 : L4 = 35 : 25 : 25 : 15

If L2 , L3 , L4 agree in L1 price.

Tam

8. Units & method of measurement

- 8.1 Final area to be measured in m².
- 8.2 During inspection actual physical area is to be measured in presence of QA & Paint Shop officer.
- 8.3 Area will be measured per coat.

9. Manpower Required

- 9.1 Vendors have to deploy sufficient manpower to complete Surface preparation & system coat painting (As per paint Scheme) within time period which will be informed to subcontractor by PL/ Paint Shop Officer. Painting is to be done by qualified painter only.
- 9.2 During peak load condition minimum labor as follows to be engaged
 - 9.2.1 Supervisor – 02
 - 9.2.2 03 no spray painter
 - 9.2.3 15 helpers
- 9.3 If GRSE require more man power to complete the job before schedule/advance, then the sub-contractor will increase the manpower as required at that time without making any delay.
- 9.4 If sub-contractor will not provide adequate manpower during emergency, then PL/Paint shop officer can split the order to other vendor or can cancel the order.

10. Technical Rejection

If vendor will be unable to fulfill the following condition, then vendor may not be acceptable.

10.1 Spray painter have at least 03 years' experience in system coat painting of dry compartments, wet compartments, above bilge area of machinery compartments, tanks, stores etc. For this vendor will produce the document like gate pass, gate entry challan etc.

10.2 Vendor have experience in system coat painting of dry compartments, wet compartments, above bilge area of machinery compartments, tanks, stores etc. in any ship yard for at least 05 sea going vessels in last 06 years. WDC and inspection report for the same has to be submitted during TNC .

10.3 During TNC meeting vendor will produce the document in support of their.

- 10.3.1 Own spray machine
- 10.3.2 Own vacuum cleaner
- 10.3.3 Own paint mixture
- 10.3.4 Own spray painter
- 10.3.5 Adequate number of helper, supervisor painter and site incharge.



10.4 Spray painter to be qualified in sample test. If spray painter not qualify in sample test, then they will not continue the job. For this vendor will provide the painter who will qualify otherwise sub-contract may cancel. This test will conduct as per PL/QA inspection and time.

10.5 If there is any objection against the spray painter during their previous experience period then spray painter will not be acceptable.

10.6 Similarly if there is any previous objection against sub-contractors related to providing manpower, equipment supply, making delay, and performance of the vendor then vendor will not be acceptable for this job.

10.7 Sub-contractors who earlier failed to execute similar order shall not be considered and hence advised not to quote.

10.8 If the progress of the work is found slow, the sub-contractors shall be advised to match the requirement desirable to meet the delivery of the yard and in the event he fails to come up to the expectations of PL, Project leader will have the authority to withdraw the work from the sub-contractor either partially or fully from the work order and the same work shall be undertaken by GRSE or offloaded to any other Sub-contractor.

11. GRSE Scope of supply:-

- 11.1 Required Qty. of Paint. (NB: - In case of any wastage of paint by Sub-contractor's rep, Cost of paint will be recovered from Sub- contractor).
- 11.2 Power – Electric
- 11.3 2% Compatible thinner if OEM give permission to mix in the paint only.
- 11.4 Staging/scaffolding material as necessary for safe working condition.
- 11.5 GRSE will provide spray painting machines as held with GRSE as where is condition on free of charge , on first come first service. The vendor will be responsible for maintenance & spares consumables. Spray m/c to be returned if not in use or required by GRSE on completion of work.

12. Vendor Scope of Supply:-

- 12.1 Airless Spray Painting Machine with attachment / accessories, Sander machine, Wire brush, Emery paper of required grade.
- 12.2 At least one paint mixer is required.
- 12.3 At least 02 measurement jar for each type of paint.
- 12.4 Consumables like cotton waste, rags, brushes, rollers, gloves, masks, emery paper, grinding wheels, masks etc.
- 12.5 Thinner / solvent required for washing airless machine, brush, hand etc.
- 12.6 Tarpaulins and other coverings to cover ducts, fitting and items which may be affected by carrying out blasting or painting.
- 12.7 Hand lamps, electric board with extended wire conforming to safety norms.

- 12.8 Maintain log book.
- 12.9 At least one WFT measuring device and one DFT measuring device for both ferrous and non-ferrous metal, profile gauges.
- 12.10 Adequate number of manpower (as per demand by PL/Paint Shop Officer).
- 12.11 The sub-contractor shall provide safety gear to his staff and also provide boiler suits/Uniforms of unique color to their personnel so that they can be identified.
- 12.12 Qualified painters & supervisor.
- 12.13 Covers/tarpaulins for covering of equipment before painting.
- 12.14 Sub – contractor will arrange to display board written by "NO HOT WORK PAINTING IS GOING ON" at working area and in adjacent area of working place.
- 12.15 Staging / scaffolding required for painting, to be erected by sub – contractor.

13. Quality Inspection :-

- 13.1. Inspection authority:-
Paint manufacturer / WOT / QA GRSE / Paint Shop as applicable.
- 13.2. Surface preparation and entire painting work is of be carried out in the presence and under the supervision of representative of paint manufacturer.
- 13.3. Area will be offered by GRSE (QA & Paint Shop) indicating frame no. / Strake no. etc. for joint inspection by WOT (KOL) and paint manufacturer.
- 13.4. Proper/safe staging is to be provided by subcontractor for inspection.
- 13.5. Profile WFT / DFT measure will be done by vendor himself checked by his own machine before offering.
- 13.6. Inspection authority will also check after inspection offer by vendor.
- 13.7. Skill of the painter & spray painter will be checked by QA / OEM / Paint Shop. For this vendor will arrange everything that will be required during test. Spray painter can do spray painting only after qualify in skill test by QA/OEM/Paint Shop.

14. Workmanship :-

- 14.1. Sub-contract will follow the GRSE gate pass SOP as issued by HR dept.
- 14.2. Name along with identity proof of the dedicated skilled manpower should be attached to the technical bid and subject to verification for technical qualification of the bid.

15. Planning :-

Contractor must identify a supervisor earmarked for close liaison with GRSE reps.

16. Unit Rate :-

To be quoted per Square-metre (each coat).

17. Mobilization period :-

03 days from the date of receive of LOA / PO.

18. Delivery Schedule :-

18.1. Sub-contractor will try to complete the job within schedule which will be provided to sub-contractor by PL/Paint shop officer. This schedule will communicated to the sub-contractor before starting the job

18.2. If vendor is unable to achieve the schedule or making delay or making unsatisfactory job then PL/Paint shop officer can take the action like

18.2.1. Order can split to other vendor.

18.2.2. Order may be cancelled.

19. Work done:-

Work done will be certified as per actual area for each case. Actual area is to be recorded and certified by Paint Shop Officer.

Invoice / bill will be certified by respective PL based on WDC.

20. Safety Arrangements :-

20.1. Proper safety measures are to be taken by all the personnel engaged in painting work i.e. like Breathing Musk, Safety Shoes etc.

20.2. All the vendor are to be followed the GRSE safety guidelines "Appendix E" .Revision 2.0 date: - 20 June 2018

20.3. Proper safety measures are to be taken by all the personnel engaged in painting work.

20.4. Personal protective equipment are to be used by all personnel while working.

20.5. Vendor supervisor needs to fill daily safety log, daily safety permits before starting activity in advance.

20.6. Entering proper displaying of 'NO HOT WORK' board at provident place where painting activity is carried out.

20.7. All safety precaution to be taken against transmission of COVID-19 corona virus at work place.

~~AGM(HW)~~

Mgr. i/c (Paint Shop)

Mgr. Paint Shop

Tajm



STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्ते (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) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.
- iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.
- iv. Above allocation of order will be done only if the tendered service is allocable.
- v. In addition MSE firms will be entitled to avail the following benefits:
 - a. Tender Documents will be issued free of cost.
 - b. Earnest Money Deposit will be exempted.
 - c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.



(3) Tender Fee (निविदाशुल्क): Non Refundable

- viii. 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.
- ix. 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.
- x. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

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

- 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 21 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 changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- 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. 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 पीएफ का अनुपालन):- If ESI & PF of the engaged laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.



(7) **GST REGISTRATION (जी एस टी पंजीकरण):-** The vendor will have to submit copy of GST registration certificate along with the Technical bid.

(8) **GUARANTEE PERIOD(गारंटी अवधि):**

Workmanship will be guaranteed for satisfactory performance for a period ***as stated in NIT.*** Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

(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):**

The bids submitted by a joint-venture or Consortium of two or more firms as partners shall comply with the following requirements:

i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners

ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,

iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,



- iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,
- v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.
- vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say, (work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.
- vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,
- viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,
- xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.

(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 –9. 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 (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) 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: 2011.

(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-5PM. 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 referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii) The language of the proceeding shall be in English.

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.



- iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
 - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
1. For any discrepancy between NIT (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.



ANNEXURE-04

FORMAT FOR TECHNICAL ELIGIBILITY

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

(A) Details of Executed relevant jobs (During last 03 years ending on 31st Nov, 2021):

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-05

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

Financial Data for evaluating Financial Eligibility

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



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.has neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 (three) years ending on 31st November, 2021.

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:



FORMAT FOR EXISTING RELEVANT WORKS

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

(B) Details of Existing relevant jobs:

Sl. No.	Description of Existing relevant jobs	Order No., Date & Value (in INR) <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Order placed by	Scope of work for existing contract (To quantify)	Deployment of operatives for the existing contract (category wise)			
							USK	SSK	SK	HSK

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



FORMAT FOR DEPLOYMENT PLAN FOR TENDERED JOB

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

(C) Deployment plan for tendered job:

Sl. No.	Item Description	Proposed Type of Equipment & Machinery, Name of Site In-charge & supervisor	Proposed no of Skilled Operatives to be deployed (category wise)				Proposed completion schedule	Plan of action for resource mobilization
			USK	SSK	SK	HSK		
1.								
2.								
3.								
4.								
5.								

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if require.



PRICE ESCALATION DETAILS

The initial established rates will be valid for a period of two years. Thereafter, escalation per annum will be applicable on the established rates, only for the unexecuted portion of work which goes beyond the initial contractual period of two (02) years and where the delay thereof is proved beyond doubt and not attributable to the contractor.

On completion of 02 years of Rate Contract and in case of GRSE requirement for contract extension, the escalation will be applicable for 3rd & 4th year of contract period.

The portion of the job completed and pending portion on which the escalated rate is applicable, will be decided through discussion and mutual accordance in between GRSE and Contractor, prior 02 (Two) months of the expiry of initial Rate Contract and for subsequent yearly basis.

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

The methodology for price escalation is as follows:

The calculation for escalation will be based on the changes in minimum daily wage rates circulated by HR dept., GRSE Ltd. as per Notification of Ministry of Labour & Employment, Govt. of India.

- i. The initial established rates “Rs. R” will be fixed for initial 02 (two) years from the start date of the Rate Contract.
- ii. The escalation percentage on initial established rate “Rs. R” for 3rd year will be as follows:

The Average minimum daily labour wage rate w.e.f. 1st October, 2022 is “Rs. A” (say)

The Average minimum daily labour wage rate w.e.f. 1st October, 2023 is “Rs. B” (say)

Therefore, Annual escalation percentage for 3rd year will be $(B-A)/A$ %

Now, Escalation will be applicable on 70% value of the established rate “R”.

The increased value of Rate, Rs. $[(0.7R)*(B-A)/A]$

The escalated Rate will be, Rs. $R+ [(0.7R)*(B-A)/A]$

If there is decrease in minimum daily labour wages rate the same rule will apply for de-escalation/reduction of Rates.