



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लि मिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

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CIN सी आई एन: [L35111WB1934GOI007891](https://www.mca21.gov.in/cin/L35111WB1934GOI007891)

CORRIGENDUM- III

SUB: "RATE CONTRACT FOR HIRING OF PREMIUM CARS WITH DRIVER AND FUEL ON AS AND WHEN REQUIREMENT BASIS FOR TWO YERAS"

E- Tender No: - SCC/AJK/OT/Hiring of Premium Car/018/ET-1864

1. The existing job description in the Price Bid has been modified as follows:

Price Bid (ANNEXURE-C)	Existing (मौजूदा)	Revised (संशोधित)/To be read as
Sl. No. - 1	SWIFT DZIRE/XCCENT/ETIOS/AMAZE (Min Package per Day- 5 Hrs/50Km)	SWIFT DZIRE/XCCENT/ETIOS/AMAZE (Min Package per Day- 8 Hrs/80Km)
Sl. No. - 2	TOYOTA INNOVA (Min Package per Day- 5 Hrs/50Km)	TOYOTA INNOVA (Min Package per Day- 8 Hrs/80Km)
Sl. No. - 3	TOYOTA INNOVA CRYSTA (Min Package per Day- 5 Hrs/50Km)	TOYOTA INNOVA CRYSTA (Min Package per Day- 8 Hrs/80Km)
Sl. No. - 4	HONDA CITY (Min Package per Day- 5 Hrs/50Km)	HONDA CITY (Min Package per Day- 8 Hrs/80Km)
Sl. No. - 5	TOYOTA ALTIS COROLLA (Min Package per Day- 5 Hrs/50Km)	TOYOTA ALTIS COROLLA (Min Package per Day- 8 Hrs/80Km)

2. The revised dates for submission of offer of the above tender is given below:

Sl. NO.	Subject (विषय)	Existing (मौजूदा)	Revised (संशोधित)
1.	Bid submission Closing Date	24.06.2022 up to 12.00 HRS.	27.06.2022 up to 12.00 HRS.
2.	Tender Opening Date & time (Part I)	27.06.2022 AT 14.00 HRS.	28.06.2022 at 14.00 HRS.

3. Revised SOTR Ref. no. Transport/Premium Cars/2022-23 Rev – 1 dt. 21.06.2022 attached with the Corrigendum-III.

4. All other Terms & Conditions of the Tender shall remain unaltered.

Date: 22.06.2022


SM (CONTRACT)

GRSE LTD. / MAIN UNIT	SOTR FOR TENDERING OF RATE CONTRACT OF HIRING PREMIUM CARS WITH DRIVER AND FUEL ON "AS AND WHEN" REQUIREMENT BASIS FOR TWO YEARS .	SOR NO. Transport/Premium Cars /2022-23
DEPTT.: TRANSPORT		REV: 1 dt 21.06.2022
INSPECTION : TRANSPORT	PREPARED BY : <i>B. Pandit</i> 21/06/22 MANAGER (TRANSPORT)	CHECKED & APPROVED BY : SM(ADMIN-2)

SCOPE OF SERVICES

1. Garden Reach Shipbuilders & Engineers Ltd (GRSE Ltd), is the premier warship building company in India under the administrative control of Ministry of Defence having its Registered Office at 43/46, Garden Reach Road, Kolkata-24. GRSE invites participation in the E-tender from reputed and experienced Transport contractor /Travel agency to provide Internal combustion engine (ICE) based commercial premium cars with driver, F.O.L, etc. as per below details:-

a. ICE based AC premium car(s) on 'as and when' call basis for VIPs/GRSE Directors/officials from IHQ(N), MOD/GRSE Guests/any events viz Pre-CPRM, CPRM, Parliamentary Committee, etc. and,

b. Vehicle may increase/decrease along with usage and may vary depend upon operational requirements and to be facilitated on short notice.

c. The vehicle/s may be required to operate during night shift, Sundays and Holidays as per operational requirement.

2. Following cars will be required at neat and clean with white in color, good road-worthy, proper seat cover and upholstery on 'as and when' basis for its various operational requirements.

1	SWIFT DZIRE/XCCENT/ETIOS/AMAZE
2	TOYOTA INNOVA
3	TOYOTA INNOVA CRYSTA
4	HONDA CITY
5	TOYOTA ALTIS COROLLA
6	TOYOTA FORTUNER
7	AUDI
8	MERCEDES BENZ
9	BMW

3. The requirement of car is purely on 'As and When' requirement basis ranging from short duration to long duration. The bidder/agency will be bound to supply the requisite number of car of various types as ordered by GRSE from time to time.

B. Pandit
21/06/22

4. The vehicle/s to be provided should be of 2018 and onwards make.
5. The bidder / agency are required to offer their commercial vehicle one each of all the above mentioned models for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If any bidder / agency fails to offer their vehicle/s with the stipulated period or if the vehicle/s not accepted at the time of inspection or in case on non-production of relevant documents, their offer will be disqualified technically / commercially and their Price Bid will not be opened.
6. The bidder/agency shall provide expert, trained, sober and well-mannered driver with proper white clean uniform, cap and shoe with the commercial vehicle who must be fully conversant with the existing Traffic Rules and Regulations and Road-Ways in and around Kolkata / Howrah / South & North 24 Parganas and other adjacent areas to Kolkata. The bidder / agency shall exercise due supervision and imbibe discipline amongst their drivers. Any Labour issues with drivers have to be settled by the bidder / agency himself. GRSE will not have any responsibilities for any issues between bidder / agency and their drivers.
7. The bidder/agency shall have to maintain the vehicle/s in good road worthy condition and neat and clean on daily basis for decent and comfortable use before reporting duty and during the duty period.
8. In case GRSE requires any vehicle for out station work for its sudden operational requirements, the bidder/agency or driver of the vehicle should not refuse/question to perform the allotted duty at any circumstances.
9. All vehicles while reporting on duty, the fuel tank should be at least 75% full and should always have essential tools, First Aid Box, stepney tyre, fire extinguisher, air freshener, daily newspaper, mineral water bottles, umbrella, torch, etc. It is to be ensured that Air Conditioning of the car will be functional and effective.
10. The bidder / agency shall be bound to supply the requisite number and types of vehicle after issuance of order.
11. Failure to provide sufficient number of vehicle/s or delay in providing vehicle/s after order will make the bidder / agency to bear the extra expenditure incurred by GRSE for arranging alternate vehicle/s and the actual cost will be deducted from the subsequent running bills of the bidder/agency. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement.
12. The bidder / agency shall provide the vehicle/s duly registered with RTO authority for commercial run. Valid Insurance Policy, Road Permit, Certificate of Fitness, Pollution Passed Certificate, Road Tax, etc. required under Motor Vehicle Act and Rule and Valid Commercial Driving License of the driver should always be kept in the Vehicle/s.
13. All the vehicles booked and used by GRSE should always be covered by comprehensive insurance policy including the driver and boarders.

3/audit
21/06/22

14. The drivers should have mobile phones with good network coverage (non-data and non-camera) for easy contact and to be provided by the bidder/agency without any extra financial implication.
15. Details of car and driver should be intimated at least 24 hours prior to duty start time. The bidder/agency should allocate car and driver in such a way so that the car / driver is not changed in between continuous duty at any circumstances. The vehicle/s are to be maintained neat and clean at all times including seat cover, interior & floor cleaning. Defects noticed by the user and/or GRSE Transport department are to be rectified immediately by the bidder/agency. There must not be any unwanted & extra decoration in the vehicle including wind screen and rear screen.
16. The vehicle/s being provided are to be well maintained at all times including conduct of periodic service as per OEM recommendations and ensure its full operational roadworthiness.
17. Representative of GRSE/user will have the right to verify at any time, the Driving License of the driver on duty and all relevant papers like RC Book, Road Tax, Insurance paper, Permit, Certificate of Fitness, etc. which shall be in possession of the driver always.
18. The bidder / agency shall bear and pay all penalties or any other amount payable for violation of Traffic Rules or Motor Vehicle Act, enforced from time to time and GRSE Ltd shall not be liable in any manner whatsoever in this regard.
19. Driver must carry sufficient cash to pay for airport / railway toll, municipal parking charges, fuel when required and for emergency maintenance, etc. They should also have enough cash for taking care of their own lunch/dinner and shall not ask for any tips from any guests. In no case money should be borrowed from the user of the vehicle for the above purposes.
20. In case of breakdown of the vehicle/s on duty immediate replacement of same model should be arranged by the bidder / agency within one hour. In such case, KM reading of the alternative vehicle will start at the place where the car gets breakdown and not from garage. Difference between breakdown time and reporting time of alternate vehicle will also not be considered. In case, bidder/agency fails to provide the alternate vehicle within the stipulated time as above, the same will be considered as non-availability of vehicle. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency.
21. During the contract period, if the vehicle is seized/detained/impounded by the Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the bidder / agency.
22. Since GRSE is certified for some standard management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicles Rules 1989 and the Children Labour (Prohibition & Regulation) Act 1986 and any other Rules related to the same are to be complied with.

3/audit
21/06/22

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

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

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

26. The bidder/agency shall produce all the relevant documents for the purpose e.g. Pollution Control Certificate, RC Book, Road Permit, Road Tax, Insurance, Driver License, Certificate of Fitness of the vehicle/s for inspection as and when asked for and also these documents should be submitted on half-yearly basis to GRSE Transport department.

27. If any information given by the bidder / agency is found to be false, GRSE reserves the right to terminate the contract without any notice or assigning any reason thereof.

28. As the business of GRSE is predominantly based on predefined work schedule and associated with many other government organizations / departments and customers, each trip will be important and hence, the bidder / agency is expected to be professional and punctual throughout the period of contract. If the bidder/agency fails to carry out the work as per the terms and conditions, the contract is liable to be terminated immediately without any further notice or intimation and in such cases the SD will be forfeited and the work will be arranged through other reliable agencies, as may be decided by GRSE entirely at the risk and cost of the said bidder/agency. Any loss sustained by GRSE by way of any such failure on the part of the bidder / agency shall be realized from the bidder / agency.

29. GRSE Transport department is having full right to allocate the vehicles as deemed fit for the smooth operation. Bidder / agency is binding on the decision of GRSE Transport department regarding vehicle duty allocation. Further bidder / agency and / or driver/s can't demand that they will be operating only particular trip/trips. GRSE Transport department have also the right to rotate the vehicles for duty as deemed fit.

30. After allotment of duty, the journey route and / or number of boarders may change in few vehicle/s in any particular day for operational requirement of GRSE. Such changes, as and when required will be intimated to driver/s over phone by GRSE Transport department and/or by the boarders. Refusal/questioning to perform such changed duty by the drivers shall not be acceptable in any circumstances and such refusal may lead to cancellation of the contract and/or change of driver.

31. While reporting on duty the driver should carry placard with guest name for easy identification. Instructions whether the car is required for subsequent day/s with reporting time and place shall also be taken from the guest at the day end.

*31 credit
21/06/22*

32. The bidder/agency shall ensure availability of service round the clock, i.e. 24x7x365 days and also required to fulfil instant demand of 14-15 cars of various models at a time.

33. If the vehicle sent is not acceptable to GRSE, the same should be replaced by the bidder / agency without any extra cost implication. If the replacement vehicle sent by the bidder/agency within the revised schedule intimated to them is accepted by GRSE, no penalty will be imposed. However, if the bidder/agency fails to provide replacement vehicle as per schedule and GRSE is required to arrange replacement vehicle from another source, then the same shall be at the risk and cost of the bidder/agency and the additional cost, if any shall be recovered from the running bills.

34. The bidder/agency shall maintain log sheet / duty slip in triplicate clearly indicating all details of each and every journey, i.e. places of visits, KM run, time, reporting and releasing, Starting KM, Starting Time, Releasing KM and Time, etc. performed in a booking. The log sheet / duty slip and Parking slips, if any should be signed by the Guest. Without signature of the guest, bill will not be processed. Log sheet / duty slip should be clean without any over writing, correction, etc. Distance between the bidder / agency's garage and place of reporting / releasing shall be the shortest distance.

35. The quoted monthly rate will remain firm and fixed within the contractual period of **two years** expect for hike in fuel price as per clause 48.

DEPLOYMENT OF DRIVERS

36. The driver must carry out the duties as assigned by GRSE Transport Department / user. In the event of any refusal of duty by the bidder / agency or the driver, the vehicle will be released immediately and no payment will be made for such instance.

37. All the drivers are to have a pleasing personality and should not have been involved in any of the criminal cases. Besides, drivers should be able to speak in English, Hindi and Bengali fluently.

38. Any driver found misbehaving with the boarder shall be reported to the bidder / agency and bidder / agency shall take immediate and appropriate action to avoid such incidence in future. The driver will not be allowed to perform duty for any such further occurrences. The driver/s must not be permitted to drive under the influence of Alcohol and any other banned similar substances.

39. The driver/s should have a sense of punctuality and courtesy. The vehicle/s on duty should not be interlinked with other duties at any circumstances.

40. Drivers must always wish the guest with Namaste/Good Morning/Good Evening/Good Night. Drivers must also have the sense of courtesy and responsibility to open and close the doors of the vehicle. Drivers should also take instruction from the guest on subsequent days duty details.

Pradip
21/08/22

41. GRSE being one of the reputed Ship Building Industry in the country value its clients, hence prompt and timely service shall be ensured by the bidder / agency. The driver of the vehicles shall have sufficient experience and expertise. The drivers should park the vehicle/s in the designated areas during official duty and also inside GRSE. Drivers should not park the vehicles inside GRSE after completion of duty. Any vehicle found parking after duty hours in GRSE premises will be viewed seriously and will not allow those vehicle/s to operate under the contract.

42. Vehicles are liable to be checked at gates for security purpose and drives have to co-operate with GRSE Security and CISF personnel in the execution of their duty.

43. The bidder / agency should ensure that the drivers are medically fit for attending the duty / while driving.

44. Drivers must not be changed frequently. Change of drivers in between one particular duty will not be permitted. In case of any exigencies it would be the responsibility of the bidder / agency to take permission in advance from GRSE Transport department for change of driver and also bidder / agency's sole risk to brief the new driver of the duties to be performed.

SUPERVISION

45. The Bidder / agency shall ensure due supervision of vehicle/s and also discipline amongst the drivers, and his other employees.

RENTAL CHARGE / CONTRACT PRICE

46. The bidder / agency shall quote minimum package rate per day. Minimum hiring per day will be of 8 hrs and 80 KM for all category cars. Hourly rate and KM rate will be the avg of minimum per day package rate and the minimum booked hour or KM. Payment will be made for the minimum per day charge with extra hour run or KM, if any. The rates shall be inclusive of all expenses necessary for continuation of the service of hired vehicle/s throughout the contractual period like payment to driver, fuel, oil, other consumables etc. and shall be liability of the bidder/agency. Such expenses shall also include (but not restricted to) payment to Govt. Transport authorities, Labour authorities, Fees connected with services, expenses of the bidder/agency's establishment, salary, bonus, etc. of personnel employed for the hired vehicle/s and any other expenses whenever necessary. GST will be as per Rules. The said hiring rate is comprehensive in nature and exclusive of Toll Tax, Parking fees payable to Kolkata Corporation/ Kolkata Municipal areas/Airport, etc. and Entry Fees inside the Railway Station, etc. The same shall be reimbursed at actuals on quarterly basis on submission of documentary proof duly endorsed by the user/duty officer of GRSE/any authorized representative of GRSE in original.

47. Amount payable shall be the daily total Hour or KM run whichever is higher. Claim for KM run will be paid by converting it into Hour run.

48. The rates/prices quoted by the bidder/agency and as accepted by GRSE shall be final and will remain firm and fixed for the entire contractual period. However rate will be revised subject to change in fuel price @ $\pm 5\%$ or more keeping base price as at the time of issuance of Work

Spent
21/06/22

Order and/or revised Work Order due to such earlier changes within the contractual period. If the fuel price so changes, it will be calculated on whole of the increase or decrease @ mileage for variant class of cars on average usage. The contract rate will be increased/decreased to the extent of fuel cost so revised only.

Increase / decrease in rates wrt (a) above shall be governed by the following formula:

(i) Average mileage of the vehicle	=	A
(ii) Base Diesel Price (as on the date of PO)	=	X
Present Diesel Price	=	Y
Increase / in Diesel Price ($\pm B$)	=	(Y-X)
Then the variation in Diesel Price per KM, C	=	$\pm B / A$

It may be noted that the variation may be (+ve) or (-ve) depending upon increase / decrease of price and shall be applicable in both cases.

49. No advance payment is permissible.

SUBMISSION OF BILL

50. The monthly bills in four copies of each type of car along with the log book / duty slip/s, parking slips, duly signed by the user are to be submitted by 10th day of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

TERMS OF PAYMENT

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

52. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS subject to deduction of Tax as per rules.

GST

53. GST will be applicable as per rules.

OPERATING EXPENSES

54. All expenses required for running the vehicle/s such as cost of fuel, lubricants and other stores also for any repair or replacement including salary of drivers inclusive of statutory liabilities, cleaners and other staff, Insurance charges, Road Taxes, License Fees, Pollution clearance, etc. shall be paid and borne by the bidder/agency and no claim on any such account can be raised upon GRSE Ltd. In the regard.

LIQUIDATED DAMAGES / PENALTY

Quality
21/08/22

55. In case of failure to provide car, then bidder/agency shall be liable to pay liquidated damage/penalty @ Rs 500/- for all category except Fortuner, Audi, Mercedes and BMW, same will be charged @ Rs 1000/- for each such occasion. The bad conditioned car is to be replaced immediately on reporting by GRSE. Besides the above, GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / agency on such occasions. A proportionate amount calculated on average per day requirement or the cost of alternate hiring whichever is higher shall also be recovered from bidder / agency's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/agency.

REPAIR & MAINTENANCE

56. The vehicles to be provided to GRSE as per requirement during the contractual period should be kept neat and clean and maintained in good working & running order road-worthy condition as per standard practice. The vehicle/s should be repaired as per requirement for which all expenses will be borne by the bidder/agency. Such repairs should not disturb the allotted duty and GRSE Transport Department to be informed immediately of any replacement of the vehicle for the period of repair. In the event bidder / agency fails to provide / arrange alternate vehicle during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies as specified in clause 55 above.

REPLACEMENT AGAINST ANY COMPLAINT / BREAK DOWN

57. The bidder / agency shall have to withdraw the allotted vehicle on receipt of complaint from GRSE or user and substitute car of same model will have to be provided immediately. If for any reason what so ever including breakdown, the bidder/agency shall replace the allotted vehicle forthwith on receiving such information from GRSE/driver or the user so that GRSE/user is not put to suffer any inconvenience or difficulty. Vehicle and driver change details should be intimated to GRSE immediately. The bidder / agency shall ascertain that the operational requirement of GRSE should not suffer at any point of time.

58. Mere approval of vehicle after inspection does not relieve the bidder/agency from contractual obligation of providing comfortable vehicle. Whenever the vehicle becomes uncomfortable during the contractual period due to metallic sound, worn out seat cover, leakage of rain water, mechanical problem, etc., the bidder/agency shall be bound to replace the vehicle. In this regard the decision of GRSE or the Transport Officer / In-charge of Transport Department of GRSE would be final and binding on the bidder / agency.

59. In case, bidder/agency fails to provide suitable alternate vehicle within one hour of such reporting, the same will be considered as non-availability of vehicle. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency. Besides GRSE shall be entitled to exercise its remedy/ies as specified in clause 56 above.

INDEMNIFICATION

B. Pandit
21/08/22

60. The bidder/agency shall duly observe and comply with all laws, rules and regulations relating to running of the vehicles including all related statutory compliances with any administrative, inspection charges, etc. and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. Bidder/agency must possess necessary licenses/registration with all statutory authorities, as are required in law.

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

COMPENSATION AGAINST ANY ACCIDENT

62. In case of any accident due to negligence of the driver or otherwise resulting in any damage of the vehicle and/or otherwise resulting in loss of life or injury to any of our employees/user or to any member of the public, all the damages and/or compensation payable to him/her or his/her legal representative shall be payable by the bidder/agency. In order to safe guard against such contingency, the bidder/agency must at its own cost take out a comprehensive Insurance with a reputed Insurance Company to cover full amount of compensation that may be payable in respect of any accident. However, the bidder / agency must advise clearly to the driver to adhere to the traffic safety rules and discipline within and outside GRSE. GRSE will not be responsible for any damage/injury/what-so-ever to bidder / agency's vehicle or driver. No claim whatsoever on any such account shall be raised by the bidder / agency nor shall GRSE be liable to make any payment in such regard.

PERIOD OF CONTRACT

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

64. There will be the provision of extension of contract period for 3rd year as well on same terms and conditions based on satisfactory performance in all respect.

RIGHTS

65. GRSE Ltd reserves the right for any variation, modification or alteration of any Terms or Conditions contained herein and such variation / modification / alternation shall be binding on the bidder / agency.

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

67. GRSE Ltd reserves the right to distribute the Order amongst more than one bidder at L1 rate in order to maintain uninterrupted services in fair, transparent & equitable manner as deemed fit and no claim/complaint in this regard will be entertained.

VIOLATION OF TRAFFIC RULES

*39 credit
21/06/22*

68. The bidder/agency shall bear and pay all penalties or other amounts payable for violation of Traffic Rules or Motor Vehicle Act, etc. in vogue from time to time and GRSE Ltd shall not be responsible in any manner whatsoever in this regard.

OMISSION/COMMISSION

69. The bidder/agency shall be fully responsible for all acts of omissions or commissions of the employees to be deputed by them and shall be liable to reimburse all losses and damages caused to GRSE due to such omissions or commissions by the said employees, without any demur immediately on a demand by GRSE in such regard.

DECLARATION

70. The bidder/agency hereby agrees that if any inconvenience caused to the users of the vehicle/s due to:-

- i) Misbehavior of driver
- ii) Mechanical problems of the vehicle
- iii) Bad condition of the vehicle
- iv) Bad cleanliness including the floor
- v) or any other reason attributable to inconvenience,

The bidder/agency shall be obliged to take immediate remedial measures and/or change the vehicle as the case may be. All other Terms and Conditions are acceptable to the bidder/agency.

BREACH OF TERMS & CONDITIONS

71. In the event of failure or breach on the part of the bidder/agency to perform and/or comply with the Terms & Conditions of the contract, the contract shall be terminated by serving 30 days' notice in writing by GRSE at the risk and cost of the bidder/agency. Differential cost so incurred and/or any other loss or damage suffered by GRSE due to such failure on the part of the bidder/agency shall be recovered from the bidder/agency from their pending bills or through any other recourse considered appropriate. In addition to this recourse as above, the Security Deposit submitted by the bidder/agency shall also be forfeited by GRSE.

TERMINATION

72. In case, the bidder commit breach of any of the Terms and Condition set forth herein, including failure to render services, GRSE reserves its right to terminate the contract at the risk and cost of the bidder upon 30 days notice in writing.

FORECLOSURE

73. The contract may be foreclosed by GRSE without any financial implication/obligation whatsoever by giving one month's notice in writing with or without assigning any reason. In the event of foreclosure, the bidder / agency shall be entitled for payment of all their dues for the

B. Pandit
21/08/22

services rendered by them till the date of foreclosure. No claim of any loss or damage whatsoever shall be claimed by the bidder / agency from GRSE on account of such foreclosure.

74. Eligibility Criteria:

1.	Should have valid Trade License of providing car hiring service.
2.	Should have valid GST registration no.
3.	Should have at least 5 years of work experience in the related job of providing Transport service to various organizations (Copy of Work Order or related document to be enclosed) and have at least 15 cars in their fleet.
4.	The vehicle to be provided should be of 2018 and onwards make
5.	Having full-fledged office in Kolkata.

75. PRICE :

<i>Sl</i>	<i>Type of car</i>	<i>Package (min per day)</i>	<i>Price</i>
1	SWIFT DZIRE/XCCENT/ETIOS/A MAZE	8 Hrs/80 Km	
2	TOYOTA INNOVA	8 Hrs/80 Km	
3	TOYOTA INNOVA CRYSTA	8 Hrs/80 Km	
4	HONDA CITY	8 Hrs/80 Km	
5	TOYOTA ALTIS COROLLA	8 Hrs/80 Km	
6	TOYOTA FORTUNER	8 Hrs/80 Km	
7	AUDI	8 Hrs/80 Km	
8	MERCEDES BENZ	8 Hrs/80 Km	
9	BMW	8 Hrs/80 Km	

** Hourly rate and KM rate will be the avg of minimum per day package rate and the minimum booked hour or KM.

3/20/22
21/06/22



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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

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CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

NIT No. निविदा संख्या:	SCC/AJK/OT/Hiring of Premium Car/018/ET-1864 Dated 20.05.2022
Job Title कार्य का नाम:	“RATE CONTRACT OF HIRING PREMIUM CARS WITH DRIVER AND FUEL ON ‘AS AND WHEN’ REQUIRMENT BASIS FOR TWO YEARS” [to be executed as per SOR No. Transport/Premium Cars/2022-23 [Annexure-I]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell संविदा बिभाग (GRSE Main Unit)

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

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	23/05/2022	12:00 hrs.
Bid submission Closing Date निविदा जमा की अंतिम तिथि	10/06/2022	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी-वाणिज्यिक बोली भाग-I)	11/06/2022	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र 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 1,52,000/- (Rupees One Lakh fifty two thousand Only)
Security Deposit (SD) प्रतिभूति	Rs. 1,00,000.00 (One Lakh only)
PBG पी बी जी	NA
Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	On monthly basis
Evaluation of L1 एल1 का मूल्यांकन	Off –line method based on Item wise L1

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

ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलगित परिच्छेद	
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions (Annexure-I)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) (Annexure-II)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria
Annexure 5 संलग्नक-5	Format for Self-Certification for not having blacklisted /not received any tender holiday
Annexure 6 संलग्नक-6	Check List of Statutory Responsibility of Contractor and Principal Employer
Annexure 7 संलग्नक-7	Format for – Disclosure by sub-contractor of existing work load and proposed execution plan of this tendered job(please refer www.grse.in)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer www.grse.in)
Annexure 9 संलग्नक-9	Special condition of contract (please refer www.grse.in)
Annexure 10 संलग्नक-10	General Requirement (please refer www.grse.in)
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer www.grse.in)
Annexure 12 संलग्नक-12	Bank Guarantee Format for SD (please refer www.grse.in)
Annexure 13 संलग्नक-13	Bank Guarantee Format for PBG (please refer www.grse.in)
Annexure 14 संलग्नक-14	Guide line for Bank Guarantee (please refer www.grse.in)
Annexure 15 संलग्नक-15	PF, ESI declaration form (please refer www.grse.in)

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

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

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

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

PHYSICAL SUBMISSION		
1	Tender Fee instrument	Within 03 days from opening of Part I bid
2	Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा)स्टैक के परिच्छेद 4 मे उदधृत)	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of :	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	Kolkata

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

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

(A) Tenure of Contract अनुबन्ध का समय: Contract will be established for a period of 02 (two) years and contract period may be extended for another 01 (one) year with same terms & conditions based on satisfactory performance in all respect.

(B) Job Starting Date कार्य आरम्भ तिथी - Job may have to be started after issuance of LOA/Order tentatively from Aug 2022.

(C) Job Completion date / Period of Contract कार्य समाप्ती तिथी / अनुबन्ध का समय - Job is to be completed within 2 (two) years from the date of receipt of work order / LOA whichever is earlier.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन:

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the Transport Dept., GRSE Main to be followed.

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य:

- i. Price quoted will be firm and fixed for the entire contract period till completion of the work. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.
- ii. Price to be quoted exclusive of Toll Tax, Parking Fee payable to Kolkata Corporation/Kolkata Municipal Areas/Airport etc. and entry fee inside Railway station etc. The same will be reimbursed at actuals on submission of documentary proof duly endorsed by the user/duty officer of GRSE/any authorized representative of GRSE in original.

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

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव:

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

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव:

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

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

Item wise L1 bidder will be determined. The bidder has to quote all line items with respect to each category of cars. Otherwise the bid will be treated as nonresponsive hence may be rejected. In case of deviation of any commercial terms & conditions GRSE will evaluate L1 bidder offline, considering all applicable loading factors on quoted price.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू:

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the entire period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However the Contractor will be paid based on actual quantity executed as per certification of GRSE.

Quantity may be increased or decreased as per requirement of GRSE Transport Dept.

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

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

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

- c) Class A and B items are to be considered as non-divisible within the same class of 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: Job Quantity against each item will be distributed among 02 qualified bidders in the ratio of 60:40 at established L1 rate. 60% of job quantity against each line item will be placed on respective L1 bidder and balance 40% will be placed on L2 at accepted final L1 rate.

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

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

- i. Bidder must have at least 05 (five) years of work experience in the related job of providing Transport service under any Govt./PSU/statutory body and successful completion of the same.

[Description of similar job: Hiring Premium Cars with Driver and Fuel]

- ii. Bidder have valid Trade License of providing car hiring service.
- iii. Bidder should have valid GST registration no.
- iv. The vehicle to be provided should be of 2018 and onwards make.
- v. Bidder must have full-fledged office in Kolkata.

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

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

(B) Financial Eligibility Criteria:-

- (a) Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31st March, 2021 should be at least **Rs.25 Lakhs.**

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

(b) The bidder should give self-certification (as per Annexure-5) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.04.2022. The bidder has to submit self-certification for the same along with the 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.

Note: a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

- b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- c) In case of non-submission of the self-certification document as per format at Annexure-5, the bidder will be treated as non-responsive and their offer will be rejected

(C) . Self-certification is to be submitted as per format attached at Annexure - 5 attached with the NIT.

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

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

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

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

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

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

4. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
8. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
9. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
10. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

13. Difficulty in submitting the bid:

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

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

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

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.grse.in/etender> or <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-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i) AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.
- j) GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

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

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

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

i. Security Deposit प्रतिभूति जमा :

- (a) Successful bidder will deposit an one time amount of Rs. 1,00,000.00 (One Lakh only) as interest free refundable Security Deposit (SD) in the form of Pay Orders/D.Ds/Bank Guarantees (in case of BG- with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of work order. In case of non-submission of SD as per schedule, penal interest will be 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) SD amounts would be refunded / returned after successful execution of the job. The Contractor is to apply for release of their SD which has to be certified by Executing user dept. / nominated officer of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the Contractor, the security deposit will be forfeited.
- (d) The firms registered with NSIC (having the relevant service listed in NSIC certificate) can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption, a copy of valid NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of relevant activities contained in NSIC certificate should cover the activity for which tender is issued.

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

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

iii. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills to be raised in line with order terms. Bills (in quadruplicate) with duly filled Work Done Certificate, are to be submitted by 10th day of next month, in at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person / employee to whom bill is addressed, for processing.

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

(a) The 100% monthly bill amount with full GST will be released on monthly progressive basis and will be paid within 30 days on receipt of bill (in 03 copies) duly certified by in-charge of concerned dept. of GRSE or, his Nominated officer & supported with satisfactory duty slips.

(b) Payment will be made on actual certification basis through ECS mode.

(c) No advance payment will be made in any circumstances.

v. **Liquidated Damages निर्णीत हर्जाना**

In case of failure to provide car, then bidder/agency shall be liable to pay liquidated damage / penalty @ Rs.500/- for all category except Fortuner, Audi, Mercedes and BMW, same will be charged @ Rs.1000/- for each such occasion. The bad conditioned car is to be replaced immediately on reporting by GRSE. Besides the above, GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / agency on such occasions. A proportionate amount calculated on average per day requirement or the cost of alternate hiring whichever is higher shall also be recovered from bidder / agency's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount / Security Deposit etc. due to the bidder/agency.

vi. **Risk Purchase जोखिम खरीद**

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

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

- vii. **Time of completion shall always be considered as essence of the contract / PO (कार्य समापन अवधी निविदा का मूलतत्व)** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 1 Month in advance with proper justification duly endorsed by Engineer In-charge / PL of GRSE. Please note LD will be levied for the unexecuted portion for such time extension.
- viii. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रवेशन किसी भी परिस्थिती में अमान्य - However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/PL, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.

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.

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

ANNEXURE-I

GRSE LTD. / MAIN UNIT	SOTR FOR TENDERING OF RATE CONTRACT OF HIRING PREMIUM CARS WITH DRIVER AND FUEL ON "AS AND WHEN" REQUIREMENT BASIS FOR TWO YEARS .	SOR NO. Transport/Premium Cars /2022-23
DEPTT.: TRANSPORT		REV: 1 dt 25.04.2022
INSPECTION : TRANSPORT	PREPARED BY : MANAGER (TRANSPORT)	CHECKED & APPROVED BY : SM(ADMIN-2)

SCOPE OF SERVICES

1. Garden Reach Shipbuilders & Engineers Ltd (GRSE Ltd), is the premier warship building company in India under the administrative control of Ministry of Defence having its Registered Office at 43/46, Garden Reach Road, Kolkata-24. GRSE invites participation in the E-tender from reputed and experienced Transport c o n t r a c t o r /Travel agency to provide Internal combustion engine (ICE) based commercial premium cars with driver, F.O.L, etc. as per below details:-

a. ICE based AC premium car(s) on 'as and when' call basis for VIPs/GRSE Directors/officials from IHQ(N), MOD/GRSE Guests/any events viz Pre-CPRM, CPRM, Parliamentary Committee, etc. and,

b. Vehicle may increase/decrease along with usage and may vary depend upon operational requirements and to be facilitated on short notice.

c. The vehicle/s may be required to operate during night shift, Sundays and Holidays as per operational requirement.

2. Following cars will be required at neat and clean with white in color, good road-worthy, proper seat cover and upholstery on 'as and when" basis for its various operational requirements.

1	SWIFT DZIRE/XCCENT/ETIOS/AMAZE
2	TOYOTA INNOVA
3	TOYOTA INNOVA CRYSTA
4	HONDA CITY
5	TOYOTA ALTIS COROLLA
6	TOYOTA FORTUNER
7	AUDI
8	MERCEDES BENZ
9	BMW

3. The requirement of car is purely on 'As and When' requirement basis ranging from short duration to long duration. The bidder/agency will be bound to supply the requisite number of car of various types as ordered by GRSE from time to time.

4. The vehicle/s to be provided should be of 2018 and onwards make.
5. The bidder / agency are required to offer their commercial vehicle one each of all the above mentioned models for inspection after opening of techno commercial bid along with all relevant documents before the Inspection Committee (IC). If any bidder / agency fails to offer their vehicle/s with the stipulated period or if the vehicle/s not accepted at the time of inspection or in case on non-production of relevant documents, their offer will be disqualified technically / commercially and their Price Bid will not be opened.
6. The bidder/agency shall provide expert, trained, sober and well-mannered driver with proper white clean uniform, cap and shoe with the commercial vehicle who must be fully conversant with the existing Traffic Rules and Regulations and Road-Ways in and around Kolkata / Howrah / South & North 24 Parganas and other adjacent areas to Kolkata. The bidder / agency shall exercise due supervision and imbibe discipline amongst their drivers. Any Labour issues with drivers have to be settled by the bidder / agency himself. GRSE will not have any responsibilities for any issues between bidder / agency and their drivers.
7. The bidder/agency shall have to maintain the vehicle/s in good road worthy condition and neat and clean on daily basis for decent and comfortable use before reporting duty and during the duty period.
8. In case GRSE requires any vehicle for out station work for its sudden operational requirements, the bidder/agency or driver of the vehicle should not refuse/question to perform the allotted duty at any circumstances.
9. All vehicles while reporting on duty, the fuel tank should be at least 75% full and should always have essential tools, First Aid Box, stepney tyre, fire extinguisher, air freshener, daily newspaper, mineral water bottles, umbrella, torch, etc. It is to be ensured that Air Conditioning of the car will be functional and effective.
10. The bidder / agency shall be bound to supply the requisite number and types of vehicle after issuance of order.
11. Failure to provide sufficient number of vehicle/s or delay in providing vehicle/s after order will make the bidder / agency to bear the extra expenditure incurred by GRSE for arranging alternate vehicle/s and the actual cost will be deducted from the subsequent running bills of the bidder/agency. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement.
12. The bidder / agency shall provide the vehicle/s duly registered with RTO authority for commercial run. Valid Insurance Policy, Road Permit, Certificate of Fitness, Pollution Passed Certificate, Road Tax, etc. required under Motor Vehicle Act and Rule and Valid Commercial Driving License of the driver should always be kept in the Vehicle/s.
13. All the vehicles booked and used by GRSE should always be covered by comprehensive insurance policy including the driver and boarders.

14. The drivers should have mobile phones with good network coverage (non-data and non-camera) for easy contact and to be provided by the bidder/agency without any extra financial implication.
15. Details of car and driver should be intimated at least 24 hours prior to duty start time. The bidder/agency should allocate car and driver in such a way so that the car / driver is not changed in between continuous duty at any circumstances. The vehicle/s are to be maintained neat and clean at all times including seat cover, interior & floor cleaning. Defects noticed by the user and/or GRSE Transport department are to be rectified immediately by the bidder/agency. There must not be any unwanted & extra decoration in the vehicle including wind screen and rear screen.
16. The vehicle/s being provided are to be well maintained at all times including conduct of periodic service as per OEM recommendations and ensure its full operational roadworthiness.
17. Representative of GRSE/user will have the right to verify at any time, the Driving License of the driver on duty and all relevant papers like RC Book, Road Tax, Insurance paper, Permit, Certificate of Fitness, etc. which shall be in possession of the driver always.
18. The bidder / agency shall bear and pay all penalties or any other amount payable for violation of Traffic Rules or Motor Vehicle Act, enforced from time to time and GRSE Ltd shall not be liable in any manner whatsoever in this regard.
19. Driver must carry sufficient cash to pay for airport / railway toll, municipal parking charges, fuel when required and for emergency maintenance, etc. They should also have enough cash for taking care of their own lunch/dinner and shall not ask for any tips from any guests. In no case money should be borrowed from the user of the vehicle for the above purposes.
20. In case of breakdown of the vehicle/s on duty immediate replacement of same model should be arranged by the bidder / agency within one hour. In such case, KM reading of the alternative vehicle will start at the place where the car gets breakdown and not from garage. Difference between breakdown time and reporting time of alternate vehicle will also not be considered. In case, bidder/agency fails to provide the alternate vehicle within the stipulated time as above, the same will be considered as non-availability of vehicle. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency.
21. During the contract period, if the vehicle is seized/detained/impounded by the Police/Transport Authority for any reason whatsoever, it would be at sole risk/expenditure/responsibility of the bidder / agency.
22. Since GRSE is certified for some standard management system it is mandatory that all the requirements of the Motor Vehicle Act 1988, Central Motor Vehicles Rules 1989 and the Children Labour (Prohibition & Regulation) Act 1986 and any other Rules related to the same are to be complied with.

23. In the event of dispute of any nature, the decision of GRSE shall be final and binding on the bidder / agency.
24. The bidder/agency shall not be allowed to transfer or assign the contract to any person/company/firm.
25. If after award of contract, the performance of bidder/agency is found unsatisfactory or bidder/agency deviates from any of the Conditions of Contract, GRSE reserves the right to cancel the contract and forfeit the Security Deposit at any time after issuing notice(s) for unsatisfactory performance to the bidder / agency.
26. The bidder/agency shall produce all the relevant documents for the purpose e.g. Pollution Control Certificate, RC Book, Road Permit, Road Tax, Insurance, Driver License, Certificate of Fitness of the vehicle/s for inspection as and when asked for and also these documents should be submitted on half-yearly basis to GRSE Transport department.
27. If any information given by the bidder / agency is found to be false, GRSE reserves the right to terminate the contract without any notice or assigning any reason thereof.
28. As the business of GRSE is predominantly based on predefined work schedule and associated with many other government organizations / departments and customers, each trip will be important and hence, the bidder / agency is expected to be professional and punctual throughout the period of contract. If the bidder/agency fails to carry out the work as per the terms and conditions, the contract is liable to be terminated immediately without any further notice or intimation and in such cases the SD will be forfeited and the work will be arranged through other reliable agencies, as may be decided by GRSE entirely at the risk and cost of the said bidder/agency. Any loss sustained by GRSE by way of any such failure on the part of the bidder / agency shall be realized from the bidder / agency.
29. GRSE Transport department is having full right to allocate the vehicles as deemed fit for the smooth operation. Bidder / agency is binding on the decision of GRSE Transport department regarding vehicle duty allocation. Further bidder / agency and / or driver/s can't demand that they will be operating only particular trip/trips. GRSE Transport department have also the right to rotate the vehicles for duty as deemed fit.
30. After allotment of duty, the journey route and / or number of boarders may change in few vehicle/s in any particular day for operational requirement of GRSE. Such changes, as and when required will be intimated to driver/s over phone by GRSE Transport department and/or by the boarders. Refusal/questioning to perform such changed duty by the drivers shall not be acceptable in any circumstances and such refusal may lead to cancellation of the contract and/or change of driver.
31. While reporting on duty the driver should carry placard with guest name for easy identification. Instructions whether the car is required for subsequent day/s with reporting time and place shall also be taken from the guest at the day end.

32. The bidder/agency shall ensure availability of service round the clock, i.e. 24x7x365 days and also required to fulfil instant demand of 14-15 cars of various models at a time.

33. If the vehicle sent is not acceptable to GRSE, the same should be replaced by the bidder / agency without any extra cost implication. If the replacement vehicle sent by the bidder/agency within the revised schedule intimated to them is accepted by GRSE, no penalty will be imposed. However, if the bidder/agency fails to provide replacement vehicle as per schedule and GRSE is required to arrange replacement vehicle from another source, then the same shall be at the risk and cost of the bidder/agency and the additional cost, if any shall be recovered from the running bills.

34. The bidder/agency shall maintain log sheet / duty slip in triplicate clearly indicating all details of each and every journey, i.e. places of visits, KM run, time, reporting and releasing, Starting KM, Starting Time, Releasing KM and Time, etc. performed in a booking. The log sheet / duty slip and Parking slips, if any should be signed by the Guest. Without signature of the guest, bill will not be processed. Log sheet / duty slip should be clean without any over writing, correction, etc. Distance between the bidder / agency's garage and place of reporting / releasing shall be the shortest distance.

35. The quoted monthly rate will remain firm and fixed within the contractual period of **two years** expect for hike in fuel price as per clause 48.

DEPLOYMENT OF DRIVERS

36. The driver must carry out the duties as assigned by GRSE Transport Department / user. In the event of any refusal of duty by the bidder / agency or the driver, the vehicle will be released immediately and no payment will be made for such instance.

37. All the drivers are to have a pleasing personality and should not have been involved in any of the criminal cases. Besides, drivers should be able to speak in English, Hindi and Bengali fluently.

38. Any driver found misbehaving with the boarder shall be reported to the bidder / agency and bidder / agency shall take immediate and appropriate action to avoid such incidence in future. The driver will not be allowed to perform duty for any such further occurrences. The driver/s must not be permitted to drive under the influence of Alcohol and any other banned similar substances.

39. The driver/s should have a sense of punctuality and courtesy. The vehicle/s on duty should not be interlinked with other duties at any circumstances.

40. Drivers must always wish the guest with Namaste/Good Morning/Good Evening/Good Night. Drivers must also have the sense of courtesy and responsibility to open and close the doors of the vehicle. Drivers should also take instruction from the guest on subsequent days duty details.

41. GRSE being one of the reputed Ship Building Industry in the country value its clients, hence prompt and timely service shall be ensured by the bidder / agency. The driver of the vehicles shall have sufficient experience and expertise. The drivers should park the vehicle/s in the designated areas during official duty and also inside GRSE. Drivers should not park the vehicles inside GRSE after completion of duty. Any vehicle found parking after duty hours in GRSE premises will be viewed seriously and will not allow those vehicle/s to operate under the contract.

42. Vehicles are liable to be checked at gates for security purpose and drives have to co-operate with GRSE Security and CISF personnel in the execution of their duty.

43. The bidder / agency should ensure that the drivers are medically fit for attending the duty / while driving.

44. Drivers must not be changed frequently. Change of drivers in between one particular duty will not be permitted. In case of any exigencies it would be the responsibility of the bidder / agency to take permission in advance from GRSE Transport department for change of driver and also bidder / agency's sole risk to brief the new driver of the duties to be performed.

SUPERVISION

45. The Bidder / agency shall ensure due supervision of vehicle/s and also discipline amongst the drivers, and his other employees.

RENTAL CHARGE / CONTRACT PRICE

46. The bidder / agency shall quote minimum package rate per day. Minimum hiring per day will be of 5 hrs and 50 KM for all category except Fortuner, Audi, Mercedes and BMW. This four category will be hired for 8 hrs and 80 KM. Hourly rate and KM rate will be the avg of minimum per day package rate and the minimum booked hour or KM. Payment will be made for the minimum per day charge with extra hour run or KM, if any. The rates shall be inclusive of all expenses necessary for continuation of the service of hired vehicle/s throughout the contractual period like payment to driver, fuel, oil, other consumables. etc. and shall be liability of the bidder/agency. Such expenses shall also include (but not restricted to) payment to Govt. Transport authorities, Labour authorities, Fees connected with services, expenses of the bidder/agency's establishment, salary, bonus, etc. of personel employed for the hired vehicle/s and any other expenses whenever necessary. GST will be as per Rules. The said hiring rate is comprehensive in nature and exclusive of Toll Tax, Parking fees payable to Kolkata Corporation/ Kolkata Municipal areas/Airport, etc. and Entry Fees inside the Railway Station, etc. The same shall be reimbursed at actuals on quarterly basis on submission of documentary proof duly endorsed by the user/duty officer of GRSE/any authorized representative of GRSE in original.

47. Amount payable shall be the daily total Hour or KM run whichever is higher. Claim for KM run will be paid by converting it into Hour run.

48. The rates/prices quoted by the bidder/agency and as accepted by GRSE shall be final and will remain firm and fixed for the entire contractual period. However rate will be revised subject

to change in fuel price @ $\pm 5\%$ or more keeping base price as at the time of issuance of Work Order and/or revised Work Order due to such earlier changes within the contractual period. If the fuel price so changes, it will be calculated on whole of the increase or decrease @ mileage for variant class of cars on average usage. The contract rate will be increased/decreased to the extent of fuel cost so revised only.

Increase / decrease in rates wrt (a) above shall be governed by the following formula:

(i) Average mileage of the vehicle	=	A
(ii) Base Diesel Price (as on the date of PO)	=	X
Present Diesel Price	=	Y
Increase / in Diesel Price ($\pm B$)	=	(Y-X)
Then the variation in Diesel Price per KM, C	=	$\pm B / A$

It may be noted that the variation may be (+ve) or (-ve) depending upon increase / decrease of price and shall be applicable in both cases.

49. No advance payment is permissible.

SUBMISSION OF BILL

50. The monthly bills in four copies of each type of car along with the log book / duty slip/s, parking slips, duly signed by the user are to be submitted by 10th day of next month. However, no defective/incomplete duty slips/bills will be entertained under any circumstances.

TERMS OF PAYMENT

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

52. Payment will be made on monthly basis within 30 days from the date of submission of commercially cleared bill through ECS subject to deduction of Tax as per rules.

GST

53. GST will be applicable as per rules.

OPERATING EXPENSES

54. All expenses required for running the vehicle/s such as cost of fuel, lubricants and other stores also for any repair or replacement including salary of drivers inclusive of statutory liabilities, cleaners and other staff, Insurance charges, Road Taxes, License Fees, Pollution clearance, etc. shall be paid and borne by the bidder/agency and no claim on any such account can be raised upon GRSE Ltd. In the regard.

LIQUIDATED DAMAGES / PENALTY

55. In case of failure to provide car, then bidder/agency shall be liable to pay liquidated damage/penalty @ Rs 500/- for all category except Fortuner, Audi, Mercedes and BMW, same will be charged @ Rs 1000/- for each such occasion. The bad conditioned car is to be replaced immediately on reporting by GRSE. Besides the above, GRSE would be at the liberty to hire equivalent vehicle from any other party / agency at the risk and cost of the bidder / agency on such occasions. A proportionate amount calculated on average per day requirement or the cost of alternate hiring whichever is higher shall also be recovered from bidder / agency's security money or from other pending bills at the discretion of GRSE Ltd. The cost and expenses under this clause however shall not be limited to the outstanding amount/Security Deposit etc. due to the bidder/agency.

REPAIR & MAINTENANCE

56. The vehicles to be provided to GRSE as per requirement during the contractual period should be kept neat and clean and maintained in good working & running order road-worthy condition as per standard practice. The vehicle/s should be repaired as per requirement for which all expenses will be borne by the bidder/agency. Such repairs should not disturb the allotted duty and GRSE Transport Department to be informed immediately of any replacement of the vehicle for the period of repair. In the event bidder / agency fails to provide / arrange alternate vehicle during repair/maintenance period, GRSE shall be entitled to exercise its remedy/ies as specified in clause 55 above.

REPLACEMENT AGAINST ANY COMPLAINT / BREAK DOWN

57. The bidder / agency shall have to withdraw the allotted vehicle on receipt of complaint from GRSE or user and substitute car of same model will have to be provided immediately. If for any reason what so ever including breakdown, the bidder/agency shall replace the allotted vehicle forthwith on receiving such information from GRSE/driver or the user so that GRSE/user is not put to suffer any inconvenience or difficulty. Vehicle and driver change details should be intimated to GRSE immediately. The bidder / agency shall ascertain that the operational requirement of GRSE should not suffer at any point of time.

58. Mere approval of vehicle after inspection does not relieve the bidder/agency from contractual obligation of providing comfortable vehicle. Whenever the vehicle becomes uncomfortable during the contractual period due to metallic sound, worn out seat cover, leakage of rain water, mechanical problem, etc., the bidder/agency shall be bound to replace the vehicle. In this regard the decision of GRSE or the Transport Officer / In-charge of Transport Department of GRSE would be final and binding on the bidder / agency.

59. In case, bidder/agency fails to provide suitable alternate vehicle within one hour of such reporting, the same will be considered as non-availability of vehicle. GRSE having right to arrange alternate vehicle/s from other source/s if the bidder / agency fails to provide the requirement. Extra charge incurred by GRSE for arranging alternate vehicle shall be deducted from the subsequent running bills of the bidder / agency. Besides GRSE shall be entitled to exercise its remedy/ies as specified in clause 56 above.

INDEMNIFICATION

60. The bidder/agency shall duly observe and comply with all laws, rules and regulations relating to running of the vehicles including all related statutory compliances with any administrative, inspection charges, etc. and shall keep GRSE fully indemnified of from and against any claim and demand in respect thereof. Bidder/agency must possess necessary licenses/registration with all statutory authorities, as are required in law.

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

COMPENSATION AGAINST ANY ACCIDENT

62. In case of any accident due to negligence of the driver or otherwise resulting in any damage of the vehicle and/or otherwise resulting in loss of life or injury to any of our employees/user or to any member of the public, all the damages and/or compensation payable to him/her or his/her legal representative shall be payable by the bidder/agency. In order to safe guard against such contingency, the bidder/agency must at its own cost take out a comprehensive Insurance with a reputed Insurance Company to cover full amount of compensation that may be payable in respect of any accident. However, the bidder / agency must advise clearly to the driver to adhere to the traffic safety rules and discipline within and outside GRSE. GRSE will not be responsible for any damage/injury/what-so-ever to bidder / agency's vehicle or driver. No claim whatsoever on any such account shall be raised by the bidder / agency nor shall GRSE be liable to make any payment in such regard.

PERIOD OF CONTRACT

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

64. There will be the provision of extension of contract period for 3rd year as well on same terms and conditions based on satisfactory performance in all respect.

RIGHTS

65. GRSE Ltd reserves the right for any variation, modification or alteration of any Terms or Conditions contained herein and such variation / modification / alternation shall be binding on the bidder / agency.

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

67. GRSE Ltd reserves the right to distribute the Order amongst more than one bidder at L1 rate in order to maintain uninterrupted services in fair, transparent & equitable manner as deemed fit and no claim/complaint in this regard will be entertained.

VIOLATION OF TRAFFIC RULES

68. The bidder/agency shall bear and pay all penalties or other amounts payable for violation of Traffic Rules or Motor Vehicle Act, etc. in vogue from time to time and GRSE Ltd shall not be responsible in any manner whatsoever in this regard.

OMISSION/COMMISSION

69. The bidder/agency shall be fully responsible for all acts of omissions or commissions of the employees to be deputed by them and shall be liable to reimburse all losses and damages caused to GRSE due to such omissions or commissions by the said employees, without any demur immediately on a demand by GRSE in such regard.

DECLARATION

70. The bidder/agency hereby agrees that if any inconvenience caused to the users of the vehicle/s due to:-

- i) Misbehavior of driver
- ii) Mechanical problems of the vehicle
- iii) Bad condition of the vehicle
- iv) Bad cleanliness including the floor
- v) or any other reason attributable to inconvenience,

The bidder/agency shall be obliged to take immediate remedial measures and/or change the vehicle as the case may be. All other Terms and Conditions are acceptable to the bidder/agency.

BREACH OF TERMS & CONDITIONS

71. In the event of failure or breach on the part of the bidder/agency to perform and/or comply with the Terms & Conditions of the contract, the contract shall be terminated by serving 30 days' notice in writing by GRSE at the risk and cost of the bidder/agency. Differential cost so incurred and/or any other loss or damage suffered by GRSE due to such failure on the part of the bidder/agency shall be recovered from the bidder/agency from their pending bills or through any other recourse considered appropriate. In addition to this recourse as above, the Security Deposit submitted by the bidder/agency shall also be forfeited by GRSE.

TERMINATION

72. In case, the bidder commit breach of any of the Terms and Condition set forth herein, including failure to render services, GRSE reserves its right to terminate the contract at the risk and cost of the bidder upon 30 days notice in writing.

FORECLOSURE

73. The contract may be foreclosed by GRSE without any financial implication/obligation whatsoever by giving one month's notice in writing with or without assigning any reason. In the event of foreclosure, the bidder / agency shall be entitled for payment of all their dues for the

services rendered by them till the date of foreclosure. No claim of any loss or damage whatsoever shall be claimed by the bidder / agency from GRSE on account of such foreclosure.

74. Eligibility Criteria:

1.	Should have valid Trade License of providing car hiring service.
2.	Should have valid GST registration no.
3.	Should have at least 5 years of work experience in the related job of providing Transport service to various organizations (Copy of Work Order or related document to be enclosed) and have at least 15 cars in their fleet.
4.	The vehicle to be provided should be of 2018 and onwards make
5.	Having full-fledged office in Kolkata.

75. PRICE :

<i>Sl</i>	<i>Type of car</i>	<i>Package (min per day)</i>	<i>Price</i>
1	SWIFT DZIRE/XCCENT/ETIOS/A MAZE	5 Hrs/50 Km	
2	TOYOTA INNOVA	5 Hrs/50 Km	
3	TOYOTA INNOVA CRYSTA	5 Hrs/50 Km	
4	HONDA CITY	5 Hrs/50 Km	
5	TOYOTA ALTIS COROLLA	5 Hrs/50 Km	
6	TOYOTA FORTUNER	8 Hrs/80 Km	
7	AUDI	8-Hrs/80 Km	
8	MERCEDES BENZ	8 Hrs/80 Km	
9	BMW	8 Hrs/80 Km	

** Hourly rate and KM rate will be the avg of minimum per day package rate and the minimum booked hour or KM.



FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 05 YEARS

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs (During last 05 years ending on 31st March, 2022):

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

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required



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

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

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:



**FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/
TENDER HOLIDAY**

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----
-----have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.04.2022 from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----
-----has received tender holiday from M/s------(name of PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations) from taking part in Government tenders for a period of ----- months w.e.f.-----to -----(date). The period is over on -----(date) and now our firm/company is entitled to take part in Government tenders. (relevant withdrawal/revocation document is attached).

In case the above information are found inappropriate, I/We are fully aware that the offer submitted by our firm / contract awarded to our firm/company namely M/s -----
-----will be rejected/cancelled by M/s GRSE, and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

Signature -----

Name -----

Designation: -----

Name & address of the firm: -----

Signature of Bidder with Seal.

CHECK LIST FOR BILL SUBMISSION - for Service Contracts				
A.	GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)			
A.1	BTN (as per BTS System):-			
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)			
A.3	PO Number			
A.4	Name of Vendor			
A.5	Location of work :	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises		
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put ✓ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp

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

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

For GRSE Use Only

B.	To be checked and verified by Bill certifying authority (Put ✓ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet(SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put ✓ Mark)			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed(if GP is not over)			

Signature of GRSE Bill Certifying Authority
with Designation