



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING) / (भारत सरकार का प्रतिष्ठान)

Address: 43/46, Garden Reach Road, Kolkata-700 024 43/46, गार्डन रीच रोड, कोलकाता-700 024

Phone/दूरभाषः(033) 2469-8100 to 8113 (Extn/बिस्तारः200/204/206/211), FAXफैक्सः (033) 2469-3932

Web siteवेबः www.grse.in, E-Mailई मेलः Nandi.Suchita@grse.co.in

CIN / सी आई एनः L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

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

Job Title / कार्य का नाम	Biennial Rate Contract for HIRING OF 200 kW / 250 kVA DIESEL GENERATOR SET DURING LAUNCHING, DOCKING, UNDOCKING, MOVEMENT OF SHIPS ON AS AND WHEN REQUIRED BASIS"	
NIT No / निविदा संख्या:	SCC/NK/OT/BRC/DG-200/053/ET-1902	DTD. 26-09-2022
SOTR	Annexure 2 of NIT	
Tender issuing Dept. / बिभाग द्वारा जारी	Contract Cell (संविदा बिभाग)	
Contact Persons		
Query regarding SOTR / other Technical Terms	Mr. Manish Kumar, DM(L&W), GRSE Main Unit E-mail: Kumar.Manish@grse.co.in Mobile no.: + 91- 8875471083	
In case of any difficulty in submitting / uploading of e-tender	Mr. Saraswat Palit, Sr. MGR (GRSE E-PROCUREMENT), e-mail: Palit.Saraswata@grse.co.in Contact: +91-33 24893902	

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

SCHEDULE सारणी		
Date of Prebid Meeting / बोलीपूर्व बैठक	11-Oct-2022	10:00 hrs.
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	14-Oct-2022	15:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	20-Oct-2022	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि	22-Oct-2022	12:00 hrs.
Minimum Offer Validity Period ऑफर की नियुक्तम वैधता अवधि	120days from date of opening of Tender (Part - I)	

**ARTICLE/अनुच्छेद 2:**

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent contractors to submit **Single Stage two-part bids (Part I : Techno-Commercial & Part II- Price Bid)** through e-tendering mode for the work of **"Biennial Rate Contract for HIRING OF 200 kW / 250 kVA DIESEL GENERATOR SET DURING LAUNCHING, DOCKING, UNDOCKING, MOVEMENT OF SHIPS ON AS AND WHEN REQUIRED BASIS"**.

ARTICLE/अनुच्छेद 3: Detailed Scope of work is mentioned in SoTR (Annexure-2)

ARTICLE/अनुच्छेद 4: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 मे उदधृत)	INR 500/- (Rupees Five Hundred only)
Earnest Money Deposit (EMD) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	INR 24,000/- (Rupees Twenty-Four Thousand only)
Security Deposit (SD) प्रतिभूति	INR 50,000/- (Rupees Fifty Thousand only)
Liquidated Damages परिनिर्धारित नुकसान	½ % per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	On completion of job on each occasion
EVALUATION OF L1 एल1 का मूल्यांकन	
• L1 Bidder shall be evaluated on totality basis as per BoQ.	

ARTICLE/अनुच्छेद 5: ELIGIBILITY CRITERIA पात्रता के मापदंड -**a) Technical Eligibility**

The bidder should have experience of successful execution of Similar Nature/Type of work i.e. Providing of Diesel Generator Set of Capacity more than 100kW / 125kVA on Hire Basis within Last 3 Years. Satisfactory Work Completion Certificates indicating the work order number and value of work issued by the party for whom the work is done to be submitted for assessment during TNC and/or CNC meeting. GRSE has the right to verify / cross verification of authenticity of the said documents whenever felt necessary.

For Startup Firms, the firms must possess at least 01 DG Set of 200kW Capacity.

b) Vendors on Tender Holiday / Blacklisted vendors

i. The bidder should give self-certification (**as per Annexure - 4**) 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 the date of submission of the Tended by the bidder. 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.

ii. 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.



iii.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.

iv.In case of non-submission of the self-certification document as per relevant format referred at SI (i) above, the bidder will be treated as non-responsive and their offer will be rejected.

- c) Documents mentioned in above clause to be submitted with Techno-commercial bid.
- d) Requisite formats attached with NIT to be filled up in support of above technical and financial eligibility criteria.

ARTICLE/अनुच्छेद 6: BOQ बी ओ क्यू

- a) BOQ given in the tender is tentative. It may vary according to actual requirement of job and may increase upto 200% of indicated quantity.
- b) The selected Bidder has to execute the required quantity at same rate and terms & Condition. Similarly, the quantity of individual items as well as total job value may be reduced also as per GRSE project requirement.
- c) Necessary amendment of the Purchase Orders will be issued accordingly.

Line Item	Sub Line Item	Item Description	Unit	Qty.
10	10	Fixed Hiring Charge for 01 set of 200 kW Generator with 3 PHASE METER, accessories, supply of Consumables (except Diesel), Installation & operation on board during movement considering positioning for 01 (one) working days at GRSE Units in Kolkata	Days	48
10	20	Transportation Charges for one Set of to & fro movement (payable once for each occasion of requirement)	LS	12
Total (L1 shall be determined based on basis of the Total Value of Line Items 10/10 & 10/20)				
10	30	Variable Charge for Cost of Diesel as per below mentioned formula:- 0.3 X Price per litre of Diesel for 1 kWh (One Unit) Metered (subject to payment for minimum 100kWh against each on each occasion of requirement i.e. each P.O. each DG Set)	As per formula	

Note:

1. **Variable Charge: Cost of Diesel** will be paid over and above the fixed charges as per actual usage based on metering (subject to payment for **minimum 100kWh** against each on each occasion of requirement i.e. each P.O. each DG Set) at the rate of **0.3 X Price per litre of Diesel for 1 kWh (One Unit)**. i.e. **the total Variable Charge Payable for Cost of Diesel shall be = 0.3 X Price per litre of Diesel X Units (kWh) Metered**. The average rate of Diesel prevailing at Kolkata during the actual period of requirement shall be considered on each occasion.
2. **THERE SHALL BE NO SEPARATE REIMBURSEMENT FOR CONSUMABLES EXCEPT FOR DIESEL.**
3. The **HANDLING FACILITY of DG Set at GRSE** (i.e. Placing On-Board and De-Boarding from Ship) shall be provided **by GRSE Free of Cost once each occasion**.
4. **Supply and installation of 3 PHASE METER with calibration certificate will be the responsibility of service provider. No extra claim for the same shall be entertained.**
5. Bidder may be required to supply 2 DG Sets at a time.



ARTICLE/अनुच्छेद 7: 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 bidders who qualify techno-commercially shall be opened.
- Opening date of Price Bid will be intimated accordingly to all qualified bidders.
- Disqualified bidders, either during technical or commercial assessment will also be intimated about their non-consideration for further processing.

ARTICLE/अनुच्छेद 8: Tenure of Contract अवधी

The rate contract shall be valid for a period of 02 (two) years. However, it may be extended for 01-year maximum upto 02 Times (i.e. 02 years), considering requirement of GRSE subject to satisfactory performance of the firm and mutual consent of both Vendor & GRSE.

Individual work order will be issued for each occasion based on established rate contract as per GRSE requirement and the following shall be specified in the specific PO.

- Job Starting Date कार्य आरम्भ तिथी** - Job is to be started within the date as indicated in respective LOA/PO.
- Quality Assurance Authority:** Inspection shall be usually done by L&W Dept. of respective Unit / as specified in PO.
- Work Done Certificate (W.D.C.) Authority**
- Bill Certifying Authority**

ARTICLE/अनुच्छेद 9: JOB EXECUTION कार्य निष्पादन – Job is to be carried out strictly as per SOTR and GRSE requirement and in case of doubt, instructions of the officer-in-charge (L&W Department) or their authorised representative is to be followed.

ARTICLE/अनुच्छेद 10: GUARANTEE & WARRANTY गारंटी एवं वारंटी – NOT APPLICABLE.

ARTICLE/अनुच्छेद 11: PRICE मूल्य

Price quoted and agreed will be firm and fixed with all taxes & duties (excluding GST) for the entire contract period of 2 years.

GST is to be indicated separately in the Price bid and will be paid extra.

No escalation on Hiring Charge / Transportation Cost whatsoever will be considered under any circumstances within the stipulated period of contract i.e. 2 years.

ARTICLE/अनुच्छेद 12: ESCALATION मूल्य वृद्धि

No escalation, whatsoever, in Fixed Hiring Charges / Transportation Cost will be considered under any circumstances within the 02 (Two) years of Contract period.

ARTICLE/अनुच्छेद 13: FREAK LOW QUOTES अतर्कसंगत भाव

- 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 punitive action will be taken in line with provision of Bid Security Declaration.



- b) 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 analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & the next quote will be considered as L1.
- c) If the justification of L1 bidder is acceptable to GRSE, then the bidder has to submit a declaration for execution of 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/अनुच्छेद 14: OFFER VALIDITY प्रस्ताव की वैधता - Offer should be valid for **120 days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

ARTICLE/अनुच्छेद 15: CONDITIONAL OFFER सशर्त प्रस्ताव - Conditional offers w.r.t. SOTR (Annexure 1) will not be accepted. However, in case the bidder wishes to deviate from any/ some commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE, then suitable loading factor for such deviation on the price quoted by the bidder will be formulated during technical/commercial negotiation and the factor will be loaded on the price quoted by the bidder for determination of L1 price.

ARTICLE/अनुच्छेद 16: DETERMINATION OF L1 एल-1 का चयन

- a) **L1 bidder will be decided on Totality basis as per indicative BoQ mentioned in the tender.**
- b) However, in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering suitable loading factor for such deviation on the quoted price as mentioned in Article-15 above.

ARTICLE/अनुच्छेद 17: MICRO & SMALL ENTERPRISES सूछम एवं छोटे उद्योग - Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC).

All Micro & small enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

ARTICLE/अनुच्छेद 18: AWARDING JOBS TO MULTIPLE BIDDERS बहुल बिडर के लिए ठेका कार्य

Not applicable.

Rate Contract (valid for 2 years from the date of placement of Rate Contract) shall be entered into with only the successful Bidder.

ARTICLE/अनुच्छेद 19: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

- i. 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.
- ii. 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.

- iii. 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.

- iv. 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.
- v. 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 an irrevocable waiver of any such objection.
- vi. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- vii. 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.
- viii. 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.
- ix. 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%.
- x. 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.
- xi. A Bidder is allowed to submit only one Bid under any capacity / status.
- xii. Difficulty in submitting the bid the issues may be got clarified from the respective persons as mentioned at Page-1 of NIT.
- xiii. **E-mail Address of Vendor for communication संचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.

ARTICLE/अनुच्छेद 20: 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://eprocuregrse.co.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; Central Public Procurement Portal <https://eprocure.gov.in/cppp/> and GRSE website <http://www.grse.in/index.php/tender.html>.



They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

- d) Bidders need to fill up Part-II (Price) bid online in 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) under any category / package, 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 (0)** 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) PREVALANCE OF VERSION / संस्करण की व्यापकता:

In case of any discrepancy between English and Hindi version **the English Version shall prevail.** / अंग्रेजी और हिंदी संस्करण के बीच किसी भी विसंगति के मामले में अंग्रेजी संस्करण मान्य होगा।

ARTICLE/अनुच्छेद 21: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड - Following bid rejection criteria may render the bids liable for rejection:

- a) Quoted rate is less than the total wage (including Statutory payables) to be paid for deployment of manpower towards successful completion of the Tendered Work / as indicated in SoTR.

Minimum Wages	
Minimum Wages to be paid from 01-Apr-2022 as per Order No: 1/ 4(3)/2022-LS-II dtd: 29-July-2022 issued by Chief Labour Commissioner(C), Govt. of India, Ministry of Labour & Employment	
Category	Minimum Wage (in INR)
Unskilled	695
Semi-Skilled	770
Skilled / Clerical	846
Highly Skilled	919
PF, ESIC and other Statutory responsibility (Bonus, Earned Leave, etc.) to be considered as per Govt. directive over and above the minimum wage rate.	



- b) 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.
- c) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- d) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- e) Bid received without qualification documents, where required as per the tender.
- f) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- g) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- h) EMD validity period is shorter than specified in the tender enquiry. (Not applicable for this tender)
- i) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- j) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- k) Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date. (Not applicable for this tender)

ARTICLE/अनुच्छेद 22: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा

A. Security Deposit प्रतिभूति जमा

Non-interest-bearing security deposit of **Rs 50,000/- (Rupees Fifty Thousand Only)** is to be deposited in the manner elaborated at clause 5 of STAC. 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. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)

Work done certificate will be issued by the W.D.C. Authority as mentioned in specific order. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

C. Bill Certifying Authority बिल प्रमाणन प्राधीकर:

Bill to be certified by **Bill Certifying Authority** as mentioned in specific order.

D. Bill Submission बिल प्रस्तुति:

On obtaining WDC, invoice are to be raised. Bills are to be submitted along with supporting documents (Work Done Certificate copy) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

E. Payment Terms भुगतान की शर्तें:

- (i) 100% Payment of each bill with full GST will be released on successful completion of each occasion within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority.
- (ii) Release of payment is subject to clearance of labour related mandatory liabilities of the Contractor as applicable including but not limited to ESI for the period of deployment / Documentary Evidence of Workmen Compensation Policy covering the deployed workmen.
- (iii) Payment will be made on actual certification basis.



(iv) Transaction fee of Rs 500.00 for first return & Rs 1000.00 for subsequent return of bill with inappropriate / incomplete documents will be charged.

F. Liquidated Damages निर्णीत हर्जाना

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

G. Risk Purchase जोखिम खरीद

In case the contractor fails to maintain the schedule of any specific order following the rate Contract, GRSE reserves the right to get the work done by alternative source at the risk and cost of contractor.

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

H. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी): One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.

ARTICLE/अनुच्छेद 23: SUBMISSION OF BID बिड की पेशी

- A. 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. However, if the scanned copies are not uploaded with Part-I bid, then the original copies are to be submitted within 03 days from opening of Part I bid.
- B. 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.
- C. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- D. 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/अनुच्छेद 24: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा की संलग्नक प्रपत्र:**

Please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure Related to tenders of Sub-Contracting Activities

Annexure / संलग्नक	Description /
1.	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
2.	Statement of Technical Requirement (SOTR)
3.	Format for Eligibility Criteria
4.	Format of Self-Certification For Declaration Regarding Blacklisting/ Tender Holiday
5.	Format for – Disclosure by Contractor of existing work load
6.	Check List for Bill Submission – For Service Contracts
7.	Format for – Non-Disclosure Agreement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
8.	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
9.	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
10.	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
11.	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
12.	Check List for Bill submission (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
13.	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
14.	Format for Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
15.	Format for Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
16.	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)

ARTICLE/अनुच्छेद 25: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

Self-Attested documents are to be scanned and uploaded with Part I of e-bid

ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज

1.	DD/PO or MSE/NSIC Exemption certificate towards tender fee & Ear
2.	Technical Acceptance format as available with NIT after being downloaded and filled up
3.	Commercial Acceptance Format as available with NIT after being downloaded and filled up
4.	Format for Eligibility Criteria
5.	Documentary evidence in support of meeting the Eligibility Criteria
6.	Format of Self-Certification For Declaration Regarding Blacklisting/ Tender Holiday
7.	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC
8.	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner



9.	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.
10.	Copies of registration with PF, ESI authorities.
11.	Government e-Market Place (GeM) registration certificate with Unique GeM Seller ID
12.	The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)

The Bidders should mention the following in the Commercial Matrix of NIT:

- "Unique Seller ID" allotted by GeM (Government e-Market Place) and
- The Registration Number allotted by Trades Receivable e-Discounting System (TReDS). The TReDS Registration Number is only applicable for MSME firms.

The Bidders not registered for Sl. No. 11 & 12 above should apply for registration of the following facilities in portals as per directives of the Government of India.

- GeM (Government e-Market Place) → website: <https://gem.gov.in>
- TReDS (Trades Receivable e-Discounting System) → website: www.invoicemart.com

Registered Vendors with GRSE need not upload documents at Sl. No. 7 & 10 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.

ARTICLE/अनुच्छेद 26: 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	EMD instrument	
NOTE:	If instruments submitted through demand draft, the same to be drawn in favor of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	KOLKATA
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of Addl. General Manager, Contract Cell, Commercial Department, New Building complex, 1 st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).	

ARTICLE/अनुच्छेद 27: PRE-BID MEETING बोलीपूर्व बैठक:

- Prebid Meeting shall be held on 11-Oct-2022 at 10:00 Hrs at office of Contract Cell, GRSE Main Unit located at 43/46, G. R. Road, Kolkata – 700024.
- Bidders are requested to forward their queries over email addresses Kumar.Manish@grse.co.in & Kar.Nilanjan@grse.co.in by 12:30hrs IST on 10-Oct-2022.

Nilanjan Kar

Sr. Manager (Contract) / वरिष्ठ प्रबन्धक (संबिदा)

Garden Reach Shipbuilders & Engineers Limited

43/46, Garden Reach Road, Kolkata – 700063.



Annexure -1:
STANDARD TERMS & CONDITIONS (STAC)
मानक निबंधन और शर्तें (एसटीएसी)

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

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

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

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

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

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

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

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.

ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.

iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.

iv. Above allocation of order will be done only if the tendered service is allocable.

v. In addition MSE firms will be entitled to avail the following benefits:

a. Tender Documents will be issued free of cost.

b. Earnest Money Deposit will be exempted.

c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.



(3) Tender Fee (निविदाशुल्क): Non Refundable:-

- i. Amount of declared non-refundable Tender Fee is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Tender Fee. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iii. Exemption of Tender Fee is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- iv. Non-submission of Tender Fee or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against Tender Fee submitted by way of DD/PO.

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

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. Exemption of EMD is not applicable for JV / Consortium even if all the parties of the JV / Consortium are eligible for such exemption on individual basis
- v. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- vi. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.

vii. Refund of Earnest Money Deposits

- a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
- b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.
- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.



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

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in Clause 21 hereinafter.
- c. The successful bidder fails within the specifies time limit to:
 1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

(5) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):

i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

iv. NSIC registered under single point may be exempted from depositing the security deposit. However, this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate / EM Part-II should cover the activity for which tender is issued.

(6) COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन)

If ESI & PF of the engaged laboures are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

(7) GST REGISTRATION (जी एस टी पंजीकरण)

The vendor will have to submit copy of GST registration certificate along with the Technical bid.

(8) GUARANTEE PERIOD (गारंटी अवधि): Guarantee / Warranty is applicable for a Period of 12 (Twelve) months from the date of completion of work.

(9) PRICE (मूल्य):

a) Price bid need to be filled up in html format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But for break-up of prices, GRSE may attach



excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

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

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

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

(10) JOINT VENTURE OR CONSORTIUM (संघठन):

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

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

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

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

iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,

v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.

vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,(work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of that minimum criteria failure to comply with which the bid shall stand rejected.

vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,

viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,

xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.



(11) SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा):-

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

(12) EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री):-

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

(13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ

The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –11. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and non using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE –11. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा)

The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (OHSAS 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

(15) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

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

(16) INSURANCE (बीमा)

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

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

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

(17) SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थल प्रभारी/कार्य-पंजी एवं अन्य लिखित प्रमाण):

- a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- b) Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
- c) Details of technical personnel deployed for the job.
- d) Monthly progress report.
- e) Log book for re-work/ modification.
- f) Details of materials brought by vendor along with copies of challan.



g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

(18) WORKING HOURS (कार्य करने की अवधी):

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

(19) INDIVIDUALITY OF THE CONTRACT (ठेका की वैयक्तिकता):

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

(20) SECURITY OF INFORMATION (सूचनाओं की गोपनियता):-

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

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

(21) REGISTRATION OF APPROVED VENDOR (स्वीकृत विक्रेता का पंजीकरण):

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

(22) CONTRACT WORKMAN WAGE PAYMENT (ठेका श्रमिकों की मजदूरी): -

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

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

(24) INSPECTION (निरीक्षण):-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of



repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(25) CORRECTION OF ERRORS (त्रुटी सुधार):

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

(i) For manual tendering: -

- a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(ii) For tendering through E-PROCUREMENT: -

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

(26) FORCE MAJEURE (फोर्स मेज़योर):

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

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

(27) TERMINATION OF CONTRACT (अनुबंध की समाप्ती):

In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

(28) DAMAGE OF MATERIALS / EQUIPMENTS (समान/उपकरण की छति):

The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.

(29) OFFICE & STORAGE SPACE (कार्यालय & भंडारण):

The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(30) ARBITRATION (मध्यस्थता):-

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.



- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.
- viii) The language of the proceeding shall be in English."

(31) JURISDICTION (न्यायअधिकार क्षेत्र):

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.



1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, **NIT statement may be taken as final.**
2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



ANNEXURE-2

SOR FOR HIRING OF 200 kW / 250 kVA DIESEL GENERATOR SET DURING LAUNCHING, DOCKING, UNDOCKING, MOVEMENT OF SHIPS ON AS AND WHEN REQUIRED BASIS

1. Vendor's Scope of Work:

- a) Providing 200 kW / 250 kVA, 415 V, 3 Phase, 50 Hz Diesel Generator Set with accessories including but not limited to calibrated 3 phase meter, spares (if required), tools and DG battery on as and when required basis.
- b) Operator for installation on-board, cable connection, STW and operation. Positioning of operators for DG sets as per GRSE requirement is the responsibility of the Vendor. All operators must use personal safety gears i.e. gloves, helmets, etc. All operators must be covered under ESIC / Workmen Compensation Policy and documentary evidence of same to be provided prior to deployment on each occasion.
- c) Transportation of DG Set to & from GRSE. Payment of 1set of to & fro journey shall be payable for each occasion.
- d) Supply of Diesel as consumable. There shall be no separate reimbursement for consumables except for diesel.
- e) Location of Supply of DG Set shall be GRSE Units in and around Kolkata viz, Main Unit, FoJ Unit, RBD Unit & KPDD.
- f) After launching the supplied items are to be collected from ships at Main/FOJ/RBD/KPDD Units on the next day.

2. GRSE's Scope

- a) The HANDLING FACILITY of DG Set at GRSE (i.e. Placing On-Board and De-Boarding from Ship) shall be provided by GRSE Free of Cost once each occasion.
- b) GRSE will provide necessary interconnecting cables and material handling facilities to the extent practicable for DG sets.

3. Inspection

- a) Inspection Authority shall be L&W Dept. of respective Unit / Project.

4. GRSE shall not be liable for any compensation arising due to damages to DG Set during operation or transportation and / or injury to personnel deployed by Vendor.

5. The vendor shall be liable to make good any damage caused to GRSE or any other property or material caused due to improper operation of the DG Set.

NB: BOQ to be considered as Article-15 of NIT



ANNEXURE-3
FORMAT FOR ELIGIBILITY

1. **Name of the Bidder:**
2. **Job Description:**
3. **Tender Reference:**
4. **Address of Registered / Regional / Liason Office in and around Kolkata (Ref Clause-d of Article – 19)**

(A) Details of relevant jobs:

Sl. No.	Description of relevant jobs (Last 3 years)	Order No., Date & Value (in INR) <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual Start & Completion date as per Order	Scope of work for existing contract (To quantify)	Satisfactory Completion Certificate (Copy to be attached)

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-4

FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY
(To be submitted in Company's Letterhead)

1. Name of the Bidder with Address:

Date:

2. Job Description:

3. Tender Reference:

Sub: SELF-CERTIFICATION

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 -----(date) 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 is found inappropriate / false, 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 of Authorized Representative with official seal)

Date:

Name:

Designation:

NB: PLEASE ENCLOSE COPY OF RELEVANT DOCUMENTS

*Strike out / omit whichever is not applicable



ANNEXURE - 5
FORMAT OF DECLARATION FOR EXISTING RELEVANT WORKS / ORDERS
(To be submitted in Company's Letterhead)

Name of the Bidder:

Job Description:

Tender Reference:

Details of Existing relevant jobs:

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-6: CHECK LIST FOR BILL SUBMISSION - for Service Contracts

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

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