

**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 दूरभाष: (033)2469-8100 to 8114 Extn बिस्तार 200/, FAX फैक्स: (033)2469 3932****Web site वेब: www.grse.nic.in, E-Mail ई मेल: Talukdar.Kaberi@grse.co.in****CINसी 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/KT/OT/BRC/Catering/ SVL/066/ET-1928 Dtd. 07.02.2023
Job Title कार्य का नाम:	Biennial Rate Contract for "Catering Service during Ship's Trials for SVL, ASW-SWC and other ongoing Projects at GRSE" [to be executed as per SOTR No: NIL dtd. NIL at Annexure-1]
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell

**** NOTE:** Quantity and no. of days mentioned in SOTR (Annexure-1) as well as in Technical /Price matrix is tentative. Number of ships, number trials per ship and quantity of item in each trial will vary as per actual requirement of GRSE.

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

SCHEDULE सारणी		
Bid submission Start Date निविदा जमा करने की प्रारंभिक तिथि	08/02/2023	14:00 hrs
Bid submission Closing Date निविदा जमा की अंतिम तिथि	01/03/2023	12:00 hrs
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	02/03/2023	14:00 hrs
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	120 days from date of opening of Tender (Part - I)	

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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 3 मे उदधृत)	INR 500
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 4 मे उदधृत)	INR 3,82,000/-
Security Deposit (SD) प्रतिभूति	3%of individual Order Value (inclusive of GST)
Liquidity Damage परिनिर्धारित नुकसान	0.5% per week, Max 5% of unexecuted job
Billing Frequency बिल करने की अवधी	On Completion Job (each trial)
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on totality basis



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 संलग्नक 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 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 & 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.no.	DESCRIPTION
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	Signed Bid Security Declaration Format or MSE/NSIC Exemption certificate towards EMD
3	Technical Acceptance format as available with NIT after being downloaded and filled up
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up
5	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
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]

*** [The submission of EMD & Tender Fee, Security Deposit instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSME certificates by the firms]**



- 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 में उद्धृत)	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 General Manager_ CC&VD, Contract Cell, GRSE Main Unit, within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it (preferably through speed post /courier service).

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

(A) Tenure of Contract संविदा कार्यकाल- The rate contract shall be of duration for 02 (two) Years from the date of placement of rate contract order. The contract period may be extended /reduced as per requirement of GRSE production schedule.

(B) Mobilisation Period लामबंदी अवधी- Job starting date will be intimated 48 hours in advance of Ship's movement time. Actual date & time will be intimated by PL of ship in due course.

(C) Job Completion Schedule कार्य समाप्ती तिथी - Job requires to be completed as per GRSE schedule and as per instruction of PL/PCO of the ship.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

- (A) Job is to be carried out strictly as per SOTR/ instructions of the PL/PCO are to be followed.
- (B) Work Orders will be issued as per requirement of GRSE within the Rate Contract period.
- (C) **Cancellation of Trial:** - If the trial is cancelled within less than 24 hrs. notice, 50% of first day Meal Charge (The meal charge shall include charges of Breakfast and Lunch only) will be paid. No charge is payable if the trial cancellation intimation is given 24 hrs. in advance of ship movement time.
- (D) **Reduction in trial period:** - If the trial period is reduced, reduction charges @25% of next three meal charges will be paid. Meal charge shall include charges for breakfast, lunch & dinner only. Caterer will take all balance materials. [Next three meal charge means: If vendor disembarks after Lunch then they will be eligible for 25% payment for 01 Dinner, 01 Breakfast & 01 Lunch on account of reduction in trial period].
- (E) **Quantity variation:** - Quantity mentioned in the tender may vary during execution of the job. Purchase order will be amended as per actual requirement during execution/after completion of job.



- (F) **Security requirement:** - Vendor has to submit a list of personnel to be Board the ship; duly verified by the local police: stating that they are employee of the vendor and their character & antecedents are known to him and there is no criminal record against them are to be submitted by 13:00 hours on the previous day of trial commencement for making computerized passes. The men who are to board the ship are to be made available at Security Office for verification.

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

Not Applicable

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed for the entire contract period till completion of the work awarded during the valid contract period of 02 years. 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

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

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -

- In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line with the provision of Bid Security Declaration /as per GRSE Vendor policy.
- 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.
- If the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & the next quote which complies with the tender requirement will be considered as L1.
- If the justification is acceptable to GRSE, then the bidder has to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract GRSE shall reserve the right to impose tender holiday for a period of at least 03 years.

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

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

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. 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 -

L1 bidder will be decided on totality basis. Bidder has to quote for all line items in price bid. However, in case of loading the price due to any deviation against the tender, GRSE will evaluate L1 bidder offline, considering all applicable loading factors decided during TNC / CNC proceedings on quoted price as mentioned in Article 12 above.



ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as part of SOTR given in the tender is tentative and the quantity indicated in SOTR is for 01 Ship (however, quantity indicated in the Price Bid matrix is for 04 nos. SVL & 04 nos. ASW SWC ships). During the tenure of rate contract, job may be required for other ships also and the vendor has to execute the work at same rate, terms & condition that will be established for the whole tenure of contract. The quantity may be increased by +300% on the indicated quantity of Price Bid Matrix.

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 farther 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 सूछ्छम एवं छोटे उद्योग -

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

ARTICLE 18 अनुच्छेद-18: ELIGIBILITY CRITERIA पात्रता के मापदंड -

A. Technical Criteria तकनीकी मापदंड -

Technical Eligibility Criteria:

- Vendors should have past experience in providing similar services at Kolkata for ships under trials at sea in the last 5 years. Copy of past orders and work done certificate to be enclosed (with **Annexure-03**) while quoting. It would be preferable that the caterer has kitchen, supply and other related logistics facilities at Raichak.
- Cooks & Stewarts should have experience in rough sea
- Vendor should have valid Health Certificate from KMC
- Vendor should possess valid Food Trade Licence
- Vendor should have capacity to serve in more than one trial simultaneously.
- The bidder should give self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 financial years ending on 31.01.2023. 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. Self-certification to be submitted as per **Annexure-5**.

B. Financial Eligibility Criteria वित्तीय मापदंड -

Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31stMarch, 2022 should be at least **Rs. 57 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 to be submitted along with the part – 1 bid as per format given in **Annexure-4.**

- C. The bidder should give self-certification that they neither been Blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during **last 03 years ending on 31.01.2023.** The bidder has to submit self-certification for the same along with the techno-commercial offer. If any tender holiday was issued to the bidder prior to last 03 years, a letter of revocation from appropriate authority should be submitted along with techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated. Self-certification is to be submitted as per format attached at **Annexure-5.**

[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** of Article 3 to be filled up by the bidders in support of above technical and financial eligibility criteria and submit the same along with the Techno-Commercial bid.

ARTICLE 19 अनुच्छेद-19: 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 SOR or other technical terms may be got clarified from **Mr. Aravind Shankar, AGM (Hull)**, e-mail: Shankar.Aravind@grse.co.in (Mob. 7382013796) 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 20 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://www.grse.in/etender> or <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-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 21 अनुच्छेद-21: 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.20(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 22 अनुच्छेद-22: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा -

i. Security Deposit प्रतिभूति जमा -

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

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

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

iii. Bill Submission बिल प्रस्तुति:

On obtaining WDC bills to be raised in line with job stage recognition stated in SOR. Bills are to be submitted at the Bill Receiving Counters located at the gate of each unit of company. Bill is to be packed in sealed envelope super scribing on the envelope stating Purchase Order No., Vendor code, Bill No./ Invoice, Name of person /employee to whom bill is to be addressed for processing. For Ship related Service Bill, the Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

iv. Payment Terms भुगतान की शर्तें:

a. 100% payment with full GST will be released within 30 days of receipt of bill duly certified by PL and supported with satisfactory work done certificate duly certified by PCO/PL.

b. Bill(s) are to be raised ship wise. Payment will be made on actual certification basis.

v. Inspection: - PL/PCO/Catering officer I/C onboard ship & onboard GRSE's Medical Officer

vi. Liquidated Damages निर्णीत हर्जाना

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

vii. Risk Purchase जोखिम खरीद

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

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

viii. 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.

- ix. **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.
- x. **Contractor's Safety Personnel:** 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.
- xi. **Damage of Materials/ Equipment:** - The Subcontractor will ensure that NO Damage is caused to the Materials, Equipment's or any other property of GRSE during construction due to negligence and/ or any reason whatsoever by the subcontractor. The cost of damage will be suitably recovered from Subcontractor's bill.

ARTICLE 23 अनुच्छेद 23: 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 24 अनुच्छेद 24: CONTRACT WORKMAN WAGE PAYMENT ठेका श्रमिक मजदूरी अदयगी

Payment of wages to the contractor's employee should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory. Vendors are to comply all statutory provisions for disbursing payment to their workmen/employees.

Ms. KABERI DAS TALUKDAR
MGR (CONTRACT)
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**SPECIFICATION FOR CATERING SERVICE DURING SHIP TRIALS
FOR SVL (Yd. 3025 -28) AND ASW SWC PROJECT**

INTENT

1. It is the intent to outsource catering services during conduct of sea trials for ships of SVL project and ASW SWC Project at Kolkata.

QUALIFYING REQUIREMENT

2. Vendors should have past experience in providing similar services at Kolkata for ships under trials at sea in the last 5 years. Copy of past orders and work done certificate to be enclosed while quoting. It would be preferable that the caterer has kitchen, supply and other related logistics facilities at Raichak.

SCOPE OF SERVICES

3. All foods are to be supplied in Meals Ready to Eat (MRE)/ Easy to cook form.
4. Trial duration will be of approximately 06 days.
5. Number of heads will be 250 (appx). for SVL ships and 200 (appx). for ASW SWC Ships Payment will be made as per actual consumption.
6. The vendor has to provide adequate staff (restricted to 10 heads) for storage/ accounting/ distribution of eat/ coffee/ breakfast/ tiffin/ packed meal and preparation of Khichuri in emergency.
7. The vendor has to provide adequate numbers of plates, spoons, glass etc. which should be made of bio-degradable substances for serving foods.
8. The vendor has to provide 03 in nos Tea/ Coffee/ Tomato soup/ lime tea vending machine with operator. Extra 01 in no. vending machine to be taken as standby.
9. 04- 06 nos water dispenser to be provided by vendor to serve water.
10. Vendor has to carry ration for Khichuri (for 03 meals in emergency) for 200 individuals.
11. All foods to be loaded onboard ship at FOJ/Main /RBD unit 4 hrs before sailing.
12. Special care for hygiene and cleanliness for preparing/ serving food is to be ensured. Handling food items and utensils with bare hand to be avoided during serving of food.
13. Cooked food will be checked by Medical Officer/ PL/ Catering Officers I/c on board ship for quality, hygiene and cleanliness of the food served.
14. The vendor has to carry 04 nos Deep Freezers onboard of 200 Ltrs capacity each.

15. For smooth functioning of catering service vendor has to make provision of printed coupon (Breakfast, Lunch, Tiffin and Dinner) for distribution among personnel.

16. Disposal of items to be avoided at sea or river as per environment rules. Sufficient disposal storing bags may required to be arranged to carry the disposal at shore for further disposal as per norms.

17. Details of Menu are as appended below: -

Item Description	Details
Breakfast	<u>For day 1,2 and 3</u> - Bread, Butter, Jam, Egg, Sweet and Fruit.
	<u>For day 4,5 and 6</u> - Puri & Bhaji (Veg), Sweet, Dates and Fruit
	Fruit (Apple/Orange) - 300 nos for trial agency, foreign OEM and contingency measure
Lunch	<u>For day 1,3,5 and 6</u> - Rice, Chicken/ Fish/ Paneer, Veg curry, Dal and Butter Milk Tetra Pack/ Curd, Sweet & Fruit
	<u>For day 2 and 4</u> - Cooked Khichuri, Pickle, Egg & Potato Fry/ Curd and Butter Milk Tetra Pack, Sweet & Fruit
	Sweet (Medium) - 300 nos for trial agency and contingency measure
Dinner	<u>For day 1,2,3,4,5 and 6</u> - Rice/Roti, Pickle, Chicken/ Veg, Curry, Butter Milk Tetra Pack, Sweet & Fruit
	Dahi/Lassi and Fruit Juice - 200 Nos each for trial Agency, foreign OEM and contingency measure
Mineral Water for day 1-6	20 Ltr Jar (25 Nos per day)
Mineral Water for day 1-6	1 Ltr Bottle (100 Bottles per day)
Tiffin	<u>For day 1-6</u> - 02 nos cake and soft drinks (200 ml tetra pack), Lime Water
Tea/Coffee/Tomato Soup/ Cold Drink	<u>For day 1-6</u> - 10 times Tea/Coffee/Tomato soup @ 150ml each per day
	Cold Drink (2 Ltr Bottle) - 40 nos for Trial Agency, foreign OEM and contingency measure
Lime Water	<u>For day 1-6</u> - 02 times Lime water@ 200 ml each per day
	<u>Serving Lime water at machinery compartment</u> - 250 ml 12 times (02 times per 04 hours watch) for the watchkeepers and trial teams.

PAYMENT

18. Payment will be as per actual consumption of food/ items. Work Done Certificate will be issued after the conduct of sea trials by officer nominated by PL. Bill will be certified by PL of concerned Yard.



STANDARD TERMS & CONDITIONS (STAC)
मानकनिबंधनऔरशर्ते (एसटीएसी)

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

Not applicable for this tender.

(2) **Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -**

- a) i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid UdyogAadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit
- b) A minimum of 3% reservation will be provided for MSEs owned by women entrepreneurs out of the above 25% reservation. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded.
- c) Following facilities/benefits will be given to MSEs :-
(i) Issue of Tender sets free of cost.
(ii) Exemption for payment of Earnest Money Deposit.
- d) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other non-MSE bidder(s) shall be eligible for purchase preference for at least 25% of the tender quantity (subject to tender quantity being adequate and divisible for this purpose) provided the MSE matches the L1 landed cost at GRSE. To avail this purchase preference, submission of EM Part-II / NSIC / UAM / Udyam Registration certificate is mandatory failing which the benefit will not be accorded.

(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.
- e) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance of 25% with other non-SC/ST MSEs.

(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share balance of 25% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.
- f) **Non-Divisibility of Tenders:-** In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to bringing down of price to L-1 by the MSE concerned. **However contract will be awarded as per GOI policy and at discretion of GRSE.**



- g) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer or the same should be indicated in the relevant document (NSIC / Udyog Aadhaar Memorandum (UAM) / Udyam Registration Certificate).
- h) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE shall be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- i) All Micro & Small Enterprises are required to declare their Udyog Aadhaar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

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

i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno commercial concurrence format.

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

(4) EARNEST MONEY DEPOSIT (INTEREST FREE)

i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.

ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.

iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.



iv. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.

v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.

vi. Refund of Earnest Money Deposits

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

vii. Forfeiture of Earnest Money Deposit

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 26 hereinafter.
- c. The successful bidder fails within the specified 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 percent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of Order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii) If S.D is submitted in the form of B.G then same is to be forwarded directly to our Addl. Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.



iii) S.D. amount would be refunded / returned after successful execution of the job. Vendor is to apply for release of their SD which has to be certified by executing dept of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

- (6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)**:- If ESI & PF of the engaged labourers 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 (जीएसटी पंजीकरण)**:- The vendor will have to submit copy of GST registration certificate (including Annexure-A & B of GST regn. certificate) along with the Technical bid.
- (8) **GUARANTEE PERIOD (गारंटी अवधि)** :- Workmanship will be guaranteed for satisfactory performance for a period as stated in NIT. Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub-contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

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

(9) **PRICE (मूल्य)**:

- a) Price bid need to be filled up in html format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But for break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.
- b) L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT.
- c) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

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



- (10) **JOINT VENTURE OR CONSORTIUM (संघटन):-** The bids submitted by a joint-venture or Consortium of two or more firms as partners shall comply with the following requirements:
- i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners
 - ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,
 - iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,
 - iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,
 - v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.
 - vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say, (work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) .The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.
 - vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,
 - viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,
 - ix) The contract agreement shall be signed jointly by each joint venture/consortium partners..

(11) **SUB-CONTRACTING OF SUB-CONTRACTED JOB (उपसंविदाकार्यका उपसंविदा):-**

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 PRECUATIONS अग्नि एवं संरक्षा सावधानियाँ**- The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed NIT/SLA. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in NIT/SLA. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.
- (14) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY (पर्यावरण प्रबंधन एवं व्यावसायिक स्वास्थ्य सुरक्षा)**: - The vendor shall ensure compliance of Environment Management System (ISO 14001:2015), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.
- (15) **ENERGY CONSERVATION (ऊर्जा संरक्षण)**:-
GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001:2018.
- (16) **INSURANCE (बीमा)** :- The Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to –
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.
- (17) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:**
a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
b) Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
c) Details of technical personnel deployed for the job.
d) Monthly progress report.
e) Log book for re-work/ modification.
f) Details of materials brought by vendor along with copies of challan.
g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.



(18) **WORKING HOURS:**

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

(19) **INDIVIDUALITY OF THE CONTRACT:**

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

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

(21) **SECURITY OF INFORMATION:-**

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

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

(22) **REGISTRATION OF APPROVED VENDOR:**

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

(23) **CONTRACT WORKMAN WAGE PAYMENT: -**

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

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

(25) **INSPECTION:-**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.



- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.

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

(26) **CORRECTION OF ERRORS:** Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:

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

- (ii) For tendering through E-PROCUREMENT:-

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

(27) **FORCE MAJEURE:-**

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

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or



any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

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

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

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

(31) **ARBITRATION (मध्यस्थता):-**

- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi. Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for



appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

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

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

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

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



FORMAT FOR TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

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

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

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

Note: Please add additional pages if required.



ANNEXURE-4

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

Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs. In Lacs)
1	2021-22	
2	2020-21	
3	2019-20	

(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 **31.10.2022** 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: -----

Date:

Signature of Bidder with Seal.



Annexure-11

<u>CHECK LIST FOR BILL SUBMISSION - for Service Contracts</u>				
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



ANNEXURE-6 "A"

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
THE CONTRACT LABOUR (R & A), ACT, 1970 AND CENTRAL RULES, 1971

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form –II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</i> The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	Renewal of labour license	Form –II	Contractor	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	Notice for commencement / completion of work	Form-VII	Contractor / Principal Employer	The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department.
MAINTENANCE OF REGISTERS				
04	Employee Register	FORM – A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM – B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM – C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM – D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.



SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	Employment Card	Form – XII	Contractor	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	Service Certificate	Form – VIII	Contractor	To be issued by the contractor upon termination of employment / completion of work etc.
10	Wage-slip	Form – XIX	Contractor	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	Annual Return	Online Submission	Contractor	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year.



**CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN**

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	<p>1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him.</p> <p>2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.</p>
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	<p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p>
		Contractor	<p>2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.</p>



Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	The ESI Act, 1948	Contractor	1. Every contractor shall obtain the following: a) ESI Code No. of the firm (b) ESI code no. i.r.o of the workmen engaged by him (c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card).
		Contractor	2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month.
06	The Payment of Bonus Act 1965 & Rules	Contractor	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of 'The Payment of Bonus Act, 1965' is to be maintained by the contractor for submission of Annual Return as per the Act.



**RESPONSIBILITIES OF CONTRACTORS OVER AND
ABOVE THE STATUTORY REQUIREMENTS**

- (i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).
- (ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.
- (iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).
- (iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.
- (v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.
- (vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.
- (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.
- (viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.
