



**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)**

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

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CIN: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

LIMITED GeM TENDER ENQUIRY

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

GeM Bid No.:	BID NO.GEM/2022/B/2593796 Dated 30 Sep 2022
Job Title:	“Biennial Rate Contract for Launching Job of various sets, spans and configurations of Double Lane Modular Bridges (load class-70R) for different locations in India”
Location for Execution	At different BRO’s Project locations in India
Tender issuing Dept.:	Bailey Bridge Department, 61 Park

This tender to be treated as limited tender where Buyer enlisted /developed Vendors as mentioned below can only participate through GeM Portal: -

**(A) M/s. Saifi Constructions, Vendor Code-50004718
Jani Kalan Baghpat Road, Meerut (UP)-250501**

**(B) M/s. PSA Engineers, Vendor Code-50001528
Port Blair Lines Barrackpore, Kolkata 700120**

Note:

- Any other response that is not in with Buyer enlisted /developed Vendors mentioned herein shall be summarily rejected.
- Difficulty in submitting the bid, any query/difficulty in understanding of SOTR or other technical terms may be clarified from Bailey Bridge Department, 61 Park prior to submission of bid.



ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE	
Bid submission Starting Date	As per GeM Bid document
Bid submission Closing Date	As per GeM Bid document
Tender Opening Date (Part-I)	As per GeM Bid document
Offer Validity Period minimum	120 days from date of opening of Tender (Part – I)

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
Tender Fee (refer clause 03 of STAC)	Not applicable
Earnest Money Deposit (EMD) (refer clause 04 of STAC)	Not applicable
Security Deposit (SD)	3% of individual Work Order Value (inclusive of GST)
PBG	3% of individual Work Order Value (inclusive of GST)
Liquidated Damages	0.5% per week, Max 5% of unexecuted job
Billing Frequency	Bridge line item wise
Evaluation of L1	Bridge span wise

ARTICLE 3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER

Annexure 1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2	GRSE Standard Terms and Conditions (STAC) (attached with NIT)
Annexure 3	Prioritized list for Double Lane Modular Bridges (load class-70R) for different locations (name of Road and location) in India.
Annexure 4	Check List for Bill Submission (attached with NIT)
Annexure 5	Fire & Safety Guidelines (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)



Annexure 6	Special condition of contract (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7	Contractors Responsibility (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8	General Requirement (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9	PF, ESI declaration form (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10	Format for - Bank Guarantee Format for SD (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11	Format for - Bank Guarantee Format for PBG (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12	Format for - Bank Guarantee for EMD (please refer www.grse.in)
Annexure 13	Check List of Statutory Responsibility of Contractor within GRSE (attached with NIT)
Annexure 14	Format for Integrity Pact (attached with NIT)

ARTICLE 4: DOCUMENTS TO BE UPLOADED

Self-Attested documents are to be scanned and uploaded in GeM Portal		
SL. No.	DESCRIPTION	
1.	Acceptance of NIT's terms and condition	Yes
2.	Integrity Pact (refer clause 01 of STAC) Annexure 14	Yes
3.	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

ARTICLE 5: JOB EXECUTION SCHEDULE

- (A) Tenure of Contract** - the rate contract shall be established for a period of **02 (Two) Years** from the date of LOA/PO by GRSE.
- (B) Mobilisation Period** - Mobilization of resources to be completed within 07 days from the date of LOA/PO/letter issued by GRSE for commencement of the job whichever is later. Purchase Order will be issued Bridge wise.
- (C) Job Starting Date** - Job is to be started as per requirement of GRSE in consultation with In-charge GRSE of 61 Park Unit.



(D) Job Completion Schedule – Time is the essence of this Contract. The Job completion will be strictly as per GRSE schedule subject to availability of site clearance, completion period will be indicated in the individual purchase order.

(E) Place of Work & Facilities: The work has to be carried out by the contractor at different BRO Project locations in India and as per the scope of work mentioned in the SOTR.

ARTICLE 6: JOB EXECUTION

Job is to be carried out strictly as per SOTR at **Annexure-1**, in case of doubt, instructions of the In-charge GRSE of 61 Park Unit to be followed.

ARTICLE 7: GURANTEE & WARRANTY

(A) Workmanship will be guaranteed for satisfactory performance for a period of **24 months** from the date of commissioning/Launching/final inspection clearance of the Job (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 programmer, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the subcontractor).

ARTICLE 8: PRICE

Price quoted will be firm and fixed till the tenure of the contract of two **(02) years**. Price is to be quoted with all taxes & duties. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

ARTICLE 9: ESCALATION

The established rates will be valid till the tenure of the contract of two **(02) years**. However, in case of extension/ delay is attributable to the contractor for the unexecuted portion of work, then the escalation clause will not be applicable and LD will also be levied.

ARTICLE 10: UNREASONABLE QUOTES

- (A)** In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then punitive action will be taken in line with the provision as per GRSE vendor policy.
- (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 analyzed w.r.t. tender requirement and If the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.
- (C)** 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 as per GRSE Vendor policy.



ARTICLE 11: OFFER VALIDITY

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

ARTICLE 12: CONDITIONAL OFFER

Conditional offers w.r.t. SOTR (Annexure-1) will not be accepted.

ARTICLE 13: DETERMINATION OF L1

L1 bidder will be decided on **Bridge span wise on the tendered quantity** indicated in the **Price Bid**.

ARTICLE 14: BOQ

(A) The tentative quantity indicated in the SOTR is for **27 nos** Bridges only.

Sl. No.	Span & Configuration for Double Lane MSB (CL-70R Loading)	Bridge Weight (approx.)	Tentative Qty. (Set)	Completion time
(i).	50 Feet	43.35 MT	03	60 days each
(ii).	60 Feet	51.21 MT	03	60 days each
(iii).	70 Feet	80.42 MT	04	60 days each
(iv).	80 Feet	91.83 MT	06	60 days each
(v).	90 Feet	103.23 MT	05	60 days each
(vi).	100 Feet	114.63 MT	02	60 days each
(vii).	120 Feet	139.67 MT	03	60 days each
(viii).	140 Feet	162.48 MT	01	60 days each
Total			27	

Sl. No.	BRO Project Name	State	Tentative locations
(i).	Vijayak	Ladakh Area	<u>Refer Annexure-3,</u> Prioritized list for Double Lane Modular Bridges (load class-70R) for different locations (name of Road and location) in India.
(ii).	Yojak	Himachal Pradesh	
(iii).	Brahmank	Arunachal Pradesh	
(iv).	Udayak	Arunachal Pradesh, Assam & Nagaland	
(v).	Swastik	Sikkim	
(vi).	Sewak	Nagaland and Manipur	
(vii).	Vartak	Assam	
(viii).	Arunank	Arunachal Pradesh	
(ix).	Himank	Leh	
(x).	Shivalik	Uttarakhand	
(xi).	Sampark	Jammu	



(xii).	Pushpak	Mizoram	
(xiii).	Deepak	Uttarakhand	
(xiv).	Beacon	Srinagar	

(B) The quantity mentioned in the Price Bid is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and Terms & Conditions.

ARTICLE 15: OPENING OF BIDS

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

ARTICLE 16: MICRO & SMALL ENTERPRISES

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

(B) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

ARTICLE 17: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER

- i. Establishment of rate: After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to L2 Bidder. If L2 Vendor is interested for the job then the Vendor has to accept the L1 rate for execution of the job.
- ii. Distribution of job:
 - a) GRSE Ltd. at its discretion intends to distribute the total job among 02 (Two) parallel contractors depending on the requirement of GRSE during the tenure of the rate contract.
- iii. Additional future requirement: To cater future requirements other than **27 nos.** Bailey Bridge within the tenure of contract, GRSE shall reserve the right to load the job to among 02 (Two) parallel contractors for this tender.

Note:

- a) Individual Purchase Order will be issued Bridge wise.
- b) The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendor as per discretion of GRSE. No claim from individual vendors will be accepted.



ARTICLE 18: INSTRUCTION TO THE BIDDERS

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 regarding:
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if 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 or, 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 or, 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 assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. **Independent External Monitors (IEM)-**

Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows: -

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



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

7. **Integrity Pact**

- a) The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-18.
- b) The “Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.No.-1) in GRSE website/ Annexure-1 of the tender]
8. Job is to be carried out as per SOTR and instruction of the In-charge GRSE of 61 Park Unit.
9. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
10. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid prior to submission of offer.:
- a) Any query/difficulty in understanding of SOTR or other technical Terms or difficulty in submitting / uploading of e-tender/GeM Tender or for any system may be got clarified from **Mr. Hilikeswar Debbarma, Manager (Bailey Bridge), Mobile No.7605055731, e-mail: debbarma.hilikeswar@grse.co.in** prior to submission of offer.
13. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 19: e-BID INSTRUCTION

- a) To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GeM portal <https://gem.gov.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 GeM portal <https://gem.gov.in> and <http://www.grse.in/index.php/tender.html>. They need to go through downloaded documents as per instruction and upload the same during bid submission in GeM Portal. Non-acceptance of any NIT 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 GeM Portal by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) The amendments / clarifications to the bid document, if any, will be posted on GeM Portal / GRSE web site only.
- f) 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.
- g) **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.
 - iv. 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 20: BID REJECTION CRITERIA

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 submitted documents which shall not however conflict with validity period.



2. Incomplete / Incorrect/ misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
5. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
6. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
7. Bidder not agreeing for furnishing of the required Security Deposit (SD).
8. Bidder submitted false/incorrect documents etc.
9. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 21: POST AWARD APLICABLE CLAUSES

i. Security Deposit –

- a) 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 03 of STAC.
- b) The firms' registered with NSIC may be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that Security Deposit will be sought from the vendor if the value of purchase order exceeds than the monetary limit.

ii. Completion Certificate (CC): Completion certificate of the above job must be obtained by Erector from the Customer/ GRSE.

iii. Work Done Certificate (W.D.C.)

- a) Work done certificate will be issued by the Bailey Bridge Department, 61 Park Unit.
- b) 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.

iv. Bill Submission:

On obtaining WDC, bills are to be raised on bridge wise. Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 12** along with supporting document (Work Done Certificate Copy etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope



super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing.

v. Payment Terms:

- a) The 97% bill amount with full GST will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority of Bailey Bridge Department, 61 Park Unit & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority for 100% of job done. Amounts recoverable from contractor, if any, is to be adjusted from 97% payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor.
- b) Balance 3% of the bill amount will be released after expiry of guarantee period on certification by Bill Certifying Authority of Bailey Bridge Department, 61 Park Unit or on submission of Performance Bank Guarantee of 3% of the value of Purchase Order valid for a period Guarantee period. For release of this 3% retention money either after guarantee period or on submission of PBG, the PBG release application to be submitted duly certified by of Bailey Bridge Department, 61 Park Unit after expiry of guarantee period.

vi. Liquidated Damages

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

vii. Risk Purchase

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

ARTICLE 22: SUBMISSION OF BID

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 should be uploaded in GeM Portal as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of acceptance, 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 23: CONTRACT WORKMAN WAGE PAYMENT

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

ARTICLE 24: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-13.

ARTICLE 25: REGULARIZATION THROUGH GEM PORTAL

The order/s on selected bidder/s shall be regularized through GeM portal after finalization of prices. Bidders are requested to consider the same during submission of their quotation.

ANNEXURE-1

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

1. Double Lane Modular Steel Bridge Erection/launching Job is to be carried out strictly as per SOTR/Standard procedure and in case of doubt, instructions of the In-charge of Bailey Bridge Department, 61 Park to be followed, safety process of erection/launching job to be followed.
2. One Qualified Staff to be deployed at GRSE, 61 Park, Bailey Bridge Office premises to monitor day to day progress of the project in accordance with the targets/ milestones until the 02 years contract period.
3. Vendor shall receive the Bridge materials from Transporter and ensure its safe storing and handling till completion of the job and handing over to the Customer.



4. Vendor must report at the site to the Customer within 07 days from the date of handing of the site by written communication from In-charge of Bailey Bridge Department, 61 Park Filling which LD Clause shall be applicable as per relevant clause. Erection/launching work will commence immediately on urgent basis.
5. All necessary tools, tackles, DG sets, Hydra Crane, fork lane etc. are to be arranged by the Vendor **at their cost**.
6. Vendor must ensure adhering to all the statutory norms, rules & regulations during the work including norms regarding their workmen engaged for the job. Vendor has to indemnify GRSE and Indemnity Bond/BG has to be submitted before actual execution (it is must, failing which P.O. will be terminated.). Vendor has to indemnify, and keep GRSE indemnified, and hold GRSE harmless, against any claim or claims, loss or damage, actions, costs, charges and expenses whatsoever which may be brought or made against or sustained or incurred by GRSE, (and whether paid by GRSE or not), or which GRSE may become liable as a consequence of non-compliance of statutory norms etc. or omission or inaction on the part of the Erector to follow such statutory norms, etc.
7. Vendor has to ensure to take necessary safety measures for their workmen during work. Vendor has to take worker's compensation policy from any Insurance Company and submit to GRSE within **07** days of placing LOA/PO whichever is earlier (It is must & failing which P.O. will be terminated without giving any notice.) and the same has to remain valid till completion of work or up to stay at site whichever is later. Vendor shall remain solely responsible for the safety and security of their workmen at site during work and has to indemnify, and keep GRSE indemnified, and hold GRSE harmless, against any claim or claims, loss or damage, actions, costs, charges, compensations caused to GRSE, and expenses incurred by GRSE, arising out of safety and security lapses on the part of the Vendor.
8. Arrangement of Safety, stay, light, to & fro movement etc. for erection/launching team is to be arranged by the Erector at their cost.
9. Rental charges for hiring of Bridge Launching nose and Erection Gear Components from GRSE for erection/launching of Double Lane Modular Steel Bridges shall be under Vendor's scope.
10. Vendor should have experience in Double Lane Modular Steel Bridge Erection/launching job and should depute technical personnel having similar experience (at least one Engineer at site for supervision of the work).
11. List of Manpower of the Firm for Bridge for erection/launching team is to be submitted after placing of LOA/ Purchase Order before commencement of work.
12. Proper videography along with photographs to be done from the start to end date for Erection/ launching of Bridge and same to be submitted to GRSE after completion of work. **Zinc spray galvanising** to be done on discoloured Components of Bridge after completion of job.



13. MAINTENANCE PERIOD FOR 02 YEARS

- a) Vendor shall be responsible for maintenance at their cost as stated above. It includes Site visit, monitoring and supervision (at least **01 time** per year mandatory, more if required) of the bridge and rectification of defects/repairs, if any.
- b) Sufficient documentary evidence (like photographs, reports etc.) have to be submitted along with the bill for this purpose. Maintenance materials will be issued free of cost by GRSE if any.
- c) Vendor can collect the maintenance materials from GRSE BB Store (Transportation will be under Vendor's scope to the concerned site from GRSE).
- d) Register should be maintained for capturing instances of Preventative maintenance.
- e) Bridge Maintenance work to be followed as per GRSE Schedule as applicable.

14. TAG WELDING

- a) Tag welding wherever it is required (like clamps, bolts, nuts etc.). Opening in the Deck top (i.e. opening provided for fixing of HD bolts & nuts) and same to be covered by MS Plates or rubber gaskets etc.).
- b) All the materials and Electricity / DG sets for welding to be arranged by the Vendor.

15. CONTRACTOR ALL RISK POLICY INSURANCE

- a) The Contractor shall take out a composite and comprehensive Contractor All Risk (**CAR**) Policy with an Insurance Regulatory and Development Authority (IRDA) registered insurance company(s) for the total erected value of the Facilities of contract (including value of free supplies, erection & commissioning) with completion period of 3 months and with additional cover for Third Party Liability (TPL) not less than 10% of the total project cost, Earthquake and Terrorism risk and including 12 months Defect Liability (DL) period cover. Such CAR policy should be for period from date the project material reaches at project site and continues seamlessly till completion of project and issuance of handing over Certificate by Principal/Principal Contractor. Garden Reach Shipbuilders & Engineers Ltd. as the beneficiary shall be incorporated on the face of the CAR policy. The Contractor shall be the proposer of the insurance who shall bear all cost relating to such insurance.
- b) The contract shall also take an appropriate Workman Compensation (WC) Policy for the entire work-force deployed for erection of project stating the name/place of project and such WC policy should be handed over to Garden Reach Shipbuilders & Engineers Ltd by the Contractor”.



STANDARD TERMS & CONDITIONS (STAC)

1. INTEGRITY PACT (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

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. SECURITY DEPOSIT (INTEREST FREE)

- a) 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.
- b) 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.
- c) 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.
- d) 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.

4. COMPLIANCE OF ESI & PF

If ESI & PF of the engaged labourer's 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.

5. GST REGISTRATION

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



6. GUARANTEE PERIOD

Guarantee / Warranty is applicable for a Period of 24 (Twenty-Four) months from the date of completion of work.

7. PRICE

- a) Price bid need to be filled up in online only through GeM Portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled.
- b) L1 bidder will be decided based on quoted Bridge span wise rate as mentioned in NIT. GRSE may engage multiple vendors based on 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.

8. SUB-CONTRACTING OF SUB-CONTRACTED JOB

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.

9. EXCESS/WASTE/REJECTED MATERIALS

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.

10. FIRE & SAFETY PRECAUTIONS

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 none 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.

11. 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. Proper record of hindrances is to be maintained by the Vendor for the purpose of timely removal of the hindrance and is to be put up for approval by In-charge of Bailey Bridge Department, 61 Park. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

12. **WORKING HOURS**

The Contractor's normal working hours shall be in between 8.00 AM-5.00 PM. 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.

13. **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.

14. **SECURITY OF INFORMATION**

- a) 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.
- b) 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. 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.

15. **CONTRACT WORKMAN WAGE PAYMENT**

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

16. **FORCE MAJEURE**

- a) 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.



- b) 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.

17. 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.

18. 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 during Bridge Erection/Launching. The cost of damage will be suitably recovered from vendor's bills.

19. ARBITRATION

- 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."

20. **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.
21. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
22. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.
23. All other terms and conditions of this tender as per GRSE's Standard terms and conditions.
24. This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is



contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

Hilikeswar Debbarma
Manager (Bailey Bridge)
Garden Reach Shipbuilders & Engineers Limited
61, Garden Reach Road, Kolkata – 700 024
Email ID: debbarma.hilikeswar@grse.co.in
Mobile: +91 7605055731



ANNEXURE - 3

PRIORTISED CL-70 MODULAR BRIDGES

Srl	Project	A/U	Demand Received from Project					Likely Month of Delivery
			Qty	Configuration (Double Lane 7.50 mtr width)	Load Classification	Name of Rd	Location	
1	Vijayak	Nos	1	80 ft Modular BR	70R	KT Bye pass road	Km 4.300	Sep-22
2	Yojak	Nos	1	100 ft Modular BR	70R	Langru-Photoskar-Nirag	Km 4.92	
3	Brahmank	Nos	1	60 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 85.45	
4	Yojak	Nos	1	70 ft Modular BR	70R	Langru-Photoskar-Nirag	Km 14.25	Oct-22
5	Yojak	Nos	1	70 ft Modular BR	70R	Nirag-Padam-Darcha	Km 35.10	
6	Vijayak	Nos	1	70 ft Modular BR	70R	Haunthang-Handbroke rd	Km 12.250	Nov-22
7	Vartak	Nos	1	90 ft Modular BR	70R	LGG-Mukto-Teli	Km 11.371	Dec-22
8	Brahmank	Nos	1	50 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 65.40	
9	Brahmank	Nos	1	70 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 53.70	Jan-23
10	Brahmank	Nos	1	50 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 50.10	
11	Brahmank	Nos	1	60 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 84.45	
12	Udayak	Nos	1	80 ft Modular BR	70R	Anini-Mipi	Km 28.715	Feb-23
13	Udayak	Nos	1	80 ft Modular BR	70R	Anini-Mipi	Km 29.875	
14	Vartak	Nos	1	90 ft Modular BR	70R	LGG-Mukto-Teli	Km 11.165	
15	Vartak	Nos	1	90 ft Modular BR	70R	LGG-Mukto-Teli	Km 11.165	Mar-23
16	Udayak	Nos	1	80 ft Modular BR	70R	Anini-Mipi	Km 35.760	
17	Swastik	Nos	1	80 ft Modular BR	70R	Lachung-Shivmandir-Yumthang-Yumesamdong	-	
18	Swastik	Nos	1	80 ft Modular BR	70R	Lachung-Shivmandir-Yumthang-Yumesamdong	-	Apr-23
19	Sewak	Nos	1	120 ft Modular BR	70R	Moreh-Thingphai-New Samtal	Km 10.84	
20	Brahmank	Nos	1	80 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 33.38	
21	Sewak	Nos	1	120 ft Modular BR	70R	Moreh-Thingphai-New Samtal	Km 15.920	May-23
22	Brahmank	Nos	1	100 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 41.00	
23	Brahmank	Nos	1	50 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 58.09	
24	Vartak	Nos	1	140 ft Modular BR	70R	Lungro-Damteng-Yangtse	Km 26.550	Jun-23
25	Brahmank	Nos	1	90 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 73.45	
26	Brahmank	Nos	1	90 ft Modular BR	70R	Tato-Manigong-Tadadege	Km 55.00	
27	Sewak	Nos	1	120 ft Modular BR	70R	Moreh-Thingphai-New Samtal	Km 18.14	
Total			27	Nos				



ANNEXURE-13

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.



INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2022.

Between

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

and

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

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



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

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

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

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



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

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

Section 4- Compensation for Damages.

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

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

Section 5- Previous Transgression

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

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

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

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

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

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

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

If the Contractor obtains knowledge of conduct of a Bidder, Contractor or Sub-Principal Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub Contractor which constitutes corruption, or if the



principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

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

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

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

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

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

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

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

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

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

Section 9- Pact Duration:



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

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

Section 10- Other provisions:

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

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

(For & On behalf of the Bidder/Principal Contractor)

Place Place.....

Date Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)