GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

गार्डेन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING – MINISTRY OF DEFENCE)

(भारत सरकार का प्रतिष्ठान)

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

61 Park Unit Address: 61, Garden Reach Road, Kolkata-700 024

Phone दूरभाष:(033)2469-8100 to 8113, Extn. बिस्तार: 200/204

Web site वेब:www.grse.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors 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 SLA No. **निविदा संख्या:**	**SCC/DC/OT(Press)/DEO/078/ET-3468 dt. 09.07.2026**
Job Title **कार्य का नाम:**	**HIRING OF FIRM/ AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD** **[to be executed as per SOTR No. GRSE/DEO/SOTR/26/02 dt. 06 May 2026 [Annexure-I]**
Tender issuing Dept. **बिभाग द्वारा जारी:**	**Contract Cell (संविदा बिभाग), GRSE 61 Park Unit**

ARTICLE 1 अनुछेद-1: SCHEDULE OF CALENDAR DATESसमायावली की अनुसूची:

SCHEDULEसारणी		
Pre-Bid Meeting बोली-पूर्ब बैठक	**14/07/2026**	**11:00 Hrs.** **At GRSE (61 Park Unit).** **(Bidders interested to attend pre-bid meeting to inform 24 hours prior to scheduled date)**
Bid Submission Starting Date निविदा जमा की प्रारंभिक तिथी	**22/07/2026**	**16:00 Hrs.**
Bid Submission Closing Date निविदा जमा की अंतिम तिथी	**30/07/2026**	**12:00 Hrs.**
Bid Opening Date (Part I) निविदा खुलने की तिथी	**30/07/2026**	**16:00 Hrs.**
Offer Validity Period minimum ऑफर की नियुन्तम वैधता अवधी	120 days from the date of opening of Part-I bid	

ARTICLE 2अनुछेद-2: COMMERCIAL REQUIREMENT FOR THE NITनिविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदाप्रपत्र मुल्य (स्टैक के परिछेद 3 मे उदधृत)	**INR 500/-** (Rupees Five hundred Only)
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिछेद 4 मे उदधृत)**	**Rs. 10.0 lakhs (Ten Lakhs only)**
Security Deposit (SD) प्रतिभूति	5% of Order Value (inclusive of GST)
Billing Frequencyबिल करने की अवधी	On monthly basis
Evaluation of L1एल1 का मूल्यांकन	L1 bidder will be decided on totality basis

Note: a) Bidders are required to submit EMD amount as Bid Security against this tender. In case of withdrawal of the bid/ fail or refuse to execute the contract / fail or refuse to furnish the security deposit, the EMD shall liable to be forfeited.

b) MSE/NSIC registered firms having the tendered service/ similar to tendering service listed in their MSE document (MSE UDYAM) will be eligible for exemption from submitting the EMD and Tender Fee. Bid security declaration is to be submitted as per **Annexure-6**. Non-submission of EMD and Tender Fee or a valid MSE/NSIC certificate along with bid security declaration may lead to offer rejection.

c) The vendors registered with GRSE shall be exempted from submission of EMD subject to submission of valid copy of the registration certificate issued by GRSE. Having tender's service /similar to tendering service listed with the list of items / services for which they are registered. In lieu, they shall be required to submit 'Bid Security Declaration' as per the format at **Annexure-6.**

ARTICLE 3 अनुछेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र: Please find all enclosures as indicated below in GRSE website www.grse.in and then click Enclosure to all sub-contracting activities under Tender tab.

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement **(SOTR) (attached with this NIT)**
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions **(STAC) ((attached with this NIT)**
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria **(attached with NIT)**
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria **(attached with NIT)**
Annexure 5 संलग्नक-5	Format for Self-certification for not having blacklisted /not received any tender holiday **(attached with NIT)**
Annexure 6 संलग्नक-6	Format for Bid Security Declaration **(attached with NIT)**
Annexure 7 संलग्नक-7	Confirmation by Bidder and checklist for bid submission (**attached with NIT)**
Annexure 8 संलग्नक-8	**Format for - Integrity Pact (attached with NIT)** **To be submitted in non-Judicial stamp paper of value not less than Rs.100/-. Detail as per STC and NIT TERM**
Annexure 9 संलग्नक-9	Check List of Statutory Responsibility of Contractor within GRSE **(attached with NIT)**
Annexure 10 संलग्नक-10	Penalty for non-cleaning of work area post job completion.
Annexure 11 संलग्नक-11	payment for utilisation of portable ACs by vendors

Annexure 12 संलग्नक-12	ISB Format for Security Deposit
Annexure 13 संलग्नक-13	Format for – Non-Disclosure Agreement to be submitted in Rs. 100/- Non-Judicial stamp paper (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Fire & Safety Guidelines (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 15 संलग्नक-15	Special condition of contract (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 16 संलग्नक-16	Contractors Responsibility (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)**)**
Annexure 17 संलग्नक-17	General Requirement (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)**)**
Annexure 18 संलग्नक-18	PF, ESI declaration form (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 19 संलग्नक-19	Guideline for Bank Guarantee (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities) **(BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)**
Annexure 20 संलग्नक-20	Format for - Bank Guarantee Format for EMD (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 21 संलग्नक-21	Bank Guarantee Format for SD (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)**)**

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

Self-Attested documents are to be scanned and uploaded with Part I of bid बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभि प्रामाणित दस्तावेज		
1	DD/ BG towards EMD or MSE (UDYAM)/NSIC certificate and Bid security declaration **(as per Annexure - 6)** to get exemption towards EMD	Yes
2	If MSE/NSIC firm, confirmation for **whether SC/ST, and Women entrepreneur** with documentary evidence to be submitted	Yes
3	Documents meeting the Technical Eligibility Criteria to be submitted with filled in format **Annexure - 3** along with documentary evidences.	Yes
4	Documents meeting the Financial Eligibility Criteria to be submitted with filled in format **Annexure - 4** along with documentary evidences.	Yes
4	Self-certification for not having blacklisted as per eligibility criteria to be submitted as per format at **Annexure - 5**	Yes
5	Audited / Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar, 2025.	Yes
6	Format for Bid Security Declaration **(Annexure - 6)**	Yes
7	Checklist for bid submission at **(Annexure - 7)** in Company's letterhead	Yes
9	PAN, TAN, GST, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm, confirming documents of Company's registered, branch office address, PF, ESI registration certificates etc.	Yes
10	**Integrity Pact** (refer clause 1 of STAC at Annexure-8 and Integrity Pact format attached) – **Annexure-8 of NIT.**	Yes
11	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes
12	Confirmation of TReDS registration number for invoice discounting system in case of MSME company	Yes

A. In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.

B. Ink Signed hard copies of all above documents to be submitted within 07 days of opening of Bid.

ARTICLE 5 अनुछेद-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	**EMD Instrument**	**Within 03 days from opening of Part-I bid**
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand draft should be payable at	Kolkata
	INTEGRITY PACT	Scanned copy to be uploaded along with the bid & original to be submitted within 03 days from opening of Part I bid
	Above mentioned original Negotiable Instruments as stipulated, to reach the office of **Ms. Debalina Chowdhury, AM(Contract), Contract Cell, GRSE 61Park Unit, 2nd Floor (North Block of the building), Garden Reach Road, Kolkata 700 024** within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.	

ARTICLE 6 अनुछेद - 6: JOB EXECUTION SCHEDULE कार्य निष्पादन:

(A) Mobilisation Period लामबंदी अवधी: 07 days from the date of LOA / PO (whichever is earlier). On award of LOA/order, the Service Provider is required to position their personnel immediately as per GRSE requirement to respective locations.

(B) Job Starting Date कार्य आरम्भ तिथी: Job is to be carried out within the tenure of Contract period depending on the requirement of respective dept. of GRSE. Contract is to be started wef Sept,26. However, actual date of starting job will be intimated in due course.

(C) Tenure of Contract अनुबकासमय: The rate contract shall be established for a period of 2 years. Contract period may be extended subject to performance of vendor and as per requirement of GRSE and may be reduced also based on performance of vendor. The contract period and quantity may increase/decrease as per requirement of GRSE. Individual work order will be issued department wise based on established rate contract as per GRSE requirement.

(D) Place of Work: GRSE (Main, FOJ, RBD, 61 Park, Taratala, Ranchi Unit, RO Vizag, Delhi Office, Kattupalli MT Office/ any other Unit of GRSE).

ARTICLE 7 अनुछेद - 7: JOB EXECUTION कार्य निष्पादन:

The Job is to be carried out strictly as per SOTR at **Annexure-1** and in case of doubt, instructions of HOD/nominated officer of the departments are to be followed.

(a) Successful bidder has to engage eligible Data Entry Operators (DEOs) in line with the criteria indicated in SOTR/NIT.

(b) Selection procedure of DEOs:
Suitability of candidates may be assessed by engaging department/ HR section based on qualification criteria & experience indicated in SOTR.

(a) **ARTICLE 8 अनुछेद - 8: GURANTEE & WARRANTEE गारंटी एवं वारंटी:** Not applicable.

ARTICLE 9 अनुछेद - 9: PRICE मूल्य:

a. The total price will be determined on the basis of minimum wage & applicable statutory liabilities as given below and Service Provider/ Contractor's quote for EC policy with Mediclaim and Administrative/Service Charges.

b. As per GOI Notification dated 30 Mar 2026, the Minimum Rate of Wages (Daily) payable w.e.f. 01 April 2026 & the Statutory liabilities for Contract Labour are given below:

Table A (For Units in WB/Kolkata/Howrah, Kattupalli (T.N.), Delhi Office)

Sl. No.	Particulars	Rate per day
1.1	Daily Rate of Wages for Skilled Category [As per Minimum Wages Act, 1948 applicable in GRSE on date and revised from time to time]	1008
1.2	Employees Provident Fund [Employers Contribution @ 13% of (1) above (incl. Admn. Charges)]	131.04
1.3	Annual Leave with Wages (01 day paid leave for every 20-working day)	50.4
TOTAL (Rs.)		**1,189.44**

Table B (For DEP Ranchi Unit & RO Vizag)

Sl. No.	Particulars	Rate per day
1.1	Daily Rate of Wages for Skilled Category [As per Minimum Wages Act, 1948 applicable in GRSE on date and revised from time to time]	918.00
1.2	Employees Provident Fund [Employers Contribution @ 13% of (1) above (incl. Admn. Charges)]	119.34
1.3	Annual Leave with Wages (01 day paid leave for every 20-working day)	45.90
TOTAL (Rs.)		**1,083.24**

Table C (For Supervisory Staff)

Sl. No.	Particulars	Rate per day
1.1	Daily Rate of Wages for Skilled Category [As per Minimum Wages Act, 1948 applicable in GRSE on date and revised from time to time]	1008
1.2	Employees Provident Fund [Employers Contribution @ 13% of (1) above (incl. Admn. Charges)]	131.04
1.3	Annual Leave with Wages (01 day paid leave for every 20-working day)	50.4
TOTAL (Rs.)		**1,189.44**

Canteen allowance - The service provider is also required to provide canteen allowance as per the existing rate @ Rs.12/- per person per working days (From Monday to Friday) or in any such rate as increased by the Management.

Under fixed component of estimated cost in price bid section, Canteen allowance @ Rs. 12/- per person per working days (From Monday to Friday) has been considered by GRSE.

Bidders have to pay their engaged workmen as per the details mentioned above & the same is to be maintained. Any revision of minimum wages as well as statutory liabilities has to be considered during payment of the wages to the engaged DEO.

c. The cost of contract shall be valid for entire contract period. No price escalation other than minimum wage revision and applicable statutory liabilities shall be entertained by GRSE. GRSE shall pay the Service provider the difference in wage from the amount mentioned in the contract on pro rata basis in case of minimum wage revision.

d. It is to clearly mention that as per Central Govt. Notification by Ministry of Labour & Employment, Govt. of India, the daily rates of minimum rate of wages are revised twice in a year, i.e. in the months of April & October in general. Accordingly, the vendor has to ensure compliance with the disbursement of payment at revised rate. Revision of price in this regard to comply with the Central Govt. guidelines will be taken care of by GRSE through order amendment on half-yearly basis or in case of intermittent revision as a special case, if any, from the issuance of such directive/order.

However Administrative/Service Charge and rate of EC policy with Mediclaim payable per unit of measurement shall remain firm & fixed for entire period of contract.

e. Vendor has to quote for following over and above the cost of payable amount for engagement of their workmen for normal working hours.:

a) Administrative /Service Charge per head per day basis

(Admin/Service Charge that to be quoted by Bidder shall include profit, overhead, admin charge, etc. required for smooth execution of job over the cost of daily labour wage as indicated above).

b) EC (Employee compensation) policy with Mediclaim policy per head per day basis

NOTE:

(I) If the gross wages of a Data Entry Operator (DEO) exceed Rs. 21,000 per month, the coverage under the Employee State Insurance (ESI) scheme and Bonus will not be applicable. In such instances, the service provider must ensure that the DEOs are covered under an Employee Compensation policy to provide benefits as per the Employees Compensation Act 2010. Additionally, a Mediclaim policy should be obtained to provide medical facilities and hospitalization benefits in case of workplace-related injuries, covering hospitalization expenses up to minimum Rs. 2 lakhs for self only.

(II) In case of any revision in the ceiling limit due to an amendment in the Payment of Bonus Act 1965, the service provider is obligated to cover the DEOs under the Act and ensure compliance. If there is any revision in the ceiling limit due to an amendment in the ESI Act 1948, the service provider is obligated to cover the DEOs under the ESI Act and ensure compliance with ESI regulations and benefits. Revision of price in this regard (ESI, Bonus), if any, to comply with the Central Govt. guidelines will be taken care of by GRSE and will be dealt separately offline with the successful bidders through order amendment. When ESI is to be included (if any) as per Govt. guideline, the charge of EC policy with Mediclaim will be deleted accordingly from the date of effective and no additional claim for this will be allowed.

(III) In case of engagement of DEO, in overtime hours for any exigency of work (as and when required), service provider is required to make overtime payment as per the Minimum Wages Act 1948. Overtime wages shall be provided at the rate of twice of the ordinary rate of wages and as per rule [Refer SOTR]. Separate amendment on quarterly basis will be issued for regularizing OT if any. No Administrative or Service Charge shall be applicable for OT hours.

(IV) For gratuity if applicable, the same may be processed through order amendment on actual basis as per SOTR term based on certification and verification by GRSE HR dept as per applicable labour code.

Note: The quoted price will be firm and fixed for the entire contract period till satisfactory completion of work. No escalation whatsoever will be considered under any circumstances within the period of contract.

Price bid need to be filled up for total job for the period.

No other attachment regarding price will be accepted and if submitted by the vendor then the offer will be treated as cancelled.

Please note, if any price indication or price attachment found with techno-commercial bid, the vendor will be rejected outright.

ARTICLE 10 अनुछेद - 10: ESCALATION मूल्य वृद्धी: - As per Central Govt. Notification by Ministry of Labour & Employment, Govt. of India, the minimum rate of wages is revised twice in a year in the month of April & October in general. Accordingly, the vendor has to ensure to comply with the disbursement of payment at revised rate. Revision of price (wage and related statutory allowances) in this regard to comply with the Govt. guideline will be taken care by GRSE through order amendment on half-yearly basis or in case of intermittent revision as a special case, if any, from the issuance of order. However Administrative/Service Charge and rate of EC policy/Mediclaim payable per unit of measurement shall remain firm & fixed for entire period of contract.

ARTICLE 11 अनुछेद - 11: UNREASONABLE QUOTES अतर्कसंगतभाव:

i. In case of quoted price (charge of EC policy with Mediclaim and Administrative or Service Charge quoted) by any Bidder is found "**ZERO** or **NEGATIVE**" then the quote will be considered as unreasonably low and then such bid will be considered as cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy. In such case after cancellation of unreasonably low bids, next higher eligible quote will be considered as L1.

ii. In case of charge of EC policy with Mediclaim or Administrative or Service Charge quoted by L-1 Bidder is "**POSITIVE**" but found to be low and/or the bidder express desires to withdraw bid from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor policy.

iii. In case the L1 Bidder agrees to take-up the job with such unreasonable low quote, 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 and punitive action will be taken in line with the provision as per GRSE Vendor policy.

iv. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period up to 03 years.

ARTICLE 12 अनुछेद - 12: OFFER VALIDITY प्रस्ताव की वैध्यता:

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 अनुछेद - 13: CONDITIONAL OFFER सशर्त प्रस्ताव:

Conditional offers w.r.t. SOR will not be accepted.

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

L1 bidder will be decided on totality basis.

ARTICLE 15 अनुछेद - 15: BOQ बी ओ क्यु:

BOQ as part of SOTR (SOR No. GRSE/DEO/SOTR/26/02) given in the tender and below is tentative.

For Kolkata Based Units	-	131
For DEP Ranchi	-	08
For RO-Delhi	-	01
For PMT, Kattupalli	-	02
For RO Vizag	-	01

The above quantity is indicative only. It may vary on actual requirement of DEO during the entire period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However, the Contractor will be paid based on actual quantity of DEOs deployed as per certification of GRSE.

Note: The requirement mentioned above is however indicative and if required, the vendor may be required to increase / decrease the no. of data entry operators to be deployed for which prior intimation would be given by GRSE.

Detail of BOQ and all requirement and terms are as per SOTR (SOW) attached with the NIT.

ARTICLE 16 अनुछेद - 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. Disqualified bidders, either during technical assessment or commercial discussion or both techno-commercial evaluation will also be intimated about their non-consideration for further processing.

ARTICLE 17 अनुछेद - 17: MICRO & SMALL ENTERPRISES सूख्छम एवं छोटे उद्योग:

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

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

ARTICLE 18 अनुछेद - 18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य:

a) Selection of vendor: A pool of Techno-commercially cleared vendor will be created through negotiation based on the submitted documents against the tender. Price bids of those qualified vendors will be opened.

b) Establishment of rate: After finalization of price with L1 bidder, the established rate will be offered to the qualified pool of vendors chronologically (L2/L3/L4 respectively). The vendors who are interested for the job have to accept the L1 rates for execution of the job and placement of rate contract.

c) Distribution of job: Individual work order will be issued as per requirement as per GRSE discretion. Loading of job on multiple vendors will be purely based on requirement. The job shall be distributed amongst two bidders and as per requirement of the job. The tentative ratio of work distribution to more than one qualified vendor will be 60:40 for 02 bidders against established rate contract. In case of Resultant Single Vendor Situation / non-acceptance of established rate by bidders other than L1, the total job will be loaded to L1 bidder as per requirement and discretion of GRSE based on vendor's performance while execution of the job. The ratio is indicative only and may vary as per actual requirement of the requirement of performance of the vendors and work orders shall be issued accordingly.

d) However, in case of requirement / poor performance by engaged vendors, other qualified bidders may also be engaged for execution of job at established rate to meet the GRSE requirement.

e) **Note:** The loading of the job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendors as per discretion of GRSE and loading ratio could be reduced and performer vendor could be loaded with higher ratio. No claim from individual vendors will be accepted. If the performance of the engaged vendors is found not satisfactory, loading ratio could be reduced and performer vendor could be loaded with higher ratio.

f) Establishment of rate: Rate finalized against the tender will remain firm for the period of initial 02 years. However, the contract period may be extended as per requirement of GRSE.

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

A) Technical Eligibility Criteria of the Service Provider/Bidder - AS per SOTR clause 06:

Supporting documents meeting Technical eligibility criteria as detailed in SOTR to be submitted along with the Part-I bid. All documentary evidences such as past performance, job completion certificates, order copies, full contact details like name, address, telephone numbers, company registration certificate etc. to be submitted with **Annexure-3 attached with the NIT.**

B) **Financial Eligibility Criteria वित्तीय मापदंड -**

The bidder shall have sound financial health satisfying the following criteria: -

[Audited Balance Sheet and Profit & Loss Account of the company for last 3 (three) **FY ending on 31.03.2025** need to be submitted in support of Financial eligibility requirement**].**

Bidder’s average annual financial turnover for last three financial years (2022-23, 2023-24, 2024-25) should be as follows :-

- Annual turnover of three years should be minimum **Rs. 2.60 Cr.** ending on 31.03.2025

Supporting documents meeting Financial Eligibility Criteria i.e., Audited Balance Sheet, Profit & Loss Account etc. of the company for last 03 (three) financial years, Solvency certificate to be submitted along with the part – 1 bid as per format given in **Annexure-4.**

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 30.06.2026**. 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 attached with the NIT.**

Note: -

(i) Documents mentioned in above clauses to be submitted with Techno-commercial bid without which submitted offer will liable to be rejected for processing of tender. GRSE reserves the right to independently verify the submitted self-certification of any bidder. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

(ii) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

(iii) In case of non-submission of the self-certification document as per format at Annexure-5, the bidder will be treated as non-responsive and their offer will be rejected.

[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]

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

1. **Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents.** NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.

2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.

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

4. 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.

5. Generally, Contractor assumes 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.

6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 7 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.

7. **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 Lov Verma, IAS (Retd.),
Independent External Monitor
Email: lov_56@yahoo.com

Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL
Independent External Monitor
Email: debashis9999@gmail.com

8. **Integrity Pact (समग्रता अनुबंध):**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-8). 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 pages. [Please refer guideline for IP in **STAC (Sl.-1) in GRSE website/ Annexure-2** of the tender]

9. Bidder has to declare, in what capacity he is participating in the tenderize 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.

10. Bidder is allowed to submit only one Bid under any capacity / status.

11. Difficulty in submitting the bid:

a) Any query/difficulty in understanding of SOTR or other technical terms may be got clarified from **Mr. Prashnta Kumar Das, Dy. Manager (HR), Mob: +91 9147164236,** e-mail:
b) das. Prashnta@grse.co.in and **Mr. Pranay Prashant Herenz**, **SM(HR), Mob: +91 7603042838**, -mail: Herenz. Pranay @grse.co.in prior to submission of offer.

c) Any query/difficulty in understanding of Commercial Terms may be got clarified from **Ms.**

Debalina Chowdhury, AM (Contract), GRSE (Main Unit), Mob: +91 9147162442, e-mail: Chowdhury.Debalina@grse.co.in / **Mr. Ritwik Mandal, AGM(Contract);** e mail: Mandal.Ritwik@grse.co.in ; Mob: 9163331715.

d) Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SR. MGR(Purchase/E-Procurement, GRSE), e-mail/** Palit.Saraswata@grse.co.in/ Mob: 9903779626, GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]

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

12. **e-BID INSTRUCTION ई बिड के अनुदेश –**

i. To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GRSE E–Procurement portal **https://eprocuregrse.co.in**

ii. 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 linkhttp://www.cca.gov.in.

iii. Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E–Procurement portal **https://eprocuregrse.co.in;** NIT document can also be downloaded from GRSE website **https://grse.in/tender-published/** 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.

iv. 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.

v. 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.

vi. Bids can be submitted only during validity of registration of bidder with GRSE e–Procurement portal.

vii. The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE website only.

viii. 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.

c) **AMENDMENT OF TENDER DOCUMENT**

i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.

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 to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 21 अनुछेद - 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 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) / 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 received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry/SOTR.
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. Bidder who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
10. Bidders not submitting original instrument of EMD within 7 GRSE working days from the tender closing date.
11. Bidder not submitting Integrity Pact as per requirement of the tender.
12. Bidders have indicated / attached / shown any price anywhere in else other than as per provision in NIC portal underprice bid section], then offer will be treated as cancelled.
13. Bidder submitted false/incorrect documents etc.

14. Conflict of Interest: The Contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the POs as soon as practicable after it becomes aware of that conflict. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified as per stipulation and guideline provided by GOI.

ARTICLE 22 अनुछेद - 22: POST AWARD APLLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा:

i. Security Deposit प्रतिभूतिजमा–

a) An amount equivalent to 5% (five percent) of the order value (inclusive of GST) as interest free refundable Security Deposit (SD) is to be submitted in the form of DD/Insurance surety bond/ Bank Guarantees (in case of BG - with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favoring "Garden Reach Shipbuilders & Engineers Limited", within 15 days from the date of released order. In case of non-submission of SD as per schedule, penal interest will be changed for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

b) If SD is to be submitted in the form of BG then the same is to be forwarded directly to GM(Finance)/Ordering dept. (Contract Cell), GRSE by the Bank in Banker's sealed envelope failing which same will not be accepted. Details of B.G. should also be confirmed to Ordering Department, GRSE.

c) **BG submission clause:** Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Contract Cell/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.

d) S.D. amount would be refunded / returned after successful execution of the job. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by Authorized officer of GRSE of concerned executing department 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.

e) **Work Done Certificate (W.D.C.) कार्यपूर्ति प्रमाण-पत्र (डबल्यू.डी.सी) -**

Work Done Certificate will be issued from individual department by HOD/nominated officer of the department based on following document: -

(a) Copy of attendance register for respective month duly certified by Service provider and verified by authorised officer of concerned dept of GRSE.

(b) Any penalty/deductions required for the period of service has to be included in W.D.C.

(c) WDC is to be submitted by the vendor in OBPS portal.

ii. Payment Terms भुगतान की शर्तें -

a. The certified bill amount will be paid within 30 days of receipt of bill along with Work Done certificate. Bill, deductions against it (if any) and Work Done Certificate to be duly signed by respective authority of engaging dept. of GRSE. Bill(s) to be certified based on following documents:

(i) Certified WDC
(ii) Copies of bank statement for payment of wages to the engaged manpower.
(iii) Copies of monthly Salary Slip / Pay Slip issued to the engaged manpower.

b. 100% payment with GST will be released on monthly progressive bill basis within 30 days of receipt of bill duly certified by bill certifying authority& supported with satisfactory Work Done Certificate and on clearance of ESI (if ESI is not applicable, then EC policy and Mediclaim documents need to be submitted) & P.F. liabilities, other labour oriented mandatory liabilities from the concerned department (HR section) of GRSE.

c. Payment will be made on actual certification basis.

iii. Bill certifying Authority: HOD of individual department/his nominated representative.

iv. <u>Penalty: -</u>

a. The contract will be executed on *No-Work-No-Pay* basis i.e. No payment will be made for any absenteeism in the working days

b. Frequent absenteeism, late coming, slow pace of working, incorrect output, wastage of stationery items, indecent behaviour, insubordination, inexperience in working system etc. by the concerned DEO will be construed as inefficiency and will call for immediate replacement of the DEO. GRSE reserves the right to ask for change of personnel at any point of time and the same shall be replaced with suitable and qualified DEO (as stated in SOTR/NIT) by the vendor within **04 (four)** working days. Any delay **on the part of the vendor** for providing suitable replacement of DEO and resulting in work-hindrances shall be viewed seriously and penalty will be levied @ **Rs. 1,000/- per day** per absent head till such suitable replacement is provided by the vendor.

c. In the event, it is found that the service-provider defaults in **making wages payment or remitting monthly contribution towards ESI or PF for more than 03 times in a year**, **penalty will be levied @ 1% of the total monthly bill value for each defaulting month of statutory non- compliance**. During execution of the contract, GRSE reserves the right to terminate the contract with immediate effect, without assigning any reason whatsoever, including forfeiture of the SD amount and may go to extent of blacklisting the service-provider in participating any future tender of GRSE.

c. Other detail as per SOTR term.

v. Bill Submission बिलप्रस्तुति:-

Bills are to be raised in OBPS portal as applicable in GRSE. Payment to be made as per payment terms of PO, through ECS/NEFT against online submission of GST e-invoice through OBPS portal (obps.grse.co.in) with work done /completion certificate.

Note:
(i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit EInvoice.
(ii) All Vendors having turnover below Rs. 5 Crore are also to submit EInvoice/ digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E Invoice).
(iii) Invoice in hard copy is not desirable.
(iv) Gate in entry date will be treated as gate stamped date (as applicable).
(v)Work Done/Completion certifying authority must be at least at the level of Dy. Manager.

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

vi. Risk Purchase जोखिम खरीद-

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

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

vii. Working Hours: -

Normal working hours in GRSE is 08 AM to 05.06 PM and on Saturday 08 AM to 01.00 PM. If there is exigency to work beyond normal working hours, over time may be permitted with prior approval of GM / CGM of concerned User department.

viii. Fire & Safety Precautions (for working inside GRSE): -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). 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 Fire and safety Guideline. 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.

ix. Mandatory use of ISI marked PPE by Contractor Employees (As applicable): The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPEs

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) lS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	lS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

x. Increase in quantity or introduction of items is strictly prohibited under any circumstances मात्रा में वृद्धी या प्रवेषण 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/concerned project head of GRSE, 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.

xi. Relationship between the Parties: - Nothing in this NIT/POs constitutes/shall constitute any fiduciary relationship between GRSE and the Contractor or any relationship of employer-employee, principal and agent or partnership between GRSE and the Contractor. No party shall bind the other party in any manner whatsoever except as agreed under the NIT and POs to be issued.

GRSE has no obligation to the Contractor except as agreed under the terms of NIT.

xii. Survival

The provisions of NIT in relation to Confidential Information, Non-Disclosure, Intellectual Property Rights and Ownership shall survive the expiry or termination of the Purchase order.

xiii. Entire Contract

The terms and conditions laid down in the NIT and all the annexure and appendices shall be read and construed in conjunction with the POs and shall form integral part of the POs to be issued to the successful bidder.

xiv. Secrecy 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. Technical information, 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 GRSE. 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.

Declaration on secrecy of information (as per GRSE format) may require to be submitted for deployed DEO by the Contractor along with NDA as per requirement of GRSE.

xv. Cyber Security Secrecy

The Contractor shall at all times keep all relevant data such as Statistics/Business processes and supporting records and materials complied or prepared in course of its rendering services under the POs secret and confidential and shall give a declaration indemnifying GRSE against all actions, claims, demands, losses, damages, costs, charges and expenses whatsoever which GRSE may suffer or incur as a result of breach or default by divulging Confidential Information to any other person or party those which will be acquired by the Contractor during operation and/or implementation of the POs.

xvi. No Assignment: - The Contractor shall not be entitled to transfer any right, benefit or obligation of the PO without prior approval of GRSE.

xvii. Conflict of Interest: - The contractor shall disclose to GRSE in writing, all actual and potential conflicts of interest that exist, arise or may arise in course of performing the Pos as soon as practicable after it becomes aware of the conflict.

xviii. Amalgamation / Demerger: -The shall not after issue of Pos and during submission of Pos, transfer any of its undertaking / business nor make any arrangement for merger, amalgamation / demerger without prior written consent of GRSE.

ARTICLE 23 अनुछेद - 23: SUBMISSION OF BID बिड की पेशी-

i. 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.

ii. Date of opening of Part II offer i.e. Price Bidwill 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.

iii. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
iv. 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 24अनुछेद 24: CONTRACT WORKMAN WAGE PAYMENT: -

a. Contractor is liable for payment of wages, 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 25 अनुछेद 25: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR PERSONNEL INSIDE GRSE PREMISES – AS PER APPENDIX-A AND APPENDIX-B ENCLOSED UNDER ANNEXURE-9.

The Vendor has to comply all mandatory liabilities, Entry/exist of their personnel(s) as applicable for carrying the job as per prevailed procedure/CLMS policy of GRSE.

ARTICLE 26अनुछेद 26: PRE-BID MEETING बोलीपूर्ब बैठक -

A pre-bid meeting will be held on **14.07.2026 at at 11:00 AM at GRSE 61 Park Unit, Contract Cell conference room (Samriddhi Bhavan)** to discuss the detail scope of work of the tender. Vendors interested to participate in Pre-bid meeting should inform and forward their Pre-bid queries (if any) by **13.07.2026** positively.

Information to participate in pre-bid meeting and queries (if any) should be forwarded in time to following mail IDs:

i) Mr. Pranay Prashant Herenz, SM(HR), Mail ID. Herenz.Pranay@grse.co.in
ii) Mr. Prashnta Kumar Das, DM(HR) E-mail: das.prashnta@grse.co.in

with copy to Ms. Debalina Chowdhury, AM (Contract), E-Mail Chowdhury.Debalina@grse.co.in

Vendor should forward following for their gate entry at GRSE(61 Park Unit) , Kolkata

a) Aadhaar card copy (with address) of person who will attend pre-bid
b) Mobile no. and mail ID
c) 01 closed face photo (in jpg format)

Debalina Chowdhury
Asst. Mgr. (Contract)
Garden Reach Shipbuilders & Engineers Limited
61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024

	SOTR FOR HIRING OF FIRM / AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY [DEO] SUPPORT SERVICE IN GRSE LTD.		**SoTR Ref. No.: -** GRSE/DEO/SOTR/26/02
			Sheet 1 of 11
Date: - 06 July 2026	**Prepared By: - DM [HR, CCLC]**	**Checked By: - SM [HR, CCLC] AGM [HR, CCLC, C&W]**	**Verified by: GM (HR & A)**
Approved by: DIRECTOR (CORPORATE PLANNING & PERSONNEL)			

1. GRSE Ltd. is one of the premier Defence Shipyards having Navratna status and significantly contributing to the defence preparedness of the country by building sophisticated and state-of-the-art warships, Bailey Bridges and Deck machineries.

2. GRSE Ltd. intends to engage Company / Firm / Agency to provide services for Data Entry Works, work in systemized environment. The Company / Firm / Agency / Vendor / Contractor will be responsible to provide sufficient manpower for timely execution of data entry jobs/ related works in Company's various departments / Sections of GRSE Units as & when required.

3. The Company / Firm / Agency/ Vendor / Contractor will be required to depute on a daily basis around **143 with a variation of (+) 17 persons** of qualified and experienced **Data Entry Operators (DEOs)** under **Skilled** category to perform services related to Data Entry works / relent work / works(s) in designated systems and other Office works for a period of Two (02) years at GRSE Ltd. designated areas / locations.

4. The requirement of manpower which has been indicated at Para 3 may increase / decrease based on the organization requirements (time to time). L1 bidder shall be supply / deploy the same at designated work places at GRSE Ltd.

5. **SCOPE OF WORK:**

(i) Overall responsibilities of the data entry operators will include collecting, entering and maintaining accurate, up-to-date data / records in databases and maintaining accurate records of valuable Company's information in its IT systems / appropriate systems and other relevant documents records and registers.

(ii) Such personnel deputed by the Company / Firm / Agency will be required and ensure to perform the following jobs indicated below:

a) Data Entry & Data Verification / Data Validation / Reconciliation.

b) Data entry by inputting text based and numerical information from source documents in MS Word / MS Excel / MS PowerPoint etc. in timely manner.

c) Work related to data entry job and data output job in SAP.

d) Compile, verify accuracy and sort information according to priorities to prepare source data for computer entry

e) Review / cross check data for deficiencies or errors, correct incompatibilities, if any, and check output to ensure accuracy.

f) Apply data program techniques and procedures / initiate time saving methods.

g) Maintenance and Filing of Records and other related administrative / commercial/ Accounts & Finance related work.

h) Maintain reports in proper MIS format as per direction. Generate MIS reports from SAP system / from MS Word, MS Excel etc. and file / store completed work / documents (soft and hard copies) in designated locations with proper backups.

i) Scanning / digitisation of documents, create photocopy of documents, print files etc. as and when required.

j) General correspondence and typing office memos, letters etc. in English as well as Hindi and Bengali. Creating / Sending of E-mail, intra mail

k) File Maintenance / Record Maintenance activities.

l) Comply with data integrity and security policies of the Company and adhere to data confidentiality policies.

m) Ensure proper use of office equipment and report any malfunctions and do minor troubleshooting.

n) Any other works as assigned from time to time by the concerned GRSE Authority / Department where the DEO is attached to.

6. Technical Eligibility Criteria of the Service Provider (Company/Firm/Agency etc.)

(i) Bidder should have a legal status e.g. Proprietorship Firm / Partnership Firm / Company having legal entity having all statutory licenses such as trade-license, labour-licenses for engagement of DEOs on contracts in different organizations, GST and other registration certificates, as applicable etc. **Any Joint Venture / Consortium is not eligible.**

(ii) The agency / firm (Bidder) should be registered with the Appropriate Authorities under The Employees Provident Fund Organization and Employees State Insurance Corporation.

(iii) For GRSE West Bengal Units, DEP - Ranchi, GRSE Regional Office, Delhi and Vizag and GRSE (PMT) Kattupalli Office, the Bidder must possess a minimum of **3 [three] years of experience within the last 7 [seven] years**, ending on **June 30, 2026**, of **engaging at least 50 (Fifty)** Data Entry Operators (DEOs) **in a single contract** for execution of Data entry job in any following organizations:

(a) Any Central / State Government Organization / PSU

OR

(b) Autonomous bodies / large scale reputed Private Sectors having minimum strength of 500 regular manpower.

(iv) The service provider / contractor should submit a list of similar works executed during **last 07 (seven) years, ending on June 30, 2026** along with all supporting documents (e.g., Signed copies of Work Orders / Purchase orders, Work Completion Certificate, and Performance Certificate etc.). All documentary evidences to be submitted.

Note: - During the Technical Negotiation, if it is observed that the firm does not have adequate manpower or does not possess the requisite eligibility criteria **as stated at Para 6 (i) – 6 (iv) above**, GRSE reserves the right to reject the Technical Offer / bid of the concerned firm / agency.

7. QUALIFICATION & EXPERIENCE OF THE DATA ENTRY OPERATORS TO BE DEPUTED BY THE SERVICE PROVIDER:

Data Entry Operators to be deployed in GRSE by the service provider should possess following qualification and experience,

(a) Essential	**(a) Educational Qualification**: Any Graduate from any University or Diploma in Engineering from Institute recognized by the State Govt. or Central Govt. or AICTE (any field). **b) Technical Qualification:** (i) Have a minimum speed of data entry of 6,000 key depressions per hour. Proficient in MS Office, MS Excel & PPT. (ii) Should have Diploma in Computer Application / BCA / Certificate in Computer Application / ITI Certificate in COPA / PASSA trade. The above qualifications should be from Institute recognized by the State Govt. or Central Govt. or AICTE. (This requirement will not apply to candidates who have Computer Science/Computer Application in their Graduation level subjects).

	(c) <u>Other Eligibility Criteria</u>: (i) Should have good knowledge of English and should be well-versed to understand and communicate in English, Hindi and Bengali / Local language. (ii) Age: Not more than **<u>50 years or less than 18 years</u>**, as on **30th June 2026**.
(b) Desired	**<u>Experience</u>:** (i) The candidate having knowledge in SAP module of MM, SD, HR, PP, FICO etc. and undertaking procurement through GeM portal is preferred. (ii) Preferably 01/02 years' experience in data entry jobs in MS Office (Word, Excel, Power Point)

8. <u>General Terms & Conditions</u>:

a. The service provider shall deploy at least **143 with a variation of (+) 17 persons [Data Entry Operators]** per day.

b. The service provider shall provide a minimum of **02 (Two) Supervisory Staff (Skilled Category)** for effective supervision, coordination, attendance monitoring and overall management of the deployed personnel. The Supervisory Staff shall be deputed on regular basis at the site during working hours to ensure smooth operation, maintain discipline, address operational issues promptly, and act as the primary point of contact between the Service Provider and GRSE. The service provider shall ensure the all necessary / applicable statutory compliances including Payment of Minimum Wages, Provident Fund, Leave with Wages, Employee Compensation Policy and Medi-Claim Policy with an worth of Rs. 2 lakhs for Self Only.

c. The Company / Firm / Agency must ensure engagement of Data Entry Operators as per the qualification and experience criteria stated at Para: 7 above.

d. During execution of the contract, the service provider should depute requisite number of DEOs on any day and **<u>should be ready to provide reliever forthwith in case of absence of any DEO for more than 07 days</u>.** If not deputed / replaced, then GRSE reserves the right to ask for change of personnel at any point of time and the same shall be replaced with suitable and qualified DEO (as stated in SOTR/NIT) by the vendor within **<u>07 working days</u>**. Any delay on the part of the vendor for providing

suitable replacement of DEO and resulting in work-hindrances shall be viewed seriously and penalty **will be levied @ Rs. 1,000/- per day per absent** head till such suitable replacement is provided by the vendor.

e. It is the responsibility of the Service provider / Contractor to ensure that the Data Entry Operators (DEOs) deployed across different departments undergo regular rotation.

f. Contractor should not have any constraint for re-location of their engaged employees, if the GRSE departments are relocated / transferred to any other unit of GRSE.

g. The vendor / contractor / service provider shall deploy the qualified DEOs as per the requirement of the Organization on round the clock manner/shift wise (as per the requirement of the GRSE).

h. **Statutory Compliances** –

(i) The service provider / contractor must ensure strict compliance of all statutory provisions mentioned under **the Code on Wages, 2019, The Occupational Safety, Health and Working Conditions Code, 2020, The Code on Social Security, 2020, The Industrial Relations Code, 2020 / if any applicable Law/Act** and the new Govt. directives, if any, in respect of all DEOs those are to be deployed in GRSE. The DEOs will be paid daily rates of minimum wages under the ***skilled*** category of workmen**, as per the Code on Wages, 2019 and the Occupational Safety, Health and Working Conditions Code, 2020**.

(ii) The Service Provider **shall mandatorily issue the Appointment letter** (**as per Rule – 6 of the OSH & WC (Central) Rules, 2026**) by **stipulating proper terms and conditions** prior to the engagement of its DEOs in GRSE premises and should also issue **Experience Certificate (as per the OSH & WC (Central) Rules, 2026) on demand of the DEOs. (Acknowledge copy of appointment letter shall be submitted to the GRSE)**

(iii) The service provider should **issue wage-slips (as per the OSH & WC (Central) Rules, 2026)** to their DEOs at least 02 days prior to disbursement of monthly wages.

(iv) Payment of monthly wages – Monthly attendance sheet / Work Done Certificate (WDC) i.r.o each DEO are required to be submitted by the firm's Supervisors / authorized personnel and verified by the respective User departments. Every GRSE departments has to base on the above attendance

certification, disbursement of monthly wages of the DEOs are to be made. The service-provider should maintain statutory **wages-payment register, monthly attendance register (as per the OSH & WC (Central) Rules, 2026)** and submit related forms, statements issued by the bank substantiating crediting of monthly wages into individual DEO's account. Such payment related documents should be submitted to the In-charge of Central Contract Labour Cell, Main Unit and to Unit HR Officers for other GRSE Units after disbursement of monthly wages. **Monthly wage payment date should not exceed the 7th day of the following month. Payment of monthly wages should be through ECS / NEFT only. No other mode of payment of monthly wages will be given cognizance**.

(v) **Remittance of monthly contribution towards ESI & PF under the Code on Social Security, 2020** - The service-provider should ensure timely deposition of monthly contributions towards ESI & PF i.r.o all DEOs **within 15th day of the following month** and submit PF & ESI challans / ECRs substantiating remittance of monthly contribution towards ESI & PF to In-charge of Central Contract Labour Cell, Main unit and to Unit HR Officers for other units.

(vi) In the event, it is found that the service-provider defaults in **making wages payment or remitting monthly contribution towards ESI or PF for more than 03 times in a year**, **penalty will be levied @ 1% of the total monthly bill value for each defaulting month of statutory non- compliance**. During execution of the contract, GRSE reserves the right to terminate the contract with immediate effect, without assigning any reason whatsoever, including forfeiture of the SD amount and may go to extent of blacklisting the service-provider in participating any future tender of GRSE. (**Note:** ***Approaches for penalty, tender holiday and blacklisting***)

(vii) If the gross wages of a Data Entry Operator (DEO) exceed Rs. 21,000 per month, the coverage under the Employee State Insurance (ESI) scheme will not be applicable. In such instances, the service provider must ensure that the DEOs are covered under an Employee Compensation policy to provide benefits as per the **provisions of Employees Compensation under the Code on Social Security, 2020**. Additionally, a Mediclaim policy should be obtained to provide medical facilities and hospitalization benefits in case of workplace-related injuries, **covering hospitalization expenses (Medi-claim) up to Rs. 2 lakhs for self only.**

(viii) If there is any revision in the wages ceiling limit due to an amendment in the **ESI scheme under the Code on Social Security, 2020**, the service provider is obligated to cover the DEOs under the **ESI scheme under the Code on Social Security, 2020** and ensure compliance with ESI regulations and benefits.

(ix) Payment towards Earned leave, Bonus, Retrenchment Compensation, Overtime and Holidays –

(a) Earned Leave - The service provider is required to make payment of earned leave amount, i.e. 01-day full wages for every 20 days of work to every DEO as per the statutory provisions mentioned under the **Occupational Safety, Health and Working Conditions Code, 2020**.

(b) Bonus payment – The service provider is required to make annual bonus payment of minimum 8.33% of the annual wages as per the Payment of Bonus provisions **under the Code on Wages, 2019**, as per the applicability and such **payment should be made through ECS / NEFT only** and the *Form – C* register (as per rule) should be submitted along with bank statements for substantiating the payment. At present, employees earning up to Rs. 21,000/- per month are eligible for bonus. In case of any revision in the ceiling limit due to an amendment in the Payment of Bonus provisions **under the Code on Social Security, 2020,** the service provider is obligated to cover the DEOs under the Act and ensure compliance.

(c) Payment towards Overtime - In case a DEO is required to be deployed on overtime, the service provider is required to make overtime payment as per **the Code on Wages, 2019**. Overtime wages shall be provided at the rate of twice of the ordinary rate of wages and as per rule, total over time shall not exceed 50 hrs. (Fifty hours) per quarter per person i.e. during three consecutive months for any labours and that of no OT at a stretch for more than 7 days. In case of inclusion of OT hour, order will be amended through ordering department (at actual executed OT hour) on quarterly basis based on approval of GM/CGM of concerned User dept. for OT during the period. Such payment towards overtime should be clearly mentioned in the **wages register as per the OSH & WC (Central) Rules, 2026**.

(d) Payment towards Holidays - The service provider is also required to make wages payment for holidays, i.e., at least for 03 National Holidays, i.e. Republic Day, Independence Day and Gandhi Jayanti. The DEOs are entitled to full wages on the days of absence for exercising their Universal

Adult Franchise in his / her Constituency subject to submission of relevant proof of casting his / her vote.

(e) Payment of Gratuity: Gratuity shall be payable on the termination of the employment of DEOs after he / she has rendered the service under the contract for a period of at least 01 (one) year. For inclusion of Gratuity amount, the Order will be amended through ordering department (**at actual disbursement of Gratuity amount as per the provision of the Code on Social Security, 2020 after due verification of the Respective Unit HR Department**) based on approval of GM/CGM of concerned User dept. The payment of gratuity will be governed by the provisions mentioned under the Code on Social Security, 2020 and corresponding Central Rules if it is applicable.

i. Canteen Allowance - The service provider is also required to provide canteen allowance as per the **existing rate @ Rs. 12/- per person** per working days (From Monday to Friday) or in any such rate as increased by the Management.

j. The service provider shall ensure that its personnel should maintain discipline, punctuality and office decorum.

k. The service provider must ensure completion of obtaining of Police clearance certificates (PCC) / Police verification certificates (PVCs) i.r.o each DEO prior to their deployment inside GRSE.

l. The DEOs should have reasonably pleasant demeanour, sound health, and the service provider must submit medical fitness certificate duly signed by a Doctor registered with Indian Medical Council for each DEO to be deployed in GRSE. The same may be cross checked by the HR department in consultation with the respective Unit Medical department.

m. The Contract has to be executed on "**No Work No Pay Basis**" i.e. in case of any absenteeism during GRSE working days (excepting the holidays mentioned at Para: 8(h) (ix) (d) above, no payment will be made.

n. Working Hours and Attendance

(i) Monday to Friday: 08:00 hrs. – 17:06 hrs./ any other shift
Saturday: 08:00 hrs. – 13:00 hrs.

NB: **Marking attendance i.e. both In & Out punch through the FRS systems installed at Gates is mandatory for all**. Attendance for the day will not be marked in case of entry / exit without In/Out punch and even for single punch also (i.e. availability of either In or Out punch) the DEO will be marked absent for that day. DEOs must enter and In-Punch must be recorded by **08:15 hours** daily. **Attendance (In-Punch) after 08:15 hrs. will not be acceptable and in such case the DEO will not be allowed to enter on that day.** Recording of early Out-Punch i.e. before 17:06 hrs (Weekdays) & 13.00 hrs. (Saturday) will not be permitted. However, in case of any emergency, it will be permitted based on the permission accorded from the service provider in consultation with the respective User department [**not below the rank of the DGM**].

a) Attendance indicating In and Out time for all DEOs has to be prepared by the Service Provider as per the statutory attendance register format **(as per the OSH & WC (Central) Rules, 2026)** and the same will be duly stamped and signed by the representative of the Service provider and subsequently to be cross-checked and validated by HsOD / authorised officer **not below the rank of the DGM**.

b) For West Bengal based Units, the FRS attendance data may be sought by the User departments from the Central Contract Labour Cell / Unit HR department to cross check the attendance data furnished by the Service Provider.

- In case of Non-availability of FRS Punch record / any mismatch (in West Bengal based units), the attendance should be validated by the GRSE designated HsOD / authorised officer **not below the rank of the DGM**.

c) For Units / Regional Offices, where FRS is not available, the attendance will be validated by the HsOD / authorised officers **not below the rank of the DGM**.

d) 01st and 03rd Saturdays of every month will be considered as ‘non-duty’ days, where 02nd, 04th and 05th Saturdays (if any) of a month will be considered as duty Saturdays. There will be no change in the working hours on duty Saturdays and other weekdays. However, in case DEOs have to attend duty on ‘non-duty’ Saturdays / Sundays / Holidays, the

concerned DEO will have to record their attendances during their entry / exit for performing duty on nonduty' Saturdays / Sundays / Holidays.

(ii) The Service provider should strictly ensure adherence of the aforementioned timings and no deviation on this will be tolerated. **In case of repetitive incidents of late coming by the DEOs, the responsibility for taking necessary actions will lie with the Service Provider.**

(iv) Due to exigency of work, any of the manpower may be required to work beyond the schedule working hours. The service provider has to inform his / her manpower regarding this after getting concurrence from the HsODs of respective GRSE departments.

o. **Work Done Certificate (WDC)**

(i) Work done certificate will be issued from individual departments by the concerned HOD or his nominated Officer based on submission of following documents:

(a) Copy of attendance register for respective month, certified by the Service Provider and cross checked by authorized Officer of the concerned department.

(ii) Any penalty / deduction required for the period of service has to be included in WDC.

p. **BILL PAYMENT**

(i) The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against if any and work Done Certificate to be duly signed by respective authority of engaging department of GRSE. Bill to be certified by respective HOD or his nominated Officer of the concerned department. However, this is subject to clearance of monthly wages, PF and ESI (if ESI is not applicable, then EC policy and Mediclaim documents need to be submitted) and other statutory liabilities by the firm. The payment will be as follows:

(a) 100 % payment with GST will be released on monthly bill basis within 30 days of receipt of bill duly certified by bill certifying authority of GRSE and supported with satisfactory Work Done Certificate and on clearance of monthly wages, PF and ESI and other statutory liabilities from HR department.

(b) Payment will be made on actual work Done Certificate basis.

(c) Following documents need to be submitted at the time of bill submission:

- Copies of bank statement substantiating payment of wages to the engaged manpower.
- Copies of monthly Salary slip / Wage slip issued to the engaged manpower.

q. The Service Provider shall promptly resolve any dispute, grievances raised by their DEOs in relation to any provisions mentioned under **the Code on Wages, 2019, The Occupational Safety, Health and Working Conditions Code, 2020, The Code on Social Security, 2020, The Industrial Relations Code, 2020 or any other Statues,** as applicable. GRSE reserves the right to terminate the contract of the service provider / contractor including forfeiture of the SD amount in the event any legal proceeding is initiated by the Appropriate Authority against GRSE for any act of omission / commission on the part of the service-provider / contractor.

r. In case of revision in the Central Govt. rates of minimum wages, the service provider shall ensure payment of wages and also deposit contribution towards PF & ESI scheme as per the revised Central Govt. minimum rates of wages.

s. In the event of any amendment in the applicable statutory provisions, the service provider shall ensure compliance.

t. Frequent absenteeism, late coming, slow pace of working, incorrect output, wastage of stationery items, indecent behaviour, insubordination, inexperience in working system etc. by the concerned DEO will be construed as inefficiency and will call for immediate replacement of the DEO. GRSE reserves the right to ask for change of personnel at any point of time and the same shall be replaced with suitable and qualified DEO (as stated in SOTR/NIT) by the vendor within **04 (four)** working days. Any delay **on the part of the vendor** for providing suitable replacement of DEO and resulting in work-hindrances shall be viewed seriously and penalty will be levied @ **Rs. 1,000/- per day** per absent head till such suitable replacement is provided by the vendor and **to be dealt by the respective User department**.

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SCC/DC/OT(Press)/DEO/078/ET-3468

Annexure-2

STANDARD TERMS & CONDITIONS (STAC)

Job Title **कार्य का नाम:**	**" HIRING OF FIRM/ AGENCY FOR PROVIDING MANPOWER FOR DATA ENTRY SUPPORT SERVICE IN GRSE LTD "** **[**to be executed as per SOTR No. **GRSE/DEO/SOTR/26/02** at Annexure-I**]**

(1) **INTEGRITY PACT समग्रताअनुबंध:**

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.

The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

(2) **MICRO & SMALL ENTERPRISE (सूक्ष्मऔरछोटेउद्यम) -**

a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.

b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs

and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.

c) Following facilities/benefits may be given to MSEs: -
Exemption for payment of Tender Fee & Earnest Money Deposit.

d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.

(ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.

(iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.

(iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.

e) Non-Divisibility of Tender Items: - In case of non-divisible / non-splitable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.

f) 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 / Udyam Registration Certificate.

g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
(i) For proprietary MSE, proprietor(s) shall be SC/ST.
(ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
(iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) **TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) –**

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) (याना जमा (ब्याज रहित)**

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

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

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

iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.

v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.

vi. Refund of Earnest Money Deposits (बयाना जमा की वापसी)

a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.

b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.

c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

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

EMD may be forfeited under the following circumstances:

a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.

b. The bidder does not accept the correction of error in bid price as indicated in **Clause 37** hereinafter.

c. The successful bidder fails within the specifies time limit to:

1. Acknowledge the LOA/Order
2. Furnish the required Security Deposit
3. Non-performance of the contract by the Contractor

(5) **VALIDITY OF OFFER (प्रस्ताव की वैधता): -**

Your offer should remain valid for a period of 90/120/180 days (as per terms of specific NIT) from the due date of the tender.

(6) **SECURITY DEPOSIT (INTEREST FREE) (तिभूति (ब्याज रहित): -**

i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance/receipt of LOA or PO/as specified in the NIT. 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 Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department 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.

(7) **WORK DONE CERTIFICATE (W.D.C.) (किए हुए काम का प्रमाणपत्र): -** Firm will put up Work Done for certification to site engineer /PL /or as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.

(8) **BILL SUBMISSION (बिल प्रस्तुति): -**

Bills are to be raised in OBPS portal/BTN system as applicable in GRSE. Payment to be made as per payment terms of PO, through ECS/NEFT against online submission of GST e-invoice through OBPS portal (obps.grse.co.in) with work done /completion certificate.

Note:
(i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit EInvoice.
(ii) All Vendors having turnover below Rs. 5 Crore are also to submit EInvoice/ digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E Invoice).
(iii) Invoice in hard copy is not desirable.
(iv) Gate in entry date will be treated as gate stamped date (as applicable).
(v) Work Done/Completion certifying authority must be at least at the level of Dy. Manager.

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

(9) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन): -**

a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.

b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

(10) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (का श्रमिकों का पुलिस सत्यापन): -**

(a) Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.

(b) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.

(c) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.

(11) **GST REGISTRATION (एस टी पंजीकरण):** - The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.

(12) **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.

(13) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु): -

a) Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. 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. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु): -

a) Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

b) The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.

c) The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

(14) **QUANTITY VARIATION (मात्रा भेद): -** Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions up to variation (+/-25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.
NIT/SOTR term for the job will be applicable.

(15) **UNREASONABLE QUOTESअतर्कसंगत भाव: –**

A. For Job Contract (कार्य संविदा हेतु) :

i) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be

forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. For Manpower Contract (श्रमशक्ति संविदा हेतु): -

i) The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e. PF, ESI etc.

ii) In case the quoted price of the L1 bidder is found unreasonably low i.e. does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

(16) **JOINT VENTURE (संयुक्त ऊधम): - Not Applicable.**

The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:

i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.

ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.

iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.

iv) Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.

v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.

vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.

vii) If selected, PO would be issued in favour of the JV.

(17) **CONSORTIUM (अल्पकालीन संघटन): - Not Applicable.**

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

i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.

ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.

iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.

iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone

will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.

v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.

vi) If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.

vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.

viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.

ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.

x) All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.

xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.

(18) **MAINTENANCE OF MACHINES (यंत्रों का अनुरछण): -** The maintenance of machines brought in by contractors are to be undertaken as per OEM recommendations. Certificate to this effect is to be rendered by the contractor.

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

a) Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.

b) However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.

c) For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

(20) **EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री): -** Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

(21) **FIRE &SAFETY PRECAUTIONS (अग्नि एवं संरक्षा सावधानियाँ): -** The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). 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.

(22) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चालन उपकरण हेतु मार्गदर्शन): -** The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order

to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.

(23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता): -** The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES (पी पी ई की सूची)

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i)IS:4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	IS:177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

(24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): -** The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

(25) **ENERGY CONSERVATION (ऊर्जा संरक्षण): -**

GRSE will provide power supply at free of cost for execution of job. The vendor should ensure that the power during execution of job shall be used in a very economical way to save energy as per Energy Management System of ISO 50001: 2011.

(26) **GUARANTEE FOR RAW MATERIAL (अनिर्मित सामग्री की गारंटी): -** This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.

a) Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's

premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.

b) Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

c) Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

d) During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.

e) For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

(27) **MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण): - NA**

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan clearly indicating whether the stiffeners are: -

i) Temporary stiffeners supplied by vendor.
ii) Sections of ABS quality supplied by GRSE.

(c) While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

(28) **INSURANCE (बीमा): -** In case the sub-contracted job has to be executed at contractor's premises, 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 following:

(i) Fire as per AIFT including EQ, STFI at Contractors premises.
(ii) Burglary including theft during Storage at Contractors premises.

(iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
(iv) Loading & unloading including TP liability at all fabricator's premises.
(v) Loss due to infidelity of contractors whilst in storage.
(vi) Spoilage of material by contractors by any accidental reasons whatsoever.

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

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

(29) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड): -**

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

(30) **WORKING HOURS (कार्य समय): -**

The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) 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 as per NIT Terms. The detail of working hours for the job is as stated in SOTR/NIT.

(31) **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.

(32) **INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता): -**

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

(33) **SECRECY OF INFORMATION (सूचना की गोपनियता): -**

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

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

Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

(34) **REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण): -**

The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.

(35) **CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): -**

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.

(36) **INSPECTION (निरीक्षण): -**

(i) Quality assurance authority: As per NIT/SOTR.

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

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

(iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to

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

(37) **CORRECTION OF ERRORS (त्रुटि सुधार): -**

Bids determined to be responsive will be checked by GRSE for any arithmetic error. Errors will be corrected by GRSE 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 NIC Portal: -

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.

(iii) For Tendering through GeM Portal: -

Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e. break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, 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.

(38) **FORCE MAJEURE (अप्रत्याशित घटना): -**

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.

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

(40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती): -** 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 contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

(41) **OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान): -** 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.

(42) **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.

(43) **JURISDICTION (न्याय अधिकार): -** 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) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

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

Annexure – 3

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

1.Name of the Bidder and Address:

2.Job Description:

3.GeM Tender/Bid Reference:

(A) Details of Executed relevant jobs:

Sl. No	Description of Executed relevant jobs	Order No. & Date *(Supporting documentary evidence to be submitted)*	Order placed by	Start & Completion date as per Order	Actual start date	Actual Completion Date	Value of Purchase order (in INR)	Scope of work for executed contract	Work completion certificate Ref. No. & date *(Supporting soft or, hard copy to be submitted)*
1									
2									
3									
4									
5									

Note: Please add additional pages if required

(Signature of Authorized Representative)

Date:

Name:

Designation:
Official stamp

ANNEXURE-4

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

(To be submitted on Company's letter head)

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

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (in Rs.)
1	2024-25	
2	2023-24	
3	2022-23	

Note: i) Audited reports for above FY to be submitted as supporting documents.

(Signature of Authorized Representative) Date:

Designation:

Note:
Audited reports for above FY to be submitted as supporting documents.

Annexure – 5

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

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

Dear Sir,

(1) I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ---------- hereby declare that our firm/company namely M/s.---------- have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending **on 30.06.2026** 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).

(2) 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- 6

Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date: DD/MM/YYYY
Bidder's Ref: _____
Tender Ref: _____

To
M/s. Garden Reach Shipbuilders & Engineers Ltd.
43/46, Garden Reach Road,
Kolkata – 700 024

Kind Attn: (Name & Designation of tender issuing officer)

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE certificate or valid GRSE vendor Registration certificate.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

(a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender: or

(b) Having been notified of the acceptance of our bid by M/S. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 22 (i) of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

_____

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of *[insert complete name of bidder]*

Date: *DD/MM/YYYY*

[Put corporate seal as appropriate]

Annexure 7

ATTRIBUTES	Particulars (to be filled by the Bidder and submitted with technical bid with sign and stamp)
Bidder's/Firm's Name	
Firm's Address	
Contact Person with Designation	
Contact details (Mob No. , e-mail ID)	
Proprietorship/Partnership/Pvt. Ltd./PSU/ Public Ltd. / (as applicable for the Bidder) with documentary evidence	
Vendor registration no. with GRSE (if any)	
PAN no.	
GST no. with Annexure-A &B	
Company Registration certification with ROC /trade lisence/Memorandum/ others as applicable with documents	
Registered Office or Branch Office address in Kolkata	
MSE/NSIC (If any). Provide MSE UDAYAM No. & Certificate	
INTEGRITY PACT (In original to be submitted as per format)	Date of submission:
EMD - DD /BG no. and date (to be indicated)	
PF Registration no.	
ESI Registration no.	
Annexure-3 (Tech eligibility) with documents of Bid eligibility criteria as per SOTR term	Submitted with documents / Not submitted
Annexure-4 Financial Eligibility Criteria	Submitted with documents / Not submitted
Self-Certification for not having tender Holiday, Blacklisting as on 30.06.2026 (Annexure-5) in Company's letterhead	(Annexure-5) submitted/ Not submitted
Bid Security declaration (as per Annexure-6) in case of MSE/ GRSE valid registration along with MSE Udyam / valid GRSE registration certification	Submitted with documents / Not submitted
Average Annual Turnover of last 3 F.Y. ending on 31.03.2025	**FY 2022-23 - Rs._____** **FY 2023-24 - Rs._____** **FY 2024-25 - Rs._____** **Average of 03 years : Rs. _____**
TReDS Registration no. in case of MSME	
SAC CODE (DETAILS TO BE PROVIDED IN GST CODE PERCENTAGE TAB)	
GST (BIDDER TO INPUT ONLY TOTAL APPLICABLE GST IN PERCENTAGE (%), IRRESPECTIVE OF IGST, CGST, SGST OR COMBINATION OF TWO TYPES OF GST)	
COMPANY **REGISTRATION DETAILS** / **TRADE LICENSE**	
GeM Seller ID	

ANNEXURE-8 : INTEGRITY PACT

(to be executed in Non-Judicial Stamp Paper of Rs.100/- and to be signed & stamped on all pages)

INTEGRITY PACT

This Integrity Pact is made on …… day of …….. (month & year)

Between

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

and

M/s…….. having its registered office at ……..,hereinafter referred to as "the Bidder /Contractor"

The Principal intends to award, under laid down organizational procedures, contract for…….....……(job and / Tender no.) 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 Capital Bidder(s)/ or Contractors(s).

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 principals 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, provided 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 contract 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)/ Contractor(s)

[1] The Bidder(s) /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) / 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)/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)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/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)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Furthers details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /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)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

[2] The Bidder(s)/ 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)/Contractor(s) before award *or* during execution has 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 Bidder(s) /Contractor(s) from the tender process or take action as per the extant procedure of the company (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 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 occurred 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 / Contractors / Sub-contractors.

(1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors 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, Contractors and Sub-contractors.

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

Section 7 – Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor 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

(I) The Principal appoints competent and credible Independent External 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 performs his functions neutrally and independently. He reports 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 Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.

(4) The Principal will *provide* to the Monitor sufficient information about all meetings among the parties related to the Project provided Su1ch meetings could have an impact on the contractual relations between the Principal and the 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 agreement, he 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 him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) 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 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 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 the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

Place…….

Date……..

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place……

Date……..

Witness 1:
(Signature, Name & Address)

Witness 2:
(Signature, Name & Address)

Annexure- 9

APPENDIX-A

STATUTORY RESPONSIBILITIES OF THE CONTRACTORS UNDER THE OCCUPATIONAL SAFETY, HEALTH & WORKING CONDITIONS CODE, 2020 AND THE OCCUPATIONAL SAFETY, HEALTH & WORKING CONDITIONS (CENTRAL) RULES, 2026

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour Licence	**FORM - XXI** under Rule 88 & **Form-XXII** under Rule 89 of the OSH & WC (Central) Rules, 2026	Contractor	The Contractor engaging 50 or more contract labours on any day shall apply in Online through Shram Suvidha Portal for obtaining labour licence from the ALC (C), Kolkata. A copy of the Labour Licence should be submitted to concerned Unit HR Department. The Licence issued under this rule shall be valid for five (05) years. **Note:** The Contractor cannot deploy more than the number of workmen mentioned in the licence on any day.
02	Renewal of Labour Licence	**FORM - XXI** under Rule 88 of the OSH & WC (Central) Rules, 2026	Contractor	The contractor shall apply in Online through Shram Suvidha Portal to the ALC (C), Kolkata for renewal of licence at least 30 days prior to its expiry. A copy of the acknowledgement / renewed licence should be submitted to concerned Unit HR Department.
03	Intimation of Work Order and time limit for Intimation	Online through **Shram Suvidha Portal**	Contractor	The contractor shall within fifteen (15) days of the receipt of a contract work shall intimate about the contract work containing the details through the Shram Suvidha Portal. (Commencement & Duration)

APPENDIX-A

				• The copy of the same should be submitted to concerned Unit HR Department.
MAINTENANCE OF REGISTERS UNDER TH E OSH & WC (CENTRAL) RULES, 2026				
SL. NO.	**NATURE OF STATUTORY REQUIREMENTS**	**FORM NO.**	**RESPONSIBILITY**	**REMARKS**
04	Employee Register	**FORM - XIII**	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the contract labour enqaqed by the contractor.
05	Register of Wages, Overtime and deduction	**FORM - XV**	Contractor	Comprising of current rate of Central Rate of minimum wages as notified by the Govt. of India, employees PF & ESI contribution, record of loans, fines and advances given to contract labours, if any and monthly record of recoveries. and other allowances, if any .
06	Attendance Register-cum-Muster Roll	**Form - XIV**	Contractor	Data of daily attendance of each contract laboui engaged by the contractor indicating their in and out time.
07	Experience Certificate of Contract Labour	**Form - XXIII**	Contractor	Every concerned Contractor shall issue on demand, experience certificate to the Contract Labour giving details of the period, worked performed, experience gained in various fields performed by such contract labour.
08	Wage-slip	**Form - XVI**	Contractor	Every Contractor shall issue wage-slip to its employees on or before the day of Payment of wages to its employee.

APPENDIX-A

09	Register of Leave with Wages	**Form- XX**	Contractor	Every Contractor shall maintain record of leave with wages electronically or otherwise in Form-XX and share the leave records with its respective employee, on demand.
10	Half-yearly Return	**FORM- XVIII**	Contractor	Every Contractor shall send half-yearly return electronically to the Deputy Chief Labour Commissioner (Central) concerned not later than thirty (30) days from the close of the half - year, that is to say January to June, July to December. Copy of the same should be submitted to the respective HR department.

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STATUTORY RESPONSIBILITY OF CONTRACTORS UNDER VARIOUS LABOUR CODES & CENTRAL RULES

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
11	The Occupational Safety, Health and Working Conditions Code, 2020	Contractor	• Annual Leave with Wages: Every worker who has worked for a period of 180 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him. • Payment of Overtime: Where a worker has worked for more than 08 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. • Hours of Works: The total nos. of hours of work in a week, shall not exceed forty-eight (48).

Rajeev

APPENDIX-A

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
			• Hours of Overtime: The total hours of overtime shall not exceed one hundred forty-four (144) in any quarter of a year. • Letter of Appointment to Employee: Every Contractor shall issue an appointment letter in the format given in Rule - 6 of the OSH & WC (Central) Rules, 2026. **[Annexu re-1]**
12	Payment of Wages under The Code on Wages, 2019	Contractor	(i) Payment of Wages: Contractors have to pay wages before expiry of the 7th day after the last day of the wage period. The wages shall be disbursed through Bank transfer or electronically only. (ii) Full-N-Final Settlement: When a contact labour has been removed or retrenched due to completion of contract work or has been resigned from service, the statutory payments payable lo him !)hall be paid within two (02) working days of his removal, retrenchment, or resignation, as the case may be.
13	Minimum Wages under The Code on Wages, 2019	Contractor	Every Contractor shall pay minimum wages to its worker as per the Central rates circulated/notified by the Govt. of India from time to time.
14	Employees' Provident Fund under The Code on Social Security, 2020)	Contractor	(i) Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by the Firm. (c) Ensure submission of e-nomination details while applying for UAN of workmen and update the same from time to time. • Above documents shall be submitted at the time of Gate pass processing.
		Contractor	(ii) Every contractor shall contribute towards PF @ 13% of the monthly wages of each workman as employer's share incl. EDU & Admin charges and recover 12% of monthly wages from each employee or any rate of contributions (Both for Employer & Employee) as prescribed by the EPFO from time to time, as employees share on maximum waqe ceilinq of Rs. 15,000/ -,.,and

APPENDIX-A

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
			thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. (iii) 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.
15	Employees' State Insurance under The Code on Social Security, 2020)	Contractor	(i) Every contractor shall obtain the following: • ESI Establishment Code No. for the firm. • ESI Sub-code no. for the firm. • Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card) and update the same, from time to time.
		Contractor	(ii) Every contractor shall remit ESI contribution (employees' share @ 0.75% and employers' share @ 3.25% or any contribution rate as prescribed by the ESIC from time to time) i.r.o every workman engaged by him for the preceding month prior to the expiry of the 15th day of the following month.
16	Payment of Bonus under The Code on Wages, 2019	Contractor	The Contractor shall pay annual bonus to their workmen drawing wages not exceeding such amount per month, as notified by the Govt. of India from time to time. The Bonus will be payable at the rate of minimum @ 8.33% and maximum @ 20% of the annual wages. Such Payment details should be submitted to concerned Unit HR Department.
17	Employees' Compensation under The Code on Social Security, 2020	Contractor	In the absence of ESI Coverage (due to crossing the prescribed Wage Ceiling as per the guidelines of ESIC), every Contractor shall obtain an **"Employees Compensation Insurance Policy"** (In line with Employees' Compensation provisions under The Code on Social Security, 2020), along with **Medi-claim** coverage for hospitalization benefits for the manpower deployed at various GRSE Sites/ Units.

***

Annexure-1

Letter of appointment to employee under clause (f) of sub-section (1) of Section 6 of Occupational Safety, Health and Working Conditions {OSH &WC) Code, 2020

***(To** be Issued **in English or Hindi and In local** language)*

Format for Appointment Letter

I. Name of employee:

II. Date of birth:

III. Father's / Mother's name:

IV. Aadhaar number (after obtaining consent):

V. Labour Identification Number (LIN) of the establishment:

VI. Universal Account Number (UAN) and / or Insurance Number (ESIC) (if available):

VII. Designation:

VIII. Type of Employment (Regular/Fixed-term-employment/Contractual):

IX. Category of skill:

X. Date of joining:

XI. Wages/Basic/Pay and Dearness Allowance:

XII. Other allowance including accommodation whichever is/are applicable:

XIII. Applicability of social security [Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC)] benefits:

XIV. Broad Nature of duties to be performed:

XV. Benefits available under chapter VI (Maternity Benefit) of Code on Social Security, 2020 (in case of women employee):

XVI. Any other information:

Signature/ Digital Signature
Employer

Annexure-10

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

निदेशक (कार्मिक) का सचिवालय / D(P)'s Secretariat

संदर्भ सं / Ref No.: D(P)/TY/24/172

Date: 30 दिसंबर / Dec 2024

PENALTY FOR NON-CLEANING OF WORK AREA POST-JOB COMPLETION

To
All Contractors

1. It has been observed with serious concern that work areas onboard ships are often left uncleaned after job completion which causes waste accumulation, workflow disruptions, and safety hazards. Some of the examples are as follows:

(i) non-removal of blasting grits after blasting activity.

(ii) left over remaining electrodes, plastic welding spool after welding activity.

(iii) left over Oxyfuel gas hose of gas cutting sets after gas cutting activity.

(iv) Remain Welding set in on condition.

(v) left over damaged/unused grinding wheel/cutting wheel after grinding and cutting activity.

(vi) left over empty paint drums, thinner drums, painting machines and Spray-painting kit after painting activity.

(vii) left over scraps & loose material after fabrication activity.

(viii) left over Die Penetrant testing kit after D.P. test.

(ix) left over cotton jute & waste after cleaning activity.

(x) left over plastic wrappers removed from machinery items.

(xi) left over excess / unused/cut piece cable after cable laying work.

(xii) left over excess / unused insulation materials, cartoon box, gasket, drawing paper, plastic bottles and polyethene's, etc.

(xiii) Any flammable or hazardous items (liquid or solid).

Contd... P/2

In addition, some of the contractors' workmen are spitting pan & gutkha & do urinal inside the ships which not only affects swacchata of the workplace but also gives a bad impression of cleanliness culture of GRSE.

2. To address this issue, the following guidelines are being enforced:

2.1 *Responsibility of Cleaning Work Areas:* Contractors must ensure that work areas are cleaned immediately after the completion of tasks and no worker should spit inside the compartments onboard the ships.

2.2. *Penalty for Non-Compliance:* Failure to clean the work area and spitting will result in the imposition of stringent penalties, including but not limited to:

(i) Monetary fines: Rs. 5000/- per instance on defaulter company.

(ii) Debar the concerned contractors' workman from entering the unit for maximum 10 (ten) days period in each instance of violation.

(iii) Temporary or permanent debarment from participating in future tenders of GRSE.

3. All contractors are advised to comply strictly with this directive to maintain a safe and efficient working environment.

Subrato Ghosh

DIG Subrato Ghosh, ICG (Retd.)
Director (Personnel)

ANNEXURE-11: PAYMENT FOR UTILISATION OF PORTABLE ACs BY VENDORS

GRSE will allow fitment of portable ACs at the vendors' premises/PORTA cabins on chargeable basis. Following to be complied with respect to installation / usage of AC machines: -

(a) **Installation of New AC Machines**.

(i) ACs are to be of 5-Star Green rating upto a maximum of 1.5 Tons.
(ii) Vendors to seek installation clearance from ES&CM department. Post accord of clearance by ES&CM, vendor to install the AC and take power supply from designated place shown by the ES&CM dept.
(iii) All cables, RCCB, socket etc required for connection of the AC are to be arranged by the respective vendor.
(iv) Post completion of installation, an inspection will be carried out by the ES Dept for readiness to energise. Same procedure will be followed in case vendor willing to discontinue this facility.
(v) Charges toward electrical bills will be on monthly fixed rate basis @ 700.00 per month per AC irrespective of utilization / restriction of utilization.
(vi) In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will applicable for the said month in which the AC will be disconnected.
(vii) Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

(b) **Usage of Existing AC Machine**

(i) Vendors to apply for inspection of the installed AC by ES Dept. Any observations made by ES&CM dept during the inspection process are to be liquidated by the vendor. Cables, RCCB, socket etc, if required to be replaced, are to be undertaken by the vendor at his own cost.

(ii) Charges toward electrical bills will be on monthly fixed rate basis @ 850.00 per month (for below five stars rating) and ₹ 700.00 per month (for five stars rating) irrespective of utilization / restriction of utilization.

(viii) In case vendor desires to remove AC connection, approval for the same to be obtained from ES Dept. However, full month charges will applicable for the said month in which the AC will be disconnected.

(ix) Any damage to GRSE property occurred due to use of AC to be made good by the vendor. In case vendor fails to carry out the same, defect will be made good under the risk and cost of the vendor.

Annexure-12

ANNEXURE –2

PROFORMA OF UNCONDTAIONALAND IRREVOCABLE INSURANCE SURETY BOND TOR PERORMANCE SECURITY

(ILLUSTRATTVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, GRSE.)

1. . IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERES LIMITED, a Government company within the meaning of the Company Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 ..... (hereinafter referred to as the " the Purchaser " which expression shall , unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order or Messers .....a partnership firm/sole proprietor ship concern a company registered under the Companies Act,2013 which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated.. ..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the purchaser having agreed with the Contractor/Supplier !o accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ...Surety Insurer having office at ..... (hereinafter referred to as 'the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on First demand an amount not exceeding Rs-..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ... the Surety further agree that the Purchaser shall be sole judge whether the said Contractor / Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.

3. We, ... the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as lo the Surety's liability to pay and the amount demanded and the Surety undertake to a the Purchaser the amount so demanded on first demand and without any demur and within .....days from receipt of demand, notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including ;arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.

4. We,..... the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions

relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the pan of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, ... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ... the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:
   (i) Our liability under this Bond shall not exceed Rs.....
   (ii) This Surety Bond shall be valid upto and including.....; and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (validity + 4 weeks from the date of expiry of this Bond).

8. This Bond shall be governed by Indian laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this..... day of .....

For..... Surety

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

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