बिड संख्या/Bid Number: GEM/2026/B/7967616

दिनांक /Dated: 27-08-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-09-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-09-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Defence
विभाग का नाम/Department Name	Department Of Defence Production
संगठन का नाम/Organisation Name	Garden Reach Ship Builders And Engineers Limited (grse)
कार्यालय का नाम/Office Name	**********
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :murthy.venkatesh@grse.co.in Buyer Email id: buycon8.grsbelg.wb@gembuyer.in
कुल मात्रा/Total Quantity	2981
वस्तु श्रेणी /Item Category	BRC regarding Erection of BSB on RATE/MT basis at various locations in India and neighboring Country
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Biennial Rate Contract (BRC) regarding Erection of Bailey Suspension Bridges on rate per MT basis at various locations in India and neighboring Countries.
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Metal Frame
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	200 Lakh (s)
मूल उपकरण निर्माता का औसत टर्नओवर (गत 3 वर्षों का)/OEM Average Turnover (Last 3 Years)	200 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
टर्नओवर पात्रता मानदंड/Turnover eligibility criteria	To be verified by the buyer at the time of technical evaluation

बिड विवरण/Bid Details	
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
विगत प्रदर्शन /Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within **30** days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes

बिड विवरण/Bid Details	
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%)/ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	24

(a).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :
SM (Bailey Bridge)
West Bengal, Department of Defence Production, Garden Reach Ship Builders and Engineers Limited (GRSE), Ministry of Defence
(Hilikeswar Debbarma)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	**********, **********

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.
3. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
5. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on

documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

BRC Regarding Erection Of BSB On RATE/MT Basis At Various Locations In India And Neighboring Country (2981 tonne)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	**********	**********Kolkata	2981	730

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

NOTICE INVITING TENDER (NIT)

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LIMITED GeM TENDER ENQUIRY

Garden Reach Shipbuilders & Engineers Limited, a Navratna CPSE and one of the Premier Defence S hipyard under administrative control of Ministry of Defence, Govt. of India. It is effectively contributing to t he Defence preparedness of the country by building different sophisticated and state-of-the-art warships, i nvites interested, reputed, resourceful and financially solvent developed Contractors to submit **single sta ge two-part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the wor k package as per following bid document.

GeM Bid No.:	**BID NO.GEM/2026/B/7967616 Dated 28 Aug 2026**
Job Title:	Biennial Rate Contract (BRC) regarding Erection of Bailey Suspension Brid ges on rate per MT basis at various locations in India and neighboring Cou ntries.
Location for Execution	At different Project locations in India and neighboring Countries
Tender issuing Dept.:	Bailey Bridge Department, 61 Park

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

(i) M/s Saifi Constructions

Vendor Code-50004718

(ii) M/s Ramaa Engineering

Vendor Code-50004064

Note:

a) Any other response that is not in with Buyer enlisted /developed Vendors mentioned herein shall be summ arily rejected.

b) Difficulty in submitting the bid, any query/difficulty in understanding of SOTR or other technical terms may be clarified from Bailey Bridge Department, 61 Park prior to submission of bid.

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3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer ,is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid.All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM.If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code

on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो।बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024
Address: 61, Garden Reach Road, Kolkata-700 024
Phone: (033)2469-8100 to 8113, Extn: 200
Web site: www.grse.in, E-Mail: debbarma.hilikeswar@grse.co.in
CIN: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

LIMITED GeM TENDER ENQUIRY

Garden Reach Shipbuilders & Engineers Limited, a Navratna CPSE and one of the Premier Defence Shipyard under administrative control of Ministry of Defence, Govt. of India. It is effectively contributing to the Defence preparedness of the country by building different sophisticated and state-of-the-art warships, invites interested, reputed, resourceful and financially solvent developed Contractors to submit **single stage two-part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the work package as per following bid document.

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ARTICLE 1: SCHEDULE OF CALENDAR DATES

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

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
Security Deposit (SD)	5% of individual Work Order Value (exclusive of GST)
PBG	5% of individual Work Order Value (exclusive of GST)
Liquidated Damages	0.5% per week, Max 5% of unexecuted job
Billing Frequency	**Schedule line item wise**
Evaluation of L1	**Schedule line item wise**

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

Annexure - 1	Statement of Technical Requirement (SOTR) **(attached with NIT)**
Annexure - 2	GRSE Standard Terms and Conditions (STAC) **(attached with NIT)**
Annexure - 3	Check List for Bill Submission **(attached with NIT)**
Annexure - 4	Format for Integrity Pact **(attached with NIT)**

ARTICLE 4: DOCUMENTS TO BE UPLOADED

Self-Attested documents are to be scanned and uploaded in GeM Portal		
SL. No.	**DESCRIPTION**	
1.	Acceptance of NIT's terms and condition	Yes
2.	Integrity Pact (refer clause 01 of STAC) **Annexure 4**	Yes
3.	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes

ARTICLE 5: JOB EXECUTION SCHEDULE

(a). **Tenure of Contract:** The rate contract shall be established for a period of **02 (two) Year** from the date of LOA/PO by GRSE and it may be extended for another 01(one) year subject to satisfactory performance

(b). **Mobilisation Period:** Mobilization of resources to be completed within 7 days from the date of LOA/PO/letter issued by GRSE for commencement of the job whichever is later. Purchase Order will be issued Bridge wise.

(c). **Job Starting Date**: Job is to be started as per requirement of GRSE in consultation with In-charge GRSE of 61 Park Unit.

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

(e). **Place of Work & Facilities:** The work has to be carried out by the contractor at different Project locations in India and neighboring Countries as per the scope of work mentioned in the SOTR (Annexure-1).

ARTICLE 6: JOB EXECUTION

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

ARTICLE 7: GUARANTEE & WARRANTY

Workmanship will be guaranteed for satisfactory performance for a period of **24 months** from the date of commissioning/Launching/final inspection clearance of the Job (Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub-contractor to meet the programmer, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the subcontractor).

ARTICLE 8: PRICE

Price quoted will be firm and fixed initially till the tenure of the contract of **two (02) year**. Price is to be quoted with all taxes & duties in Rate per MT in GeM Portal. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

ARTICLE 9: ESCALATION

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

ARTICLE 10: UNREASONABLE QUOTES

(a). In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then punitive action will be taken in line with the provision as per GRSE vendor policy.

(b). However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and If the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.

(c). If the justification is acceptable to GRSE, then the bidder has to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract GRSE shall reserve the right to impose tender holiday for a period as per GRSE Vendor policy.

ARTICLE 11: OFFER VALIDITY

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

ARTICLE 12: CONDITIONAL OFFER

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

ARTICLE 13: DETERMINATION OF L1

L1 bidder will be decided on **line item wise on the tendered quantity (as applicable)** indicated in the GeM **Price Bid** template.

ARTICLE 14: Tentative Quantum of Work

(a). The quantity indicated below is tentative only.

S/N	Particular	Tentative Qty.	Total Qty.	Completion time
(i).	Erection job of Bailey Suspension Bridges (steel /wooden decking)	20 Sets	2981.20 MT	45 days each

(b). The quantity mentioned in the Price Bid is tentative and it may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and Terms & Conditions in 02(two) year and also in the extended period of 01(one) if required subject to satisfactory performance.

ARTICLE 15: OPENING OF BIDS

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

ARTICLE 16: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER

(a). **Establishment of rate**: After opening of price bids and finalization of price with L1 bidder through negotiation (if required), the established rate will be offered to L2 Bidder. If L2 Vendor is interested for the job then the Vendor has to accept the L1 rate for execution of the job.

(b). **Distribution of job**: GRSE at its discretion intends to distribute the total job (**60:40** ratio) between 02 (Two) parallel contractors to meet project timeline of the Customers.

(c). **Additional future requirement**: To cater future requirements other than above mentioned type of Bridges/ tentative quantum within the tenure/extended tenure of contract, GRSE shall reserve the right to load the additional job among 02 (two) parallel established contractors for this tender, the additional quantity shall be increased up to 200% of the original order quantity.

Note:

(a). Individual Purchase Order will be issued Bridge wise based on the Design Weight of the Bridge.

(b). The job will be purely based on GRSE requirement and performance of the vendor. If the performance is not satisfactory, then the job allotted will be withdrawn and will be distributed to other available vendor as per discretion of GRSE. No claim from individual vendors will be accepted.

ARTICLE 17: INSTRUCTION TO THE BIDDERS

1) Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding regarding:

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

3) It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any or, all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted. GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

4) General Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.

5) Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.

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

The communication details of the IEMs are as follows: -

Name	Role	Email	Address
Shri Lov Verma, IAS (Retd.)	Independent External Monitor	lov_56@yahoo.com	B-12, Second Floor, Green Park Extension, Near Uphaar Cinema Green Park, New Delhi - 110016
Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL	Independent External Monitor	debashis9999@gmail.com	B1001, Prateek Wisteria, Sector 77, Noida, Uttar Pradesh – 201301

7) **Integrity Pact**
(a). The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure - 4.
(b). The "Integrity pact on Govt. issued Stamp paper of Rs.100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (Sl.No.-1) in GRSE website/ Annexure - 2 of the tender]

8) Job is to be carried out as per SOTR and instruction of the In-charge GRSE of 61 Park Unit.

9) Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.

10) Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.

11) A Bidder is allowed to submit only one Bid under any capacity / status.

12) Difficulty in submitting the bid prior to submission of offer.
(a). Any query/difficulty in understanding of SOTR or other technical Terms or difficulty in submitting / uploading of e-tender/GeM Tender or for any system may be got clarified from Mr. Hilikeswar Debbarma, Senior Manager (Bailey Bridge), Mobile No.7605055731, e-mail**:** debbarma.hilikeswar@grse.co.in prior to submission of offer.

13) **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.

ARTICLE 18: e-BID INSTRUCTION

(a). To participate in the e–Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GeM portal **https://gem.gov.in**

(b). It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link **http://www.cca.gov.in**

(c). Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in GeM portal **https://gem.gov.in and http://www.grse.in/index.php/tender.html.** They need to go through downloaded documents as per instruction and upload the same during bid submission in GeM Portal. Non-acceptance of any NIT criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

(d). Bidders need to fill up Part-II (Price) bid online GeM Portal by inserting unit price only. No other attachment to the price bid will be reckoned.

(e). The amendments / clarifications to the bid document, if any, will be posted on GeM Portal / GRSE web site only.

(f). It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

(g). **AMENDMENT OF TENDER DOCUMENT**

i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.

ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.

iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

iv. GRSE will follow the guidelines & directives as promulgated by GOI post COVID 19 pandemic outbreak. All the qualified bidders have to quote considering the same accordingly.

ARTICLE 19: BID REJECTION CRITERIA

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

(a). Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in submitted documents which shall not however conflict with validity period.

(b). Incomplete / Incorrect/ misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/Commercial Negotiation Committee (CNC) of GRSE.

(c). Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.

(d). Bid with validity expiry date shorter than that specified in the Tender Enquiry.

(e). Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
(f). Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
(g). Bidder not agreeing for furnishing of the required Security Deposit (SD).
(h). Bidder submitted false/incorrect documents etc.
(i). Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 20: POST AWARD APLLICABLE CLAUSES

i. **Security Deposit:**

(a). Interest free refundable security deposit of **5%** of individual work order value (exclusive of GST) is to be deposited in the manner elaborated at clause 03 of STAC.
(b). The firms' registered with NSIC may be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that Security Deposit will be sought from the vendor if the value of purchase order exceeds than the monetary limit.

ii. **Work Done Certificate (W.D.C.)**

(a). Work done certificate will be issued by the Bailey Bridge Department, 61 Park Unit.
(b). W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated.

iii. **Bill Submission:**

On obtaining WDC, bills are to be raised on bridge wise. Bills are to be submitted considering the Checklist for Bill Submission at **Annexure-3** along with supporting document (Work Done Certificate Copy etc.)

iv. **Payment Terms**:

(a). The **95%** bill amount with full GST will be paid within 30 days of receipt of bill duly certified by Bill Certifying Authority of Bailey Bridge Department, 61 Park Unit & supported with satisfactory Work Done Certificate duly certified for 100% of job done. Amounts recoverable from contractor, if any, is to be adjusted from 95% payment as per certification of Bill Certifying Authority.

(b). Balance **5%** of the bill amount will be released after expiry of guarantee period on certification by Bill Certifying Authority of Bailey Bridge Department, 61 Park Unit or on submission of Performance Bank Guarantee of 5% of the value of Purchase Order valid for a period Guarantee period. For release of this 5% retention money either after guarantee period or on submission of PBG, the PBG release application to be submitted duly certified by of Bailey Bridge Department, 61 Park Unit after expiry of guarantee period.

v. **Liquidated Damages**

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

vi. **Risk Purchase**

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

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

ARTICLE 21: SUBMISSION OF BID

(a). Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part-I, Techno-Commercial offer.

(b). Date of opening of Part-II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.

(c). GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

(d). Acceptance should be uploaded in GeM Portal as marks of acceptance of NIT/ SOTR/STAC. In case of non-receipt of acceptance, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 22: REGULARIZATION THROUGH GEM PORTAL

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

ANNEXURE-1

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

1) Bailey Suspension Bridge Erection Job is to be carried out strictly as per SOTR/ Standard procedure and in case of doubt, instructions of the In-charge of BB Department, 61 Park to be followed, safety process of Erection job to be followed.

2) One Qualified Staff to be deployed at GRSE, 61 Park, BB Office premises to monitor day to day progress of the project in accordance with the targets/ milestones until the 02(two) years contract period or up to extendable period of 01(one) year.

3) Vendor shall receive the Bridge materials from Transporter and ensure its safe storing and handling till completion of the job and handing over to the Customer.

4) Vendor must report at the site to the Customer within 07 days from the date of of handing of the site by written communication from In-charge of Bailey Bridge Department,61 Park failing which LD Clause shall be applicable as per relevant clause. Erection work will commence immediately on urgent basis.

5) All necessary tools tackles, DG sets, Hydra Crane, fork lane etc. are to be arranged by the Vendor **at their cost.**

6) Vendor must ensure adhering to all the statutory norms, rules & regulations during the work including norms regarding their workmen engaged for the job. Vendor has to indemnify GRSE and **Indemnity Bond** has to be submitted before actual execution (it is must, failing which P.O. will be terminated.). Vendor has to indemnify, and keep GRSE indemnified, and hold GRSE harmless, against any claim or claims, loss or damage, actions, costs, charges and expenses whatsoever which may be brought or made against or sustained or incurred by GRSE, (and whether paid by GRSE or not), or which GRSE may become liable as a consequence of non-compliance of statutory norms etc. or omission or inaction on the part of the Erector to follow such statutory norms, etc.

7) Vendor has to ensure to take necessary safety measures for their workmen during work. Vendor has to take worker's compensation policy from any Insurance Company and submit to GRSE within **07** days of placing LOA/PO whichever is earlier (It is must & failing which P.O. will be terminated without giving any notice.) and the same has to remain valid till completion of work or up to stay at site whichever is later. Vendor shall remain solely responsible for the safety and security of their workmen at site during work and has to indemnify, and keep GRSE indemnified, and hold GRSE harmless, against any claim or claims, loss or damage, actions, costs, charges, compensations caused to GRSE, and expenses incurred by GRSE, arising out of safety and security lapses on the part of the Vendor.

8) Arrangement of Safety, stay, light, to & fro movement etc. for erection team is to be arranged by the Erector at their cost.

9) Issuance of required if any for Bridge Launching nose and Erection Gear Components from GRSE for erection of Bailey Suspension Bridge Erection shall be under GRSE's scope.

10) Vendor should have experience in Bailey Suspension Bridge Erection job and should depute technical personnel having similar experience (at least one Engineer at site for supervision of the work).

11) List of Manpower of the Firm for Bridge for erection team is to be submitted after placing of LOA/ Purchase Order before commencement of work.

12) Proper videography along with photographs to done from the start to end date for Erection of Bailey Suspension Bridge and same to be submitted to GRSE after completion of work. Zinc spray galvanising/ OG paint spray to be done on discoloured Components of Bridge after completion of job.

13) **MAINTENANCE PERIOD FOR 01 YEAR**

(a). Vendor shall be responsible for maintenance at their cost as stated above. It includes Site visit, monitoring and supervision (at least **01 time** per year mandatory, more if required) of the bridge and rectification of defects/repairs, if any.

(b). Sufficient documentary evidence (like photographs, reports etc.) have to be submitted along with the bill for this purpose. Maintenance materials will be issued free of cost by GRSE if any.

(c). Vendor can collect the maintenance materials from GRSE BB Store (Transportation will be under Vendor's scope to the concerned site from GRSE).

(d). Register should be maintained for capturing instances of Preventative maintenance.

(e). Bridge Maintenance work to be followed as per GRSE Schedule as applicable.

14) **CONTRACTOR ALL RISK POLICY INSURANCE**

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

(b). The contract shall also take an appropriate **Workman Compensation (WC) Policy** for the entire work-force deployed for erection of project stating the name/place of project and such WC policy should be handed over to Garden Reach Shipbuilders & Engineers Ltd by the Contractor".

ANNEXURE - 2

STANDARD TERMS & CONDITIONS (STAC)

1) INTEGRITY PACT (FOR THE VALUE OF CONTRACT MORE THAN RS.2.0 CR.)

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

ii) "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".

iii) 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.

iv) 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

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

2) MICRO & SMALL ENTERPRISE

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

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

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

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

v. In addition, MSE firms will be entitled to avail the following benefits:
(a). Tender Documents will be issued free of cost.
(b). Earnest Money Deposit will be exempted.

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

3) **SECURITY DEPOSIT (INTEREST FREE)**

(a). Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/ D.D/ Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be 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 S.D is submitted in the form of B.G then same is to be forwarded directly to GRSE Chief General Manager (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

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

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

4) **GST REGISTRATION**

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

5) **GUARANTEE PERIOD**

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

6) **PRICE**

(a). Price bid need to be filled up in online only through GeM Portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled.

(b). L1 bidder will be decided based on quoted rate as mentioned in NIT. GRSE may engage multiple vendors based on requirement/performance by the Vendor. Engagement of multiple vendors against the tender will be as per NIT.

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

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

7) **SUB-CONTRACTING OF SUB-CONTRACTED JOB**

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

8) **EXCESS/WASTE/REJECTED MATERIALS**

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

9) **INDIVIDUALITY OF THE CONTRACT**

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

10) **SECRECY OF INFORMATION**

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

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

11) **FORCE MAJEURE**

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

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

nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

12) **TERMINATION OF CONTRACT**

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

13) **DAMAGE OF MATERIALS / EQUIPMENTS**

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

14) **ARBITRATION**

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

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

vi) Also, in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue

shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

viii) The language of the proceeding shall be in English."

15) **JURISDICTION**

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

i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

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

16) For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.

17) Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

18) All other terms and conditions of this tender as per GRSE's Standard terms and conditions.

19) This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

Hilikeswar Debbarma
Senior Manager (Bailey Bridge)
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Mobile: +91 7605055731

ANNEXURE - 3

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

ANNEXURE - 4

INTEGRITY PACT

This Integrity Pact Agreement is executed this ……..Day of .....2026.

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"
and
M/s..... having registered office address _____
hereinafter referred to as "the Bidder/Principal Contractor"

Preamble

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

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

Section 1- Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder(s) the same information and will not provide to any bidder(s) confidential /additional information through which the bidder(s) could obtain an advantage in relation to the tender process or the contact execution.

c. The Principal will exclude from the process, all known prejudiced persons.

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

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

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

a. The Bidder(s)/ Principal Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Principal Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Principal Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Principal Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Principal Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) / Principal Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Furthers details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Principal Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.

e. The Bidder(s)/Principal Contractor(S) will, when presenting his/its bid, disclose any and all payments he/it has made, is committed to or intends to make to agents, brokers or any other intermediaries or any other person in connection with the award of the contract.

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

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

If the Bidder(s)/Principal Contractor(s) before award or during execution has/have committed a transgression through a violation of Section 2 above or in any

other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidders(s)/ Principal Contractor(s) from the tender process or take action as per the extant procedure of the Principal.

Section 4- Compensation for Damages.

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

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

Section 5- Previous Transgression

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

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

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

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

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

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

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

If the Contractor obtains knowledge of conduct of a Bidder, Contractor or Sub-Principal Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub Contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

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

under this agreement.

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

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

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

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

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

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

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

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

Section 9- Pact Duration:

This pact begins, when both parties have legally signed it. It expires for the Principal

Contractor 18 months after the last payment under the contract, and for all other bidders 6 months after the contract has been awarded.

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

Section 10- Other provisions:

1) This agreement is subject to Indian Law; place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

Place

Date

Place

Date

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)