गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

भारत सरकार का प्रतिष्ठान

(A GOVERNMENT OF INDIA UNDERTAKING)

61, गार्डन रीच रोड, कोलकाता700 024

61, Garden Reach Road, Kolkata-700 024

दूरभाष **Phone: (033) 2469-8100 to 8113** बिस्तार **Extn.:225 ,** फैक्स **FAX: (033) 2469 3932**

वेब **Web site:** www.grse.in

सी आई एन **CIN**: **L35111WB1934GOI007891**

निविदा आमंत्रण सूचना

NOTICE INVITING TENDER (NIT)

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent Service provider 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.

निविदा संख्या NIT No.:	SCC/AJK/OT(W)/REPAIR OF OLD BUILDING/163/ET-3535 Date: 23.09.2026
कार्य का नाम Job Title:	**REPAIR & RETROFITTING OF 4 NOS. OF OLD BUILDING AT DIFFERENT UNIT OF GRSE** to be executed as per SOTR No. [YM/AD/SOTR/RRB/26-27/02]
बिभाग द्वारा जारी Tender issuing Dept.:	संविदा बिभाग Contract Cell (GRSE Main)

अनुछेद-1 **ARTICLE 1**: समायावली की अनुसूची **SCHEDULE OF CALENDAR DATES**:

सारणी **SCHEDULE**		
बोली-पूर्ब बैठक (यदि लागु है) Pre-Bid Meeting (if applicable)	05.10.2026	11.00 AM
निविदा जमा की अंतिम तिथी Tender Due Date	14.10.2026	12.00 PM
निविदा खुलने की तिथी Tender Opening Date (Part I)	16.10.2026	14.00 PM
ऑफर की नियुन्तम वैधता अवधी Offer Validity Period minimum	90 Days from Tender due date	

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

FEES / DEPOSITS	
निविदाप्रपत्र मुल्य (स्टैक के परिछेद 03 मे उदधृत) Tender Fee (refer clause 03 of STAC)	INR 500 (Rupees Five Hundred only)
बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत) Earnest Money Deposit (EMD) (refer clause 04 of STAC)	INR 7,59,000/- (Rupees Seven Lakhs Fifty-Nine Thousand Only)
प्रतिभूति Security Deposit (SD)	5% of Order Value (incl. GST)

पी बी जी PBG	10% of Order Value (incl. GST)
परिनिर्धारित नुकसान Liquidated Damages	½ % per week max. 5 % of unexecuted job
बिल करने की अवधी Billing Frequency	Monthly Running Bill basis (until completion)
एल1 का मूल्यांकन Evaluation of L1	L1 bidder will be decided on Totality

Note: - 1. **Attending Pre-Bid meeting and site visit is mandatory for participation against this tender as per SOTR. Any bid received from any vendor who has not attended pre-bid meeting and/or did not visit the site will not be considered for processing of the tender. For pre-bid meeting, please contact Mr. Debojit Nandi, AM (YM), email: Nandi.Debojit@grse.co.in**

2. Bidders are required to submit EMD amount as Bid Security in the form of DD/ Pay Order against this tender as per the Clause Ref. (2) of STAC, Enclosure-2. 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.

MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD.

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

3. In case of open tender, 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-5.

4. In the case of Consortium, the lead partner should be registered with GRSE to qualify for exemption of EMD.

5. In the case of joint Venture, the entity should be registered with GRSE to qualify for exemption of EMD.

6. The Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS) to be furnished. Non-submission TReDS registration no. by MSME registered firm may lead to offer rejection.

7. Note: Relaxation on prior experience and prior turnover to MSE / Start-up shall not be applicable for this tender.

अनुछेद-3 **ARTICLE 3**: निविदा की संलग्नक प्रपत्र **ANNEXURES FORMS PART OF THIS TENDER**:

ई-निविदा अंतर्गत संलगित परिछेद **ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER**		
संलग्नक-1 **Annexure 1**	Statement of Technical Requirement (SOTR) and Special Terms and Conditions	Yes
संलग्नक-2 **Annexure 2**	GRSE Standard Terms and Conditions (STAC) (please refer **www.grse.nic.in**)	Yes
संलग्नक-3 **Annexure 3**	Format for - Integrity Pact (please refer **www.grse.nic.in**)	Yes
संलग्नक-4 **Annexure 4**	Format for Technical Eligibility Criteria (Attached with NIT)	Yes
संलग्नक-5 **Annexure 5**	Format for Financial Eligibility Criteria (Attached with NIT)	Yes
संलग्नक-6 **Annexure 6**	Format for Self-Certification (Attached with NIT)	Yes
संलग्नक-7 **Annexure 7**	Fire & Safety Guidelines (please refer **www.grse.nic.in**)	Yes
संलग्नक-8 **Annexure 8**	Special condition of contract (please refer **www.grse.nic.in**)	Yes
संलग्नक-9 **Annexure 9**	Contractors Responsibility (please refer **www.grse.nic.in**)	Yes
संलग्नक-10 **Annexure 10**	General Requirement (please refer **www.grse.nic.in**)	Yes
संलग्नक-11 **Annexure 11**	Check List for Bill submission (please refer **www.grse.nic.in**)	Yes
संलग्नक-12 **Annexure 12**	Format for - Bank Guarantee Format for EMD (please refer www.grse.in→ Tender → Enclosures Related to tenders of Sub-Contracting Activities)	Yes
संलग्नक-13 **Annexure 13**	Format for - Bank Guarantee Format for SD (please refer **www.grse.nic.in**)	Yes
संलग्नक-14 **Annexure 14**	Format for - Bank Guarantee Format for PBG (please refer **www.grse.nic.in**)	Yes
संलग्नक-15 **Annexure 15**	Guide line for Bank Guarantee (please refer **www.grse.nic.in**)	Yes

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

ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज Self-Attested documents are to be scanned and uploaded with Part I of e-bid	
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	Technical Acceptance format as available with NIT after being downloaded and filled up
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up
4	Documents meeting the Technical Eligibility Criteria as per format at Annexure-4
5	Documents meeting the Financial Eligibility Criteria as per format at Annexure-5

ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज Self-Attested documents are to be scanned and uploaded with Part I of e-bid	
6	Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility.
7	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC
8	Integrity Pact (refer clause 01 of STAC)
9	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
10	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID
11	Registration Number allotted to MSME's by Trades Receivable e-Discounting System (TReDS)

a. Registered Bidders with GRSE need not upload para 7 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
b. Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO.

अनुछेद-5 **ARTICLE 5:** वास्तविक प्रपत्र जो जमा करने हैं **DOCUMENTS IN PHYSICAL FORM TO SUBMIT**:

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 drafts should be payable at	Kolkata
3	Integrity Pact	Within 03 days from opening of Part I bid

a. Above original Negotiable Instruments as stipulated, to reach to Mr. A. J. Kandir, SM (Contract), Contract Cell, GRSE, 61 Park Unit within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

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

(A) **Mobilization period**: - 15 days from the date of issue of LOI/PO whichever is earlier.
(B) कार्य आरम्भ तिथी **Job Starting Date**: Job must be started on completion of mobilization period on receipt of LOI/ PO whichever is earlier**.**
(C) कार्य समाप्ती तिथी **Job Completion date**: The Period of Completion of the work will be 06 Months from the date of issuing of LOA/PO whichever is earlier.
(D) However, 15 days mobilization time will be provided separately over and above-mentioned months after placement of LOI/ PO whichever is earlier.

अनुछेद-7 ARTICLE 7: **कार्य निष्पादन** JOB EXECUTION:

i. "REPAIR & RETROFITTING OF 4 NOS. OF OLD BUILDING AT DIFFERENT UNIT OF GRSE" has to be carried out strictly as per SOTR No. YM/AD/SOTR/RRB/26-27/02 enclosed herewith as Annexure - I.

ii. In case of any doubt, instructions of the Officer in-charge (YM Dept.) is to be followed.

अनुछेद-8 ARTICLE 8: **गारंटी एवं वारंटी** GURANTEE & WARRANTEE:

The work executed including supplied components thereof are to be guaranteed for satisfactory performance for the period of 12 (Twelve) months from the date mentioned in the Completion Certificate, unless otherwise agreed in writing by the Engineer. This will be deemed as the 'Guarantee Period'/ 'Defect Liability Period'.

अनुछेद-9 ARTICLE 9: **मूल्य** PRICE:

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. GST is to be indicated separately and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

अनुछेद-10 **ARTICLE 10:** मूल्य वृद्धी **ESCALATION**: Not Applicable

अनुछेद-11 ARTICLE 11: **अतर्कसंगत भाव UNREASONABLE QUOTES**:

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 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 the tender will be cancelled. During re-tendering, such bidder with low quote will not be allowed for participation.

iii. 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 of at least 01 year.

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

Offer should be valid for 90 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 90 days against valid reason.

अनुछेद-13 **ARTICLE 13:** सशर्त प्रस्ताव **CONDITIONAL OFFER**:

Conditional offers w.r.t. SOTR will not be accepted. However, in case of bidder wish to deviate on any / some commercial terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder.

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

L1 bidder will be decided on total basic quote.

अनुछेद-15 **ARTICLE 15: बी** ओ क्यु **BOQ**:

The quantity mentioned in BOQ may vary according to actual requirement of job during the period of contract. BOQ with item quantities for construction as part of SOTR are given in the tender is tentative. The quantities set out in the BOQ of the tender shall be treated as estimated quantities of the work and shall not be deemed as actual or correct quantities of the work to be executed by the Contractor.

The Contractor shall execute required quantity for successful completion of project work at the same contractual rates and terms & conditions for any extent of variation in stipulated BOQ quantities.

All bidders shall quote against all the items of BOQs, otherwise, their bid would be considered as Incomplete Bid and shall be liable for rejection.

अनुछेद-1 6ARTICLE 16: निविदा खुलना 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.

अनुछेद-1 7**ARTICLE 17:** सूख्छम एवं छोटे उद्योग **MICRO & SMALL ENTERPRISES**:

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC)

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

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

Not applicable.

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

तकनीकी मापदंड Technical Eligibility Criteria– As per SOTR (Cl. no. 28).

(i) The bidders have to submit the supporting documents meeting the technical eligibility criteria along with the bid. The past experience in similar nature of work should be supported by the PO / LOA and related completion certificate issued by the client's organization. In case the work experience is of Private sector the completion certificate shall be supported by the copies of LOA/PO and corresponding TDS Certificates. Also, the bidders have to submit the full contact details like name, address, telephone numbers, official mail-id of the concern person under whose direct jurisdiction the work was executed to prove that they had carried out such works successfully in any PSU / Corporate house / Reputed Industry.

(ii) Format for Technical Eligibility Criteria has been attached to this document as per format attached at Annexure - 4. The format has to be filled up and to be uploaded with the Techno-commercial Bid.

Note: Non-submission of documents along with Techno-commercial bid as mentioned in above clauses, the offer will not be considered for further tender processing /bidders not having requisite experience as established by their uploaded technical bids, may not be called for TNC.

वाणीजीक मापदंड Financial Eligibility Criteria–

(i) Bidder should have average minimum Annual Turnover of Rs. 1.14 Cr. during last 03 (three) financial years ending on 31.03.2025.

(ii) Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years ending on 31.03.2025 need to be submitted in support of above requirement.

(iii) The bidder should give self-certification (as per Annexure-6) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 31.08.2026. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

Note:

a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

b) 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.

c) In case of non-submission of the self-certification document as per format at Annexure-6, the bidder will be treated as non-responsive and their offer will be rejected.

अनुछेद-20 **ARTICLE 20:** बिडर हेतु अनुदेश **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 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. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.

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

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: -

(i) Shri Lov Verma, IAS (Retd.),
Email: - lov_56@yahoo.com

(ii) Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL
E Mail: - debashis9999@gmail.com

8. **Integrity Pact:**

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. The "Integrity pact on Govt. issued bond 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. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.

10. 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.

11. 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.

12. Contractors are responsible to clean up the area of work w.r.t. all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty as per prevailing norms of GRSE. As a part of National Mission of Swachh Bharat, GRSE has adopted Swachh GRSE and maintaining cleanliness of work area is an essential pre-requisite.

13. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture, etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.

14. A Bidder is allowed to submit only one Bid under any capacity / status. If it is found that any one bidder under any capacity/status has submitted more than one bid, all the bids submitted by him will be rejected.

15. Difficulty in submitting the bid:

Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from Mr. Tanay Saha, DGM (YM) e-mail: Saha.Tanay@grse.co.in (Contact no.7603039445) prior to submission of offer.

For difficulty in submitting / uploading of e-tender or for any system help contact person is Mr. Saraswata Palit, SR MGR (E-PROCUREMENT); e-mail/ Palit.Saraswata@grse.co.in and / or GRSE Service Provider M/s. NIC personnel may be contacted at Land line no: 033 24893902

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

अनुछेद-21 **ARTICLE 21:** ई बिड के अनुदेश **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 E–Procurement portal http://www.grse.in/etender or http://eprocuregrse.co.in

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

c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.

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

e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.

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

g) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.

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

i) **AMENDMENT OF TENDER DOCUMENT**

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

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

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

अनुछेद-22 **ARTICLE 22:** बिड अस्वीकृति के मापदंड **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 the drawings / technical data which shall not however conflict with validity period.

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

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

d) Bid received without qualification documents, where required as per the tender.

e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.

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

g) Bid Security Declaration form not submitted as per format enclosed within time.

h) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

i) Bidder not agreeing for furnishing of the required Security Deposit (SD).

j) Bidder not submitting Integrity Pact as per requirement of the tender.

k) Bidder submitted false/incorrect documents etc.

अनुछेद-23 **ARTICLE 23:** ठेका जारी करने के पश्चात लागू उपधारा **POST AWARD APLLICABLE CLAUSES**:

i. प्रतिभूति जमा **Security Deposit** -

(a) Successful bidder will deposit an amount equivalent to 5% (five percent) of the total contract value (inclusive of GST) as interest free refundable Security Deposit (SD) is to be submitted in the form of Pay Orders/D.Ds/Bank Guarantees/Insurance Surety Bond (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 S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.

(c) Applicable for invoice processing through OBPS.**:** 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 Commercial dept/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 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.

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

The contractor will put up Work done for certification to Engineer along with all inspection report / measurement sheet signed by Quality Assurance Authority/Engineer though OBPS. Work done certificate is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work. Any recovery towards usage of GRSE resources is also to be indicated.

iii. बिल प्रस्तुति **Bill Submission**:

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.

iv. भुगतान की शर्तें **Payment Terms**:

The contractor shall submit the R/A bill in triplicate along with all necessary / required supporting documents, measurement sheet etc.

(a) 90% (Ninety percent) of the value of actual work done will be paid progressively against R/A bill at a frequency of once every month during construction. The amount paid at every month shall be evaluated on the basis of actual completed works done during the previous month, against the BOQ item and unit Rates, certification of quantum and quality of work by Engineer / Engineer's Representative.

(b) Balance 10% (Ten percent) bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by the bill approving authority or be paid against submission of performance Bank guarantee/Insurance Surety Bond.

(c). Payment will be made on actual certification basis through ECS mode.

(d). No advance payment will be made in any circumstances.

v. **निर्णीत हर्जाना 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. **जोखिम खरीद Risk Purchase**:

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. कार्य समापन अवधी निविदा का मूलतत्व Time of completion shall always be considered as essence of the contract / PO and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, application for extension of due time shall be submitted by the Contractor, 1 Month in advance with proper justification duly endorsed by Engineer In-charge / YM dept. of GRSE.

viii. अग्नि एवं संरक्षा सावधानियाँ FIRE & SAFETY PRECAUTIONS:

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.

ix. MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES:

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) 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

अनुछेद-24 **ARTICLE 24:** बिड की पेशी **SUBMISSION OF BID**:

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno- Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance 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.

अनुछेद-25 **ARTICLE 25:** बोली-पूर्ब बैठक **PRE-BID MEETING**:

A pre-bid meeting with post site visit will be held on **05.10.2026** at the YM Dept., GRSE Main Unit, at 11:00 AM to discuss the detail Scope of Work of the Tender/ clarifying the queries of the bidders, if any. Vendors interested to participate in pre-bid meeting should inform Mr. Debojit Nandi, AM (YM), email: Nandi.Debojit@grse.co.in may be contacted, 48 hours before schedule.

Anukaran J. Kandir
SR. MGR. (Contract)
Garden Reach Shipbuilders & Engineers Ltd.
GRSE Ltd., 61 Park Unit,
61, Garden Reach Road, Kolkata-700024

(Cont. no. 9163361808)

Annexure - 2

STANDARD TERMS & CONDITIONS (STAC)
मानक निबंधन और शर्तें (एसटीएसी)

(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) –**

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

a) 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.

b) 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) बयाना जमा (ब्याज रहित) -**

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

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

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

iv. 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 days (as per terms of specific NIT) from the due date of the tender.

(6) **SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):**

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

On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually (as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.

(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 (ठेका 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 (जी 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): - NA

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) : As per term of NIT.** 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.

(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) (as applicable) 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. <u>For Manpower Contract (श्रमशक्ति संविदा हेतु): NA</u>

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) **<u>JOINT VENTURE (संयुक्त ऊधम) :</u>**

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):**

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 अनुरक्षण): -** 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 PRECAUTIONSअग्नि 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)

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 economic 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) : -**

(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 SOTR/NIT Terms.

(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: - NA

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: - NA

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

ANNEXURE - 3

INTEGRITY PACT

Between

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for “Name of the 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 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 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)/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 Bidders(s)/ Contractor(s) will not instigate third persons to commit offences, outline 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 Bidders(s)/ Contractor(s) from the tender process or take action as per the extant procedure of the company.

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 sub-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, Contractors and Sub-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 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 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 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 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 meeting among the parties related to the project provided such 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/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 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) (For & On behalf of the Bidder/Contractor)

Place …….. Place .....

Date …… Date .....

Witness 1
(Name & Address)

Witness 2
(Name & Address)

ANNEXURE - 4

FORMAT FOR EXECUTED RELEVANT JOBS TO JUSTIFY TECHNICAL ELIGIBILITY

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

Details of Executed relevant jobs:

Sl. No	Description of Executed relevant jobs	Order No. & Date *(Supporting soft or, hard copy to be submitted)*	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order	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:

ANNEXURE – 5

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 (Rs. In Lakhs)
1	2024-25	
2	2023-24	
3	2022-23	

(Signature of Authorized Representative)

Date:

Name:

Designation:

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

ANNEXURE – 6

SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/ TENDER HOLIDAY

(To be submitted in Company's Letterhead)

A. Name of the Bidder: Date:

B. Job Description:

C. GeM 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 **31-Aug-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 - 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)

				• The copy of the same should be submitted to concerned Unit HR Department.

MAINTENANCE OF REGISTERS UNDER THE 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 engaged 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 labour 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.

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	(i) 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. (ii) 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. (iii) Hours of Works: The total nos. of hours of work in a week, shall not exceed forty-eight (48).

APPENDIX-A

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
			(iv) Hours of Overtime: The total hours of overtime shall not exceed one hundred forty-four (144) in any quarter of a year. (v) 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. **[Annexure-I]**
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 to him shall 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. EDLI & 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 wage ceiling 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: (a) ESI Establishment Code No. for the firm. (b) ESI Sub-code no. for the firm. (c) 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.

Contd.

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Annexure-I

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