"In pursuit of Excellence and Quality in Shipbuilding"

	निविदा आमंत्रण/ TENDER ENQUIRY (खुली निविदा)/ (OPEN TENDER)	***Garden Reach Shipbuilders & Engineers Limited*** **DIESEL ENGINE PLANT** *(A Govt. of India Undertaking, Ministry of Defence)* *An ISO 9001-2015 Plant* Plant Plaza Road, Dhurwa, Ranchi - 834 004 *Phone: 2446 134/135/137/139/360/806/851* *Fax: + (91) 0651-2446895* *e-mail: singh.dkj@grse.co.in* *CIN - **U35111WB1934GOI007891***

To:	**Department**: Store, DEP, Ranchi. **Purchase Executive**: Mr. Vasant Samir Minj, Mgr (PPS) **Telephone No**: 0651-2401467, 0651-2401580 **e-mail**: minj.vasantsamir@grse.co.in;
Tender No:	**DEP/VSM/OT/BRC/TRANSPORTATION/ET-3540**
Pre-bid Meeting Date & Time:	**15/10/2026, 11.00 AM**
Bid Submission Start Date.:	**16/10/2026, 14.00 PM**
Tender Closing Date & Time:	**28/10/2026, 12.00 PM**
Tender Opening Date & Time:	**30/10/2026, 14.00 PM**

Tender Fee: Not Applicable.
EMD Amount: INR 900000/- (Nine Lakh only).
Validity of Offer Up to: 120 days.
Security Deposit (SDBG): 5 % of Work Order Value (inclusive of GST).
Performance Bank Guarantee (PBG): 5% of ordered value with validity till Guarantee/ Warranty period with one month claim period is to be submitted by the supplier to GRSE along with the dispatch.

Kindly read & refer relevant terms & conditions for further details.

Dear Sir,

SUBJECT: BIENNIAL RATE CONTRACT (BRC) FOR TRANSPORTATION OF ENGINE, DIESEL ALTERNATOR, ACCESSORIES & SPARES BY ROAD /SEA FROM GRSE LTD, (DEP) RANCHI TO VARIOUS DESTINATIONS IN INDIA, AND VICE-VERSA FOR TWO YEAR AND EXTENSION OR REPEAT ORDER WILL BE GIVEN AS PER THE SATISFACTORY SERVICE APPROVED BY MANAGEMENT.

DESTINATION AND TRANSIT TIME FROM GRSE DEP RANCHI:- REFER ANNEXURE- I FOR VARIOUS DESTINATION IN INDIA.

Terms & Conditions as indicated in Part A of this tender and other enclosures / annexures form an integral part of this tender document. We look forward to receive your most competitive and reasonable offer against this Tender.

L1 Criteria: - L1 bidder will be decided on lowest quoted rate basis for each **line items.**.
Note:- Rate Contract will be placed 60% quantity to L-1 and 40% quantity to L-2 vendor at L1 rate.

INSTRUCTIONS TO BIDDER

1. **PREAMBLE**.
   (a) Garden Reach Shipbuilders & Engineers Ltd is India's leading Shipbuilding Company with ISO 9001:2015 accreditation.
   (b) Garden Reach Shipbuilders & Engineers Ltd - Diesel Engine Plant invites e-offers in two bid system i.e. PartI (Techno Commercial Bid) and Part-II (Price Bid) through GRSE e-procurement portal for Biennial Rate Contract (BRC) for transportation of Engine, Diesel Alternator, accessories & spares by Road /Sea from GRSE Ltd, (DEP) Ranchi to various destinations in India, and vice-versa.

2. **DESCRIPTION OF WORK**. Biennial Rate Contract (BRC) for transportation of Engine, Diesel Alternator, accessories & spares by Road /Sea from GRSE Ltd, (DEP) Ranchi to various destinations in India, and vice-versa.

3. **SUBMISSION OF OFFER IN TWO BID:** Offer must be submitted in two parts as follows:-

(a) **Part-I (Techno-Commercial Bid):** Techno-Commercial Bid should only contain the Technical & Commercial offer. No price should be mentioned in this part of the bid else your tender would be rejected out rightly. Following are to be enclosed with the Technical Bid.

Acceptance Matrix, duly filled & signed as per Appendix-A.
Acceptance of Commercial Terms & Conditions, duly filled & signed as per Appendix -B
Acceptance of Technical Bid, duly filed & signed as per Appendix -C.
A blank copy of Price Bid (without mentioning prices) as per Appendix-D.
Bid Security declaration, duly filled & signed as per Enclosure-4.
Bank details for payment by RTGS/ NEFT, duly filled & signed as per Enclosure- 7.
Bidder contact details, duly filled & signed as per Enclosure- 8.
Document pertaining to Land Border Clause, duly filled & signed as per Enclosure- 9.
Integrity Pact, duly filled & signed as per Enclosure - 10

Note:- In any case, prices are not to be mentioned in Part-I bid.

(b) **Part-II (Price Bid):** Price Bid should contain only the price & to be submitted online in Excel template price bid format by inserting unit price only. No other attachment to the price bid will be reckoned. Excel sheet for price bid is marked as Appendix-G. This part will be opened only after acceptance of your Techno-Commercial bids. Price should be fixed & firm till execution of order in full. Price variation clause will not be acceptable.

Note:- In any case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' or supplier has not quoted the price and left the price field blank, then supplier has to supply this/these items free of cost to GRSE.

4. **VALIDITY PERIOD OF OFFER**: Bid/ Offer shall have validity period of **120 days** from the tender closing date.

5. **BID SECURITY DECLARATION:** Bidders has to submit bid Security Declaration as per attached format (**Encl-4**) with stamp and sign.

6. **BID REJECTION CRITERIA**:

(a) **Categorical Rejection Criteria:** The following conditions/deviations are non-negotiable and therefore any bid falling under these conditions/deviations shall be summarily rejected. Bidders to note that they shall not be provided any opportunity to rectify these conditions/deviations post bid opening.

(i) Bids received after tender closing date and time.
(ii) Bid received other than through e-portal.
(iii) Bidders who are debarred under PPPMII order 2017, CPPP Including Tender holiday issued by GRSE.

(b) **Liable Rejection Criteria:**

(i) Bidders not submitting Integrity pact (IP).
(ii) Bidders Submitting Integrity pact with deviation in GRSE-DEP format, subject to approval of deviation.
(iii) The original of the uploaded copy of Integrity pact if not received within specified period.
(iv) Bidder's failure to submit sufficient or complete details, in case of deficiencies noticed for evaluation of the bids.
(v) Incomplete/misleading/ambiguous bids in the considered opinion of TNC/CNC.
(vi) Bids with technical requirements and/or terms not acceptable to GRSE-DEP/ Customers/External agency nominated as applicable.

(vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

(viii) Bidders not agreeing to furnish required Security Deposit / Required Contract Performance Guarantee till completion of the supplies/services as per contract.

(ix) Bidder not agreeing to furnish Performance Bank Guarantee for Equipment supplied or not agreeing for retention of equivalent amount by GRSE-DEP up to the period till completion of contractual & warranty obligations.

(x) Bidders not submitting Bid Security Declaration in the prescribed format.

(xi) Non-submission of Compliance Certificate wrt Land Border Clause as per enclosed format (**Encl-9**).

(xii) Any deviation sought, which is not accepted to GRSE-DEP.

(c) **Breach of Obligation Clause with respect to Bid Submitted:** In case of breach of any obligation mentioned under, the bidder shall be disqualified/ debarred from the bidding process for a period of one year from the date of notification:-

(i) Bidder has withdrawn/modified/amended/impaired / derogated from the tender during the period of bid validity.

(ii) Bidder fails or refuses to execute the contract upon notification of acceptance of Bid by the purchaser during the period of bid validity.

7. **PLACE OF WORK & NATURE OF CONTRACT:** Transportation is to be carried out to/from respective site(s) /destination(s) mentioned in the Technical Bid, as per scope of work. Rate contract will be established for a period of 02 years. On the basis of rate contract so established, subsequent individual LOA/PO will be placed each time for transportation to particular project / site(s) / destination(s), as and when required during the validity of rate contract.

8. **EARNEST MONEY DEPOSIT:**

1. Vendor needs to submit Earnest Money Deposit (interest free) in the form of crossed demand draft / banker's cheque or in the form of Bank Guarantee (in GRSE format) from any scheduled commercial bank other than cooperative bank. EMD amount is Rs. 9,00,000/- (Nine lakh only). In case EMD is submitted in form of Bank Guarantee, it should be valid at least for 150 days from due date / extended due date of the tender. Submission of EMD by Cheque or in any other form shall be treated as offer without EMD and shall not be acceptable.
2. Earnest Money will be refunded to unsuccessful bidders upon claim by the bidder after TNC/CNC.
3. The Demand draft / Pay Order / Bank Guarantee needs to be scanned and attached to the General documents part in **GRSE e-procurement** portal; non – submission of EMD may lead to summarily rejection of offer.
4. EMD should be forwarded in separate envelope (super scribed with tender number and due date) and should be deposited by tender closing date.
5. MSME units/SSI units registered under single point registration with NSIC for the tendered items will be exempted from the earnest money deposit. However, they need to scan and upload the hard copy of EMD exemption document (Copy of valid registration up to specified volumes/Monetary Limit for the offered items) to General documents part in **GRSE e-procurement** portal, GRSE shall not be responsible for any postal delays or non-receipt of EMD by tender due date / time, for any reasons whatsoever.
6. Vendors/bidder are required to follow the guidelines for submission of BG at Annexure.

9. **FORFEITURE OF EMD**: In case of withdrawal at any stage during negotiation prior to award of contract or non-submission of Security Deposit and non-performance of the contract by the Contractor, EMD will be forfeited.

10. **SECURITY DEPOSIT (INTEREST FREE):**

a) Successful bidder will deposit an amount equivalent to 5% of the LOA/PO for particular project / destination (s) / site (s), as interest free Security Deposit in the form of Pay Order/D.D duly crossed favouring GRSE Ltd. payable at Ranchi or Bank Guarantee (as per GRSE format) on any Scheduled Bank other than Co-operative Bank, within 15 days of placement of LOA/PO, whichever is later. Bank Guarantee as per GRSE format towards security deposit will have to be submitted fresh.

b) S.D submitted in the form of B.G should be forwarded directly to DGM (I/C-DEP), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi – 834004, in Banker's sealed envelope

c) SSI units registered under single point registration with NSIC will be exempted from the Security deposit subject to the monitory limit to which they are registered. However, this will be as per Guidelines circulated by D.P.E from time to time.

d) Security Deposit to be kept valid till 3 months from LOA/PO date, whichever is later, including claim period.

e) "Non-submission of Security Deposit within the stipulated time as stated in Cl.9 (a) would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of Security Deposit to be

submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Contractor/Successful Bidder for which no separate notice shall be issued".

11. **MICRO & SMALL ENTERPRISE:**

a) MSME registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

b) To avail this purchase preference, submission of EM-II certificate is mandatory failing which the benefit will not be accorded.

c) If it happens that two or more MSME are within L1 + 15% range, all such MSME will be given an opportunity to accept the L1 price and to share 20% of the order value equally.

d) In case the MSME is owned by SC/ST owners then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non- SC/ST MSME.

e) If more than one MSME owned by SC/ST owners are there in case of a tender, such MSME will share 16% of the total ordered value equally with other non-SC/ST owned MSME in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.

f) To qualify for entitlement as SC/ST owned MSME, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

12. **QUALIFICATION CRITERIA OF THE BIDDER**: Interested Transporters/Agencies who have their office at Kolkata / Ranchi where liaison work/correspondence can centrally made by GRSE Ltd., are to provide proof of transportation of Engine, Diesel Alternator, accessories & spares by Road /Sea with Govt. Organizations/PSUs or other reputed firms along with followings:

i. Registration Certificate of Transport

ii. Transporter's valid Bank approved Certificate

iii. Latest Income tax clearance certificate

iv. Number of available Truck owned: Minimum 3 nos.

v. Valid all India carriage/Road Permit,

vi. Credential in respect of transport of **Engine, Diesel Alternator, accessories & spares by Road /Sea** to the tune of 20 trips per year for the last 2 years in different places of India inclusive of Naval dockyard / Coast Guard dock areas/Sea Ports areas/any govt /reputed shipyard in India.

vii. Experience certificate to be shown for suitable sea route/ Road within Naval dockyard / Coast Guard dock areas/Sea Ports areas/any govt /reputed shipyard in India.

viii. Updated Annual Accounts along with Annual Report Balance Sheet/Financial status for the last three years. (This is applicable in case of the bidders which are not registered with GRSE Ltd.).

ix. GST registration certificate.

NOTE:

a. BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER MUCH IN ADVANCE OF DUE DATE TO AVOID LAST MINUTE TRAFFIC / MISTAKES. GRSE SHALL NOT BE RESPONSIBLE FOR ANY DELAY THEREBY, NO REQUESTS FOR EXTENSION SHALL BE ENTERTAINED FROM LAST-DAY BIDDERS.

b. The offer will be rejected outright, if valid pre-qualifying documents as mentioned above are not enclosed along with technical offers. However permanent registered vendors are not required to submit the pre-qualifying documents.

13. **E-PORTAL AND E-TENDER GUIDANCE**:

a. Instructions to the Bidders to visit **https://eprocuregrse.co.in** and submit the bids online.

b. The Digital Signature Certificate (Class III Certificates with signing key usage) issued by SIFY/TCS/n Code / e-Mudra or any Certifying Authority recognized by CCA India one Token/ Smart Card, should be registered.

c. Any clarifications may be obtained online through the tender site, or through the contact details.

d. Bidder should take into account the corrigendum published before submitting the bids online.

e. 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.

14. **PRE BID MEETING:**

a) Pre-bid Meeting will be held on 8th day from the date of publication of tender. Pre-bid meeting will be held at Manager(Store)'s office, DEP Unit.

b) Prospective Tenderers shall submit their queries, if any in connection with the Tender, in writing by email at the earliest to enable GRSE to clarify the same. The last date of submitting the queries is 2 days prior to the pre-bid meeting.

15. **CONTACT DETAILS FOR QUERIES**: In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

Commercial	Mr. Vasant Samir Minj, Mgr (PPS)	Mobile No. 9264455060	Minj.VasantSamir@grse.co.in

16. We look forward to receive your most competitive and reasonable offer against this tender.

M/s. GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.,
DIESEL ENGINE PLANT, PLANT PLAZA ROAD, DHURWA,
RANCHI – 834004

ENCLOSURES:

Enclosure-1	SOTR
Enclosure-2	Standard Terms & Conditions (STACS)
Enclosure-3	Check list for bill submission/contractors
Enclosure-4	Bid Security Format
Enclosure-5	Security Deposit Bank Guarantee format (SDBG)
Enclosure-6	Performance Bank Guarantee (PBG) format
Enclosure-7	RTGS format
Enclosure-8	Contact Details of the Bidder
Enclosure-9	Land Border Clause Format
Enclosure-10	Integrity pact

Enclosure-1

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

1. GRSE DEP, Ranchi Unit requires **for transportation of Engine, Diesel Alternator, accessories & spares by Road/Sea from GRSE Ltd, (DEP) Ranchi to various destinations in India, and vice-versa** as mentioned in the subject of TE on door collection / delivery basis, to/from sites/destinations mentioned Technical bid.

2. **Contract Period:** The Contract will be made for a period of 2 years (24 months) from the date of rate contract/ Contract/LOA. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE. Subsequent individual LOA (s) /PO (s) will be placed on the vendor (s), based on the L1 rate for a particular project / site(s) / destination (s), during the validity of the contract.

3. **Loading & Unloading:** Loading of trucks/trailers, weight measurement of the volumetric consignment / truck will be done by GRSE in our DEP Ranchi works on free of charge basis and the same at site/outside GRSE will be at transporter's cost. Weighment certificates if needed outside GRSE will be intimated during placement of LOA/PO.

4. **Site /Destination**: Sites/Destinations are mentioned in the Technical Bid/ **destination and transit time**. Site/destination may also vary within 100 km (in plain land & in hilly area) of the site/destination mentioned in Technical Bid, for which no extra charges shall be applicable.

5. **Price variation /escalation clause**:
   Price variation clause: During period of contract, after completion of 1 year, if there is any Rise/Fall in fuel price from base rate by statutory orders, then necessary escalation/ reduction in transportation rates shall be permissible as per following norms:
   i) There will be no escalation/reduction in transportation rate due to rise/fall of diesel price up to 5% of base rate.
   ii) For rise/fall of diesel price beyond 5% of base rate, there will be proportionate escalation/reduction of the quoted transportation rate by 0.3% for every 1% increase / decrease of base rate of diesel.
   Base rate for above shall be considered as that prevailing on the date of BRC/contract.

6. **Freight Charges:** The rate per trip lump sum basis in the price bid should be inclusive of all incidental charges on account of the following:
   i) safe unloading at site / destination.
   ii) Taxes & duties if any (excluding GST) and other charges as applicable
   Weighing of the truck / Trailor before and after unloading at site / destination, only if required for a particular project
   Transhipment not allowed in any case.
   Note: However, loading of truck & weight measurement of the consignment/truck inside DEP Ranchi will be free of charge.

7. **Goods & Service Tax:** GST applicable at the time of dispatch will be paid by GRSE on production of the GST bill with SAC Code by the transporter.

8. Transporters will be fully responsible for safe custody and delivery of consignments. In the event of short delivery/damage of consignments, the Transporter has to issue a Damage/Short Certificate for Insurance claim of loss/damages. Cost of lost/damages of documents (Drawings, manuals etc.), if any, will be compensated in full by the concerned transporter.

9. Dock Permit/ Toll Tax/Ferry of Vessel Charges / Airport of Railway or any Parking/Road Fines or Penalty / Police Fine:- Necessary arrangement for Dock permit (if necessary) including manpower entry at Dock/Airport premises for the vehicle has to be done by the transporter itself. No additional charges or claim to be considered for Dock Permit, Toll Tax Charges, Ferry of Vessel Charges, Airport of Railway or any Parking Charges including Manpower entry, Road Fines or Penalty, Police Fine or any incidental charges towards loading / unloading charges of consignments during transportation of consignment.

10. **Transporter road Survey:** Survey of road for transportation of all Engine, Diesel Alternator, accessories & spares from/to destination must be carried out before Tender/Bid submission. After placement of LOA/PO, any type of price/charges enhancement/claim will not be considered on this account.

11. **Securing of Consignment during transportation:** After loading of Consignment Engine, Diesel Alternator, accessories & spares tack welding (optional) to be done on trailer/truck bed for securing of consignment by transporter. Lashing and Tie-down are used to ensure heavy load to vehicles with tie-down, straps, heavy-duty strapping or tensioned chains. Lashings and Tie-downs use tension to secure consignment in place by transporter only before moving from/to loading point.

12. **Transit Time**: - Different from various destination from the date of placement of Trailor/Truck/Ship for loading.

13. **E-way bill Validity**: - Before expiry of e-way bill transporter has to extend validity period of E-Way bill till consignment reached at Destination.

14. **Export exemption certificate (Sales tax certificate):** In case of Export, vendor/ transporter must collect and submit the following documents prior to submission of their respective bills:
    a) Sales tax exemption certificate issued by the Revenue & Customs office against each consignment.
    b) Export invoice duly acknowledged by the check post authority with official seal for proper authentication indicating clearly the date of receipt and details of the material.
15. **Other conditions:**
    i) The truck shall be full body (7.5MT, 10MT, 12MT), flat floor without over the wheels, Plain/Flat bed trailor min 40 ft length of component size (20-32MT) & Low bed trailior length min 22 ft (As per GRSE requirement).
    ii) Documents in support of registered tonnage capacity of the truck and trailor are to be shown by transporter before loading of the materials.
    iii) Transporters must be conversant with safety rules of road transport. Safety rules cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.
    iv) The transporter will not be allowed to club consignment of any other consignor even if a particular GRSE consignment goes LTL (less than truck load)
    v) It is not necessary that GRSE receives order, from its customer, of material tonnage that is in multiples of 7.5MT, 10MT, 12MT. In such cases, it may happen that the last consignment of a particular order received by GRSE for a particular site may be LTL. In that case, payment will be made only on the actual tonnage loaded / transported.
    vi) For securing of engine and spares transporter will provide Tie belt, tie rod, chain, good condition of sufficient tarpaulin to cover of all consignment. Vehicle will be released after proper securing of consignment.

16. **Transit Period**: Transit time is the period from date of booking to date of arrival of the consignment at Consignee's premises/stores etc. All the consignments are to be delivered to the consignee within stipulated Transit period as given in Technical Bid from the date of lifting of materials from GRSE DEP Ranchi unit. Transit delay will attract imposition of L.D./risk purchase.

17. **Transit Insurance:** Transit Insurance will be arranged by GRSE except transportation of documents. Documents (manual, drawings, and relevant papers) have to be handed over properly by the transporter. Transporters have to bear total cost of loss/damages of the documents, if any which shall be solely decided by GRSE.

18. **Transshipment:** It is not allowed in normal condition. However, if it is at all necessary approval is to be obtained from GRSE stating the reasons thereof before making transshipment.

19. **Placement of trucks:** Trucks are to be placed within 24 hrs. of intimation over phone/in writing from our end. Any delay in placement of trucks may attract LD/Risk Purchase Clause.
20. Transporters shall be capable of placing at least 2 to 3 trucks within 24 hrs. of intimation (E-mail, telephonic/Fax).
21. **Xerox copy of the receipt of consignment note duly acknowledged by the consignee with official seal for proper authentication indicating the date and details of receipt of material is to be forwarded to GRSE immediately after delivery is made.** The time span required in this respect should be 30 days maximum.
22. **Intimation for Movement of Vehicle**: - The position of the movement of the loaded vehicle after collection of material from GRSE, DEP Ranchi is to be intimated to us at intervals of 2 (Two) days, till safe arrival of the goods to the destination.
23. For **transportation of Engine, Diesel Alternator, accessories & spares by Road/Sea from GRSE Ltd, (DEP) Ranchi to various destinations in India, and vice-versa** GRSE, DEP Ranchi will instruct Transporter time to time for transport the material to the required destination.
24. **Damage/Short Certificate**: Transporters will be fully responsible for safe custody and delivery of consignments. In the event of short delivery/damage of consignments, the Transporter has to issue a Damage/Short Certificate for Insurance claim of loss/damages. Cost of lost/damages of documents (Drawings, manuals etc.), if any, will be compensated in full by the concerned transporter.
25. **LR COPY**: - Submit the original LR copy immediately with consignee sign after delivery of the materials to customers.
26. **Special note**:
    a) If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC (Enclosure-2I) of GRSE.
    b) If L-1 transporter are found unsatisfactory or delay in placement as well as delivery of consignment, risk purchase clause will be applicable and loss will be recover from L-1 transporter. GEM incident will also be raise in case of GEM contract.
    c) GRSE's Standard terms & conditions of Purchase will be applicable.
27. **Indemnity Bond**: Successful bidder(s) will have to furnish an Indemnity Bond as per Enclosure -10 within 15 days of receipt of the rate contract, on Rs 110 non-judicial stamp paper.

Enclosure-2

STANDARD TERMS & CONDITIONS

1. **Payment Terms:**
   a) 100% payment for transportation charge will be made by GRSE (after completion of each consignment) within 30 days from the date of submission of the transporter's bill.
   b) Bill supported with receipt copy of our Despatch Advice and Transporter's Consignment Note duly acknowledged by the consignee with official seal for proper authentication indicating clearly the date of receipt and details of the material.
   c) In case of Export, related documents as mentioned in clause of Scope of Work must be submitted prior to submission of the respective bill.
   d) Payment will be made through ECS only after deduction of LD amount/cost of loss or damage etc. if leviable as per contract.

2. **Liquidated damage**: For delay in delivery, L.D (Liquidated Damage) will be imposed, @ 0.5% of transport charges of undelivered portion, per week or part thereof, subject to a maximum of 5% value of LOA/PO.

3. Submission of Bills by the Firm: The vendor shall submit bills complete in all respect as relevant in the checklist enclosed (Enclosure-9). The entire Consignment note, attached with freight bill must clearly indicate the receiving date by the Consignee with their official seal In case bills are submitted with faulty/incomplete enclosure or inappropriate documents: -
   a. A transaction fee of Rs.500/- will be charged on first return.
   b. And said fees will be twice the amount on second return.

4. **METHOD OF QUOTING**: Rate of each trip on lump sum basis to be quoted as per the price bid format for Truck and Trailer separately in price bid format / BOQ. **The quoted rate must include all incidental charges, taxes & duties (if any, other than GST), etc. for the site / destination indicated. GST will be paid extra as RCM.**
   Special note: If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC of GRSE without any notice.

5. **Sub-contracting of Sub-contracted job:** When an order is issued to a vendor/ transporter for execution of a particular job, the vendor/transporter shall not sub-contract the job/ a part of the job without approval from the employer and without intimation of the name and credentials of the said subcontractor.

6. **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.

7. Price:
   a) Price bid need to be filled up in given price bid data sheet only. Price quoted will be firm and fixed for Truck & Trailer separately mentioned in the Price bid format (Appendix-D) for the entire contract period till completion of work awarded during valid contract period / for a period of two years. No other attachment regarding price will be allowed. If so, then offer will be treated as cancelled.
   b) Abnormal and unreasonable quote will be rejected and in case of GEM tender incidence will be raised in GEM against bidder without any intimation.
   c) Destination wise L1 Criteria:- L1 bidder will be decided on lowest quoted rate basis for **destination wise**.
   d) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
   e) The rate per trip on lump sum basis quoted by bidder should be inclusive of all incidental charges and taxes & duties (other than GST), etc. The rate per trip on lump sum basis should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever, except for price variation clause.
   f)Rate contract will be entered with all the vendors who have quoted L1 rate for one / multiple site(s) / destination(s).
   g) In the case of multiple vendors quoting L1 rate for a particular site(s)/destination (s), rate contract will be entered with all such vendors quoting L1 for that/those particular site(s)/destination (s). In that case, transportation order will be awarded on almost equal division of patronage basis.
   h) In order to have the choice of multiple vendors for the same site(s)/destination (s), counter offer of L1 will be given to those vendors who have quoted L2 and L3 for that particular site (s)/destination(s). Accordingly, rate contract will be entered with the L2 and L3vendors who agree to counter offer of L1 for that/those particular site(s) / destination(s). However, preference for transportation order will be given to the vendor who has initially quoted L1.

i) In the event of failure of vendor, who has initially quoted L1, to place trucks as and when required / intimated, job will be offered to other vendor(s) who have agreed to L1 counter offer as above.

8. **Validity of offer**: Offer should remain valid for a period of 120 days from the due date of submission of the tender.

9. **Your offer should come in two parts: -**
Bidder will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet (Appendix-D) only. No other attachment regarding price will be allowed. If so, then offer will be treated as cancelled.
Part-I will be opened on due date. Bidders qualifying in Part-I will only be considered for Part-II i.e. Price bid.

10. **GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason. GRSE also reserves the right to enter into the contract with multiple vendors for the requirement of whole or part job, to meet the delivery schedule.**

11. **No Conditional offer will be accepted.**

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

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

14. Bids received after due date will not be considered.

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

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

17. **Correction of errors**: Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:
a) Where there is a discrepancy between the rate in figures and in words, the rate in words will govern.

18. **Force majeure:**
a.In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.
b.In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

19. **Arbitration:**
a. 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 referred to the Chairman & Managing Director(" CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
b.The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
c. 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.
d.The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
e.In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd. , the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
f. Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
g.The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. 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.
h.The language of the proceeding shall be in English."

20. **Jurisdiction:** Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
1. 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.
2. 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.
3. 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/Outside the compound of GRSE Ltd.
4. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACTLABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
5. The Firm engaged in work are required to have registration under the GST.

21. **Termination of contract**: In the event of non-performance 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.

22. **Integrity pact** :- To be submitted as per GRSE format (Enclosure-5)on non-judicial stamp paper of value Rs.110/-or above and must be submitted along with techno commercial bid. Hard copy (original) must be send to the undersigned through speed/courier prior to tender due date. Offer without integrity pact may be rejected.

23. **Independent External Monitors (IEM**) :
Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

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

24. Unless otherwise mentioned all other terms and conditions will be as per General Conditions of Purchase of GRSE.

Enclosure-3

CHECK LIST FOR BILL SUBMISSION/CONTRACTORS

CONTRACTOR
PARTY CODE
BILL NO
ORDER NO **DATE**

1.	BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO BY THE DESIGNATED PERSON OF THEPRODUCTION/ORDERING DEPARTMENT– SUBMITTED.	
2.	ALL BILL MUST BE SUPPORTED BY CONSIGNMENT NOTE INDICATING THE DATE OF RECIEPT OF THE CONSIGNMENT.	
3.	BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER MUST BE SENT TO FINANCE DEPT. IN BANK'S SEALED ENVELOPE.	
4.	SECURITY DEPOSIT AS PER ORDER SUBMITTED.	
5.	FORM 83/84 FOR WORKS CONTRACT SUBMITTED.	
6.	SERVICE TAX REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.	
7.	ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.	
8.	DEDUCTION/ RECOVERY TO BE MADE [FOR USE OF BILL CERTIFICATION DEPARTMENT]	

NOTE: TRANSACTION FEE OF Rs. 500.00 FOR FIRST RETURN & RS 1000.00 FOR SUBSEQUENT RETURNS OF THE BILLS WITH INAPPROPRIATE DOCUMENTS WILL BE CHARGED.

Enclosure-4

Bid Security Declaration Format
(On Bidders Letterhead)

Tender No: 00000000000000000000000000

Date:

To
Garden Reach Shipbuilders & Engineers Limited
Diesel Engine Plant
Plant Plaza Road
Dhurwa
Ranchi 834 004

I/We the undersigned declare that:-

1. I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

2. I/We accept that I/We may be disqualified/debarred from bidding against Garden Reach Shipbuilders & Engineers Limited tenders for a period of one year from the date of notification if I/We are in a breach of any obligation under the bid conditions, because I/We:-

(a) Have withdrawn/modified/amended, impairs or derogates from the tender, my/our bid during the period of bid validity specified in the form of Bid; or

(b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security within the timeline, in accordance with the instructions to Bidders & as per tender terms & conditions.

3. I/We understand this Bid Securing Declaration shall cease to be valid on the Thirty First day from following:-

(a) if I am/We are not the successful Bidder, the receipt of your notification of the name of the successful Bidder; or

(b) the expiration of the validity of my/our Bid or any extension thereof.

Signed_____ (Signature of person whose name and capacity are shown)

In the capacity of_____(insert legal capacity of person signing the Bid Security Declaration)

Name: _____ (Insert complete name of name of person signing the declaration)

Duly authorized to sign the bid for an on behalf of _____ (Insert the complete name of Bidder)

Dated on _____day of _____2021 (Insert date of signing) Corporate seal (where appropriate)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all Partners to the Joint Ventures that submits the bid)

(Note: in case of a Joint Venture, the Bid Securing Declaration must be in the name of all Partners to the Joint Ventures that submits the bid)

FORM NO. QS/03/0020

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
43/46, GARDEN REACH ROAD
KOLKATA – 700 024.

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT.

Ref : 1. BPE Notification No. BPE/G:032/78/1(4)/Adv(F)/69 dated 24.10.78.
2. F.No.0(7)/B.O.III/75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024(hereinafter called "The Buyer") having agreed to exempt M/s…… (hereinafter called "The Party") from the demand, under the terms and conditions contained in the Tender/ Purchase order no……dated …… (hereinafter called "the said Tender/ Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs…… (Rupees…… ……..only), we …… Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs…….. against any loss or damage caused to or suffered by the Buyer by reason of breach by the said Party of any of the terms or conditions contained in the said Tender.

2. We……Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

3. We……Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender. Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Chairman & Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the…… we shall be discharged from all liability under this Guarantee thereafter.

4. We……Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We……..Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs…… (Rupees…… ……..only) and that this Guarantee shall remain in force until its expiry on the ……(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry, all the rights of the beneficiary under the said Guarantee shall b released and discharged from all liabilities thereof.

For ……Bank Limited.
(seal)
Dated the ……..day of ……..2025

Enclosure-6

FORMAT NO. QS/03/0019

PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made this .....day of .....

BETWEEN……
(hereinafter called " THE BANK ") which expression shall unless excluded by or repugnant to the context , be deemed to include its successors in office and assigns of the ONE Part and GARDEN REACH SHIIPBUILDERS AND ENGINEERS LIMITED, having their Head Office at 43/46, Garden Reach Road, Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part .

WHEREAS Messers ……..having its registered office at ……..(hereinafter called " THE SELLER ") have accepted an Order No. …….. dated…… for supply of ……. from the Buyer to manufacture and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the seller shall furnish to the Buyer a Bank Guarantee comprising ……% of the value of the order amounting to Rs. …….. (Rupees …… ……..) only for the satisfactory performance of the equipment supplied against the said order at least for a period of …… from the date of supply i.e. from ……

AND WHEREAS the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from date of such demand sum or sums not exceeding in the whole of Rs. …….. (Rupees……) only as may become payable to the Buyer by the Seller by virtue of or arising out of the Terms and Conditions of the said Order.

Provided it is hereby expressly stipulated and agreed that if any question as to whether any sum has become payable by the seller to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the seller's business and the liability of the bank under this presents shall not be impaired in any way by any extension of time or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the sellers and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the sellers or by any other dealings between the Buyer and Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only . All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this Indenture shall remain in full force from the date of issue of the Guarantee till……and is limited to a sum of Rs. …… (Rupees……..) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. …… (Rupees……..……) only. Our Guarantee shall remain in force up to…….. and unless a claim or demand in writing is made on the bank within 6 months from the date of expiry of the Bank Guarantee the bank shall be released and discharged from all liabilities thereunder.

Date :……2025

Signature of Bank's Authorised
Signatories with Code No., Name,
Designation and Bank Stamp

Enclosure-7

RTGS/NEFT – MANDATE AUTHORISATION FORM

1. Supplier's / Vendor's Name:

2. Supplier's / Vendor's Name as per Bank Records:

3A. Supplier's Code **3B. Supplier's PAN Number: #**

Quoting PAN No. in all the e-returns has become 100% mandatory w.e.f. 14-02-2008 hence, ensure to fill-up this and also send a photocopy of PAN duly self-attested. If there is any difference between the name given in the supplier's name and name given in the PAN card, then a note to explain the reason for the difference and the correlation between both.

4. Supplier's / Vendor's Complete Postal Address:

Door No.								Street:							PIN						
Location:								District:													
City:								State:													

5. Supplier's / Vendor's E-mail ID:

6. Supplier's / Vendor's Telephone Number & Mobile Phone Number:

M

7. Name of the Bank:

8. Bank (Branch) Postal Address:

9. RTGS*/NEFT - Code of the Branch:**

RTGS:																				
NEFT:																				

RTGS* - "Real Time Gross Settlement", NEFT**- "National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch – "Indian Financial Services Code". For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill-up both the rows, even if it is the same.

10. Nature of the Account: (Tick whichever is applicable & put 'x' mark for the balance two accounts)

Savings Bank Account:		Cash Credit Account:		Current Account:	

11. Bank Account Number of the Supplier: ©

© Fill up from the 1st column. For the balance left out blank columns, please mention 'x' mark.

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed for reasons of incomplete or incorrect information, we would not hold GRSE-DEP responsible.

Date: Supplier's Seal: Authorized Signature of the Supplier:

Certified that the particulars as per Serial Numbers 2, 7 to 11 are correct as per our records.

Date: Bank's Stamp Authorized Signature of the Officer of the Bank.

Enclosure-8

CONTACT DETAILS OF BIDDER

Name of Bidder:	
Address:	
Contact Number:	
email id:	

Details of Authorized Representatives; (Three Levels)

1.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

2.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

3.

Name:	
Designation	
Direct Landline Number:	
Mobile Number:	
Email id:	

Enclosure-9

Land Border Clause

Declaration of Compliance of Order (Public Procurement No.1, 2 & 3) dtd 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

This declaration must form part of all tenders & it contains general information and serves as a declaration form for all bidders. (Before completing this declaration, bidders must study the General Conditions, Definitions, Govt Directives applicable in respect of Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017& prescribed tender conditions).

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

I, the undersigned, …… (*full names*), do hereby declare, in my capacity as …… of M/s .....(*name of bidder entity*), that:

The facts contained herein are within my own personal knowledge.

I have read the Order (Public Procurement No.1, 2 & 3) dated 23 Jul 2020 & 24 Jul 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India and comply to all the provisions of the Order

3) I certify that M/s ..... (*name of bidder entity*) ***is not from such a country or, is from such a country*** *(strike out whichever is not applicable*. I hereby certify that this SUPPLIER fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

4) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s .....(*name of bidder entity*) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of the Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017

AUTHORISED SIGNATURE: _____ **DATE:** _____

Seal / Stamp of Bidder

REF TENDER NO. Dt:

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

1. **IN FORMAT ENCLOSED.**
2. **IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 110/-.**
3. **TO BE EXECUTED BY PERSON WITH APPROPRIATE AUTHORITY.**

INTEGRITY PACT

This Integrity Pact is made on …… day of ……. (month & year) between M/s. Garden Reach Shipbuilders & Engineers Limited (GRSE) having its Registered & Corporate office at GRSE Bhavan, 61, Garden Reach Road, Kolkata, West Bengal – 700024, India, hereinafter referred to as "The Principal"

and

M/s ……., a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at ……., hereinafter referred to as " the Bidder / Contractor"

The Principal intends to award, under laid down organizational procedures, contract for…….. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Capital Bidder(s)/ or Contractors(s).

In order to achieve these goals, the Principal has appointed Independent External Monitors (IEMs) in consultation with Central Vigilance Commission, 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/Buyer, 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/Buyer will during the tender process treat all Bidder(s) with equity and reason. The Principal/Buyer will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The principal will exclude from the process all known prejudiced persons.

(d) The Principal/Buyer undertakes to scrupulously follow the tender containing Standard Terms & Conditions (STAC) and General Terms & Conditions (GT&C) in respect of procurement contracts for goods, services and civil works.

(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 principals, if any. Further, 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.

(f) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(g) In case the Bidder(s) / Contractor(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s) / Contractor(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s) / Contractor(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.

(h) The Bidder(s)/ Contractor(s) shall ensure compliance of the provisions of this Integrity Pact by sub-contractor(s), if any. In this regard, Bidder(s)/ Contractor(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with Principal. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs. 2 Crore and above, the content of IP can be decided by Bidder(s)/ Contractor(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to Principal, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).

(i) The Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the any Court of Law while representing the matters to IEMs and until IEMs delivers their decision in the matter.

Section 3 – Fall Clause:

The bidder undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the Bidder to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Buyer, if the contract has already been concluded.

Section 4 - Previous Transgression

(1) The Bidder(s)/ Contractor(s) declares that no previous transgressions have occurred in the last 3 years from the date of signing of this Integrity Pact 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 Company's procedure.

Section 5 – 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, 3 or 4 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the extant procedure of the company.

Section 6 – Compensation for Damages

(1) If the *Principal* has disqualified the Bidder(s) from the tender process prior to the award according to Section 5, 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 5, or if the Principal is entitled to terminate the contract according to Section 5, 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 7 - 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 violate its provisions.

Section 8 – Criminal charges against violating Bidder(s) / Contractor(s) / Sub-contractor(s)

If the Principal obtains knowledge of conduct of a Bidder(s) / Contractor(s) or Sub-contractor(s), or of an employee or a representative or an associate of a Bidder(s) / Contractor(s) or Sub-contractor(s) 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 9 – Independent External Monitors (IEMs)

(1) The Principal has appointed competent and credible Independent External Monitors (IEMs) for this Integrity Pact in consultation with the Central Vigilance Commission. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

(2) The IEMs are not subject to instructions by the representative of the parties and perform their functions neutrally and independently. IEMs reports to the Chairman and Managing Director (CMD) of the

GRSE.

(3) The Bidder(s) /Contractor(s) accepts that the IEMs have 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 IEMs, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The IEMs are 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 IEMs sufficient information about all meetings 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 IEMs the option to participate in such meetings.

(5) As soon as the IEMs notices, or believes to notice, a violation of this Integrity Pact, they 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 IEMs can in this submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 10 – Integrity Pact Duration

The validity of this Integrity Pact shall be from the date of its signing and extend up to the complete execution of the contract to the satisfaction of both the Buyer and the Bidder/Seller, including warranty period, whichever is later. In case of Bidder is unsuccessful, this Integrity Pact shall expiry after six months from the date of the signing of the contract.

Section 11 – Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered and Corporate Office of the Principal i.e. Kolkata, India

Section 12 – Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Section 13 – Other provisions

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

(2) If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners or consortium/joint venture.

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

The Parties hereby sign this Integrity Pact, is deemed as part of the Contract, at …… on …….. and parties concerned are bound by it provisions.

(For & On behalf of the Principal) **(Office Seal)**	**(For & On behalf of Bidder/ Contractor)** **(Office Seal)**
Date: Place:	Date: Place:
Witness - 1: Name & Address	Witness - 1: Name & Address
Witness - 2: Name & Address	Witness - 2: Name & Address