



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

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

Web site वेब: www.grse.in, E-Mail ई मेल: dey.ashimkumar@grse.co.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

To,
M/s. American Bureau of Shipping

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites offer from M/s. American Bureau of Shipping to submit **single stage two part (Part I- Techno-Commercial & Part II- Price) bid** through NIC portal for the work package as per following bid document:

NIT No निविदा संख्या:	SCC/AKD/ST/OGT/025/ET-3043	Dated: 10/08/2024
Job Title कार्य का नाम:	“SERVICES FOR CLASSIFICATION SURVEY & DRAWING APPROVAL OF OCEAN GOING TUG”	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदाबिभाग), GRSE (61 Park)	

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि	10/08/2024	12:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	15/08/2024	18:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिकबोली भाग-I)	16/08/2024	16:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मूल्य (स्टैंक के परिच्छेद 03 में उद्धृत)	Not Applicable for this Tender
Earnest Money Deposit (EMD) बयाना राशि जमा	Not Applicable for this Tender
Security Deposit (SD) प्रतिभूति	5% of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	0.5 % per week, Max 5% of unexecuted job



Billing Frequency बिल करने की अवधी	Stage wise
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on Totality Basis

Note:- If any vendor other than **M/s. American Bureau of Shipping** participates in this tender, then their offer will be **Rejected** outright.

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलगित परिच्छेद:

ANNEXURES	DOCUMENT DESCRIPTION
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) (attached with NIT)
Annexure 2 संलग्नक-2	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 3 संलग्नक-3	Check List of Statutory Responsibility of Contractor and Principal employer (attached with NIT)
Annexure 4 संलग्नक-4	Check List for Bill submission (attached with NIT)
Annexure 5 संलग्नक-5	Format for Integrity Pact (attached with NIT)
Annexure 6 संलग्नक-6	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 7 संलग्नक-7	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 8 संलग्नक-8	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	Format for - Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

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

Self-Attested documents are to be scanned and uploaded with Part I bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	Valid MSE/NSIC certificate (if any)	Yes
2	Technical Acceptance Format as available with NIT after being downloaded and filled up	Yes
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes



4	PAN /TAN, GST, Labor License Certificate, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.	Yes
5	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
6	Integrity Pact (refer clause 01 of STAC) as per format at Annexure-5	Yes

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

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

PHYSICAL SUBMISSION		
1.	Integrity Pact	Within 03 days from opening of Part I bid

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **Mr. Ashim Kumar Dey, SM(Contract), Contract Cell, GRSE 61 Park Unit, 61, Garden Reach Road, Kolkata-700 024** within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

ARTICLE 6 अनुच्छेद-6: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) Tenure of Contract संविदा कार्यकाल- The vessel's build period is of 24 months from the date of signing of shipbuilding contract. The project period shall be 03 months ahead of delivery of vessel. The contract period may be extended at the same rate, terms & conditions as per requirement of GRSE production schedule. Similarly, the Contract period may be reduced as per GRSE discretion.

(B) Mobilisation Period लामबंदी अवधी- 07 days from the date of placement of LOA/Purchase Order will be given for commencement of work.

(C) Job Starting Date कार्य आरम्भ तिथी - The job is to be commenced immediately after mobilisation subject to availability of site clearance & as per instruction of Engineer In-Charge /nominated Officer of GRSE CDO Dept.

(D) Job Completion date कार्य समाप्ती तिथी- The job is required to be completed within **September 2026**.

(E) Place of Work - GRSE Kolkata based units.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per **SOTR** (SOTR No: **CDO/FD/OGT/CLASS/001 dt. 02.08.2024**) at **Annexure 1**, Drawings, GRSE requirement and in case of doubt, instructions of HOD of CDO dept. / DGM (CDO)/ SM (CDO)/ his nominated representative are to be followed.

ARTICLE 8 अनुच्छेद-8: GUARANTEE& WARRANTY गारंटी एवं वारंटी – Not Applicable.

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य –

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. Price is to be quoted with all inclusive including taxes & duties etc. except GST. GST is to be indicated separately in the space provided in Price Bid and will be paid extra. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

ARTICLE 10 अनुच्छेद - 10: ESCALATION मूल्य वृद्धि: Not Applicable.



ARTICLE 11 अनुच्छेद- 11: UNREASONABLE QUOTES अतर्कसंगत भाव: Not Applicable.

ARTICLE 12 अनुच्छेद -12: OFFER VALIDITY प्रस्ताव की वैधता-

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.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

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

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

Not Applicable as the job will be awarded to **M/s. American Bureau of Shipping** only.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of contract. The Bidder has to execute the required quantity at same Rate, Terms & Conditions. However, the Contractor will be paid based on actual quantity executed as per GRSE certification.

BOQ as per SOTR is given below:

Sl. No.	Description of the Job	UOM	Qty.
1.	CLASS SURVEY, DRG. APPROVAL& CERTIFICATION	LS	1

NB: i) UOM = Unit of Measurement, ii) LS = Lum Sum Details as per SOTR.

ARTICLE 16 अनुच्छेद-16: OPENING OF BIDS निविदा खुलना-

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

ARTICLE 17 अनुच्छेद-17: MICRO& SMALL ENTERPRISES सूछम एवं छोटे उद्योग - Not Applicable.

ARTICLE 18 अनुच्छेद-18: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE

BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण - **Not Applicable** as the job will be awarded to **M/s. American Bureau of Shipping**.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड – Not Applicable.

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

1. Before submitting a bid, **M/s. American Bureau of Shipping** 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 or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractor will assume all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Occupational Health & Safety rules, regulations, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within **07** calendar days from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. **Independent External Monitors (IEM)** आई. ई. एम. : Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

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

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

8. **Integrity Pact** समग्रता अनुबंध: – The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of Integrity Pact is enclosed with tender document (**refer Annexure-5**). The “Integrity pact on Govt.



issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.No.-1) in GRSE website]

9. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /his nominated representative.
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 TNC, 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 of up to 25%. 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.
15. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Ambar, Mgr. (CDO)/ Main Unit, Mobile No. +91 84200 08810, e-mail: Ambar@grse.co.in**
 - b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Ashim Kumar Dey, SM (Contract)/ 61 Park Unit, Mobile No. 75960 23717, e-mail: Dey.Ashimkumar@grse.co.in** prior to submission of offer.
 - c. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM (GRSE E-PROCUREMENT), e-mail/ Palit.Saraswata@grse.co.in** / GRSE Service Provider M/s. NIC personnel may be contacted [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.

ARTICLE 21 अनुच्छेद- 21: e-BID INSTRUCTION ई बिड के अनुदेश –

- a) **M/s. American Bureau of Shipping** can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; 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.
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in



E-Procurement portal <https://eprocuregrse.co.in>; NIT document can also be downloaded from GRSE website <http://www.grse.in/index.php/tender.html>. 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 **M/s. American Bureau of Shipping** 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 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 website 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 the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
 - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document **M/s. American Bureau of Shipping** is advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.
 - iii. To give **M/s. American Bureau of Shipping** reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

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

1. **M/s. American Bureau of Shipping** 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.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the Tender.



5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. **M/s. American Bureau of Shipping** not submitting Original instrument of EMD within 3 GRSE working days from the tender closing date.
8. EMD validity period is shorter than specified in the tender enquiry.
9. **M/s. American Bureau of Shipping** not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. **M/s. American Bureau of Shipping** not agreeing for furnishing of the required Security Deposit (SD).
11. **M/s. American Bureau of Shipping** submitted false/incorrect documents etc.
12. **M/s. American Bureau of Shipping** submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करनेके पश्चात लागू उपधारा -

A. Security Deposit प्रतिभूति जमा -

Interest free refundable security deposit of **5%** of individual work order value (inclusive of GST) is to be deposited in the manner elaborated in GRSE STAC at **Annexure-2**

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

Work done certificate will be issued by respective PL of the ship/nominated Officer from CDO Dept. based on the acceptance/inspection report as applicable. W.D.C. is to include whether work has been completed as per delivery schedule or with delay [in days/weeks specified therein]. Any recovery towards usage of GRSE resources is also to be indicated. WDC will be issued based on the following Stages of job completion:

Stage	Job Description
1	Approval of Main Structural Drawing and Steel Cutting
2	Keel laying
3	Launching
4	Delivery & Final Certification

C. Bill Submission बिल प्रस्तुति:

Bills are to be submitted considering the Checklist for Bill Submission at **Annexure 4** along with supporting document (Work Done certificate etc.) at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. The Name of the person to be mentioned on sealed envelope will be the Bill certifying officer.

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

D. Payment Terms भुगतान की शर्तें:



a. The Stage wise certified bill amount (with full GST) against actual work done will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority supported with certified Work Done Certificate (WDC). Recoverable from contractor, if any, is to be adjusted from the payment as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI, P.F. and other labour oriented mandatory liabilities of the Contractor as applicable. In case the employees engaged by the Contractor are out of the purview of ESI, then they should be covered under Employee Compensation Policy (covering benefits under Employees Compensation Act, 1923)

b. Stages of payment are tabulated below:

Stage	Job Description	Percentage (%)
1	Approval of Main Structural Drawing and Steel Cutting	25%
2	Keel laying	25%
3	Launching	25%
4	Delivery & Final Certification	25%

c. Payment will be made on actual certification basis.

d. **Bill Certifying Authority:** SM/DGM/AGM (Design Lead) for OGT/PL/Nominated Officer of GRSE

E. **Liquidated Damages निर्णीत हर्जाना** - Not Applicable.

F. **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.

G. **Damage of Materials/ Equipment:** - The Subcontractor will ensure that **NO Damage** is caused to the Materials, Equipment's or any other property of GRSE during execution of the work due to negligence and/ or any reason whatsoever by the subcontractor. The cost of damage will be suitably recovered from Subcontractor's Bill.

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

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



I. 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

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.

J. Contractor's Safety Personnel (संविदाकार के बचाव कर्मचारी) (for working inside GRSE): - One fully specialist and certified Safety Personnel has to be posted at the site during progress of work. The responsibility of the safety personnel is to supervise and monitor the site safety obligations of all work places and to comply all laid down Fire & Safety Rules of GRSE. He also ensures all workmen working under the sub-contractor at site are made aware of and comply with all the safety norms.

ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BIDबिड की पेशी –

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.

ARTICLE 25 अनुच्छेद 25: CONTRACT WORKMAN WAGE PAYMENT: -



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

ARTICLE 26 अनुच्छेद 26: STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES – AS PER ANNEXURE-3.

Ashim Kumar Dey
SM (Contract), Contract Cell
Garden Reach Shipbuilders & Engineers Limited
61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024
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1. General Requirements

Ocean Going Tug (OGT) shall be designed and built by GRSE as per the requirements of Bangladesh Navy (BN). This vessel is required to be designed, built and outfitted as per the specifications set forth by BN and as per highest naval and class shipbuilding standards. The vessel should be able to withstand adverse service and weather conditions in tropical waters.

A. Primary: The primary role of the Tug shall be as follows:

- i. To tow at sea, both alongside and astern to assist ships for berthing/cast off and turning through push/pull.
- ii. To conduct rescue/salvage operations at sea.

B. Secondary.

- i. To provide firefighting support at sea to other ships.
- ii. To provide limited pollution control support at sea.

2. Scope of Work

Scope of work shall include design appraisal of all required drawings and documents and survey during construction towards meeting the Class requirement for the appropriate notation as has been described in para 2.1 & 2.2 below. The scope of work shall also include design appraisal and survey as required for issuing Certificates/ statement of compliance as per para 2.3 & 2.4 of this document & as per technical specification of vessel, endorsement of project progress/stage completion certificates as per owner requirement. The scope of work shall consider multiple revisions due to changes proposed by Builder/owner for each drawing/document submitted without any additional cost. Revision drawing/document uploaded incorporating class comment will also need to be endorsed.

The technical specification of the vessel will be shared post contract signing.

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2.1. Class Notation

The vessel shall be constructed under the supervision of the surveyor of classification society and as per the existing class rules and regulations for construction of Tugs. The equivalent class notation of the OGT are as follows,

+A1, Towing Vessel, + AMS, FFV1, +ACCU, +DPS-2, AH, Ⓢ, BP (60T), QR.

The final class notation to be proposed in the technical proposal.

2.2. Classification

The tug shall comply with the rules for Tug design and standard of classification society. In addition to the class requirement for hull, machinery and equipment, classification society's standard shall be implemented in respect of the followings,

- (a) Subdivision and stability
- (b) Tonnage calculations
- (c) Life Saving appliances
- (d) Crew accommodation
- (e) Firefighting system/ equipment/ appliances
- (f) Doors, windows, hatches and openings
- (g) Safety of navigation (Lights and sound signals)
- (h) Noise and Vibration
- (i) Pulling/ towing and pollution control system/ equipment/ appliances
- (j) Deck gears including crane, capstans, windlass, davit, derrick etc.

Due to stringent time line, classification societies have to return the document / drawings of major structure & system with comments/ approved with

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comments/ approved within 07 days of submission & other drawing/document approval within 14 days of submission.

2.3. **Certifications**

In addition to the Certificate of Class as per above requirements, following Certificates/Statement of compliance are also to be provided,

- (a) Class Certificate.
- (b) International tonnage certificate.
- (c) Certificates in favor of fixed internal and external fire-fighting system
- (d) Inspection/test certificate for anchor and chain cables.
- (e) Bollard pull test certificate
- (f) Certificate for pollution control ability.
- (g) Cargo ship safety equipment certificate.
- (h) International loadline certificate.
- (i) FiFi-1 certificate
- (j) Deratisation certificate.
- (k) MARPOL certificate.
- (l) International IOPP certificate.
- (m) Certificate issued for Compass adjustments card.
- (n) Special purpose ship safety certificate.
- (o) IAPP Certificate, including EIAPP certificates for each and every engine.
- (p) ISPP sewage certificate.
- (q) IAFS certificate.
- (r) BWM documentation/ Certificate.

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- (s) IGPP certificate/ statement of compliance
- (t) No asbestos certificate
- (u) Any other certificates required for classification of the Tug.

2.4. **Regulations**

The vessel shall comply with the following regulations for which Certificates/Statement of compliance, as applicable, shall also be provided

- (a) International loadline Convention 1966.
- (b) Radio communication regulation to government regulations.
- (c) GMDSS regulations
- (d) IMO intact and damage stability SPS code 2008.
- (e) International convention of prevention of collisions at sea 1972 including amendment of 1981 and latest amendments.
- (f) International tonnage and measurement convention 1969.
- (g) Safety equipment to comply with government authority & SOLAS 1974 consolidated edition 1988, 1992, 2004 etc. and including latest amendments for this type of tug.
- (h) MARPOL 1973/ 78 including latest amendments for annex I, II, IV & V.
- (i) Noise level guideline as per IMO latest resolution.
- (j) Maritime labour convention 2006.
- (k) Shipboard marine pollution emergency plan (SMPEP/ SOPEP).
- (l) Garbage disposal management plan.
- (m) Cargo securing manual.
- (n) Fire- fighting class I operating manual.
- (o) International safety management manual (ISM).

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- (p) SPS code for special personnel not more than 60.
- (q) Ship security alert system manual.
- (r) International ballast water management convention, BWM.
- (s) Performance standard for protective coating, PSPC.
- (t) Any other IMO resolution, code, convention as applicable.

3. **Inspection, Test, Trial & Commissioning of On-board Equipment**: Class is to ensure that once the vessel is complete, all the machinery and equipment on board shall be commissioned, tested and tried as per approved Test & Trial protocol and Schedule.

4. **Harbor Trials**: Class is to depute representative for witnessing Harbor trials of all major machinery and systems and ensure compliance of trials in accordance with class approved Test & trial procedure for Propulsion system and machinery, auxiliary machineries viz. generators, pumps & other engine room equipment as well as steering system and system checks of other systems in accordance with build specification.

5. **Sea Trials**: Sea Trials shall be carried out in Indian Water on successful completion of Harbor Trials. Class is to depute its representative for witnessing the trials accordingly. The sea trials shall consist of the following:

- a) Maximum Speed Trial
- b) Crash Stop maneuver trial
- c) Economic speed trial
- d) Turning circle test at full power
- e) Endurance
- f) Emergency power distribution system
- g) Sea Keeping ability
- h) Navigational & communication equipment

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- i) Anchor handling equipment test
- j) Pollution Control equipment and system check

6. **Revisions of Drawing/Documents:** The scope of work shall consider multiple revisions due to changes proposed by Builder/Owner for each drawing/document submitted without any additional cost. Revision drawing/document uploaded incorporating class comment will also need to be endorsed.

7. **Job execution schedule**

- (a) Job starting date - The job must be started on receipt of LOA/PO.
- (b) Period of Contract - The vessel's build period is of 24 months from the date of signing of ship building contract. The project period shall be till 3 months ahead of delivery of vessel.
- (c) Job completion date - The job has to be completed as per the vessel's construction schedule. The delivery date for the project will be 30.09.2026.

8. **Certification of Work / WDC & Bill certification authority:** The Class shall submit request for Work Done Certificate (WDC) as per the payment stages. WDC will be issued by the respective PL of the ship. Based on the signed WDC, the bill shall be certified for payment by DGM/AGM/Design Lead for OGT.

9. **Security Deposit:** Firm has to deposit SD as applicable as per GRSE terms & condition.

10. **Guarantee & Warranty** - Not Applicable

11. **Liquidated Damage** – Not Applicable

12. **Location of Construction:** Construction location could be anywhere in Kolkata. Class society to ensure that the quality of construction is maintained for the matters pertaining to Class.

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13. **Build Period:** 24 months from date of Contract Effective Date.

14. **Documents to be Submitted.** Following documents are required to be submitted along with the bid: -

- a. List of drawing/ documents required to be submitted for class approval.
- b. List of equipment requiring mandatory class approval for this project.

15. **Preliminary Particulars:**

LOA	61.00 M
LWL	58.06 M
LBP	54.60 M
Breadth (Moulded)	15.80 M
Depth (Moulded)	06.80 M
Max (Full load) draught	4.80 M
Bollard Pull	Ahead: 75 Tons Astern: 50 Tons
Displacement	3000 T (Approx.)
Endurance	2000 NM @ 8 Knots
Max Speed	13 knots
Material	Hull: Grade A/ AH 36 steel Superstructure: Grade A/ Aluminium
Accommodation	60 personnel
Fuel & FW	494 M ³ FO, 352 M ³ FW (Approx.)
Main Generators	4 x 500 kW
Emergency Generators	2 x 120 kW
Main Engine	2 X 2350 kW, high speed engine
Main Propulsion	CPP with kort nozzle
Auxiliary Propulsion	Bow thruster 2 x 600KW, stern thruster 1 x 600KW (Approx)

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Ambient Condition:

Air temperature	+5°C to + 55°C.
Sea water temperature	+5°C to + 38°C.
Relative humidity	Up to 98%.
Salinity	Up to 34 gm/ltr.
Sea Water Quality	High mud (suspended solids in SW 20,000 ppm) content in sea water in coastal areas.

Design is based on proven design of DNV classed Tug Maridive-208, Owner's Name: Maridive & Oil Service Egypt, Launch Date: 31 Mar 2006.



ANNEXURE- 3“A”

CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR THE CONTRACT LABOUR (R& A), ACT, 1970 AND CENTRAL RULES, 1971

SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
01	Labour License	Form –II	Contractor	Contractors engaging 20 or more contract labours would apply for obtaining labour license (in triplicate) to the ALC (C), Kolkata. A copy of the license should be submitted to concerned Unit HR Department. <i>Note:</i> The Contractor cannot deploy more than the number of workmen mentioned in the license on any day.
02	Renewal of labour license	Form –II	Contractor	The contractor shall apply to the ALC(C), Kolkata for renewal of license at least 30 days prior to its expiry. A copy of the acknowledgement / renewed license should be submitted to concerned Unit HR Department.
03	Notice for commencement / completion of work	Form-VII	Contractor / Principal Employer	The contractor shall submit Form – VII to the Inspector / Labour Enforcement Officer (C), Kolkata within 15 days intimating the actual date of commencement / completion of the work. The receipted copy of Form – VII should be submitted to concerned Unit HR Department.
MAINTENANCE OF REGISTERS				
04	Employee Register	FORM – A	Contractor	Comprising of personal details like name, father's name, DOB, Address etc. of the workmen engaged by the contractor.
05	Wages Payment Register	FORM – B	Contractor	Comprising of current rate of minimum wages, employees PF & ESI contribution and other allowances, if any.
06	Register of Loan / Recoveries / Fines etc.	FORM – C	Contractor	To maintain record of loans, fines and advances given, if any and monthly record of recoveries.
07	Attendance Registers	FORM – D	Contractor	Data of daily attendance of each workmen engaged by the contractor indicating their in and out time.



SL. NO.	NATURE OF STATUTORY REQUIREMENTS	FORM NO.	RESPONSIBILITY	REMARKS
08	Employment Card	Form – XII	Contractor	Every contractor shall issue employment card / appointment letter to their contract workers within 03 days from their date of employment.
09	Service Certificate	Form – VIII	Contractor	To be issued by the contractor upon termination of employment / completion of work etc.
10	Wage-slip	Form – XIX	Contractor	Contractors shall issue wage-slip to their workmen at least 01 day prior to disbursement of wages.
11	Annual Return	Online Submission	Contractor	Every Contractors shall prepare Annual Return for the previous year which is submitted online by the Contractors' in <i>Shram Suvidha</i> Portal to the Registering Officer within 31st Jan of the following year.



**CHECK LIST OF STATUTORY RESPONSIBILITY OF CONTRACTOR
COMPLIANCE OF OTHER STATUES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN**

Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	<p>1. <u>Leave with Wages</u>: Every worker who has worked for a period of 240 days or more is entitled to get leave with wages to be calculated one day for every 20 days of work performed by him.</p> <p>2. <u>Payment of Overtime</u>: Where a worker has worked for more than 09 hours in any day or for more than 48 hours in a week, he shall, in respect of overtime work, be entitled to wages twice the hourly rate.</p> <p>3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty.</p> <p>4. <u>Hours of Overtime</u>: The total hours of overtime shall not exceed fifty in any quarter i.e. during three consecutive months for any worker.</p>
02	Payment of Wages Act, 1936	Contractor	Contractors (employer) engaging less than 1,000 persons have to pay wages before expiry of the 7th day after the last day of wage period.
03	The Minimum Wages Act, 1948	Contractor	Contractors (employer) shall pay minimum wages to every worker as per the Central rates circulated by the Management from time to time.
04	The EPF & MP Act, 1952	Contractor	<p>1. Every contractor shall obtain the following before commencement of work:</p> <p>(a) PF Code No. of the firm.</p> <p>(b) PF UAN i.r.o of the workmen engaged by him.</p> <p>(c) Ensure submission of nominee and dependent details while applying for UAN of workmen.</p>
		Contractor	<p>2. Every contractor shall contribute towards PF @ 12% of the monthly wages of each workman as employer's share and recover 12% of monthly wages from each employee, as employees share and thereafter remit the entire amount to EPFO i.r.o every workman engaged by him. The contribution for the preceding month should be remitted prior to expiry of the 15th day of the following month. Contractors (Employers) are also required to bear the administrative charges as applicable.</p>



Sl. No.	Relevant Statues	Responsibility	Compliances to be ensured as per the Statute
05	The ESI Act, 1948	Contractor	1. Every contractor shall obtain the following: a) ESI Code No. of the firm b) ESI code no. i.r.o of the workmen engaged by him c) Ensure submission of nominee and dependent details while applying for ESI TIC (E-Pehchan Card).
		Contractor	2. Every contractor shall remit ESI contribution (employers' share @ 3.25% and employees' share @ 0.75%) i.r.o every workman engaged by him for the preceding month prior to expiry of the 15th day of the following month.
06	The Payment of Bonus Act 1965 & Rules	Contractor	1. Contractors shall pay annual bonus to their workmen (Contract Labour) drawing wages below and upto Rs. 21,000/- per month. Bonus will be payable minimum @ 8.33% and maximum @ 20% of annual wages.
		Contractor	2. Register in Form - C format {Rule 4(b)} of 'The Payment of Bonus Act, 1965' is to be maintained by the contractor for submission of Annual Return as per the Act.



**RESPONSIBILITIES OF CONTRACTORS OVER AND
ABOVE THE STATUTORY REQUIREMENTS**

- (i) Contractors shall take all necessary steps for disbursement of wages through bank-transfer and issue a payment notice at least 02 days prior to such bank-transfer for information of respective unit HR Dept. as well his workers. (should be incorporated in the contract document in the Payment Terms).
- (ii) All contractors should obtain labour-licenses prior to commencement of work. Principal Employer shall not allow any contractor without license.
- (iii) All outsourced jobs are required to be supervised by a Supervisor duly appointed by the Contractor. The contractor should declare the name and contact number of the supervisor(s) against each P.O before commencement of work and submit the details of the supervisor(s) to the respective unit HR Department. He should keep adequate nos. of supervisors to supervise and co-ordinate the execution of job by contract labours. (The principal employer must check that the name and number of the supervisor which has been provided by the contractor, whether the same person is coming as the said supervisor).
- (iv) The supervisor's name should not be mentioned in the employee register as he is not a contract labour.
- (v) Supervisor of concerned contractor should be present in the work-site where the contract labours of the concerned contractor are supposed to work. To ensure the presence of the supervisor, their attendance may be recorded by the user department on daily basis.
- (vi) Contractor should mention the name of his Supervisor / agent / manager in Form-II which is to be submitted to ALC (C) for obtaining labour license.
- (vii) The supervisor should maintain the attendance register of their contract labours (Form-D) which may be randomly checked by the Officers of the user department. This attendance register will be submitted by the contractors on monthly basis along with the wages-payment registers to the respective unit HR Depts. for obtaining certification of payment of wages to each contractor labour based on their daily / monthly attendances.
- (viii) Contractors must submit details of their firms in the Appendix B1 format prior to commencement of work. They must also submit details of their contract labours in B2 formats for making new gate-passes for the purpose of entry / exit prior to the engagement of such contract labour.



CHECK LIST FOR BILL SUBMISSION - for Service Contracts					
A. GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)					
A.1	BTN (as per BTS System): -				
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)				
A.3	PO Number				
A.4	Name of Vendor				
A.5	Location of work:	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises			
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)		YES	NO	NA	
A.6	PO Number and date verified with Invoice:				
A.7	Vendor Name & Address in Invoice verified with Purchase Order:				
A.8	Vendor Code as in PO verified with Invoice:				
A.9	Original certified WDC enclosed:				
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp				
A.12	HSN/SAC code is as per PO				
A.13	GSTIN No. is as per PO				
A.14	GST % is as per PO				
A.15	Security Deposit (SD) submitted as per PO				
A.16	PBG of equivalent amount submitted, as per PO				
A.17	Compliance of Statutory Liabilities of labour as per PO				
II. Applicable for Final/Balance Bill (Put ✓ Mark)					
A.20	Certified Job Completion Certificate (JCC) enclosed				
A.21	MRS as per PO terms enclosed (If applicable)				
A.22	Guarantee Period (GP) expired as per PO term				
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)				

Signature of Vendor's representative
with Seal/Stamp



For GRSE Use Only				
B.	To be checked and verified by Bill certifying authority (Put ✓ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet (SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put ✓ Mark)			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			

Signature of GRSE Bill Certifying Authority
with Designation



ANNEXURE-5

INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2024.

Between

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

and

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this



regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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



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

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

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

Section 4- Compensation for Damages.

- 1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.
- 2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Principal Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions has occurred for them in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

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

- 1) The Bidder(s)/Principal Contractor(s) undertake(s) to demand from all sub-Principal Contractors a commitment in conformity with this integrity pact, and to submit it to the Principal before contract signing.
- 2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Principal Contractors and Sub-Principal Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.



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

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

Section 8- Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor (Monitor) for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform its functions neutrally and independently. The Monitors report to the Chairman, GRSE.
- 3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Principal Contractor. The Principal Contractor will also grant the Monitor, upon its request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Sub Principal Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Principal Contractor(s) /Sub Principal Contractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the Principal and the Principal Contractor, The parties offer to the Monitor the option to participate in such meetings.
- 5) As soon as the Monitor notices, or believes to notice, a violation of this pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to it by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
- 7) The Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.



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

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

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

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

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

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

(For & On behalf of the Principal)

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

Place.....

Place.....

Date

Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)