

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

61, Garden Reach Road, Kolkata-700 024

61, गार्डन रीच रोड, कोलकाता-700 024

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Web site वेब: www.grse.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites interested, reputed, resourceful and financially solvent Contractors to submit single stage two-part (Part I- Techno-Commercial & Part II- Price) bids through e-tendering mode for the work package as per following bid document:

NIT No निविदा संख्या:	SCC/MB/OT/Manpower/DKMC/046/ET-3108	Dated: 02.12.2024
Job Title कार्य का नाम:	"Deputation of Manpower to provide Technical Services for DKMC Unit at GRSE" to be executed as per SOTR No: DKMC/Tech-Service/001 Rev.0	
Tender issuing Dept. बिभाग द्वारा जारी:	Contract Cell (संविदा बिभाग), 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	16.12.2024	16:00 hrs.
Tender Due Date निविदा जमा की अंतिम तिथि	23.12.2024	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि (तकनीकी- वाणिज्यिक बोली भाग-I)	25.12.2024	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	180 days from date of opening of Tender (Part – I)	

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

FEES / DEPOSITS	
Tender Fee निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	INR 500/-* (Rupees Five hundred Only)
Earnest Money Deposit (EMD) बयाना राशि जमा	INR 3,08,000/-* (Rupees Three Lakhs Eight Thousand only)
Security Deposit (SD) प्रतिभूति	5 % of Work Order Value (inclusive of GST)
Liquidated Damages परिनिर्धारित नुकसान	As per penalty Clause No. 7 of SOTR
Billing Frequency बिल करने की अवधी	Monthly progressive bill basis
Evaluation of L1 एल1 का मूल्यांकन	L1 bidder will be decided on Totality Basis

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

b) MSE/NSIC registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting the EMD and Tender Fee. Non-submission of EMD or a valid MSE/NSIC certificate may lead to offer rejection.

c) As per the present existing guideline of NSIC Authority, there will be no exemption in submission security deposit be allowed against the NSIC registered vendors.

* [The submission of EMD & Tender Fee instrument is MANDATORY for joint-venture or consortium of two or more firms and there shall be no exemption applicable against submission of NSIC/MSE certificates by the firms]

ARTICLE 3 अनुच्छेद-3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नित परिच्छेद: please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click [Enclosure Related to tenders of Sub-Contracting Activities](#)

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) (attached with NIT)
Annexure 3 संलग्नक-3	Format for Technical Eligibility Criteria (attached with NIT)
Annexure 4 संलग्नक-4	Format for Financial Eligibility Criteria (attached with NIT)
Annexure 5 संलग्नक-5	Check List of Statutory Responsibility of Contractor and Principal employer (attached with NIT)
Annexure 6 संलग्नक-6	Check List for Bill submission (attached with NIT)
Annexure 7 संलग्नक-7	Format for Integrity Pact (Not applicable for this Tender)
Annexure 8 संलग्नक-8	Fire & Safety Guidelines (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 9 संलग्नक-9	Special condition of contract (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 10 संलग्नक-10	Contractors Responsibility (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 11 संलग्नक-11	General Requirement (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 12 संलग्नक-12	PF, ESI declaration form (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 13 संलग्नक-13	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)
Annexure 14 संलग्नक-14	Format for - Bank Guarantee Format for SD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)

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Annexure 15 संलग्नक-15	Guide line for Bank Guarantee (please refer www.grse.in →Tender→Enclosures Related to tenders of Sub-Contracting Activities) (BG to be submitted in Rs. 100/- Non-Judicial Stamp paper)
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ARTICLE 4 अनुच्छेद-4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज:

Self-Attested documents are to be scanned and uploaded with Part I of GeM-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		
1	DD/PO or MSE/NSIC Exemption certificate towards Tender fee	Yes
2	DD/PO/BG or MSE/NSIC Exemption certificate towards EMD	Yes
3	Technical Acceptance Format as available with NIT after being downloaded and filled up	Yes
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure-3	Yes
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure-4	Yes
7	Audited/Certified Annual Accounts and Annual Report for immediate last three (03) financial years ending on 31st Mar'2024 in support of Financial Eligibility.	Yes
8	PAN /TAN, GST, Registration Certificate of the Company with ROC, Memorandum and the Article of Association of the firm.	Yes
9	Copies of registration with PF, ESI authorities/ last challans etc.	Yes
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	Yes
11	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.	Yes
12	Integrity Pact (refer clause 01 of STAC) as per format at Annexure-7	No
13	Government E-Market Place (GeM) registration certificate with Unique GeM Seller ID	Yes
14	Confirmation of TReDS registration number (Entity ID) for invoice discounting system in case of MSME Organization	Yes

- a. **In case of non-submission of documents as mentioned above, the bidder may liable to be considered as disqualified.**
- b. **Registered Vendors with GRSE need not upload documents at Sl. No. 8 & 9 above, if valid documents already submitted / available with GRSE Vendor Registration Cell.**

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

PHYSICAL SUBMISSION		
1	Tender Fee Instrument	Within 03 days from opening of Part I bid
2	EMD Instrument	Within 03 days from opening of Part I bid
NOTE:	If instruments submitted through demand draft, the same to be drawn in favour of:	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
	The demand drafts should be payable at	<u>Kolkata</u>
3.	Integrity Pact	Not Applicable for this Tender

Note: Above mentioned original Negotiable Instruments as stipulated, to reach to **GM (CC, HP & IP)**, Contract Cell, Commercial Department, 2nd Floor, 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. (preferably through speed post /courier service).

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

(A) Mobilisation Period लामबंदी अवधि-

Within 07 days' on issue of LOI/ Order will be given for commencement of work. In mobilization period the contractor shall complete the initial mobilization of his all workforce for executing the job. The contractor should also arrange entry passes for his employees as per GRSE's security procedures at DKMC unit as per instruction of AGM (Engg. & DKMC). No excuse for delay in commencing the work on this account will be entertained.

(B) Job Starting Date कार्य आरम्भ तिथी - Job is to be started immediately after mobilization.

(C) Job Completion date कार्य समाप्ती तिथी- The Work to be finished as per requirement of DKMC/Production Dept. of GRSE.

Initially the job be continued for 24 months. The contract period may be extended for a further period of another 12 months in case of project requirement by GRSE.

(D) Record Keeping अभिलेखरक्षण - The contractor has to keep records of all dates for receipt of Materials, Drawings & site availability along with the date of inspection by GRSE DKMC/Production dept. and update the same on regular basis which shall be checked / verified by GRSE on demand.

The contractor is to maintain a Hindrance Register for recording instances of hindrance to work not on account of or attributable to contractor. The maintenance of hindrance register is to be done by contractor and the same is to be countersigned by nominated officer of GRSE. The hindrances recorded would be admissible for waiver in terms of period of hindrance during the computation of LD, if any, and as applicable will be admissible for deduction from the final bill.

(E) Quality Assurance Authority गुणवत्ता आश्वासन प्राधिकारी – GRSE DKMC/production dept.

(F) Place of Work – GRSE Kolkata based units & anywhere in India.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR, GRSE requirement and in case of doubt, instructions of the AGM (Engg. & DKMC)/his authorised representative is to be followed.

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

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य –

Price quoted for 1st and 2nd year period will be firm and fixed till completion of work. Price is to be quoted including all 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: No escalation whatsoever on established rates for 1st and 2nd year period shall be considered under any circumstances. However, in case of extension of contract period for 3rd year, the percentage of price escalation between 1st and 2nd year will be considered for 3rd year period.

ARTICLE 11 अनुच्छेद- 11: UNREASONABLE QUOTES अतर्कसंगत भाव :

i. In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

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

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

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

Offer should be valid for **180 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 180 days against valid reason.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Any conditional offers w.r.t. this tender will not be accepted.

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

L1 bidder will be decided in **Totality basis**.

The determination of L1 bidder on lowest quoted price will be based on the following formula $[(P1 \times n1) + (P2 \times n2) + (P3 \times n3) + (P4 \times n4) + (P5 \times n5) + (P6 \times n6)] \times 312 / 0.9 + [(P7 \times 62 + P8 \times 31) \times 2] / 0.1 + [P9 \times 300]$

Format for rate chart table is given below:

TABLE			
Sl. No.	Description	Rate per Man-Days	No of Heads
1	Rate @ per man-days for Supervisors (Electrical) to work at Kolkata	P1	n1
2	Rate @ per man-days for Supervisors (Mechanical) to work at Kolkata	P2	n2
3	Rate @ per man-days for Electrician to work at Kolkata	P3	n3
4	Rate @ per man-days for Mechanical fitter cum hydraulic expert to work at Kolkata	P4	n4
5	Rate @ per man-days for Gas cutter cum Welder to work at Kolkata	P5	n5

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6	Rate @ per man-days for helper to work at Kolkata	P6	n6
7	Rate @ per man-days for deputation at anywhere in India except Port Blair.	P7	-
8	Rate @ per man-days for deputation at Port Blair.	P8	-
9	Sea trials @ per hour per head basis beyond 08 normal working hours for each day (should $\leq$ (P1)/4)	P9	-

NOTE:

- Man-days (For Sl.No.1 to 5) for attendance will be calculated as per FRS record. Also refer SOTR clause 9(d) & 9(e) in this regard. For the out-station tenure, the attendance will be calculated based on the certifications from respective officer of DKMC. Data for “No of Heads” under the table is to be filled up from the tender document as per actual projected requirement of manpower.
- Man-days (For Sl.No.6 & 7) will be calculated from date of on-ward journey for outstation to date of arrival at Kolkata. Also refer SOTR clause 3(b) in this regard.
- Lum-sum charges for out-station duties to be quoted considering onward & return journey ticket charges, Hotel accommodation, conveyance charges etc. which will be paid in addition to their daily charges for Kolkata. Also refer SOTR clause 3(b) in this regard.
- For sea trials, additional hourly rate beyond 08 normal working hours will be provided in addition to the remuneration for normal man-days (for docking from Kolkata) and also for outstation man-days (for out station sea trials). Also refer SOTR clause 3(c) in this regard. Additional hourly rate will be calculated on everyday basis (i.e.24 hours) after crossing of normal working hours.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू –

Quantity variation: BOQ as part of SOTR given in the tender is tentative. It may increase or, decrease according to actual requirement of job. The contract period may be extended for another 12 months in case of GRSE project requirement.

The tentative quantity for 24 months as per SOTR is detailed below:

Item Sl. No.	Description	Unit	Quantity
1.	Supervisor (Electrical) (High Skilled)		
1.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. Supervisor (Electrical) (High Skilled) x 312 Mandays = 624 Mandays)	MND	624
1.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 Nos. Supervisor (Electrical) (High Skilled) x 312 Mandays = 624 Mandays)	MND	624
2.	Supervisor (Mechanical) (High Skilled)		
2.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. Supervisor (Mechanical) (High Skilled) x 312 Mandays = 624 Mandays)	MND	624
2.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 Nos. Supervisor (Mechanical) (High	MND	624

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	Skilled) x 312 Mandays = 624 Mandays)		
3.	Electrician (Skilled)		
3.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. Electrician (Skilled) x 312 Mandays = 624 Mandays)	MND	624
3.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 Nos. Electrician (Skilled) x 312 Mandays = 624 Mandays)	MND	624
4.	Mechanical Fitter with experience on hydraulic machineries (High Skilled)		
4.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. Mechanical Fitter with experience on hydraulic machineries (High Skilled) x 312 Mandays = 624 Mandays)	MND	624
4.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 Nos. Mechanical Fitter with experience on hydraulic machineries (High Skilled) x 12 Months = 312 Mandays = 624 Mandays)	MND	624
5.	Gas cutter cum Welder (Skilled)		
5.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (01 No. Gas cutter cum Welder (Skilled)x 312 Mandays = 312 Mandays)	MND	312
5.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (01 No. Gas cutter cum Welder (Skilled)x 312 Mandays = 312 Mandays)	MND	312
6.	Helper (Unskilled)		
6.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (04 Nos. Helper (Unskilled)x 312 Mandays = 1248 Mandays)	MND	1248
6.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (04 Nos. Helper (Unskilled)x 312 Mandays = 1248 Mandays)	MND	1248
7.	Outstation Duty in India except Port Blair		
7.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. x 62 Mandays = 124 Mandays)	MND	124
7.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 Nos. x 62 Mandays = 124 Mandays)	MND	124
8.	Outstation Duty at Port Blair		
8.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (02 Nos. x 31 Mandays = 62 Mandays)	MND	62
8.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (02 No. x 31 Mandays = 62 Mandays)	MND	62
9.	Sea Trials except Normal working Hrs.		
9.1	Monthly services for Technical Services for DKMC Unit for 1 st year period (600 Hrs) (Should be ≤ P1/4 & P2/4)	HRS	600

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9.2	Monthly services for Technical Services for DKMC Unit for 2 nd year period (600 Hrs = 600 Hrs) (Should be ≤ P1/4 & P2/4)	HRS	600

Note: - (i) MND- Mandays. (ii) HRS- Hours (iii) Above mentioned quantity is approximate only and may increase/ decrease as per GRSE requirement. (iv) Contractor will be paid based on actual quantity basis his unit rate provided.

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

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

ARTICLE 18 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 for this tender.

In case of requirement / poor performance by engaged vendor, other qualified bidders may also be engaged for execution of job at established rate.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड –

a. Technical Criteria तकनीकी मापदंड –

As per the criteria stated in Scope of Work in Experience and Qualification.

- 03 years' experience ending on 30th November'2024 in providing manpower for STW/FATs/ HATs/ SATs and other trials.
- WCC for technical manpower contract from at least three PSUs/DPSUs.
- Three-year experience ending on 30th November'2024 in providing manpower for quality inspection/ checking.
- Firm should have experience in executing independent contracts with outstation travel to various locations.
- Geographical presence in at least three locations mentioned under outstation travel locations.

b. Financial Eligibility Criteria वित्तीय मापदंड –

Bidder's Average Audited/Certified Annual financial turnover during last 03 financial years ending on 31st March, 2024 should be at least **Rs. 47.0 Lakhs**

[Documents mentioned in above clauses to be submitted with Techno-commercial (Part-I) bid without which submitted offer will not be considered for processing of tender]

The above-mentioned Pre-Qualification criteria will prevail for selection of qualified bidders for this tender.

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

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. General Contractors assume all safety related responsibilities for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 03 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. : (Not Applicable for this tender)**

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: – Not Applicable for this tender**

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-7**). The “Integrity pact” on Govt. issued Stamp paper of Rs.100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (Sl.No.-1) in GRSE website]

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 as per prevailing norms of GRSE. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
13. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
14. A Bidder is allowed to submit only one Bid under any capacity / status.
15. It is a two-part bid hence request not to quote anything pertaining to price in technical bid. In case of submission of indication of price in any form in the techno-commercial bid (other than price bid) then such offer will be considered as rejected.
16. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Arunava Jati, SR. MGR. (DKMC), Mobile No. +91 98832 23090, e-mail: Jati.Arunava@grse.co.in**

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- b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Manna Basak, SM (Contract Cell)/ 61 Park Unit, Mobile No. 76040 63205, e-mail: Basak.Manna@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, DGM (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]

17. **E-mail Address for communication संचार हेतु 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) Bidders 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 Bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the 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**
- ii. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.

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- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers 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 prospective Tenderers reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period 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 Enquiry.
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. Bidders 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. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
10. Bidders not agreeing for furnishing of the required Security Deposit (SD).
11. Bidders who have submitted false/incorrect documents etc.
12. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLLICABLE 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 based on attendance register certified by GRSE AGM (Engg & DKMC) after verified by DKMC/Production department or an officer nominated by him and 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.

C. Bill Submission बिल प्रस्तुति:

On obtaining WDC, bills are to be raised by item wise monthly progressive basis. Bills are to be submitted along with supporting documents (Work Done Certificate copy) at the Bill Receiving Counters located at the respective units 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.

Bill to be submitted as per Bill submission Checklist (format as per GRSE Annexure – 6).

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 100% bill amount with full GST for actual work done will be paid within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority, AGM (Engg & DKMC) of GRSE & supported with satisfactory Work Done Certificate. Amount recoverable from contractor, if any, is to be adjusted from respective Monthly payments as per certification of Bill Certifying Authority. Moreover, release of payment is subject to clearance of ESI / P.F. and other labour related mandatory liabilities of the Contractor. The compliance of ESI / P.F. and other labour related mandatory liabilities of the Contractor will not be applicable for the work which was carried out outside GRSE premises.

b. Payment will be made on actual certification basis through ECS/NEFT mode.

c. **Bill Certifying Authority:** AGM (Engg & DKMC) of GRSE.

E. Penalty (जुर्माना) / Liquidated Damages निर्णीत हर्जाना - Proportionate amount will be deducted from Service Provider's bill for deputing less man power. If more than 1 personal are absent / not appointed for more than two weeks, then Service Provider will be liable to pay penalty (for the number of personnel absent / not appointed beyond 1 personal) for a sum amounting to twice the rates decided for the respective categories of personnel, for the period of their absence calculating from the start day of absent.

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.

K. 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.

L. 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 BID बिड 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-5.

Manna Basak
SM (Contract Cell)
Garden Reach Shipbuilders & Engineers Limited
61 Park Unit, 61, Garden Reach Road, Kolkata - 700 024
Mobile: +91 76040 63205
Mail Id: Basak.Manna@grse.co.in

Annexure 1



**GARDEN REACH SHIPBUILDERS AND
ENGINEERS LIMITED, KOLKATA**

(43/46 Garden Reach Road, Metiabruz, Kolkata -700024)
(ES Department)

**STATEMENT OF TECHNICAL REQUIREMENT
FOR DEPUTATION OF MANPOWER TO
PROVIDE TECHNICAL SERVICES FOR DKMC
UNIT**

SPECIFICATION NO: DKMC / Tech-Service / 001

Revision No.	Revision Note	Approved By
Rev-0	Initial Issue	

Debarshi Ganguly Mgr (Prod-DKMC)	A. Jati Sr. Mgr (Prod-DKMC)	Capt. V.S. Bawa, IN (Retd.) AGM (DKMC)
Prepared By	Checked By	Approved By

SECURITY

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1) **Intent:**

GRSE (DKMC-TU) intends to engage Company / Firm / Agency to provide services of electrical, mechanical & hydraulic works for various DKMC Products / equipment's. The vendor is required to depute their personnel on a daily basis to work for DKMC, TARATALA. Following table be referred for the requirement of personnel along with eligibility criteria: The said Company / Firm / Agency will be responsible to provide quality man powers for as per criterial & scope enumerated below. This Statement of Requirements lays down the nature of services required and the tasks to be carried out by the service provider.

TABLE NO-1			
Sl. No.	Category	Qty.	Criteria / Eligibility / Experience
1	Supervisor (Electrical) (High Skilled)	2	03 years full time Diploma / 04 years full time Degree in Engineering or equivalent with First class or 60% overall marks in the Electrical Engineering having at least 02 years working experience in electrical work at reputed industry is essential. Experience in PSU/Govt firms will be preferred. Good knowledge in MS Office (MS Word, MS Excel, MS Power point) and Auto CAD, SAP or any other drawing related software is desirable.
2	Supervisor (Mechanical) (High Skilled)	2	03 years full time Diploma / 04 years full time Degree in Engineering or equivalent with First class or 60% overall marks in the Mechanical Engineering having at least 02 years working experience in mechanical & hydraulics work at reputed industry is essential. Experience in PSU/Govt firms will be preferred. Good knowledge in MS Office (MS Word, MS Excel, MS Power point) and Auto CAD, SAP or any other drawing related software is desirable.
3	Electrician (Skilled)	2	415V license holder with 03 yrs. experience or ITI / NCVT passed with 05 yrs experience / 15 years' experience on DKMC equipment is essential. Work experience in ship building will be preferred.

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TABLE NO-1			
Sl. No.	Category	Qty.	Criteria / Eligibility / Experience
4	Mechanical Fitter with experience on hydraulic machineries (High Skilled)	2	ITI / NCVT passed with 05 yrs. experience on both hydraulic & machinery is mandatory. Experience in DKMC jobs or Mechanical/hydraulic job in Ship building will be preferred.
5	Gas cutter cum Welder (Skilled)	1	Welding license with 05 yrs. working experience in Gas cutting & welding job is mandatory.
6	Helper (Unskilled)	4	03 yrs. working experience in electrical & mechanical jobs is required.

2) **Scope of Work for engaged personnel & firm:**

- a) **For Supervisors:** Supervisors have to plan & monitor the jobs assigned to them and to get it completed within the scheduled time frame. Monitoring of their team members including providing technical & administrative supports will be under their responsibility. Supervisors should have thorough knowledge about understanding engineering drawings along with symbols, connectorization of panel (for electrical supervisor), Assembling / disassembling of equipment (for mechanical supervisor), Setting to Work (STW), Fault finding & repairing of various DKMC electro-mechanical & electro-hydraulic equipment's (e.g. Anchor Capstan, Mooring Capstan, Boat Davit, RLHTS, Deck Crane etc.). They will be responsible to interact with GRSE officers and team of other yards including naval officers on behalf of GRSE DKMC. Supervisors have to undertake work as per the guidance /Instruction received from GRSE DKMC officers. Speaking & writing in English is essential for the said post. Following listed down responsibilities, which are indicative but not exhaustive are to be shouldered by the deployed supervisors:
- Supervision of the assigned work for timely completion meeting the quality standard. Site checking of work under execution on daily basis as per drawing/sketch including safety and keeping proper records.
 - Monitoring and assigning jobs to their own team members.

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- (iii) Study of engineering drawings and its implementation.
 - (iv) Preparation of sketch & drawing as per requirement/guidance.
 - (v) Quality inspection / checking & ensuring quality of work as per SOTR/BoQ/Standards/QAP.
 - (vi) Coordinating with other Contractors/Other Depts of GRSE as necessary based on the guidance/instruction of GRSE (DKMC) officers & filing of records.
 - (vii) Quantity & Cost Estimation based on various works.
 - (viii) Assisting preparation of technical document.
 - (ix) Progress monitoring and preparation of report.
 - (x) Keeping records/documents/file (in soft & hard) including scan/print documents using MS Office (MS Word, MS Excel, MS Power point).
 - (xi) Any other related work as assigned time to time.
- b) **For Electricians:** Every member of engaged electrician should be capable to read understand all electrical circuit drawings (Power circuit & Control circuit) to undertake electrical connectorization of panel, setting to work (STW), fault finding & repair of Electrical Control panel / systems of various DKMC electro-mechanical & electro hydraulic equipment's (e.g. Anchor Capstan, Mooring Capstan, Boat Davit, RLHTS, Deck Crane etc.). The engaged electrical teams should be capable of making permanent connections of electrical starter-panels, Motors, Junction Boxes etc. Connections have to be made with proper dressing, ferruling, gland packing etc. as per naval standard. Proper sizes of insulation tubes are to be used in each cable cores inside panel during connection. They have to follow the instructions received from their Supervisors / GRSE Team.
- c) **For Mechanical Fitter with experience on hydraulic Machineries:** Every member of engaged under this category should be capable to read / understand mechanical GA drawings, Assembly drawings, Part drawings, piping system drawings, hydraulic circuit drawings & specifications of parts etc. Their expertise is required for assembling / dismantling / fault finding of mechanical / hydraulic / electro-mechanical / electro-hydraulic DKMC equipment's (e.g. Anchor Capstan,

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Mooring Capstan, Boat Davit, RLHTS, Deck Crane etc.).

- d) **For Gas Cutter cum Welder:** Gas cutter cum welder should be capable to undertake both horizontal & vertical electric arc welding and gas cutting.
- e) **For Helpers:** Helpers should be capable to support both mechanical & electrical teams as and when required in addition to support for material handling.
- f) Engaged personnel by firm will be responsible for the assembling of equipment, readiness of FAT, conduct STW, rectification of equipment & panels for HATs of DKMC equipment.

3) **Terms & Condition related to engagement of personnel by firm / agency / service provider.**

- a) Normal work place for the engaged personnel will be GRSE DKMC at Taratala Unit (TU). However, they be required to visit at FOJ, Main, RBD & KPDD units as and when required for the above-mentioned works.
- b) Engaged personnel may also be required to depute at out-stations duties (e.g. MDL, GSL, CSL, HSL, NSRY (Port-Blair) and also various Naval Dockyards in India) upon requirement. For out station duty, onward & return travel tickets preferably by AC-III tier class are to be arranged by vendor on short notice of 48 hrs. In case of non-availability of confirmed AC-III ticket, Tatkal ticket in upper class or Sleeper class are to be arranged by firm or through travel agent. Non-availability of train tickets will not be accepted as a valid reason for non-performing journey. Rate for the out-station duties will be established under the same contract which will only be exercised for the tenure of out station duty of the engaged personnel and will be paid over and above the established normal daily rates.
- c) Firm may also be required to depute their personnel for CST/ Launching of ships at Kolkata or at out-stations. For attending CST, personal insurance, if required by the management of respective areas, are to be arranged by firm within 48 hrs at their own cost. Rate for the CST/Launching duties will be established under the same contract which will only be exercised for the tenure of CST/ Launching duty of the engaged personnel and will be paid over and above the established normal daily rates beyond 08 working hours at CST/ Launching.

- d) Deputed manpower (both electrical and mechanical) by firm/agency must be

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under the payroll of the said firm/agency. GRSE reserves the right to change the number of personnel under the same skilled grade from a particular specialization, within the overall number of personnel deputed by the service provider (e.g.: increase electrical supervisor and decrease mechanical supervisors etc.).

- e) In the event of any such deployed personnel leaving the firm/agency prior to completion of the contract tenure, suitable replacement of equivalent/ similar experience & qualification would have to be provided by the Service Provider (i.e. firm) within 07 working days subject to acceptance by GRSE (DKMC) only if found suitable for the job.
- f) List of probable candidates with updated bio-data mentioning the qualification (educational & computer oriented with copy of certificate & mark sheet) and experience in details along with supporting documents should be provided in advance by the firm/agency in line with requirement projected in TABLE NO-1 before engaging their personnel at GRSE. GRSE DKMC committee will review the CVs of the assigned personnel and thereafter will take personal interview at GRSE. Based on qualification, skillset, experience and understanding of job etc. of the proposed candidate, GRSE will provide clearance for deployment.
- g) If during the course of work, any person is found to be technically not competent / not providing services as per requirement / repeated failures in maintaining GRSE rules etc., the same will be intimated to the firm/agency/service provider. On receipt of the intimation, the Service Provider shall be required to withdraw the person and replace him within one week. The replacement, however would be accepted only if found suitable for the job. In case a person is absent for more than one week, the service provider is to mandatorily replace him with a competent person within the next week, who shall be selected by GRSE from a pool of persons offered by the firm as replacement.
- h) The firm should ensure that the deployed personnel are satisfactorily providing the services for the entire tenure. The firm should also ensure that their deputed personnel should maintain discipline, punctuality and office decorum.
- i) The vendor has to issue employment ID Cards stipulating proper designation during engagement of their personnel at GRSE.
- j) Proper use of office / shop equipment by the engaged personnel has to be ensured by firm. PPE & safety kits are mandatory and to be provided by them firm to their personnel engaged in production work.

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k) Firm has to arrange to & fro transport for their personnel to attend duty at GRSE (DKMC)/site.

l) All tools & instruments, required for the job will have to be arranged by firm even during outstation duties. Transportation of equipment/tools, if any required from their office to site and vice-versa, the same is also to be arranged by firm.

m) All outstation, off-working hours duties will only be with express permission from AGM(Engg & DKMC). Attendance of the personnel will be monitored by deck machinery division and bills are to be reconciled prior putting up.

4) **Scope of GRSE:**

a) All spare parts including consumable materials (e.g. PVC tube, Ferrules, Gland packing compound, sealant, gasket, grease etc.) will be provided by GRSE.

b) Relevant drawings for undertaking the assigned job will be provided by GRSE.

c) Material handling equipment (if required) like forklift, crane, hydra etc. shall be provided by GRSE.

d) Covered space will be allocated to the firm as per the applicability of jobs.

e) Necessary sitting arrangement will be provided either at site/workplace or at the office.

f) Inspection of the job assigned to the firm will be carried out by DKMC team.

5) **Work Done Certificate:**

a) Vendor has to submit filled up Work Done Certificate (WDC) as per the prescribed format of GRSE after completion of each month which shall be certified by GRSE AGM(Engg & DKMC) after verification by DKMC/Production department.

b) After obtaining signed WDC & BTN, bill has to be submitted to DKMC officers of TU for further proceedings.

6) **Mobilization Time:** Mobilization of man-power has to be undertaken by vendor within 07 days of receipt of PO.

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7) **Penalty:** Proportionate amount will be deducted from Service Provider's bill for deputing less man power. If more than 1 personal are **absent** / not appointed for more than two weeks, then Service Provider will be liable to pay penalty (for the number of personnel **absent** / not appointed beyond 1 personal) for a sum amounting to twice the rates decided for the respective categories of personnel, for the period of their absence calculating from the start day of absent.

8) **Sub-contracting:**

The vendor should not sub-contract the job / a part of the job to any other firm / vendor.

9) **Working Hours:**

a) Following table be referred for working schedule at GRSE:

TABLE-2		
Days	Working Day / Holiday	Time
Monday - Friday	Working Day	08:00 AM – 05:06 PM
2 nd , 4 th & 5 th Saturday of month	Working Day	08:00 AM – 01:00 PM
1 ST & 3 RD Saturday of month	Non-duty day	-
Sunday	Non-working day	-
Holidays as per note (a) below	Non-working day	-

b) Other than the table above, the holiday list promulgated every year by GRSE HR dept. will also be considered as holiday.

c) Resting and tiffin hours of the deployed personnel will be as per GRSE norms.

d) Due to service and work exigencies, deputed manpower of firm may be required to work in extended hours beyond normal working schedule. however normally the same shall not exceed more than 8 hours / week. In this scenario, no additional payment will be granted for the above extra hour duty. Due to

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administrative reasons, individuals must have to report within 08:30 hrs every day.

- e) In case of exigency, if the individual has to carry out the work over night, on Sunday and holiday. Suitable compensatory off will be provided for the same.
- f) For any special requirement, work in shift basis may have to be undertaken based on the directive from GRSE (DKMC).

10) **Administrative / Commercial/ Qualifying Requirements:** Firm to comply all the statutory administrative requirements (e.g. HR, Security, Safety, Fire etc.) of GRSE.

a) **HR policy:**

The service provider must ensure compliance of all statutory compliances such as Minimum Wages, Payment of Wages, PF, ESI and other statutory requirements as applicable in respect of the designated category that it would engage. GRSE standard terms & condition under commercial part of the tender are to be strictly followed.

b) **Cyber security policy:**

Firm should ensure that the deployed personnel should comply with data integrity and cyber security policies of GRSE. Data confidentiality has to be strictly maintained by the firm & their deputed personnel.

c) **Gate Pass:**

Security norms shall be strictly followed while entering at GRSE / other dockyards / Naval Dockyard as per the standard of respective authorities. Vendor shall be solely responsible to prepare valid permanent gate entry passes for their deputed personnel to enter at GRSE complying GRSE norms / policy. For entering other shipyards / Naval Dockyard, firm has to arrange the passes. However, necessary support for making passes at out stations will be provided by DKMC team.

d) **Safety:**

Fire & safety norms shall be strictly followed by each deployed personnel while entering at GRSE / other Shipyards / Naval Dockyard as per the standard of respective authorities. Necessary safety gears to work at shop floor / on board as per the rules and regulations of the respective authorities are to be provided by the Service Provider for their personnel. Under no circumstance, safety shall be compromised.

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e) **Essential Requirements for Participating Firms:-**

- (i) 03 years' experience ending on 30th Nov'24 in providing manpower for STW/FATs/ HATs/ SATs and other trials.
- (ii) WCC for technical manpower contract from atleast three PSUs/DPSUs.
- (iii) Three-year experience ending on 30th Nov'24 in providing manpower for quality inspection/ checking.
- (iv) Firm should have experience in executing independent contracts with outstation travel to various locations.
- (v) Geographical presence in atleast three locations mentioned under outstation travel locations.

11) **Points may be considered during preparation of tender:**

- a) Format for rate chart table is given below which may be considered during preparation of tender document:

TABLE			
Sl. No.	Description	Rate per Man-Days	No of Heads
1	Rate @ per man-days for Supervisors (Electrical) to work at Kolkata	P1	n1
2	Rate @ per man-days for Supervisors (Mechanical) to work at Kolkata	P2	n2
3	Rate @ per man-days for Electrician to work at Kolkata	P3	n3
4	Rate @ per man-days for Mechanical fitter cum hydraulic expert to work at Kolkata	P4	n4
5	Rate @ per man-days for Gas cutter cum Welder to work at Kolkata	P5	n5
6	Rate @ per man-days for helper to work at Kolkata	P6	n6
7	Rate @ per man-days for deputation at anywhere in India except Port Blair.	P7	-
8	Rate @ per man-days for deputation at Port Blair.	P8	-
9	Sea trials @ per hour per head basis beyond 08 normal working hours for each day (Should be ≤ P1/4 & P2/4)	P9	-

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NOTE:

- i) Man-days (For Sl.No.1 to 5) for attendance will be calculated as per FRS record. Also refer SOTR clause 9(d) & 9(e) in this regard. For the out station tenure, the attendance will be calculated based on the certifications from respective officer of DKMC. Data for "No of Heads" under the table is to be filled up from the tender document as per actual projected requirement of manpower.
 - ii) Man-days (For Sl. No. 6 & 7) will be calculated from date of on-ward journey for outstation to date of arrival at Kolkata. Also refer SOTR clause 3(b) in this regard.
 - iii) Lum-sum charges for out-station duties to be quoted considering onward & return journey ticket charges, Hotel accommodation, conveyance charges etc. which will be paid in addition to their daily charges for Kolkata. Also refer SOTR clause 3(b) in this regard.
 - iv) For sea trials, additional hourly rate beyond 08 normal working hours will be provided in addition to the remuneration for normal man-days (for docking from Kolkata) and also for outstation man-days (for out station sea trials). Also refer SOTR clause 3(c) in this regard. Additional hourly rate will be calculated on everyday basis (i.e.24 hours) after crossing of normal working hours.
- b) 'L1' bidder will be decided based on the lowest value of following formula

$$\frac{[(P1 \times n1) + (P2 \times n2) + (P3 \times n3) + (P4 \times n4) + (P5 \times n5) + (P6 \times n6)] \times 312 / 0.9}{0.1} + [(P7 \times 62 + P8 \times 31) \times 2] + [P9 \times 300]$$
Vendors have to quote against each individual item as mentioned in NIT.

Note:

- a) Figure (312) in the above formula represents the estimated man-days required per year for providing service within Kolkata.
- b) Figure (62) in the above formula represents the estimated man-days required per year for providing service anywhere in India except Port Blair.
- c) Figure (31) in the above formula represents the estimated man-days required per year for providing service at Port Blair
- d) Figure (2) in the above formula represents the number of personnel need to be deputed for outstation duty per sortie.
- e) Figure (0.9 & 0.1) in the above formula represents the weightage factor in order to determine L1 vendor for providing service at Kolkata & outstation respectively.

STANDARD TERMS & CONDITIONS (STAC)**मानक निबंधन और शर्तें (एसटीएसी)****(1) Integrity Pact समग्रताअनुबंध: (Not Applicable for this tender enquiry)**

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

“The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract”.

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

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

(2) Micro & Small Enterprise (सूक्ष्म और छोटे उद्यम) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid UDYAM Registration Number or Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UDYAM or UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE), quoting price within price band of L1+15 percent shall be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise (MSE) and such MSE shall be allowed to supply up to 25 percent of total tender value.
- iii. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.
- iv. In addition MSE firms will be entitled to avail the following benefits:

- a. Tender Documents will be issued free of cost.
- b. Earnest Money Deposit will be exempted.

(3) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित)

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers' sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART- I concurrence format.
- iv. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits
 - a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
 - b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 01 year from the date of notification EMD will be forfeited.
 - c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

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

EMD may be forfeited under the following circumstances:

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

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

1. Acknowledge the LOA/Order
2. Furnish the required Security Deposit
3. Non-performance of the contract by the Contractor
4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

(4) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D.D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of placement of Purchase Order. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job ~~and certification of Material Reconciliation Statement by Internal Audit, if applicable.~~ Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.

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

- (a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
- (b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

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

(7) GUARANTEE PERIOD(गारंटी अवधि): (Not Applicable for this tender enquiry)

Workmanship will be guaranteed for satisfactory performance for a period **as stated in NIT.** Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's

programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor.

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

(8) PRICE(मूल्य):

- i. Price bid need to be filled up in excel template format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But for break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.
- ii. L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT. *(Not applicable for this single tender enquiry)*
- iii. As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

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

(9) JOINT VENTURE (संघठन):

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

- i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.
- ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution /performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.
- iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a

Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.

- iv) Submission of EMD /SDs /Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.
- v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.
- vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.
- vii) If selected, PO would be issued in favour of the JV.

(10) CONSORTIUM(संघटन):

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

- i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.
- ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.
- iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.
- iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the

part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.

- v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
- vi) If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
- vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
- viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.
- ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.
- x) All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.
- xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government

or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

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

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

- Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.
- However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.
- For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

(12) EXCESS / WASTE / REJECTED MATERIALS(अतिरिक्त / बेकार / अस्वीकृत सामग्री):-

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

- (13) FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ -** The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

(14) COMPULSORY USE OF ISI MARKED PPE BY CONTRACTOR'S 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

NAME OF PPE	STANDARD
Safety Helmet	IS: 2925 / EN 397.
Safety Footwear	IS 15298 / EN ISO 20345
Safety Goggles	ANSI Z87.1 / EN166.

Ear Plug	IS: 9167/ EN 352
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).
NAME OF PPE	STANDARD
Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
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.

(15) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure

compliance of Environment Management System (ISO14001:2015), Occupational Health & Safety (OHSAS 45001:2018) & Energy Management System (ISO 50001:2018) while carrying out their activity in the yard.

(16) ENERGY CONSERVATION (ऊर्जा संरक्षण):-

GRSE will provide power supply at free of cost for execution of job. You should ensure that the power during execution of job shall be used in a very economical way to save energy as per Energy Management System of ISO 50001:2018.

(17) INSURANCE(बीमा) :- In case the sub-contracted job has to be executed at contractor's premises, the Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to following:-

- (i) Fire as per AIFT including EQ, STFI at Contractors premises.
- (ii) Burglary including theft during Storage at Contractors premises.
- (iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
- (iv) Loading & unloading including TP liability at all fabricator's premises.
- (v) Loss due to infidelity of contractors whilst in storage.
- (vi) Spoilage of material by contractors by any accidental reasons whatsoever.

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

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor. **(Not Applicable for this tender)**

(18) SITE-INCHARGE / LOG BOOK / HINDRANCE & OTHER RECORDS (कार्यस्थल प्रभारी /कार्य-पंजी एवं अन्य लिखित प्रमाण) :

- i. One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- ii. Attendance Register, Wage Register. Work completion certification by user etc are to be maintained daily for the particular job on board and to be shown as and when required.
- iii. Details of technical personnel deployed for the job.
- iv. Monthly progress report.
- v. Log book for re-work/ modification.
- vi. Details of materials brought by vendor along with copies of challan.
- vii. Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidity damages.

(19) WORKING HOURS (कार्य करने की अवधि):

The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same as per NIT Terms.

(20) INDIVIDUALITY OF THE CONTRACT (ठेका की वैयक्तिकता):

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

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

(22) SECRECY OF INFORMATION (सूचनाओं की गोपनियता):-

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

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

(23) REGISTRATION OF NEW VENDOR (स्वीकृत बिक्रेता का पंजीकरण):

The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has

to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.

(24) CONTRACT WORKMAN WAGE PAYMENT (ठेका श्रमिकों की मजदूरी): -

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

(25) In case of Limited tender any bidder is 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 will be liable for de-registration. (Not applicable for this Open tender enquiry)

(26) INSPECTION (निरीक्षण):-

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(27) FORCE MAJEURE (फोर्स मेज़योर):

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

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

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

(29)DAMAGE OF MATERIALS / EQUIPMENTS (समान / उपकरण की छति): The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from contractor's bills.

(30)OFFICE & STORAGE SPACE (कार्यालय & भंडारण): The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.

(31)ARBITRATION (मध्यस्थता):-

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with

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

- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- viii) The language of the proceeding shall be in "English."

(32) JURISDICTION (न्यायअधिकार क्षेत्र):

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

- i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
 - ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
 - iii) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
 - iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
1. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
 2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

ANNEXURE-3**FORMAT FOR TECHNICAL ELIGIBILITY**1. **Name of the Bidder:**2. **Job Description:**3. **Tender Reference:**(A) **Details of Executed relevant jobs:**

Sl. No.	Description of Executed relevant jobs	Order No., Date & Value (in INR) (Supporting soft or, hard copy to be submitted)	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Scope of work for executed contract (To quantify)	Details of Resources/ Machinery Deployed	Work completion certificate Ref. No. & date (Supporting soft or, hard copy to be submitted)

(Signature of Authorized Representative with official seal)**Date:****Name:****Designation:****Note: Please add additional pages if required.**

ANNEXURE-4

FORMAT FOR FINANCIAL ELIGIBILITY
(To be submitted in Company's Letterhead)

Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs.)
1	2023-24	
2	2022-23	
3	2021-22	

(Signature of Authorized Representative with official seal)

Date:

Name:

Designation:

ANNEXURE-5 "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 STATUTES FOR ENGAGEMENT OF CONTRACTORS' WORKMEN

Sl. No.	Relevant Statutes	Responsibility	Compliances to be ensured as per the Statute
01	The Factories Act, 1948 & West Bengal Factories Rules, 1958	Contractor	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. 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. 3. <u>Hours of Work</u>: The total nos. of hours of work in a week, including overtime, shall not exceed sixty. 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.
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	1. Every contractor shall obtain the following before commencement of work: (a) PF Code No. of the firm. (b) PF UAN i.r.o of the workmen engaged by him. (c) Ensure submission of nominee and dependent details while applying for UAN of workmen.
		Contractor	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.

Sl. No.	Relevant Statutes	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.

Annexure- 5 “B”**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.

<u>CHECK LIST FOR BILL SUBMISSION - for Service Contracts</u>				
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

INTEGRITY PACT
(Not Applicable for this Tender)

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

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

Section 2- Commitments of the Bidder(s)/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)
(Name, designation, official seal)

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

Place

Place.....

Date

Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)