



Garden Reach Shipbuilders & Engineers Ltd.

(A Govt. of India Undertaking)

BAILEY BRIDGE DEPARTMENT

61, GARDEN REACH ROAD, KOLKATA-700 024

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CIN: U35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors and subcontractors 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: BB/OT/SKS/BRC/TRANSPORTATION /25-27/0001/ET-3245

DTD. 08.07.2025

Job Title: **"Biennial rate contract (BRC) for Transportation of Portable Steel Bridge materials by Road from GRSE 61Park unit, Kolkata to Various Destinations in India & Bhutan and vice versa"** to be executed as per SOTR (Annexure I)

Tender issuing Dept: BB Dispatch, 61 Park

ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE		
Pre-Bid Meeting (if applicable)	18-07-2025	10:00 hrs.
Tender Due Date	29-07-2025	12:00 hrs.
Tender Opening Date (Part I)	30-07-2025	12:00 hrs.
Offer Validity Period minimum	120 days from Tender due date	

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
Tender Fee	INR 500/-
EMD	INR 32,58,440.00/-
Security Deposit (SD)	5 % of Order Value
Liquidity Damage	@1/2% value of unexecuted portion of order per week or part thereof for which job is delayed subject to max. of 5% of total value of order.
Billing Frequency	On Completion Job
Evaluation of L1	Line item wise for Truck & Trailer individually



ARTICLE 3: ANNEXURE FORMS PART OF THIS TENDER

Annexure I	Scope of Work
Annexure II	GRSE Standard Terms and Conditions (STAC) with Appendices-A to G (please refer www.grse.nic.in)
Annexure III	Bid Declaration form
Annexure IV	Destinations with Transit Time
Annexure V	Integrity Pact (please refer www.grse.nic.in)
Annexure VI	Check list for Bill submission/Transporters
Annexure VII	Guideline for submission of Bank Guarantee
Annexure VIII	Format for Security Deposit

ARTICLE 4: DOCUMENTS TO BE UPLOADED

1	DD/PO or MSE/NSIC Exemption certificate towards tender fee
2	Technical Acceptance format as available with NIT after being downloaded and filled up
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up
4	Documents meeting the Technical Eligibility Criteria
5	Documents meeting the Financial Eligibility Criteria
7	Solvency Certificate of [INR 50lakhs] from Banker
8	Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility.
9	PAN /TAN , GST , Labour License Certificate , Registration Certificate of the Company with ROC
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
11	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.
12	Documentary evidence in terms of execution of similar work in the past involving not less than the value of Rs.50 Lakhs in any past three years.
13	Credentials from other firms/Organizations (order copies).

- Registered Bidders with GRSE need not upload para 4 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
- Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO



ARTICLE 5: JOB EXECUTION SCHEDULE

(A) Mobilisation Period -7 days from the date of P.O./L.O. I

(B) Delivery schedule: As per NIT

ARTICLE 7: JOB EXECUTION

Job is to be carried out strictly as per SOTR & NIT

ARTICLE 8: PRICE

Price quoted will be firm and fixed for Truck & Trailer separately mentioned in the Price bid Annexure–C, for the entire contract period till completion of work awarded during valid contract period / for a period of two years.

ARTICLE 9: Fuel Price Escalation

During period of contract, after completion of 1 year if there is a Rise/Fall in fuel price by statutory orders necessary escalation / reduction in transportation rates will be allowed against claim as per the followings norms & the base price of diesel will be considered on date of order placed by GRSE

(i) There will be no escalation / reduction of transportation rate due to rise/ fall of diesel price up to 5%

(ii) For rise / fall of diesel price beyond 5% there will be proportionate escalation /reduction of transportation rate by 0.3% for every increase / decrease of diesel price by 1% (Over and above 5% rise/ fall of diesel price)

ARTICLE 10: OFFER VALIDITY

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

ARTICLE 12: CONDITIONAL OFFER

Conditional offers w.r.t. SOTR will not be accepted. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder

ARTICLE 13: DETERMINATION OF L1

L1 will be decided line item wise for truck and trailer individually.



ARTICLE 14: OPENING OF BIDS

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

ARTICLE 15: MICRO & SMALL ENTERPRISES

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSME document.

ARTICLE 16: ELIGIBILITY CRITERIA

a. Technical Criteria The bidders are required to submit copies of the necessary documents pertaining to the following qualification criteria to enable GRSE to ascertain their qualifying status. GRSE reserves the right to verify the authenticity of the documents submitted/claims made by the bidders, whenever felt necessary. The offer will be rejected outright, if valid qualifying documents as mentioned below are not enclosed along with technical offers.

- (ii) Registration certificate of Transport
- (iii) GST Registration no.
- (iv) Transport's valid Bank Approved certificate
- (v) Latest Income tax clearance certificate
- (vi) Valid India carriage/Road permit
- (vii) Updated annual accounts along with Annual Report Balance sheet/Financial status for the last three years. (This is applicable in case of the bidders which are not registered with GRSE Ltd)
- (viii) The bidder should give self-certification that they neither have been blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 financial years. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.
- (ix) Similar type of experience in Bailey Bridge component transportation in GRSE or any other company in India.

b. Financial Eligibility Criteria:

- (i) Ordering details executed for similar job during last three years to Govt./Defense /Other organizations and performance report thereof must be furnished by the intending bidders. The minimum value of a **single orders executed in a year** should not be less than **Rs. 50 lacs** in any past three years.
- (ii) Average annual turnover of participating bidders during last 03 years ending 31st March of the previous financial year should be at least **Rs. 1.0 Cr**



- (iii) For vendors which are not registered with GRSE, financial standing as certified by Bankers, Audited Profit & Loss account and Balance sheet for last three years, Annual turnover in last 03 years etc. are required to be submitted along with the bid.
- (iv) Bidder has to submit Solvency certificate of Rs. 50 Lakhs (as per tender requirement) from their banker

ARTICLE 18: INSTRUCTION TO THE BIDDERS

- a. 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.
- b. 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 shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- c. 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.
- d. 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.
- e. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- f. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- g. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part I bid.
- h. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.
- i. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from "DGM (Works)/BB, Email: sahu.subratkumar@grse.co.in, Mob: 76040 45495 prior to submission of offer.



- b. Any difficulty in submitting / uploading of e-tender or for any system help, may contact GRSE e-procurement cell, E-mail: mtl.eproc@grse.co.in Landline: 033-24893902

ARTICLE 19: E-BID INSTRUCTION

- (a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.grse.nic.in/etender> or <https://eps.buyjunction.in/grse>
- (b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- (d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned. In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- (e) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- (f) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- (g) 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.
- (h) AMENDMENT OF TENDER DOCUMENT
- (i) Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- (ii) Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- (iii) To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.



ARTICLE 20: BID REJECTION CRITERIA

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

- (a) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- (b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- (c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- (d) Bid received without qualification documents, where required as per the tender.
- (e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- (f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- (g) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- (h) Bidder not agreeing for furnishing of the required Security Deposit (SD).

ARTICLE 21: SUBMISSION OF BID

- (a) Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
- (b) Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- (c) GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- (d) Acceptance 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 22: SECURITY DEPOSIT

(a) To ensure due performance of the contract, performance security [or Contract Performance Bank Guarantee (CPBG) or Security Deposit (SD)] is to be obtained from the successful bidder awarded the contract. Performance security may be furnished in the form of Insurance Surety Bond issued by IRDA approved insurance company, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee issued/confirmed from any of the commercial bank in India, or online payment in an acceptable form, safeguarding the purchaser's interest in all respects. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities. (b) Security Deposit (interest free) in the form of Crossed Demand Draft/ Banker's Cheque/NEFT (WHEN OPERATIONISED) or Bank Guarantee in approved GRSE format from scheduled Banks other than Co-operative Banks should be obtained from successful tenderers against open tenders @ 5% of order value (without applicable tax in India). The SDBG shall be valid till completion of delivery of goods and services. (c) Security Deposit will not be demanded in general (for supply of materials) from registered vendor under limited tendering system but failure to participate or execute the contract will invite penal action against the Delinquent Registered Vendor including cancellation of registration and banning of business dealings. (d) SD will be demanded from sub-contractors who are given free issue material for fabrication job (SD value may be decided appropriately by contracting authority), as also sub- contractors who work without free issue materials. GRSE LTD. Procurement Manual Fifth Edition Page 34 (e) SD will be deposited afresh by the successful bidder as per terms & conditions mentioned in PO and thereafter the EMD amount will be refunded. Failure to deposit SD amount will invite penal interest from the date from which the amount was required to be deposited and such penal interest would be deducted from the vendor's subsequent payments for goods delivered/ services rendered. The above clause to be clearly mentioned in the NIT/PO. (f) The rate of interest would be the Base Rate/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% in case of Foreign bidders. (g) Provision for extension of Bank Guarantee towards satisfactory contract performance where the completion period may extend due to late commissioning/installation may be considered and incorporated in NIT. (h) SSI/MSE units registered under single point registration with NSIC will be exempted from the Security deposit subject to the monetary limit to which they are registered. However, this will be as per guidelines circulated by DPE from time to time. Registration for a product line will only qualify for exemption against similar product / group of products for which bid is submitted. Refer Chapter 21 for detail guideline. (i) In case of PSU/Central Government Department, Indemnity Bond may be accepted in place of Security Deposit Bank Guarantee.



ARTICLE 23: EMD

(a) Earnest Money Deposit (interest free) as fixed amount will be sought from the Tenderers against all Open Tender (OT) in form of crossed demand draft/banker's cheque/ NEFT (when operationalized*) or in the form of Bank Guarantee in approved GRSE format issued by any Scheduled commercial bank other than Co-operative bank. Since any relaxation regarding submission of EMD has financial implications, GRSE LTD. Procurement Manual Fifth Edition Page 31 the terms & conditions should clearly stipulate that offers without EMD would be considered as non-responsive and will be summarily rejected. EMD is also applicable for GRSE registered vendors in case of Open Tender.

(b) Waiver of EMD may be granted only with approval of TC Chairman as per estimated value of tender. (c) Amount of Earnest Money to be deposited has been promulgated vide C&MD's Ty. Order No. 44/17 dated 28 Oct. 17 as follows: - ESTIMATED VALUE OF TENDER (IN INR) EMD AMOUNT (IN INR) Rs.2 lakh to Rs.500 lakh 2% of Tender value subject to Max Rs.10.0 lakh

(d) For successful bidder awarded the contract, GRSE may reserve the right to retain EMD till such time bank guarantee towards contract performance is submitted as per contract. *Note: GRSE is attempting to receive EMD, Tender Fee directly to GRSE bank account. Once implemented, Hard copy of acknowledgement receipt is to be uploaded/ submitted along with the Part –I Bid.

(e) MSE units/SSI units registered under single point registration with NSIC for the tendered items will be exempted from the earnest money deposit. However, this will be as per guidelines circulated by D.P.E. from time to time. NSIC Registration certificate must be valid as on due date of tender opening and Technical Bid should be accompanied with a copy of valid NSIC Registration Certificate to consider bidder for exemption of EMD. NSIC registration should be for the product /service (product group or class of product) for which the tender is floated (For details refer chapter 21).

(f) In case L1 bidder withdraws his offer before work order is placed, Earnest Money Deposit (EMD) by the bidder should be forfeited in full. Any exemption from forfeiture of EMD will be with specific approval of concerned Functional Director with financial concurrence of GM(F).

(j) Where EMD is provided by way of BG, same shall be retained by the Finance Department and should be returned to unsuccessful tenderers on receipt of advice from the concerned Purchase Point. As conversion of EMD to SD is a complex activity, EMD will be refunded on submission of Security Deposit. In case of BG, this may be returned to successful tenderers on submission of fresh BG for Security Deposit within two months from order. Bank Guarantees should be issued by any Scheduled Bank (as per RBI) except Co-operative Banks.

(k) Interest free Earnest Money Deposit (EMD) in the form of crossed demand draft, or banker's cheque or by direct deposit (in favour of Garden Reach Shipbuilders & Engineers Limited., Kolkata, payable at Kolkata) or Bank Guarantee (as per GRSE format) issued by reputed scheduled bank (other than cooperative bank) is to be submitted against tender. In case EMD is submitted in form of Bank Guarantee, it should be valid at least for 180 days from due date / extended due date of the tender. Submission of EMD by Cheque or in any other form shall be treated as offer without EMD and shall not be acceptable.



(l) EMD should be forwarded in separate envelope (super scribed with tender subject/ item, number, and due date & time) and should be deposited by the bidder within due date and time. Units registered with NSIC shall also send the hard copy of EMD exemption document (Copy of valid registration up to specified volumes / Monetary Limit for the offered items) within due date. GRSE shall not be responsible for any postal delay or non-receipt of EMD by tender due date / time, for any reasons whatsoever. Offer received without requisite EMD as explained above may be rejected. GRSE LTD. Procurement Manual Fifth Edition Page 33

(m) GRSE also reserves the right to verify and accept the offer accompanied with a copy of NSIC Certificate. Online checking of NSIC SPRS can also be done by logging in www.nsic.in and www.nsicsonline.com

(n) TC-Chairman may approve: • Waiver of EMD requirement • Fixation of higher EMD above Rs. 10 Lakhs, In each case, reasons/justifications is to be recorded in file.

Non-submission of Bid Security Declaration or a valid MSE certificate may lead to offer rejection.

ARTICLE 24: PRE-BID MEETING

Pre-bid meeting will be arranged on **18-07-2025, 10.00 AM** for the tender. Tenderers are requested to go through the tender notice carefully. In case any vendors require any clarification on the NIT terms and condition, they can feel free to raise their query during pre-bid meeting.

SUBRAT KUMAR SAHU
DEPUTY GENERAL MANAGER (WORK)
Email: sahu.subratkumar@grse.co.in

List of Enclosures:

PART – I

- ANNEXURE – I - Scope of Work
- ANNEXURE – II - Standard Terms & Conditions (SOTR)
- ANNEXURE – III – Bid Declaration form
- ANNEXURE – IV - Destinations with Transit Time.
- ANNEXURE – V – Integrity Pact
- ANNEXURE – VI - Check List for Bill Submission/Contractors
- ANNEXURE - VII - Guidelines for submission of Bank Guarantee
- ANNEXURE - VIII – Format for Security Deposit



ANNEXURE - I

SCOPE OF WORK (SOTR)

1. GRSE Bailey Bridge unit at 61 Park requires lifting and dispatch of Bridge components as mentioned in the subject of TE on door delivery / collection basis with minimum start value from 10 MT and max 25MT
2. **Contract Period:** The Contract will be valid for a period of 24 months from the date of issue of initial LOI/PO. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE
3. **Loading & Unloading:**
 - a) Loading of materials inside GRSE 61park unit is under GRSE scope
 - b) Unloading at customer site is under Transporter scope
 - c) Weight measurement and volumetric of consignment will be done by GRSE in 61park unit on free of charge by GRSE
 - d) Weight measurement and volumetric of consignment outside 61park Unit/at site is under Transporter scope.
 - e) Return materials from at customer site: Loading, weight measurement and volumetric of consignment will be under Transporter scope and the same will be unloading at 61park is GRSE scope.
 - f) Transporter representative must witness the no. of items loaded at GRSE and acknowledged otherwise any loss & damage reported from the consignee will be recovered from Transporter
4. **Destination:** Destination as mentioned in the **Annexure –IV** may vary **within 100 km** in plain land & **50 KM in hilly area** from the location mentioned for which no extra payment will be applicable.
5. **Freight Charge:** The rate per MT inclusive of all Statistical charges i.e. safe unloading, proper stacking at consignee's end, taxes & duties (excluding GST). Tonnage to be transported 6500MT/year (Approx.)
6. **GST Tax:** GST @5% will be paid by GRSE.
7. **Export exemption certificate (Sales tax certificate):** In case of Export, vendor/ transporter must collect and submit the following documents prior to submission of their respective bills:
 - i. **Export invoice duly acknowledged by the check post authority (Customs clearance)** with official seal for proper authentication indicating clearly the date of receipt and details of the material.
8. **Security Deposit:** Successful bidder will deposit an amount equivalent to 5 % of the total contract value, as interest free Security Deposit in the form of Pay Order/D. D/Bank Guarantee (as per GRSE format) on any Scheduled Bank other than Co-operative Bank at Kolkata, duly crossed favouring "Garden Reach shipbuilders & Engineers Ltd." Payable at Kolkata, within seven (07) days of placement of Purchase Order. The security deposit will be released after completion of the validity of the PO/LOI or receipt of the last consignment by the consignee against the same PO/LOI whichever is later.



9. Other conditions: -

- a) The truck shall be full body (9MT, 12MT, 15MT & 20MT), flat floor without over the wheels & Open truck Trailer to carry approx. 10Metre length of component size (20-25MT) (As per GRSE requirement)
- b) Documents in support of registered tonnage capacity of the truck are to be shown by transporter before loading of the materials

14. Transporter must conversant with safety rules of road transport. Safety rules cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.

15. Placement of trucks:

- a) Trucks are to be placed within 24 hrs. of intimation over phone/in writing from our end. Any delay in placement of trucks may attract Penalty as Rs.3000.00 per day after 48 hr. (2 days) and same will be deducted in transporter bills. In the event of failure of L1 vendor to place trucks as and when required/intimated, job shall be offered to L2, L3.... vendor on agreement at L1 price. Acceptability in this regard should be given by L2 vendor, towards this counter offer will be given to the rest of responded bidders at the final negotiated price of L1 bidder for acceptance.
- b) If L1 bidder is not positioned the truck within 48 hrs. the alternately L2 & L3 vendors offered and difference amount will be deducted in L1 vendor.

16. Transporters shall be capable of placing at least 3 to 4 trucks within 24 hrs. of intimation (telephonic/e-mail/Fax)

17. Xerox copy of the receipt of consignment note duly acknowledged by the consignee with official seal for proper authentication indicating the date and details of receipt of material is to be forwarded to GRSE immediately after delivery is made. The time span required in this respect should be **transit time+3 days maximum.**

18. Vendors must ensure that, consignment receipt is acknowledged properly (stamp and date is required).

19. The position of the movement of the loaded vehicle after collection of material from GRSE is to be intimated to us at intervals of 2 (Two) days, till safe arrival of the goods to the destination.

20. For transportation of goods GRSE will instruct Transporter time to time for transport the material to the required destination as mentioned in the Annexure –IV.

21. Damage/Short Certificate:

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

22. Submit the original LR copy immediately with consignee sign after delivery the materials to customers.



23. GRSE's Standard terms & conditions of Purchase will be applicable

24. Special note: If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC (Annexure II) of GRSE.

ANNEXURE – II

STANDARD TERMS & CONDITIONS (STAC)

1. Payment terms:

- a. 100% payment for transportation charge will be made by GRSE (after completion of each consignment) within 30 days from the date of submission of the transporter's bill.
- b. Bill supported with receipt copy of our Dispatch Advice and Transporter's Consignment Note duly acknowledged by the consignee with official seal for proper authentication indicating clearly the date of receipt and details of the material along with weighment slip.
- c. In case of Export, related documents as mentioned in clause No.8.0 of Scope of Work must be submitted prior to submission of the respective bill.
- d. Payment will be made through ECS only after deduction of LD amount/cost of loss or damage etc. if leviable as per contract.
- e. **Submission of Bills by the Firm:** The vendor shall submit bills complete in all respect as relevant in the checklist enclosed (Annexure –VI). The entire Consignment note, attached with freight bill must clearly indicate the receiving date by the Consignee with their official seal.

2. **Liquidated Damage:** For delay in delivery L.D (Liquidated Damage) will be imposed @1/2% of value of unexecuted portion of order per week for beyond Transit time or part thereof on the undelivered material subject to a maximum of 5% of the order of total order value.
3. **Risk Purchase:** GRSE reserves the right to impose Risk Purchase clause i. e in case of failure in delivery within the stipulated delivery time and unsatisfactory performance of the vendor. GRSE reserves the right to short close/cancel the order and take alternative action by engaging other agency at vendor's risk & cost.
4. **Validity of rate:** This rate contract should be valid for 2 (Two) year from the date of LOI/PO. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE
5. **Price:** During period of the contract the **rate per ton** will be firm and fix.
6. **Validity of offer:** Quotations should be valid for 4 (Four) months from the date of submission or till the date the date of award of the contract to successful bidder/s, whichever later



7. Your offer should come in Two part as follows:

1. Part-I: Techno-Commercial bid with requisite Tender fee.
2. Part-II: The Rate (Price bid).

Part-I will be opened on due date. Bidders qualifying in Part-I, will only be considered for Part-II i.e. Price bid.

8. Fuel Price Escalation.

During period of contract, after completion of 1 year if there is Rise/Fall in fuel price by statutory orders necessary escalation / reduction in transportation rates will be allowed against claim as per the followings norms & the base price of diesel will be considered on date of order placed by GRSE

(i) There will be no escalation / reduction of transportation rate due to rise/ fall of diesel price by 5% from base price

(ii) For rise / fall of diesel price beyond 5% there will be proportionate escalation / reduction of transportation rate by 0.3% for every increase / decrease of diesel price by 1% (Over and above 5% rise / fall of diesel price)

9. GRSE reserves the right to accept/ reject any tender in full or in part without assigning any reason. GRSE also reserves the right to enter into the contract with one or more contractors for their requirement of whole or part job.

10. No Conditional offer will be accepted.

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

12. PRICE:

a. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled.

b. The quoted rate should be exclusive of GST. The price should remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.

c. No conditional offer will be accepted.

13. GRSE reserves the right to accept or, reject any / all offers in part/full without assigning any reason whatsoever.

14. **VENDOR REGISTRATION:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate the respective Supplier's 5-digit code no. & group code no. to which they are registered, in the offer. In case the successful bidder is not an enlisted vendor, the vendor has to get them registered with GRSE as per the standard procedure.

15. **INDIVIDUALITY OF THE CONTRACT:** This Contract should be treated as an individual contract and should not be related with other orders/contracts with GRSE, in respect of progress of work or, payment.

16. FORCE MAJEURE: If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God (but not including negligence or wrongdoing, predictable/seasonal rain) provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist, and the decision of the Buyer as to whether the deliveries have been so resumed or not, shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 days, either party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over from the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain..

17. ARBITRATION:

(a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be 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.

(b) 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.

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

(d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

(e) In the event of the death or resignation 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 GRSE LTD. Procurement Manual Fifth Edition Page 266 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.

(f) 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 and Conciliation Act.

(g) 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. (h) The language of the proceeding shall be in English.

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

- a. 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.
- b. 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.
- c. 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.
- d. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

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



ANNEXURE – III

Bid Declaration form

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

Kind Attn: *(Name & Designation of tender issuing officer)*

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 22 of tender.
- (c) We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative] _____

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of *[insert complete name of bidder]*

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

TRANSIT TIME WITH DESTINATION

SL. No.	Description - Destination*	Transit time
1	Itanagar (Arunachal Pradesh)	10
2	Zero (Arunachal Pradesh)	14
3	Bomdila,Bhalukpong (Arunachal Pradesh)	10
4	Tawang,Lumia (Arunachal Pradesh)	14
5	Seppa(E.Kameng) (Arunachal Pradesh)	13
6	Laying-Yangtse (Arunachal Pradesh)	12
7	Tali (Arunachal Pradesh)	12
8	Kiming (Arunachal Pradesh)	13
9	Lekhabali (Arunachal Pradesh)	12
10	Along (Arunachal Pradesh)	14
11	Bame (Arunachal Pradesh)	13
12	Daporijo (Arunachal Pradesh)	13
13	Nacho (Arunachal Pradesh)	15
14	Pasighat (Arunachal Pradesh)	12
15	Roing (Arunachal Pradesh)	12
16	Yingkiong (Arunachal Pradesh)	12
17	Hawai (Arunachal Pradesh)	15
18	Changlang (Arunachal Pradesh)	13
19	Khonsa (Arunachal Pradesh)	12
20	Koloriang (Arunachal Pradesh)	18
21	Gulabo Nallah, Huri Axis road (Arunachal Pradesh)	20
22	Kurung Kumey District (Arunachal Pradesh)	18
23	Limeking (Arunachal Pradesh)	16

24	Anini (Arunachal Pradesh)	15
25	Walong (Arunachal Pradesh)	15
26	Mechuka (Arunachal Pradesh)	15
27	Manigong (Arunachal Pradesh)	16
28	Tejpur (Assam)	6
29	Jorhat (Assam)	6
30	Golaghat (Assam)	6
31	Misamari (Assam)	6
32	Kokrajhar (Assam)	6
33	Dhuburi (Assam)	6
34	Bongaigaon (Assam)	6
35	Gopalpara (Assam)	6
36	Barpeta (Assam)	6
37	Guwahati (Assam)	6
38	Dispur (Assam)	6
39	Lakhimpur (Assam)	6
40	Sibsagar (Assam)	6
41	Dibrugarg (Assam)	6
42	Silchar (Assam)	8
43	Karimganj (Assam)	8
44	Haflong (Assam)	8
45	Dinjan (Assam)	8
46	Tinsukia (Assam)	8
47	Tinsukia (Assam)	8
48	Patna (Bihar)	5
49	Supaul (Bihar)	5
50	Bhagalpur (Bihar)	5

51	Katihar (Bihar)	5
52	Phuntsholing (Bhutan)	12
53	Trongsa (Bhutan)	12
54	Langthel (Bhutan)	10
55	Thimpu (Bhutan)	12
56	Nganglam (Bhutan)	11
57	Samrup- jongkhar (Bhutan)	11
58	Sukma,Gollapali (Chattisgarh)	10
59	Jagdalpur,Pattabunda,Bastar (Chattisgarh)	10
60	Keshkal, Kondagaon (Chattisgarh)	10
61	Kanker (Chattisgarh)	10
62	Raipur (Chattisgarh)	10
63	Kandari,Kondae,Farasgaon,Kodekurse (Chattisgarh)	10
64	Mahasumund (Chattisgarh)	10
65	Bilaspur (Chattisgarh)	10
66	Raigarh,Korba,Janjgir (Chattisgarh)	10
67	Bametara,Kawardha (Chattisgarh)	10
68	Dhamtari, Balod (Chattisgarh)	10
69	Dantewada, Bijapur (Chattisgarh)	10
70	Mohla, Rajnandgaon, Durg (Chattisgarh)	10
71	Delhi Cantt. (Delhi)	10
72	Panaji,Margao (Goa)	10
73	Gandhinagar (Gujarat)	10
74	Kullu,Mandi (Himachal Pradesh)	12
75	Hamirpur (Himachal Pradesh)	12
76	Una (Himachal Pradesh)	12
77	Bilaspur (Himachal Pradesh)	12

78	Chamba (Himachal Pradesh)	12
79	Kyelang (Himachal Pradesh)	12
80	Reckong Peo (Himachal Pradesh)	12
81	Udaipur (Himachal Pradesh)	12
82	Shimla (Himachal Pradesh)	12
83	Solan (Himachal Pradesh)	12
84	Kargil (Jammu & Kashmir)	14
85	Jammu (Jammu & Kashmir)	14
86	Rajouri (Jammu & Kashmir)	14
87	Udhampur (Jammu & Kashmir)	14
88	Srinagar (Jammu & Kashmir)	12
89	Baramula (Jammu & Kashmir)	12
90	Anantnag (Jammu & Kashmir)	12
91	Varinag (Jammu & Kashmir)	12
92	Kishtwar (Jammu & Kashmir)	12
93	Durbuk, shyok (Jammu & Kashmir)	15
94	Turtuk (Jammu & Kashmir)	15
95	Phobrang (Jammu & Kashmir)	15
96	Ramban (Jammu & Kashmir)	12
97	Ranchi, Jamshedpur, Chaibasa, Sarikela (Jharkhand)	5
98	Hazaribagh (Jharkhand)	5
99	Gumla, Lohardaga (Jharkhand)	5
100	Daltonganj, Garhwa (Jharkhand)	5
101	Koderma (Jharkhand)	5
102	Giridih, Bokaro, Dhanbad (Jharkhand)	5
103	Deoghar, Dumka (Jharkhand)	5
104	Thiruvananthapuram (Kerala)	10

105	Bangalore (Karnataka)	10
106	Leh (Ladakh (UT))	12
107	Chandrapur (Maharashtra)	10
108	Gadchiroli (Maharashtra)	10
109	Nagpur (Maharashtra)	10
110	Pune (Maharashtra)	10
111	Allapali (Maharashtra)	10
112	Imphal (Manipur)	12
113	Jiribum (Manipur)	12
114	Lamphelpat (Manipur)	12
115	Ukhrul (Manipur)	12
116	Senapati (Manipur)	12
117	Tamenglong (Manipur)	12
118	Bishnupur (Manipur)	12
119	Churachandpur (Manipur)	12
120	Chandel (Manipur)	10
121	Moreh (Manipur)	10
122	Jowai (Meghalaya)	10
123	Shillong (Meghalaya)	10
124	Jabalpur (Madhya Pradesh)	10
125	Itarsi (Madhya Pradesh)	10
126	Aizawl (Mizoram)	10
127	Seling (Mizoram)	10
128	Champhai (Mizoram)	10
129	Kolasib (Mizoram)	12
130	Lungle (Mizoram)	12
131	Pukzing (Mizoram)	12

132	Lawngtlai (Mizoram)	12
133	Chawngte (Mizoram)	12
134	Saiha (Mizoram)	12
135	Tipaimukh (Mizoram)	12
136	TuvaiRiver (Mizoram)	12
137	Dimapur (Nagaland)	10
138	Kohima (Nagaland)	14
139	Mokokchung (Nagaland)	12
140	Koraput,Pottangi,Sunabeda,Laxmipur (Odisha)	8
141	Raygada,Nabrangapur (Odisha)	8
142	Gajapati,Parlakimidi (Odisha)	8
143	Ganjam,Khordha,Nayagarh (Odisha)	8
144	Jharsugda,Sambalpur,Sundargarh,Baragarh (Odisha)	8
145	Phulabani,kandhamal,Raikia (Odisha)	8
146	Nayagarh (Odisha)	8
147	Baripada,Kartanjia,Rairangpur (Odisha)	8
148	Angul,Dhenkanal,Jajpur,Cuttack,Bhubaneswar (Odisha)	8
149	Kendujhagarh, Deogarh (Odisha)	8
150	Baleshwar, Bhadrak, Kendrapara (Odisha)	5
151	Puri,Jagatsingpur (Odisha)	5
152	Malkangiri (Odisha)	8
153	Naupada,Balangir,Baudh (Odisha)	8
154	Bhawanipatna, Titlagarh (Odisha)	8
155	Amritsar (Punjab)	8
156	Pathankot (Punjab)	10
157	Chandigarh (Punjab)	10
158	Bhathinda (Punjab)	10

159	Jodhpur (Rajasthan)	10
160	Hanumangarh (Rajasthan)	10
161	Nachna (Rajasthan)	10
162	Gangtok (Sikkim)	10
163	Namchi (Sikkim)	10
164	Kopup (Sikkim)	10
165	Lachen (Sikkim)	10
166	Agartala (Tripura)	8
167	Khowai (Tripura)	8
168	Kheliariat (Tripura)	8
169	Dharmanagar (Tripura)	8
170	Chennai (Tamilnadu)	10
171	Hyderabad (Telangana)	10
172	Uttarakashi (Uttarakhand)	10
173	Gopeshwar (Uttarakhand)	10
174	Joshimath (Uttarakhand)	10
175	Govindghat (Uttarakhand)	10
176	Munsiyari (Uttarakhand)	10
177	Nainital (Uttarakhand)	10
178	Bageshwar (Uttarakhand)	10
179	Kapkot, (Uttarakhand)	10
180	Kausani (Uttarakhand)	10
181	Roorkee (Uttarakhand)	10
182	Pithoragarh (Uttarakhand)	10
183	Almora (Uttarakhand)	10
184	Pauri (Uttarakhand)	10
185	Dehradun (Uttarakhand)	10

186	Mussorie (Uttarakhand)	10
187	Dharchula (Uttarakhand)	10
188	Haridwar, Rishikesh (Uttarakhand)	10
189	Haldwani, RaniKhet (Uttarakhand)	10
190	Hasimara,Jaigaon,Dinhata,Alipur Duar (West Bengal)	5
191	Tamluk,Adra,Ghatal,Kolaghat,Jhargram,Kharagpur,Haldia (West Bengal)	1
192	Rajarhat, Bangaon,Taki, Kolkata	1
193	Siliguri, BijonbariI, Raiki (West Bengal)	4
194	Darjeeling (West Bengal)	4
195	Kakdwip , Namkhana, Basanti (West Bengal)	2
196	Farakka,Baharampur (West Bengal)	2
197	Kathmandu (Nepal)	10
198	Baneshwar (Nepal)	10
199	Pokhara (Nepal)	10
200	Siddeswar (Nepal)	10



ANNEXURE – V

Integrity Pact

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

INTEGRITY PACT

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

and

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

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

Section 1 - Commitments of the Principal

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

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

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, 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)/ Contractor(s)

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

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

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

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

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

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

[2] The Bidder(s)/ Contractor {s} will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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



Section 4 – Compensation for Damages.

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

Section 5, - Previous Transgression

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

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

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

Section 7 – Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor (s)

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

Section 8 – Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.



- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.
- (8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration:

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

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



Section 10 – Other provisions:

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

Place.....

Date.....

Witness 1:

(Name & Address)
.....
.....

Witness 2:

(Name & Address)
.....
.....



ANNEXURE – VI

CHECK LIST FOR BILL SUBMISSION/CONTRACTORS

CONTRACTOR

PARTY CODE

BILL NO

ORDER NO

DATE

1. BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO BY THE DESIGNATED PERSON OF THE PRODUCTION/ORDERING DEPARTMENT– SUBMITTED. ☐
2. ALL BILL MUST BE SUPPORTED BY CONSIGNMENT NOTE INDICATING THE DATE OF RECEIPT OF THE CONSIGNMENT. ☐
3. BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER MUST BE SENT TO FINANCE DEPT. IN BANK'S SEALED ENVELOPE. ☐
4. SECURITY DEPOSIT AS PER ORDER SUBMITTED. ☐
6. GST REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE. ☐
7. ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER. ☐

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

ANNEXURE – VII

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE
FORMAT NO. OS/03/0085**

1. Non- Judicial Stamp Paper – Non-Judicial Stamp Paper of Rs. 60/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 60/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order/Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier/Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelope directly to General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited 43/46, Garden Reach Road. Kolkata-700 024 superscribing the word "BANK GUARANTEE".
4. No confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled/Nationalize Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks/Co-operative Bank/Regional Private Bank etc. and for those Guarantee, which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be the accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors/ deletions/ inclusions/riders etc., requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.



ANNEXURE – VIII

FORMAT FOR (Security Deposit)

In consideration of the **Garden Reach Shipbuilders & Engineers Limited** (hereinafter referred to as the "**Employer**". which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to (**Name of the contractor**) with its Registered/Head Office at (hereinafter referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) an order bearing Purchase order No..... dated..... and the same having been unequivocally accepted by the contractor resulting in to a Contract between the employer and the contractor for, more fully described in the said Purchase Order and the contractor having agreed to provide a Performance Guarantee for faithful performance of all the terms and conditions of the said Purchase Order for a sum equivalent to % (..... percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

We... (Name of the Bank and its branch) having its Head office at (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include

its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the buyer merely on demand any or all monies payable by the contractor to the extent of Rs. (amount in figures) (Rupees only) as aforesaid at any time up to without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference between the buyer and contractor or any difference and dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee.

The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The buyer shall also have the fullest liberty. Without affecting this guarantee, to postpone from time to time the exercise of any power vested in then or of any right, which they might have against tile contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenant, expressly contained or implied in the contract between the buyer arid the contractor or any other course or remedy or security available to the buyer. The Bank shall not be released or discharged of its obligation under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding



against the contractor and notwithstanding any security or other guarantee that the buyer may have in relation to the contractor's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. (Rupees only) and it shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by (name of the contractor) on whose behalf this guarantee has been given.

Dated this day of 2025 at

WITNESS

Signature, Name and Office Address.

Signature of Bank's Authorized

Signatories with code No., Name,

Designation and Bank Stamp.