



**Garden Reach Shipbuilders & Engineers Limited**  
**DIESEL ENGINE PLANT**

(A Govt. of India Undertaking, Ministry of Defence)  
An ISO 9001-2008 Plant

**Plant Plaza Road, Dhurwa, Ranchi - 834 004**

CIN - L35111WB1934GOI007891

Phone: 2446 134/135/137/139/360/806/851

Fax: + (91) 0651-2446895

Website: [www.grse.in](http://www.grse.in)

Email: [sahoo.anjankumar@grse.co.in](mailto:sahoo.anjankumar@grse.co.in)

**NOTICE INVITING TENDER**

**E-TENDER NO: DEP/BRC/TRANSPORTATION/23-24/01/ET-1991. Dated: 02.08.23**

**Pre- bid meeting Date & Time: 10.08.2023 at 12:00 Hrs.**

**Tender Closing Date & Time: 23.08.2023 at 12:00 Hrs.**

**Tender Opening Date & Time: 25.08.2023 at 14:00 Hrs.**

**Sub.: Biennial Rate Contract (BRC) for transportation of Portable Steel Bridges & Bridge materials by Road from GRSE Ltd, (DEP) Ranchi to various destinations in India, Nepal & Bhutan and vice-versa.**

**OPEN e-TENDER ENQUIRY**

**INSTRUCTION TO BIDDERS: -**

1. **Bids in single stage two bid system (Part-I:** Techno-Commercial Bid and **Part-II:** Price Bid) are invited for transportation of portable steel bridges & bridge materials from GRSE, DEP Ranchi unit to various destinations in India & Nepal, Bhutan and vice- versa.
  - a. **Part -I:** Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED) – ANNEXURE – A & B.
  - b. **Part - II:** Price bid (containing only price) – ANNEXURE –C.
2. You will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled. You should mention your offer ref. no. and date in ANNEXURE – A, B & C.
3. The job is to be carried out as per scope of works in **ANNEXURE-I** for transportation of portable steel bridges & bridge materials from GRSE, DEP Ranchi unit to various destinations in India, Nepal and Bhutan and vice- versa.
4. **PLACE OF WORK & NATURE OF CONTRACT:** Transportation is to be carried out to/from respective site(s) /destination(s) mentioned in the Technical Bid, as per scope of work. Rate contract will be established for a period of 02 years. On the basis of rate contract so established, subsequent individual LOA/PO will be placed each time for transportation to particular project / site(s) / destination(s), as and when required during the validity of rate contract.
5. **TENDER FEE:**
  - i. Parties downloading tender documents from website need to submit a Demand Draft/Pay Order for **Rs.500/-** (Five Hundred only) (non-refundable) in favor of "Garden Reach



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- ii. Vendor to send Original Demand Draft/Pay Order towards cost of tender documents to AGM (I/C-DEP) AGM (I/C), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi – 834004 on or before tender closing date and time.
- iii. Scan the Demand Draft/Pay Order Copy and attach to General documents part in e-procurement, non-submission of value of tender documents may lead to offer rejection.
- iv. SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point registration certificate for particular product under tender.

**6. EARNEST MONEY DEPOSIT:**

1. Vendor needs to submit Earnest Money Deposit (interest free) in the form of crossed demand draft / banker's cheque or in the form of Bank Guarantee (in GRSE format) from any scheduled commercial bank other than cooperative bank. EMD amount is Rs. 8,00,000/- (Eight lakh only). In case EMD is submitted in form of Bank Guarantee, it should be valid at least for 150 days from due date / extended due date of the tender. Submission of EMD by Cheque or in any other form shall be treated as offer without EMD and shall not be acceptable.
2. Earnest Money will be refunded to unsuccessful bidders upon claim by the bidder after TNC/CNC.
3. The Demand draft / Pay Order / Bank Guarantee needs to be scanned and attached to the General documents part in e – procurement; non – submission of EMD may lead to summarily rejection of offer.
4. EMD should be forwarded in separate envelope (super scribed with tender number and due date) and should be deposited by tender closing date.
5. MSME units/SSI units registered under single point registration with NSIC for the tendered items will be exempted from the earnest money deposit. However, they need to scan and upload the hard copy of EMD exemption document (Copy of valid registration up to specified volumes/Monetary Limit for the offered items) to General documents part in e – procurement.
6. GRSE shall not be responsible for any postal delays or non-receipt of EMD by tender due date / time, for any reasons whatsoever.
7. Vendors are required to follow the guidelines for submission of BG at Annexure.

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

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

- a) Successful bidder will deposit an amount equivalent to 5% of the LOA/PO for particular project / destination (s) / site (s), as interest free Security Deposit in the form of Pay Order/D.D duly crossed favouring GRSE Ltd. payable at Ranchi or Bank Guarantee (as per GRSE format) on any Scheduled Bank other than Co-operative Bank, within 7 days of placement of LOA/PO, whichever is later. Bank Guarantee as per GRSE format towards security deposit will have to be submitted fresh.



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- b) S.D submitted in the form of B.G should be forwarded directly to AGM (I/C-DEP) AGM (I/C), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi – 834004, in Banker's sealed envelope
- c) SSI units registered under single point registration with NSIC will be exempted from the Security deposit subject to the monitory limit to which they are registered. However, this will be as per Guidelines circulated by D.P.E from time to time.
- d) Security Deposit to be kept valid till 3 months from LOA/PO date, whichever is later, including claim period.
- e) 'Non-submission of Security Deposit within the stipulated time as stated in Cl.9 (a) would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of Security Deposit to be submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Contractor/Successful Bidder for which no separate notice shall be issued".

**9. MICRO & SMALL ENTERPRISE:**

- a) MSME registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.
- b) To avail this purchase preference, submission of EM-II certificate is mandatory failing which the benefit will not be accorded.
- c) If it happens that two or more MSME are within L1 + 15% range, all such MSME will be given an opportunity to accept the L1 price and to share 20% of the order value equally.
- d) In case the MSME is owned by SC/ST owners then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non- SC/ST MSME.
- e) If more than one MSME owned by SC/ST owners are there in case of a tender, such MSME will share 16% of the total ordered value equally with other non-SC/ST owned MSME in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.
- f) To qualify for entitlement as SC/ST owned MSME, the SC/ST certificate issued by the District Authority must be submitted along with the offer

**10. Queries if any, may be clarified from Manager (Production) DEP, Ranchi prior to submission of offer. Mob No-9264455059, Ph. No.-0651-2401429 Email-[sahoo.anjankumar@grse.co.in](mailto:sahoo.anjankumar@grse.co.in).**

- 11. QUALIFICATION CRITERIA OF THE BIDDER:** Interested Transporters/Agencies who have their office at Kolkata / Ranchi where liaison work/correspondence can centrally made by GRSE Ltd., are to provide proof of transportation of material with Govt. Organizations/PSUs or other reputed firms along with followings:
- i. Registration Certificate of Transport
  - ii. Transporter's valid Bank approved Certificate
  - iii. Latest Income tax clearance certificate
  - iv. Number of available Truck owned: Minimum 3 nos.
  - v. Valid all India carriage/Road Permit,



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- vi. Credential in respect of transport of goods to the tune of 400 MT per year for the last 3 years in different places of India inclusive of hilly areas.
- 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. GST registration certificate

**NOTE:**

- a. **BIDDERS ARE REQUESTED TO SUBMIT THEIR OFFER MUCH IN ADVANCE OF DUE DATE TO AVOID LAST MINUTE TRAFFIC / MISTAKES. GRSE SHALL NOT BE RESPONSIBLE FOR ANY DELAY THEREBY, NO REQUESTS FOR EXTENSION SHALL BE ENTERTAINED FROM LAST-DAY BIDDERS.**
- b. In case tenderer has any query regarding e-tender procedure / DSC they may contact GRSE e-procurement Cell helpdesk (email: [mtl.eproc@grse.co.in](mailto:mtl.eproc@grse.co.in); Ph: +91 33-24893902/ 8902619495 / +91-33-2469-8100-15, Extn: 315).
12. The offer will be rejected outright, if valid pre-qualifying documents as mentioned above are not enclosed along with technical offers. However permanent registered vendors are not required to submit the pre-qualifying documents.
13. Bids are to be submitted through e-tender.
14. **E-Mail Address for communication:** Vendor should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.
15. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document.
16. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer and vendors may get details of price bid in 'OPENED' box after login into the vendor site ([https:// www.grse.nic.in/etender](https://www.grse.nic.in/etender) ).
17. GRSE reserves the right to accept / reject any tender in full or in part without assigning any reason thereof.
18. GRSE at its discretion can engage more than one transporter for a particular project/site/destination to meet the delivery schedule.
19. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of **NIT NO**. 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. Queries if any on specification or other Terms may be got clarified from Purchase- DEP, Ranchi prior to submission of offer.
20. Tender document is available from Website [www.grse.in](http://www.grse.in) or <http://eprocuregrse.co.in/nicgep/app> or may contact AGM (I/C-DEP), Diesel Engine Plant,



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Plant Plaza Road, Dhurwa, and Ranchi-834004 on all working days (except Sundays/Holidays) from 10.30 AM to 12.00 Noon and 1.30 PM to 3.30 PM.

21. **LIST OF ENCLOSURES: -**

|               |   |
|---------------|---|
| ANNEXURE-I    | : SCOPE OF WORK                                   |
| ANNEXURE-II   | : STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE. |
| ANNEXURE-III  | : DESTINATION AND TRANSIT TIME                    |
| ANNEXURE-IV   | : INTEGRITY PACT                                  |
| ANNEXURE-V    | : GUIDELINES FOR BANK GUARANTEE                   |
| ANNEXURE-VI   | : FORMAT FOR EMD BANK GUARANTEE                   |
| ANNEXURE-VII  | : FORMAT FOR SD BANK GUARANTEE                    |
| ANNEXURE-VIII | : CHECKLIST                                       |
| ANNEXURE-IX   | : INDEMNITY BOND                                  |



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**ANNEXURE - I**

**SCOPE OF WORK**

1. GRSE DEP, Ranchi Unit requires dispatch of bridge components as mentioned in the subject of TE on door collection / delivery basis, to/from sites/destinations mentioned Technical bid with minimum start value from 1.5MT and max 32 MT.
2. **Contract Period:** The Contract will be made for a period of 2 years from the date of rate contract. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE. Subsequent individual LOA (s) /PO (s) will be placed on the vendor (s), based on the L1 rate for a particular project / site(s) / destination (s), during the validity of the contract.
3. **Loading & Unloading:** Loading of trucks/trailers, weight measurement of the volumetric consignment / truck will be done by GRSE in our DEP Ranchi works on free of charge basis and the same at site/outside GRSE will be at transporter's cost. Weighment certificates if needed outside GRSE will be intimated during placement of LOA/PO. During returning back of the material, if any, from the project site after completion of the erection job, transporter has to make arrangements for loading and weighing of the material at their own cost. Unloading at GRSE DEP Ranchi shall be done by GRSE.
4. **Site /Destination:** Sites/Destinations are mentioned in the Technical Bid / Annexure-III. Site/destination may also vary within 100 km (in plain land & in hilly area) of the site/destination mentioned in Technical Bid, for which no extra charges shall be applicable.
5. **Tonnage:** Tonnage to be transported is 1000 MT/year (approx.)
6. **Price variation clause:** During period of contract, after completion of 1 year, if there is any Rise/Fall in fuel price from base rate by statutory orders, then necessary escalation/reduction in transportation rates shall be permissible as per following norms:
  - i) There will be no escalation/reduction in transportation rate due to rise/fall of diesel price up to 5% of base rate.
  - ii) For rise/fall of diesel price beyond 5% of base rate, there will be proportionate escalation/reduction of the quoted transportation rate by 0.3% for every 1% increase / decrease of base rate of diesel.
  - iii) Base rate for above shall be considered as that prevailing on the date of BRC/contract.
7. **Freight Charges:** The rate per MT in the price bid should be inclusive of all incidental charges on account of the following:
  - i) safe unloading at site / destination
  - ii) proper stacking at consignee's end
  - iii) taxes & duties if any (excluding GST) and other charges as applicable
  - iv) weighing of the truck before and after unloading at site / destination, only if required for a particular project





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- v) safe unloading and loading at the point of transshipment, in case transshipment is required by transporter as per clause 14 of scope of work

Note: However, loading of truck & weight measurement of the consignment/truck inside DEP Ranchi will be free of charge.

8. **Goods & Service Tax:** GST applicable at the time of dispatch will be paid by GRSE on production of the GST bill with SAC Code by the transporter.
9. **Toll tax/ Entry Tax:** Entry tax/ Toll Tax en route, if any, shall be paid by the transporter and the same shall be reimbursed by GRSE at actual, on production of requisite document/challan.
10. **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:
- Sales tax exemption certificate** issued by the Revenue & Customs office against each consignment.
  - Export invoice duly acknowledged by the check post authority** with official seal for proper authentication indicating clearly the date of receipt and details of the material
11. **Other conditions:**
- The truck shall be full body (9MT,12MT, 15MT, 20MT & 25 MT), flat floor without over the wheels & Open truck Trailer to carry approx. 10 Meter length of component size (20-32MT) (As per GRSE requirement).
  - Documents in support of registered tonnage capacity of the truck are to be shown by transporter before loading of the materials.
  - Transporters must be conversant with safety rules of road transport. Safety rules cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.
  - The transporter will not be allowed to club consignment of any other consignor even if a particular GRSE consignment goes LTL (less than truck load)
  - It is not necessary that GRSE receives order, from its customer, of material tonnage that is in multiples of 9 /12/18 /20 /25 MT or a combination of 9 /12/15 / 20/25 MT. In such cases, it may happen that the last consignment of a particular order received by GRSE for a particular site may be LTL. In that case, payment will be made only on the actual tonnage loaded / transported.
12. **Transit Period:** Transit time is the period from date of booking to date of arrival of the consignment at Consignee's premises/stores etc. **All the consignments are to be delivered to the consignee within stipulated Transit period as given in Technical Bid from the date of lifting of materials from GRSE DEP Ranchi unit. Transit delay will attract imposition of L.D./risk purchase.**
13. **Transit Insurance:** Transit Insurance will be arranged by GRSE except transportation of documents. Documents (manual, drawings, and relevant papers) have to be handed over



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properly by the transporter. Transporters have to bear total cost of loss/damages of the documents, if any which shall be solely decided by GRSE.

14. **Transshipment:** It is not allowed in normal condition. However, if it is at all necessary approval is to be obtained from GRSE stating the reasons thereof before making transshipment.
15. **Placement of trucks:** Trucks are to be placed within 24 hrs. of intimation over phone/in writing from our end. Any delay in placement of trucks may attract LD/Risk Purchase Clause.
16. Transporters shall be capable of placing at least 2 to 3 trucks within 24 hrs. of intimation (telephonic/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 30 days maximum.
18. **Intimation for Movement of Vehicle:** - The position of the movement of the loaded vehicle after collection of material from GRSE, DEP Ranchi is to be intimated to us at intervals of 2 (Two) days, till safe arrival of the goods to the destination.
19. For transportation of goods GRSE, DEP Ranchi will instruct Transporter time to time for transport the material to the required destination.
20. **Damage/Short Certificate:** Transporters will be fully responsible for safe custody and delivery of consignments. In the event of short delivery/damage of consignments, the Transporter has to issue a Damage/Short Certificate for Insurance claim of loss/damages. Cost of lost/damages of documents (Drawings, manuals etc.), if any, will be compensated in full by the concerned transporter.
21. GRSE's Standard terms & conditions of Purchase will be applicable.
22. **LR COPY:** - Submit the original LR copy immediately with consignee sign after delivery of the materials to customers.
23. **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.
24. **Indemnity Bond:** Successful bidder(s) will have to furnish an Indemnity Bond as per Annexure VII within 7 days of receipt of the rate contract, on Rs 100 non judicial stamp paper.





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**ANNEXURE-II**

**STANDARD TERMS AND 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 Despatch Advice and Transporter's Consignment Note duly acknowledged by the consignee with official seal for proper authentication indicating clearly the date of receipt and details of the material.
- c. In case of Export, related documents as mentioned in clause **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.

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

**3. Submission of Bills by the Firm:** The vendor shall submit bills complete in all respect as relevant in the checklist enclosed (Annexure VI). The entire Consignment note, attached with freight bill must clearly indicate the receiving date by the Consignee with their official seal In case bills are submitted with faulty/incomplete enclosure or inappropriate documents:-

- a. A transaction fee of Rs.500/- will be charged on first return.
- b. And said fees will be twice the amount on second return.

**4. METHOD OF QUOTING:** Rate/MT to be quoted as per the price bid format for Truck and Trailer separately in price bid- Annexure-C. **The quoted rate must include all incidental charges, taxes & duties (if any, other than GST), etc. for the site / destination indicated. GST to be quoted separately in relevant column of price bid.**

**Special note:** If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC of GRSE without any notice.

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

**6. Risk purchase:** In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.



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**7. Price:**

- a) Price bid need to be filled up in given price bid data sheet only. Price quoted will be firm and fixed for **Truck & Trailer** separately mentioned in the Price bid Annexure-C, for the entire contract period till completion of work awarded during valid contract period / for a period of two years. No other attachment regarding price will be allowed. If so, then offer will be treated as cancelled.
- b) L1 bidder will be decided on lowest quoted rate basis for each site / destination.
- c) 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.
- d) The rate/MT quoted by bidder should be inclusive of all incidental charges and taxes & duties (other than GST), etc. The rate/MT should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever, except for price variation clause.
- e) Rate contract will be entered with all the vendors who have quoted L1 rate for one / multiple site(s) / destination(s).
- f) In the case of multiple vendors quoting L1 rate for a particular site(s)/destination (s), rate contract will be entered with all such vendors quoting L1 for that/those particular site(s)/destination (s). In that case, transportation order will be awarded on almost equal division of patronage basis.
- g) In order to have the choice of multiple vendors for the same site(s)/destination (s), counter offer of L1 will be given to those vendors who have quoted L2 and L3 for that particular site (s)/destination(s). Accordingly, rate contract will be entered with the L2 and L3 vendors who agree to counter offer of L1 for that/those particular site(s) / destination(s). However, preference for transportation order will be given to the vendor who has initially quoted L1.
- h) In the event of failure of vendor, who has initially quoted L1, to place trucks as and when required / intimated, job will be offered to other vendor(s) who have agreed to L1 counter offer as above.

**8. Validity of offer:** Offer should remain valid for a period of 180 days from the due date of submission of the tender.

**9. Your offer should come in two parts: -**

Bidder will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet (ANNEXURE-C) only. No other attachment regarding price will be allowed. If so, then offer will be treated as cancelled.

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

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

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



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Website: [www.grse.in](http://www.grse.in)

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- 
- 12. Sub-contracting of sub-contracted job:** - When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.
- 13. Individuality of contract:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.
- 14.** Bids received after due date will not be considered.
- 15. Registration of approved vendor:** The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.
- 16.** If not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name may be liable for de-registration.
- 17. Correction of errors:** Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:
- a) Where there is a discrepancy between the rate in figures and in words, the rate in words will govern.
- 18. Force majeure:**
- a. In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.
- b. In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.
- 19. Arbitration:**
- a. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be



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referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- b. The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- c. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- d. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd. , the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- f. Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- g. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- h. The language of the proceeding shall be in English."

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

1. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
2. The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
3. GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside/Outside the compound of GRSE Ltd.
4. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACTLABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.
5. The Firm engaged in work are required to have registration under the GST.

**21. Termination of contract:** In the event of non-performance of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.



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

**23. Independent External Monitors (IEM) :**

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

|  |   |
|--|---|
| Shri Bam Bahadur Singh<br>Height-7, Flat No.1802, Uniworld City,<br>New Town, Rajarhat,<br>Kolkata 700160<br>Email: <a href="mailto:bbsinghbeml@gmail.com">bbsinghbeml@gmail.com</a> | Shri Pidatala Sridhar, IRS (Retd.),<br>Flat 2C, Kanaka Lakshmi Apartments<br>3-6-467 & 468<br>Street Number-6,<br>Himayatnagar, Hyderabad-500029<br>Email: <a href="mailto:sridharpidatala@gmail.com">sridharpidatala@gmail.com</a> |
|--|---|

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

**ANNEXURE – III**

**DESTINATION AND TRANSIT TIME**

| SL | STATE             | DESTINATION         | TRANSIT PERIOD (in days) |
|----|-------------------|---------------------|--------------------------|
| 1  | ARUNACHAL PRADESH | ITANAGAR            | 12                       |
|    |                   | ZERO                | 16                       |
|    |                   | BOMDILA, BHALUKPONG | 14                       |
|    |                   | TAWANG, LUMIA       | 17                       |
|    |                   | SEPPA (E. KAMENG)   | 17                       |
|    |                   | LAYING-YANGTSE      | 16                       |
|    |                   | TALI                | 16                       |
|    |                   | KIMING              | 16                       |



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|   |       |                               |    |
|---|-------|-------------------------------|----|
|   |       | LEKHABALI                     | 16 |
|   |       | ALONG                         | 16 |
|   |       | BAME                          | 16 |
|   |       | DAPORIJO                      | 16 |
|   |       | NACHO                         | 16 |
|   |       | PASIGHAT                      | 14 |
|   |       | ROING                         | 14 |
|   |       | YINGKIONG                     | 16 |
|   |       | HAWAI                         | 16 |
|   |       | CHANGLANG                     | 16 |
|   |       | KHONSA                        | 16 |
|   |       | KOLORIANG                     | 20 |
|   |       | GULABO NALLAH, HURI AXIS ROAD | 22 |
|   |       | KURUNG KUMEY DISTRICT         | 20 |
|   |       | LIMEKING                      | 18 |
|   |       | ANINI                         | 17 |
|   |       | WALONG                        | 16 |
|   |       | MECHUKA                       | 17 |
|   |       | MANIGONG                      | 18 |
| 2 | ASSAM | TEJPUR                        | 10 |
|   |       | JORHAT                        | 10 |
|   |       | GOLAGHAT                      | 10 |
|   |       | MISAMARI                      | 10 |
|   |       | KORKAJHAR                     | 12 |
|   |       | DHUBURI                       | 12 |
|   |       | BONGAIGAON                    | 12 |





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|   |              |                                       |    |
|---|--------------|---------------------------------------|----|
|   |              | GOPALPARA                             | 12 |
|   |              | BARPETA                               | 9  |
|   |              | GUWAHATI                              | 9  |
|   |              | DISPUR                                | 9  |
|   |              | LAKHIMPUR                             | 10 |
|   |              | SIBSAGAR                              | 10 |
|   |              | DIBRUGARH                             | 10 |
|   |              | SILCHAR                               | 10 |
|   |              | KARIMGANJ                             | 10 |
|   |              | HAFLONG                               | 10 |
|   |              | DINJAN                                | 10 |
|   |              | TINSUKIA                              | 12 |
|   |              | TINSUKIA                              | 12 |
| 3 | BIHAR        | PATNA                                 | 3  |
|   |              | SUPAUL                                | 3  |
|   |              | BHAGALPUR                             | 3  |
|   |              | KATI HAR                              | 3  |
| 4 | CHHATTISGARH | SUKMA, GOLLAPALI                      | 9  |
|   |              | JAGDALPUR, PATTABUNDA, BASTAR         | 11 |
|   |              | KESHKAL, KONDAGAON                    | 11 |
|   |              | KANKER                                | 11 |
|   |              | RAIPUR                                | 9  |
|   |              | KANDARI, KONDAE, FARASGAON, KODEKURSE | 11 |
|   |              | MAHASUMUND                            | 9  |
|   |              | BILASPUR                              | 9  |
|   |              | RAIGARH, KORBA, JANJGIR               | 11 |



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|   |                     |                          |    |
|---|---------------------|--------------------------|----|
|   |                     | BAMETARA, KAWARDHA       | 11 |
|   |                     | DHAMTARI, BALOD          | 11 |
|   |                     | DANTEWADA, BIJAPUR       | 11 |
|   |                     | MOHLA, RAJNANDGAON, DURG | 11 |
| 5 | HIMACHAL<br>PRADESH | KULLU, MANDI             | 12 |
|   |                     | HAMIRPUR                 | 12 |
|   |                     | UNA                      | 12 |
|   |                     | BILASPUR                 | 12 |
|   |                     | CHAMBA                   | 14 |
|   |                     | KYELANG                  | 14 |
|   |                     | RECONG PEO               | 14 |
|   |                     | UDAIPUR                  | 14 |
|   |                     | SHIMLA                   | 12 |
|   |                     | SOLAN                    | 12 |
| 6 | JAMMU & KASHMIR     | KARGIL                   | 16 |
|   |                     | JAMMU                    | 14 |
|   |                     | RAJOURI                  | 14 |
|   |                     | UDHAMPUR                 | 14 |
|   |                     | SRINAGAR                 | 14 |
|   |                     | BARAMULA                 | 14 |
|   |                     | ANANTNAG                 | 14 |
|   |                     | VARINAG                  | 14 |
|   |                     | KISHTWAR                 | 13 |
|   |                     | DURBUK, SHYOK            | 17 |
|   |                     | TURTUK                   | 17 |



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|    |           |  |    |
|----|-----------|--|----|
|    |           | PHOBRANG                               | 17 |
|    |           | RAMBAN                                 | 13 |
| 7  | JHARKHAND | RANCHI, JAMSHEDPUR, CHAIBASA, SARIKELA | 2  |
|    |           | HAZARIBAG                              | 2  |
|    |           | GUMLA, LOHARDAGA                       | 2  |
|    |           | DALTONGANJ, GARHWA                     | 3  |
|    |           | KODERMA                                | 2  |
|    |           | GRIDIH, BOKARO, DHANBAD                | 2  |
|    |           | DEOGHAR, DUMKA                         | 2  |
| 8  | MANIPUR   | IMPHAL                                 | 16 |
|    |           | JIRIBUM                                | 16 |
|    |           | LAMPHELPAT                             | 16 |
|    |           | UKHRUL                                 | 16 |
|    |           | SENAPATI                               | 16 |
|    |           | TAMENGLONG                             | 16 |
|    |           | BISHNUPUR                              | 16 |
|    |           | CHURACHANDPUR                          | 16 |
|    |           | CHANDEL                                | 16 |
|    |           | MOREH                                  | 16 |
| 9  | MEGHALAYA | JOWAI                                  | 14 |
|    |           | SHILLONG                               | 14 |
| 10 | MIZORAM   | AIZAWL                                 | 14 |
|    |           | SELING                                 | 14 |
|    |           | CHAMPHAI                               | 14 |
|    |           | KOLASIB                                | 14 |
|    |           | LUNGLEI                                | 16 |



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|    |          |   |    |
|----|----------|---|----|
|    |          | PUKZING   | 16 |
|    |          | LAWNGTLAI                                       | 16 |
|    |          | CHAWNGTE  | 16 |
|    |          | SAIHA   | 16 |
|    |          | TIPAIMUKH                                       | 14 |
|    |          | TUVAIRIVER                                      | 14 |
| 11 | NAGALAND | DIMAPUR   | 14 |
|    |          | KOHIMA  | 14 |
|    |          | MOKOKCHUNG                                      | 17 |
| 12 | ODISHA   | KORAPUT, POTTANGI, SUNABEDA, LAXMIPUR           | 7  |
|    |          | RAYGADA, NABRANGAPUR                            | 7  |
|    |          | GAJAPATI, PARLAKIMIDI                           | 7  |
|    |          | GANJAM, KHORDHA, NAYAGARH                       | 7  |
|    |          | MALKANGIRI                                      | 7  |
|    |          | JHARSUGUDA, SAMBALPUR, SUNDARGARH, BARAGARH     | 7  |
|    |          | PHULABANI, KANDHAMAL, RAIKIA                    | 7  |
|    |          | NAYAGARH  | 7  |
|    |          | BARIPADA, KARTANJIA, RAIRANGPUR                 | 7  |
|    |          | ANGUL, DHENKANAL, JAJPUR, CUTTACK, BHUBANESHWAR | 7  |
|    |          | KENDUJHARGARH, DEOGARH                          | 7  |
|    |          | BALESHWAR, BHADRAK, KENDRAPARA                  | 7  |
|    |          | PURI, JAGATSINGPUR                              | 7  |
|    |          | NAUPADA, BALANGIR, BAUDH                        | 7  |
|    |          | BHAWANIPATNA, TITLAGARH                         | 7  |



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|        |             |             |    |
|--------|-------------|-------------|----|
| 13     | PUNJAB      | AMRITSAR    | 11 |
|        |             | PATHANKOT   | 11 |
|        |             | CHANDIGARH  | 11 |
|        |             | BHATHINDA   | 11 |
| 14     | SIKKIM      | GANGTOK     | 9  |
|        |             | NAMCHI      | 9  |
|        |             | KOPUP       | 12 |
|        |             | LACHEN      | 12 |
| 15     | TRIPURA     | AGARTALA    | 14 |
|        |             | KHOWAI      | 14 |
|        |             | KHELIARIAT  | 14 |
|        |             | DHARMANAGAR | 14 |
| 16     | UTTARAKHAND | UTTARKASHI  | 12 |
|        |             | GOPESHWAR   | 12 |
|        |             | JOSHIMATH   | 12 |
|        |             | GOVINDGHAT  | 12 |
|        |             | MUNSIYARI   | 12 |
|        |             | NAINITAL    | 12 |
|        |             | BAGESHWAR   | 12 |
|        |             | KAPKOT      | 12 |
|        |             | KAUSANI     | 12 |
|        |             | ROORKEE     | 12 |
|        |             | PITHORAGARH | 12 |
| ALMORA | 12          |             |    |
| PAURI  | 12          |             |    |



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|    |             |   |    |
|----|-------------|---|----|
|    |             | DERADUN   | 12 |
|    |             | MUSSORIE  | 12 |
|    |             | DHARCHULA   | 12 |
|    |             | HARIDWAR, RISHIKESH   | 12 |
|    |             | HALDWANI, RANIKHET  | 12 |
| 17 | WEST BENGAL | HASIMARA, JAIGAON, DINHATA, ALIPUR DUAR                     | 7  |
|    |             | TAMLUK, ADRA, GHATAL, KOLAGHAT, JHARGRAM, KHARAGPUR, HALDIA | 3  |
|    |             | RAJARHAT, BANGAON, TAIKI, KOLKATA                           | 3  |
|    |             | SILIGURI, BIJONBARIL, RAIKI                                 | 7  |
|    |             | DARJEELING  | 7  |
|    |             | KAKDWIP, NAMKHANA, BASANTI                                  | 4  |
|    |             | FARAKKA, BAHARAMPUR   | 4  |
| 18 | NEPAL       | KATHAMANDU  | 12 |
|    |             | BANESHWAR   | 3  |
|    |             | POKHARA   | 3  |
|    |             | SIDDESWAR   | 6  |
| 19 | BHUTAN      | PHUNTSHOLING  | 10 |
|    |             | TRONGSA   | 12 |
|    |             | LANGTHEL  | 12 |
|    |             | THIMPU  | 10 |
|    |             | NAGANGLAM   | 13 |
|    |             | SAMARUP- JONGKHAR   | 13 |
| 20 | DELHI       | DELHI CANTT.  | 6  |
| 21 | GOA         | PANAJI, MARGAO  | 10 |
| 22 | GUJRAT      | GANDHINAGAR   | 9  |





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|    |                |                    |    |
|----|----------------|--------------------|----|
| 23 | KERALA         | THIRUVANANTHAPURAM | 12 |
| 24 | KARNATAKA      | BANGLORE           | 10 |
| 26 | LADAKH (UT)    | LEH                | 10 |
| 27 | MAHARASHTRA    | CHANDRAPUR         | 8  |
|    |                | GADCHIROLI         | 8  |
|    |                | NAGPUR             | 8  |
|    |                | PUNE               | 9  |
|    |                | ALLAPALI           | 8  |
| 28 | MADHYA PRADESH | JABALPUR           | 6  |
|    |                | ITARSI             | 9  |
| 29 | RAJASTHAN      | JODHPUR            | 9  |
|    |                | HANUMANGARH        | 8  |
|    |                | NACHNA             | 10 |
| 30 | TAMILNADU      | CHENNAI            | 9  |
| 31 | TELANGANA      | HYDERAEBAD         | 6  |
|    |                |                    |    |
|    |                |                    |    |



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**ANNEXURE – VI**

**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**



**Garden Reach Shipbuilders & Engineers Limited**  
**DIESEL ENGINE PLANT**

(A Govt. of India Undertaking, Ministry of Defence)  
An ISO 9001-2008 Plant

**Plant Plaza Road, Dhurwa, Ranchi - 834 004**

**CIN - L35111WB1934GOI007891**

**Phone: 2446 134/135/137/139/360/806/851**

**Fax: + (91) 0651-2446895**

Website: [www.grse.in](http://www.grse.in)

Email: [sahoo.anjankumar@grse.co.in](mailto:sahoo.anjankumar@grse.co.in)

[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.



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- 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 take action as per the extant procedure of the company.

**Section 4 – Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to 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



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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



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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.





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- 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 - V**

**FORMAT NO.**

**OS/03/0085**

**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**

**43/46, Garden Reach Road,**

**Kolkata 700 024**

**(GUIDELINES OF BANK GUARANTEE)**

1. Non-Judicial Stamp paper – N.J.S. paper of Rs. 50/- (Rupees Fifty Only) is to be obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 50/- 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.



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3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelope directly to AGM (I/C), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi – 834004. 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 / Nationalized Banks is received in Banker's sealed envelope.
5. 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.
6. Expiry date should be in 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.
7. 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.
8. 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-VI**

**FORMAT FOR BANK GUARANTEE TOWARDS EARNEST MONEY**

**(To be used by all scheduled Banks)**

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/ 46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "the buyer") having agreed to exempt M/s..... (hereinafter called "the party") from the demand, under the terms and conditions contained in the Tender No..... dated ..... (hereinafter called "the Said") of Security Deposit for the due fulfillment by the said party's of the terms conditions contained in the said Tender on production of a Bank Guarantee for (Rs. .... only), we, ..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Buyer an amount not exceeding Rs. .... against any loss of any breach by the said Party of any of the terms and conditions contained in the said Tender.
2. We, ..... Bank ..... do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, ..... Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/ Order and that it shall continue to enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims



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satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms conditions of the said Tender/Order have been fully and properly carried out by the said party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... . We shall be discharged from all liability under this Guarantee thereafter.

4. We, ..... Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/ Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/ Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act of omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We, ..... Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. .... (Rupees ..... only), and that this Guarantee shall remain enforce until its expiry on the ..... (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For ..... Bank Limited.

Dated the ..... day of ..... 2007.



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**ANNEXURE-VII**

**FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT**  
**GUARANTEE BOND**  
**(to be used by all scheduled banks)**

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/ 46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "The Buyer") having agreed to exempt M/s..... having its registered office at ..... (hereinafter called "The Party") from the demand, under the terms and conditions contained in the Tender/ Purchase Order No..... dated ..... (hereinafter called "the said Tender/Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Order, on production of a Bank Guarantee for Rs. .... (Rupees ..... only), we, ..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs. .... against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order.
2. We, ..... Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order or by reason of the Party's failure to perform the said order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, ..... Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the



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performance of the said Tender/ Order and that it shall continue to enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms conditions of the said order have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the ..... we shall be discharged from all liability under this Guarantee thereafter.

4. We, ..... Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/ Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/ Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We, ..... Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. .... (Rupees ... ..) and that this Guarantee shall remain in force until its expiry on the ..... (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For ..... Bank Limited.

Dated the ..... day of .....



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**ANNEXURE - VIII**

**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. | <input type="checkbox"/> |
| 2. | ALL BILL MUST BE SUPPORTED BY CONSIGNMENT NOTE INDICATING THE DATE OF RECEIPT OF THE CONSIGNMENT.  | <input type="checkbox"/> |
| 3. | BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER MUST BE SENT TO FINANCE DEPT. IN BANK'S SEALED ENVELOPE.                           | <input type="checkbox"/> |
| 4. | SECURITY DEPOSIT AS PER ORDER SUBMITTED.   | <input type="checkbox"/> |
| 5. | FORM 83/84 FOR WORKS CONTRACT SUBMITTED.   | <input type="checkbox"/> |
| 6. | SERVICE TAX REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.   | <input type="checkbox"/> |
| 7. | ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.   | <input type="checkbox"/> |



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8. DEDUCTION/ RECOVERY TO BE MADE  
[FOR USE OF BILL CERTIFICATION DEPARTMENT]

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

**ANNEXURE-IX**

INDEMNITY BOND (Draft Format)

- 1 This INDENITY BOND executed this ..... day of .....by .....(Name of the firm/company) having office at ..... P.S- .....hereinafter called the Indemnifier /Contractor (which expression shall, unless excluded by or repugnant to the context ,be deemed to mean and include its successors, administrators, executors and permitted assigns)  
IN FAVOUR OF  
Garden Reach Shipbuilders & Engineers Ltd., a Government of India Undertaking, having its registered office at 43/46, Garden Reach Road, Kolkata-700 024 hereinafter referred to as "GRSE".
- 2 WHEREAS GRSE has awarded to the Contractor a contract for execution of work of .....as detailed in the Contract/ Purchase Order no. ....DT..... entered into between GRSE and the Contractor , relating to .....(hereinafter called " the project ");
- 3 AND WHEREAS it has been desired by GRSE to cover the statutory compliances of the Contractor or its Sub-contractor;
- 4 AND WHEREAS GRSE desires that the Contractor shall execute an Indemnity Bond in favour of GRSE , duly indemnifying GRSE of from and against any or all losses and damages which GRSE may suffer for non-compliance of labour laws by the Contractor or its authorized sub-contractors and also to indemnify and keep GRSE indemnified and hold GRSE harmless, against any claim or claims, loss or damages, action, costs, charges, compensations caused to GRSE, and expenses incurred by GRSE, arising out of safety and security lapses on the part of the Contractor or its authorized sub-contractors in connection with the said project.





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- 5 NOW THIS PRESENTS WITNESSES THAT the Contractor hereby covenants and promises that in connection with the said Project, the Contractor shall take the whole responsibility, if any, in respect of the compliance of labour related payment, PF liabilities towards all employees deployed at site by the Contractor and its authorized sub-contractors in connection with such activities pursuant to the aforesaid contract including other statutory liabilities and liabilities arising out of lapses on account of safety and security measures on the part of the Contractor and its sub-contractors.
- 6 The contractor also undertakes to indemnify and keep GRSE indemnified and hold GRSE harmless arising from any liability or claim or claims loss or damage actions charges and expenses with regard to non-compliance of above statutory labour laws and also to indemnify and keep GRSE indemnified and hold GRSE harmless against any claim or claims , loss or damage, actions, costs, charges, compensations caused to GRSE, and expenses incurred by GRSE, arising out of safety and security lapses on the part of the Contractor or its authorized sub-contractors in connection with the said Project.
- 7 That this Indemnity Bond is irrevocable. If at any time any loss or claim or damage , etc. as mentioned above is caused to GSRE in any manner whatsoever for non-compliances of labour laws and lapses of safety and security measures caused on the part of the Contractor or its sub-contractors, then the Contractor is bound to abide by the order of the appropriate authority or the General Manager (Engineering ) of GRSE, as applicable, as to the assessment of loss or damage and pay the amount of loss or damage or claim to GRSE as assessed above without any demur, dispute, reservation or protest which is prejudice to any other right or remedy that may be available to GRSE against the Contractor under the Contract and under this Indemnity Bond.
- 8 This indemnity bond shall be valid till 36 (thirty six) months from the date of closure of aforesaid contract.
- 9 IN WITNESS WHEREOF, the indemnifier has executed these presents on the Day, Month and Year first mentioned above at .....

(Indemnifier)

{In case of Company or LLP, Common Seal is to be affixed}

Witness:-

1.

2.

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