



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

Registered & Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024  
 Web site वेब: [www.grse.in](http://www.grse.in), CIN सी आई एन: L35111WB1934GOI007891

**NOTICE INVITING TENDER (NIT)**

निविदा आमंत्रण सूचना

**To,**  
**M/s. Larsen & Toubro Limited**

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

|                                         |                                                                                                  |                          |
|-----------------------------------------|--------------------------------------------------------------------------------------------------|--------------------------|
| NIT No निविदा संख्या:                   | <b>SCC/AKD/ST/BALLAST/008/ET-3185</b>                                                            | <b>Dated: 04/04/2025</b> |
| Job Title कार्य का नाम:                 | <b>“Additional Work Package for Fitment of Solid Ballast and Associated Rework for Yd. 3029”</b> |                          |
| Tender issuing Dept. बिभाग द्वारा जारी: | <b>Contract Cell (संविदाबिभाग), GRSE (61 Park)</b>                                               |                          |

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

| <b>SCHEDULE सारणी</b>                                                              |                                                          |                   |
|------------------------------------------------------------------------------------|----------------------------------------------------------|-------------------|
| Bid submission Starting Date निविदा जमा करने की प्रारंभिक तिथि                     | <b>08/04/2025</b>                                        | <b>11:00 Hrs.</b> |
| Tender Due Date निविदा जमा की अंतिम तिथि                                           | <b>11/04/2025</b>                                        | <b>14:00 Hrs.</b> |
| Tender Opening Date (Part I) निविदा खुलने की तिथि<br>(तकनीकी- वाणिज्यिकबोली भाग-I) | <b>12/04/2025</b>                                        | <b>12:00 Hrs.</b> |
| Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी                           | <b>90 days</b> from date of opening of Tender (Part – I) |                   |

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

| <b>FEES / DEPOSITS</b>                                            |                                           |
|-------------------------------------------------------------------|-------------------------------------------|
| Tender Fee निविदा प्रपत्र मुल्य (स्टैंक के परिच्छेद 03 मे उद्धृत) | Not Applicable for this Tender            |
| Earnest Money Deposit (EMD) बयाना राशि जमा                        | Not Applicable for this Tender            |
| Security Deposit (SD) प्रतिभूति                                   | 5% of Work Order Value (inclusive of GST) |
| Liquidated Damages परिनिर्धारित नुकसान                            | 0.5 % per week, Max 5% of unexecuted job  |
| Billing Frequency बिल करने की अवधी                                | On Completion of job                      |

**Note:-** If any vendor other than **M/s. Larsen & Toubro Limited** participates in this tender, then their offer will be **Rejected** outright.

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

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

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

| Self-Attested documents are to be scanned and uploaded with Part I bid<br>ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज |                                                                                         |     |
|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----|
| 1                                                                                                                                             | Valid MSE/NSIC certificate (if any)                                                     | Yes |
| 2                                                                                                                                             | Technical Acceptance Format as available with NIT after being downloaded and filled up  | Yes |
| 3                                                                                                                                             | Commercial Acceptance Format as available with NIT after being downloaded and filled up | Yes |
| 4                                                                                                                                             | Integrity Pact (refer clause 01 of STAC) as per format at <b>Annexure-4</b>             | Yes |

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

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

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

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

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

**(A) Mobilisation Period लामबंदी अवधि-** 03 days from the date of placement of LOA/Purchase Order will be given for commencement of work.

**(B) Job Starting Date कार्य आरम्भ तिथि -** The job has to be commenced immediately after mobilisation as per instruction of PMT Chennai.

**(C) Job Completion date कार्य समाप्ती तिथि-** The job has to be completed within 01 month from the date of commencement as per instruction of PMT Chennai.

**(D) Place of Work -** In the premises of M/s. Larsen & Toubro Limited.

#### **ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -**

Job is to be carried out strictly as per **SOTR** (SOTR No: **PS/CDO/ASWSWC/01**) at **Annexure 1**, Drawings, GRSE requirement and in case of doubt, instructions of HOD of PP&C dept./ PMT Chennai/ their nominated representative are to be followed.

**ARTICLE 8 अनुच्छेद-8: GUARANTEE & WARRANTY गारंटी एवं वारंटी –** (for Workmanship & Supplied Material by Contractor): The period of guarantee / warranty of the vessel will be 12 months from the respective date of successful completion of the full work package the ship as per PO and acceptance/possession of vessel at GRSE/Indian Navy with satisfactory performance in the opinion of GRSE/Indian Navy.

Any faulty work carried out by the Contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure by Contractor to meet the ship's programme, outstanding deficiencies shall be rectified by GRSE through any party to be appointed by GRSE and all costs of such work incurred by GRSE shall have to be borne by the Contractor and the Contractor shall pay such amount within 30 days from the date of demand by GRSE.

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

#### **ARTICLE 9 अनुच्छेद-9: PRICE मूल्य –**

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period. Price is to be quoted considering all Taxes & duties except GST. GST is to be indicated separately in the Price Bid and will be paid extra as per ruling rate. No escalation whatsoever will be considered under any circumstances within the valid tenure of contract.

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

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

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

Offer should be valid for **90 days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 90 days against valid reason.

**ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -**

Conditional offers w.r.t. this tender shall not be accepted.

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

**Not Applicable** as the job will be awarded to **M/s. Larsen & Toubro Limited** only.

**ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -**

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

BOQ as per SOTR is given below:

| SI  | Scope of Work – Yard 3029                                                                                                                                                     | QTY | UoM |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 1.  | Solid Ballast securing arrangement along with necessary fittings (angles, lugs etc.)                                                                                          | 1   | LS  |
| 2.  | PESO certification for FO TANK 1&2                                                                                                                                            | 1   | LS  |
| 3.  | Blasting & Painting of CI Bricks                                                                                                                                              | 1   | LS  |
| 4.  | Painting of Tanks (BW TANK 1 & 2)                                                                                                                                             | 1   | LS  |
| 5.  | Surface Prep and Painting of Foxle (Deck-10) & touchups wherever applicable                                                                                                   | 1   | LS  |
| 6.  | Docking and Undocking of the Ship                                                                                                                                             | 1   | LS  |
| 7.  | Painting of additional Boot Topping area                                                                                                                                      | 1   | LS  |
| 8.  | Additional work of u/w cleaning                                                                                                                                               | 1   | LS  |
| 9.  | Conduct of Inclining experiment & Dry ship survey                                                                                                                             | 1   | LS  |
| 10. | Deck preservation of 05 compartments (Deck-30) - Baggage room, Hydrophore compartment room, Lobby and Store prior commencement of hot work & fitment of Solid ballast weights | 1   | LS  |
| 11. | APT of 02 Ballast tanks (BW -1 &2) & 02 FO tanks (FO -1 &2)                                                                                                                   | 1   | LS  |

NB: i) UOM = Unit of Measurement, ii) LS = Lump sum, Details as per SOTR

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

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

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

**ARTICLE 18 अनुच्छेद-18: ASSESSMENT OF VENDORS AND DISTRIBUTION OF JOBS TO MULTIPLE BIDDER विक्रेताओं का आंकलन एवं विविध बोली लगाने वालों में कार्य वितरण -** Not Applicable as the job will be awarded to **M/s. Larsen & Toubro Limited**.

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

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

1. Before submitting a bid, **M/s. Larsen & Toubro Limited** expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept.in writing, not less than 02 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
4. GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
5. Generally, Contractor will assume all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Occupational Health & Safety rules, regulations, procedures and guidelines when performing work in the facility or site.
6. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 02 calendar days from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
7. **Independent External Monitors (IEM) आई. ई. एम. :** Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

(A) Shri Lov Verma, IAS (Retd.),  
Independent External Monitor  
Email: [lov\\_56@yahoo.com](mailto:lov_56@yahoo.com)

(B) Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL  
Independent External Monitor  
Email: [debashis9999@gmail.com](mailto:debashis9999@gmail.com)

8. **Integrity Pact समग्रता अनुबंध:** – The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of Integrity Pact is enclosed with tender document (**refer Annexure-4**). The “Integrity pact on Govt. issued Stamp paper of Rs. 100 duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (Sl.No.-1) in GRSE website]
9. Job is to be carried out as per SOTR and instruction of the Engineer in-charge /his nominated representative.
10. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
11. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during TNC, failing which the processing of bid will not be taken further.
12. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%. As a part of National Mission of *Swachh Bharat*, GRSE has adopted *Swachh GRSE* and maintaining cleanliness of work area is an essential pre-requisite.
13. Bidder has to declare, in what capacity he is participating in the tender viz PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship Organization, Partnership firm, Joint Venture etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
14. A Bidder is allowed to submit only one Bid under any capacity / status.
15. Difficulty in submitting the bid:
  - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from **Mr. Vasamasetti.Bharath, Mgr. (PP&C)/ Main Unit, Mobile No. +91 76040 74935, e-mail: [Vasamasetti.Bharath@grse.co.in](mailto:Vasamasetti.Bharath@grse.co.in), Mrs. KumKum Roy Chowdhury, AGM(PP&C), Mobile No: 7596094147.**
  - b. Any query/difficulty in understanding of Commercial Terms may be got clarified from and **Mr. Ashim Kumar Dey, SM (Contract)/ 61 Park Unit, Mobile No. 75960 23717, e-mail: [Dey.Ashimkumar@grse.co.in](mailto:Dey.Ashimkumar@grse.co.in)** prior to submission of offer.
  - c. Any difficulty in submitting / uploading of e-tender or for any system help **Mr. Saraswata Palit, SM (GRSE E-PROCUREMENT), e-mail/ [Palit.Saraswata@grse.co.in](mailto:Palit.Saraswata@grse.co.in)** / GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
16. **E-mail Address for communicationसंचार हेतू ई. मेल पता:** Vendor to provide e-mail address to enable faster communication.



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

- a) **M/s. Larsen & Toubro Limited** can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged.
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in E-Procurement portal <https://eprocuregrse.co.in>; NIT document can also be downloaded from GRSE website <http://www.grse.in/index.php/tender.html>. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned.
- e) In case **M/s. Larsen & Toubro Limited** does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE website only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- i) AMENDMENT OF TENDER DOCUMENT
  - i. Before the deadline for submission of the tender, the Tender Document may be modified by GRSE Ltd. by issue of addendum/corrigendum.
  - ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document **M/s. Larsen & Toubro Limited** is advised to see the website for addendum/ corrigendum to the tender document which may be uploaded within the deadline for submission of Tender as finally stipulated.
  - iii. To give **M/s. Larsen & Toubro Limited** reasonable time to consider the addendum/ corrigendum into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

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

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

1. **M/s. Larsen & Toubro Limited** failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the Tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. **M/s. Larsen & Toubro Limited** not agreed for the fixed price till the validity of the tender or have quoted the variable price.
8. **M/s. Larsen & Toubro Limited** not agreeing for furnishing of the required Security Deposit (SD).
9. **M/s. Larsen & Toubro Limited** submitted false/incorrect documents etc.
10. **M/s. Larsen & Toubro Limited** submitted **PRICE** along with Techno-Commercial Bid.

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

### A. Security Depositप्रतिभूति जमा -

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

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

WDC shall be issued by CGM (PP &C) or his nominated Officer/PMT Chennai, GRSE to M/s. Larsen & Toubro Ltd. on the basis of site work completion and inspection report as applicable. The Contractor shall submit the said WDC along with their invoice to GRSE for facilitating release of payments. GRSE shall not be liable to release payments till such time WDC is submitted to GRSE with their Invoice. Non-submission of WDC with the Invoice shall be considered as non-performance on the part of the Contractor.

### C. Bill Submission बिल प्रस्तुति:

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

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



#### **D. Payment Terms भुगतान की शर्तें:**

- a. The 90% bill amount with full GST will be paid on completion of job within 30 days of receipt of bill (in 03 copies) duly certified by Bill Certifying Authority & supported with satisfactory Work Done Certificate duly certified by WDC certifying Authority. Amounts recoverable from contractor, if any, is to be adjusted from the bill as per certification of Bill Certifying Authority.
- b. Balance 10% of the bill amount will be released after expiry of guarantee period on certification by Bill Certifying Authority or on submission of Performance Bank Guarantee of 10% of the value of Purchase Order valid for a period of 60 days beyond the expiry of Guarantee period.
- c. For release of this 10% retention money either after guarantee period or on submission of PBG, the PBG release application to be submitted to Contract Cell duly certified by HOD of PP & C Dept. after expiry of guarantee period.
- d. **Bill Certifying Authority:** CGM (PP&C)/ AGM (PP&C)/ their nominated representative.

#### **E. Liquidated Damages निर्णीत हर्जाना -** The vendor will be liable to pay minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work subject to a maximum of 5 % of the value of the order for delayed part. The amount of L.D. may be adjusted or set-off against any sum payable to the Contractor under this Contract.

#### **F. Risk Purchase: - जोखिम खरीद -**

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

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

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

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

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

#### **I. Mandatory use of ISI marked PPE by Contractor Employees: -** The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

#### **LIST OF PPES**

| Sl. No. | Name of PPE                                                   | Standard                                                                                                                                                                             |
|---------|---------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (a)     | Safety Helmet                                                 | IS: 2925 / EN 397.                                                                                                                                                                   |
| (b)     | Safety Footwear                                               | IS 15298 / EN ISO 20345                                                                                                                                                              |
| (c)     | Safety Goggles                                                | ANSI Z87.1 / EN166.                                                                                                                                                                  |
| (d)     | Ear Plug                                                      | IS: 9167/ EN 352                                                                                                                                                                     |
| (e)     | Hand Gloves                                                   | (i) IS 4770 for electrical work<br>(ii) EN 420 for general requirement<br>(iii) EN 388 for mechanical hazard<br>(iv) IS:6994 / EN 407 for heat applications (gas cutting / welding). |
| (f)     | Welding Fume Respirator & Dust mask                           | IS: 9473 / EN: 149                                                                                                                                                                   |
| (g)     | Double lanyard Safety Belt & harness, automatic fall arrestor | IS: 3521                                                                                                                                                                             |
| (h)     | Cotton Boiler Suit Cloth                                      | IS: 177 - 1989 (Amended up to date), Variety 3                                                                                                                                       |

**Note:** Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

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

#### **ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BIDबिड की पेशी –**

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

**Ashim Kumar Dey**  
**SM (Contract), Contract Cell**  
**Garden Reach Shipbuilders & Engineers Limited**  
**61 Park Unit, 61, Garden Reach Road, Kolkata – 700 024**  
**Mobile: +91 75960 23717**  
**Mail Id: [Dey.Ashimkumar@grse.co.in](mailto:Dey.Ashimkumar@grse.co.in)**

|                                                                                                                  |                                                                                                                                                               |                                                   |
|------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| <div>GRSE LTD.</div> <div></div> | <div>SCOPE OF WORK FOR<br/>ADDITIONAL WORK PACKAGE<br/>FOR FITMENT OF SOLID<br/>BALLAST AND ASSOCIATED<br/>REWORK - YARD 3029 AT L&amp;T<br/>KATTUPALLI</div> | <div>DATE: 03.04.2025</div> <div>Annexure-1</div> |
| <div>YARD: 3029</div>                                                                                            |                                                                                                                                                               | <div>REF NO: PS/CDO/ASWSWC/01</div>               |
| <div>PREPARED BY:<br/>DM(D)(HO) &amp;<br/>MGR(D)(H)</div>                                                        |                                                                                                                                                               | <div>SHEET NO.: 1 OF 3</div>                      |
|                                                                                                                  |                                                                                                                                                               | <div>CHECKED BY: AGM(DESIGN)</div>                |

**1. Introduction.** Garden Reach Shipbuilders & Engineers Ltd (GRSE), has been awarded the contract for construction of 08 Anti-Submarine Warfare Shallow Water Craft (ASW SWC) by the Indian Navy. Four vessels of ASWSWC project are being constructed at M/s L&T, Kattupalli. View stringent timeline for delivery, lead time for tendering/ constructing and lead time for procurement of material, the construction of ships is off loaded to M/s L&T. Contract has been signed with M/s L&T for delivery of four ASWSWC ships after CST/FMT.

**2. Background.** Comprehensive construction work for four vessels (Yards 3029, 3030, 3031 and 3032) was offloaded to M/s L&T. As is common in shipbuilding process, design modifications were implemented post completion of certain works onboard the vessels due to design improvements for better system performance, revisions made after onboard work completion or evolving requirements identified during construction. During various stages of Inclining Experiment, Re-model testing and Stability assessments, it is observed that additional solid ballast weights approx. 50 Tons is required to be placed in various locations for meet all NES -109 stability criteria of the vessel's stability. It resulted in necessary reworks and scope changes for Yard 3029 (ASWSWC-1).

**3. Scope of work** description of partner shipyard's scope of work for Solid ballast arrangement as tabulated below:

| S.I. | Scope of Work – Yard 3029                                                            | QTY | UoM | Description                                                                                                                                                                                                                                                                                                                                     |
|------|--------------------------------------------------------------------------------------|-----|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.   | Solid Ballast securing arrangement along with necessary fittings (angles, lugs etc.) | 1   | LS  | Standard CI Bricks (260 mm x 130 mm x 130 mm ~ 33 Kgs) shall be taken inside the vessel safely and ensuring precautions, no damage to nearby fitted equipment, items, paints, doors, hatches & no deck undulation. The CI bricks in stacks to be secured as per Shipbuilding practices and GRSE drawings: GC803000011, GC803000015, GC803000014 |
| 2.   | PESO certification for FO TANK 1&2                                                   | 1   | LS  | The necessary activities for tanks preparations for according PESO approval to be done post fitment of CI bricks in FO Tanks -1 &2                                                                                                                                                                                                              |
| 3.   | Blasting & Painting of CI Bricks                                                     | 1   | LS  | Prior onboarding the CI Bricks to the designated places inside the vessel, All CI Bricks except those are being fitted in FO Tanks are to be blasted & painted for the necessary preservation of the bricks.                                                                                                                                    |
| 4.   | Painting of Tanks (BW TANK 1 & 2)                                                    | 1   | LS  | The Ballast Water tanks shall be surface prepared and painted as per approved Paint scheme, post completion of hot work and securing of CI Bricks, cleaning & APT                                                                                                                                                                               |
| 5.   | Surface Prep and Painting of Foxle (Deck-10) & touchups wherever applicable          | 1   | LS  | The applicable surface preparation and painting to be done of Foxle (Deck-10) and touch ups wherever required post completion of fitment of fitment of solid ballast.                                                                                                                                                                           |

|                                                                                                   |                                                                                                                                                           |                                                  |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| <b>GRSE LTD.</b>  | <b>SCOPE OF WORK FOR<br/>ADDITIONAL WORK PACKAGE<br/>FOR FITMENT OF SOLID<br/>BALLAST AND ASSOCIATED<br/>REWORK - YARD 3029 AT L&amp;T<br/>KATTUPALLI</b> | DATE: 03.04.2025<br><b>Annexure-1</b>            |
| YARD: 3029                                                                                        |                                                                                                                                                           | REF NO: PS/CDO/ASWSWC/01                         |
| PREPARED BY:<br>DM(D)(HO) &<br>MGR(D)(H)                                                          |                                                                                                                                                           | SHEET NO.: 2 OF 3<br><br>CHECKED BY: AGM(DESIGN) |

| S.I. | Scope of Work – Yard 3029                                                                                                                                                     | QTY | UoM | Description                                                                                                                                                                                                                                                                                                                                                                                  |
|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 6.   | Docking and Undocking of the Ship                                                                                                                                             | 1   | LS  | The Vessel shall be docked as per approved Trestle Plan prior performing hot work in underwater hull                                                                                                                                                                                                                                                                                         |
| 7.   | Painting of additional Boot Topping area                                                                                                                                      | 1   | LS  | The existing above water paint scheme on approx. 65 square-meter surface shall be precisely removed and surface preparation & application of 65 sq.-m underwater (boot topping) paint scheme.<br>The marking of the Upper boot topping shall be done post levelling of the vessel on trestles                                                                                                |
| 8.   | Additional work of u/w cleaning                                                                                                                                               | 1   | LS  | The underwater dry survey to be conducted and necessary cleaning, painting, markings (touch ups) to be done                                                                                                                                                                                                                                                                                  |
| 9.   | Conduct of Inclining experiment & Dry ship survey                                                                                                                             | 1   | LS  | The Inclining Experiment, Ship's Lightship survey to be performed post completion of all activities and Undocking of the vessel                                                                                                                                                                                                                                                              |
| 10.  | Deck preservation of 05 compartments (Deck-30) - Baggage room, Hydrophore compartment room, Lobby and Store prior commencement of hot work & fitment of Solid ballast weights | 1   | LS  | Approx. 15 tons of solid ballast weights will be placed and secured in Baggage Room, Lobby, Store & Hydrophore tank room (deck -30) which are the tank tops of F.W. Tank -2 and F.W. Tank-3.<br><br>Deck covering underlay (without top coat) conforming to NCD 3717, Issue 4, Rev 1, 2017 in the tank top locations in respective compartment in order to preservation of tank tops & DADO. |
| 11.  | APT of 02 Ballast tanks (BW -1 & 2) & 02 FO tanks (FO -1 & 2)                                                                                                                 | 1   | LS  | The APT of 04 tanks (BW -1 & 2, FO – 1 & 2) shall be performed post completion of solid ballast securing arrangement                                                                                                                                                                                                                                                                         |

Any other activity which pertains to arrangement of solid ballast shall be undertaken by partner shipyard.

#### 4. GRSE's scope of supply

- (a) Drawings and guidance for undertaking the work.
- (b) Material – CI Bricks (260mm x 130mm x 130 mm)

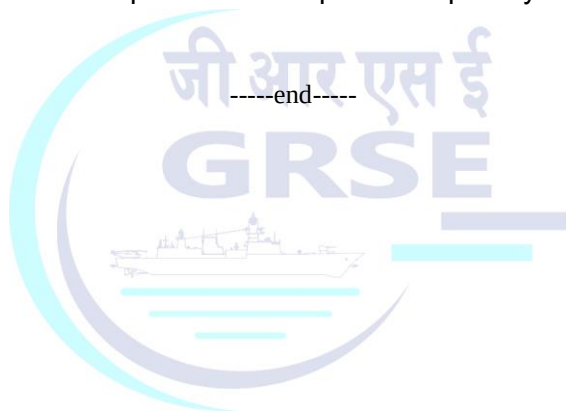
#### 5. Method of Quoting

| SI | Scope of Work – Yard 3029                                                            | QTY | UoM |
|----|--------------------------------------------------------------------------------------|-----|-----|
| 1. | Solid Ballast securing arrangement along with necessary fittings (angles, lugs etc.) | 1   | LS  |
| 2. | PESO certification for FO TANK 1&2                                                   | 1   | LS  |
| 3. | Blasting & Painting of CI Bricks                                                     | 1   | LS  |

|                                                                                                   |                                                                                                                                                           |                                                 |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
| <b>GRSE LTD.</b>  | <b>SCOPE OF WORK FOR<br/>ADDITIONAL WORK PACKAGE<br/>FOR FITMENT OF SOLID<br/>BALLAST AND ASSOCIATED<br/>REWORK - YARD 3029 AT L&amp;T<br/>KATTUPALLI</b> | DATE: 03.04.2025<br><b>Annexure-1</b>           |
| YARD: 3029                                                                                        |                                                                                                                                                           | REF NO: PS/CDO/ASWSWC/01                        |
| PREPARED BY:<br>DM(D)(HO) &<br>MGR(D)(H)                                                          |                                                                                                                                                           | SHEET NO.: 3 OF 3<br><br>CHECKED BY: AGM(DSIGN) |

| SI  | Scope of Work – Yard 3029                                                                                                                                                     | QTY | UoM |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----|
| 4.  | Painting of Tanks (BW TANK 1 & 2)                                                                                                                                             | 1   | LS  |
| 5.  | Surface Prep and Painting of Foxle (Deck-10) & touchups wherever applicable                                                                                                   | 1   | LS  |
| 6.  | Docking and Undocking of the Ship                                                                                                                                             | 1   | LS  |
| 7.  | Painting of additional Boot Topping area                                                                                                                                      | 1   | LS  |
| 8.  | Additional work of u/w cleaning                                                                                                                                               | 1   | LS  |
| 9.  | Conduct of Inclining experiment & Dry ship survey                                                                                                                             | 1   | LS  |
| 10. | Deck preservation of 05 compartments (Deck-30) - Baggage room, Hydrophore compartment room, Lobby and Store prior commencement of hot work & fitment of Solid ballast weights | 1   | LS  |
| 11. | APT of 02 Ballast tanks (BW -1 & 2) & 02 FO tanks (FO -1 & 2)                                                                                                                 | 1   | LS  |

6. **Inspection** – OEM/CLASS/WOT/GRSE as per approved QAP, if applicable.
7. **Work done certificate** – WDC will be signed by CGM(PP&C) or his nominated officer on the basis of on-site work completion and inspection report by Partner Shipyard's QC.



## ANNEXURE-4

### INTEGRITY PACT

This Integrity Pact Agreement is executed this .....Day of .....2025.

Between

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

and

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

### Preamble

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

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

### Section 1- Commitments of the Principal

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

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

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



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

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

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

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

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

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

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

### Section 4- Compensation for Damages.

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

### Section 5- Previous Transgression

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

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

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

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

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

## Section 8- Independent External Monitor/Monitors

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

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

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

#### Section 9- Pact Duration:

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

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

#### Section 10- Other provisions:

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

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

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

(For & On behalf of the Principal)

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

Place .....

Place.....

Date .....

Date.....

Witness 1

(Signature, Name & Address)

Witness 2

(Signature, Name & Address)