

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	31-07-2025 12:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	31-07-2025 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Defence
विभाग का नाम / Department Name	Department Of Defence Production
संगठन का नाम / Organisation Name	Garden Reach Ship Builders And Engineers Limited (grse)
कार्यालय का नाम / Office Name	*****
कुल मात्रा / Total Quantity	6
वस्तु श्रेणी / Item Category	Launching_1 , Launching_2 , Launching_3 , Launching_4 , Launching_5 , Launching_6
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Launching/Erection job of 140 feet span TDR extra wide single lane galvanized Bailey Bridge (70R loading) with 01 year maintenance, Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance., Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance., Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance., Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance., Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.

बिड विवरण/Bid Details	
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Searched String: Launching/Erection job of 140 feet span TDR extra wide single lane galvanized Bailey Bridge (70R loading) with 01 year maintenance Category not available on GeM for the text string uploaded by the buyer Searched String: Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance. Category not available on GeM for the text string uploaded by the buyer Searched String: Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance. Category not available on GeM for the text string uploaded by the buyer Searched String: Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance. Category not available on GeM for the text string uploaded by the buyer Searched String: Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance. Category not available on GeM for the text string uploaded by the buyer Searched String: Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance. Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Metal Frame
बीओक्यू शीर्षक /BOQ Title	Launching of EW BB and SLMSB to Various location in India
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	150 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Annual Turnover *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय-सीमा बढ़ाने के लिए आवश्यक न्यूनतम सहभागी विक्रेताओं की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
विगत प्रदर्शन /Past Performance	80 %
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Launching_1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
अनुमानित बिड मूल्य /Estimated Bid Value	31563000
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation/
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	24

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी / Beneficiary :

SM(BB)

West Bengal, Department of Defence Production, Garden Reach Ship Builders and Engineers Limited (GRSE),
Ministry of Defence
(Hilikeswar Debbarma)

विभाजन/Splitting

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	AS PER NIT

Reserved for Make In India products

Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM of the product offered in the bid {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts and delivery

acceptance certificates like CRAC to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

मूल्यांकन विधि(मदवार मूल्यांकन विधि) / **Evaluation Method** (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

मूल्यांकन अनुसूचियां / Evaluation Schedules	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	3528000	Launching_1	1
Schedule 2	5607000	Launching_2	1
Schedule 3	5607000	Launching_3	1
Schedule 4	5607000	Launching_4	1

Schedule 5	5607000	Launching_5	1
Schedule 6	5607000	Launching_6	1

Launching_1

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	30

Launching_2

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	30

Launching_3

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	30

Launching_4

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	30

Launching_5

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	60

Launching_6

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	*****	*****Kolkata	1	60

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up

to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

GeM Bid NO:GEM/2025/B/6475832 Dated 21 July'2025

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Job Title: Launching jobs of extra wide Bailey Bridges and single lane modular steel Bridges at various project sites located in India.

Tender issuing Deptt.: Bailey Bridge Division, 61 Park Unit.

Nominated/ Developed GRSE Vendors:

- (a). M/s. Saifi Constructions
- (b). M/s. Ramaa Engineering

Note:

- 1) Any other response that is not in line with nomination mention herein will be summarily rejected.
- 2) Difficulty in submitting the bid, any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from "Senior Manager, Bailey Bridge Deptt., 61 Park, E-mail: debbarma.hilikeswar@grse.co.in, Mobile No.+91 7605055731 prior to submission of offer.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum

issued by DPIIT in this regard.

2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms

of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

61, Garden Reach Road

Phone दूरभाष: 033 2469-7164, Extn. बिस्तार 325, FAX फैक्स: 033-2469-1400

Web siteवेब: www.grse.in, E-Mailई मेल: debbarma.hilikeswar@grse.co.in

CIN सी आई एन: L35111WB1934GOI007891

GeM PORTAL TENDER

NOTICE INVITING TENDER (NIT)

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

GeM Bid NO:GEM/2025/B/6475832 Dated 21 July'2025

Job Title: Launching jobs of extra wide Bailey Bridges and single lane modular steel Bridges at various project sites located in India.

Tender issuing Deptt.: Bailey Bridge Division, 61 Park Unit.

Nominated/ Developed GRSE Vendors:

- (a). M/s. Saifi Constructions
- (b). M/s. Ramaa Engineering

Note:

- 1) Any other response that is not in line with nomination mention herein will be summarily rejected.
- 2) Difficulty in submitting the bid, any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from "Senior Manager, Bailey Bridge Deptt.,61 Park, E-mail: debbarma.hilikeswar@grse.co.in, Mobile No.+91 7605055731 prior to submission of offer.

ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE	
Tender Due Date	As per mentioned in GeM Bid document
Tender Opening Date (Part-I)	As per mentioned in GeM Bid document
Offer Validity Period minimum	As per mentioned in GeM Bid document

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES/ DEPOSITS	
Security Deposit (SD)	5% of Order Value.
PBG	10% of Order Value.
Liquidity Damage	½% per week or part thereof subject to max. 5% of the total value of the order.
Billing Frequency	As per terms and condition mentioned.
Evaluation of lowest Bidder (L-1)	As per mentioned in GeM Bid document

ARTICLE 3: ANNEXURES FORMS PART OF THIS GeM TENDER

CLAUSES ENCLOSED FORMING PART OF THIS e-TENDER	
Annexure - I	Statement of Technical Requirement (SOTR) and Special Terms and Conditions for Bridge Launching job
Annexure - II	GRSE Standard Terms and Conditions (STAC) (please download from www.grse.in)
Annexure - III	Format for Bank Guarantee Format for SD and PBG (please download from www.grse.in)
Annexure - IV	Format for Integrity Pact (enclosed with NIT)

ANNEXURE - I

(SOTR) AND SPECIAL TERMS AND CONDITIONS (FOR BRIDGE LAUNCHING JOB)

CLAUSE NO. 1.0: DESCRIPTION OF WORK

- 1.1. **Work detail No.1:** Launching/Erection job of 140 feet span TDR extra wide single lane galvanized Bailey Bridge (70R loading) with 01 year maintenance.
- 1.2. **Project site:** Bhangarpar, Silchar Assam
- 1.3. **Completion time:** 30 days
- 1.4. **Weight:** 110.75 MT approx.
- 1.5. **Qty.:** 1 AU
- 1.6. **Work detail No.2:** Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.
- 1.7. **Project site:** near Jammu, J&K (UT)
- 1.8. **Completion time:** 30 days
- 1.9. **Weight:** 176.83 MT approx.
- 1.10. **Qty.:** 01 AU
- 1.11. **Work detail No.3:** Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.
- 1.1. **Project site:** near Jammu, J&K (UT)
- 1.2. **Completion time:** 30 days
- 1.3. **Weight:** 176.83 MT approx.
- 1.4. **Qty.:** 01 AU
- 1.5. **Work detail No.4:** Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.

- 1.6. **Project site:** near Silchar, Assam
- 1.7. **Completion time:** 30 days
- 1.8. **Weight:** 176.83 MT approx.
- 1.9. **Qty.:** 01 AU
- 1.10. **Work detail No.5:** Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.
- 1.11. **Project site:** near Roing, Arunachal Pradesh
- 1.12. **Completion time:** 60 days
- 1.13. **Weight:** 176.83 MT approx.
- 1.14. **Qty.:** 1 AU
- 1.15. **Work detail No.6:** Launching/Erection job of 200 feet span TDR1 extra wide single lane galvanized Modular Steel Bridge (70R loading) with 01 year maintenance.
- 1.16. **Project site:** near Gangtok, Sikkim
- 1.17. **Completion time:** 60 days
- 1.18. **Weight:** 176.83 MT approx.
- 1.19. **Qty.:** 1 AU

CLAUSE NO. 2.0: JOB EXECUTION SCHEDULE

- 2.1. **Mobilisation Period:** Mobilization of resources to be completed within 07 days from the date of LOA/PO/letter issued by GRSE for commencement of the job whichever is later. Purchase Order will be issued Bridge wise.
- 2.2. **Completion time:** Job is to be completed within stipulated time period as stated above from the date of handing of the site by written communication from Engineer in-charge/HOD of respective project/Department/Unit for the Bridge. Timely execution of the job is the essence of the contract.
- 2.3. **Job Starting Date:** Job is to be started as per requirement of GRSE in consultation with In-charge GRSE of 61 Park Unit.
- 2.4. **Place of Work & Facilities:** The work has to be carried out by the Vendor at different Project locations in India and as per the scope of work mentioned in the SOTR.

CLAUSE NO. 3.0: TENURE OF CONTRACT

- 3.1. Quoted price to be valid for a period of 24 months from the date of LOA/PO by GRSE.

CLAUSE NO. 4.0: JOB EXECUTION

- 4.1. Job is to be carried out strictly as per SOTR/Standard procedure and in case of doubt, instructions of the Engineer in-charge are to be followed, safety process of Erection/Launching of Std. Width Bridges and Single Lane Modular Steel Bridges process to be followed.

CLAUSE NO. 5.0: Vendor shall receive the Bridge materials for launching/erection job and ensure its safe storing until handing over of Bridge to the Customer.

CLAUSE NO. 6.0: Completion certificate of the above job must be obtained by Vendor from the Customer/ GRSE.

CLAUSE NO. 7.0: Vendor must report at the site to the Customer within 07 days from the date of handing of the site by written communication from Engineer In-charge/HOD of respective project/ Department/Unit for the Bridge failing which LD Clause shall be applicable. Erection work will commence immediately on urgent basis.

CLAUSE NO. 8.0:

8.1.1. Welding machines, consumables lighting and other arrangements if any shall be arranged by the Vendor at their Cost.

8.1.2. Electricity/DG sets for welding to be arranged by the Vendor at their Cost.

CLAUSE NO. 9.0: All necessary tools tackles, equipments etc. for the Bridge launching/erection work, if any, are to be arranged by the Vendor **at his cost**.

CLAUSE NO. 10.0: Launching nose and gear components shall be provided by GRSE based on span of Bridge to be erected/launched.

CLAUSE NO. 11.0: Vendor must ensure adhering to all the statutory norms, rules & regulations during the work including norms regarding their workmen engaged for the job. Vendor has to indemnify GRSE and Indemnity Bond/BG has to be submitted before actual execution (it is must, failing which P.O. will be terminated.). Vendor has to indemnify, and keep GRSE indemnified, and hold GRSE harmless, against any claim or claims, loss or damage, actions, costs, charges and expenses whatsoever which may be brought or made against or sustained or incurred by GRSE, (and whether paid by GRSE or not), or which GRSE may become liable as a consequence of non-compliance of statutory norms etc. or omission or inaction on the part of the Vendor to follow such statutory norms, etc.

CLAUSE NO. 12.0: Vendor has to ensure to take necessary safety measures for their workmen during work. Vendor has to take worker's compensation policy from any Insurance Company and submit to GRSE within **07** days of placing LOA/PO whichever is earlier (It is must & failing which P.O. will be terminated without giving any notice.) and the same has to remain valid till completion of work or up to stay at site whichever is later. Vendor shall remain solely responsible for the safety and security of their workmen at site during work and has 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 Erector.

CLAUSE NO. 13.0: Arrangement of Safety, stay, light, to & fro movement etc. for Erection/ launching team is to be arranged by the Vendor at their cost.

CLAUSE NO. 14.0: Vendor should have experience in Modular Steel Bridges Erection and launching job and should depute technical personnel having similar experience (at least one Engineer at site for supervision of the work).

CLAUSE NO. 15.0: List of Manpower of the Vendor is to be submitted after placing of LOA/ Purchase Order before commencement of work.

CLAUSE NO. 16.0: Proper videography along with photographs to done from the start to end date for launching of Bridge and same to be submitted to GRSE.

CLAUSE NO. 17.0:

- 17.1. The Contractor shall take out a composite and comprehensive Contractor All Risk (CAR) Policy with an Insurance Regulatory and Development Authority (IRDA) registered insurance company(s) for the total erected value of the Facilities of contract (including value of free supplies, erection & commissioning) with completion period of 3 months and with additional cover for Third Party Liability (TPL) not less than 10% of the total project cost, Earthquake and Terrorism risk and including 12 months Defect Liability (DL) period cover. Such CAR policy should be for period from date the project material reaches at project site and continues seamlessly till completion of project and issuance of handing over Certificate by Principal/Principal Contractor. Garden Reach Shipbuilders & Engineers Ltd. as the beneficiary shall be incorporated on the face of the CAR policy. The Contractor shall be the proposer of the insurance who shall bear all cost relating to such insurance.
- 17.2. The contract shall also take an appropriate Workman Compensation (WC) Policy for the entire work-force deployed for erection of project stating the name/place of project and such WC policy should be handed over to Garden Reach Shipbuilders & Engineers Ltd by the Contractor”.

CLAUSE NO. 18.0: GURANTEE & WARRANTEE

- 18.1. Workmanship will be guaranteed for satisfactory performance for a period of **24** months from the date of commissioning/Launching/final inspection clearance of the Product/Job (Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub-contractor to meet the programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the subcontractor).
- 18.2. During guarantee/warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

CLAUSE NO. 19.0: MAINTENANCE PERIOD OF 01 YEAR

- 1.1. Erector/vendor shall be responsible for maintenance at their cost as stated above. It includes Site visit, monitoring and supervision (at least 04 times/quarterly per year mandatory, more if required) of the bridge and rectification of defects/repairs, if any.
- 1.2. Sufficient documentary evidence (like photographs, reports etc.) have to be submitted along with the bill for this purpose. Maintenance materials will be issued free of cost by GRSE if any.
- 1.3. Erector can collect the maintenance materials from GRSE stores (Transportation will be under Erector's scope to the concerned site from GRSE stores).
- 1.4. Register should be maintained for capturing instances of Preventative maintenance.
- 1.5. Bridge Maintenance work to be followed as per GRSE Schedule as applicable.

CLAUSE NO. 20.0: TAG WELDING

- 1.6. Tag welding wherever it is required (like clamps, bolts, nuts etc.). Opening in the Deck top (i.e. opening provided for fixing of HD bolts & nuts) and same to be covered by MS Plates or rubber gaskets etc.).
- 1.7. Providing wire mesh/Weld mesh over the MS flat to cover the openings up to the required level in the panels (wherever it is required) as directed by the customer and GRSE. All the materials and Electricity/DG sets for welding to be arranged by the Vendor.

CLAUSE NO. 21.0: PRICE

- 21.1. Price will be firm and fixed for the entire contract period or till completion of work. Price is without taxes & duties. Applicable GST is to be indicated separately in the Invoice and will be paid extra.

CLAUSE NO. 22.0: ESCALATION

- 22.1. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

CLAUSE NO. 23.0: Bill of Quantity (BoQ)

- 23.1. The Vendor has to execute the required quantity at same rate and terms & Conditions.

CLAUSE NO. 24.0: REPEAT ORDER

- 24.1. GRSE reserves the right to place Repeat Order/s (qty.300%) with same rate, terms & conditions at similar/ different project location sites after satisfactory execution of the original order based on requirement of GRSE within 24 months from the date of placement of original PO under this NIT.

CLAUSE NO. 25.0: INSTRUCTION

- 25.1. 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.
- 25.2. 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 Order and the Vendor shall be bound to perform the same at the rates quoted.
- 25.3. General Contractors assumes all safety 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, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
- 25.4. Job is to be carried out as per SOTR and instruction of the Engineer in-charge of Customer/GRSE.
- 25.5. Any Drawings or technical information attached/provided with this Order is the Intellectual Property of the Company and will be governed by the specific Act.

25.6. Contractors are responsible to clean up of the area of work for all sort of debris on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning up and charge the contractor with penalty of up to 25%.

25.7. Independent External Monitors (IEM)-

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: -

Name	Role	Email	Address
Shri Lov Verma, IAS (Retd.)	Independent External Monitor	lov_56@yahoo.com	B-12, Second Floor, Green Park Extension, Near Uphaar Cinema Green Park, New Delhi - 110016
Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL	Independent External Monitor	debashis9999@gmail.com	B1001, Prateek Wisteria, Sector 77, Noida, Uttar Pradesh – 201301

25.8. Integrity Pact

- 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 documents. Refer Annexure-VI.
- 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/ Annexure-1 of the tender]

25.9. INTEGRITY PACT (FOR THE VALUE OF CONTRACT MORE THAN RS.2.0 CR.)

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

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

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

Signing Authority for Integrity Pact:

- Vendor: Proprietor / Director / Authorized representative
- GRSE: Head of the ordering department, not below the rank of DGM / AGM

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

CLAUSE NO. 26.0: POST AWARD APLLICABLE CLAUSES

- 26.1. **Security Deposit:** Non-interest bearing security deposit of 5% of total order value is to be deposited in the manner elaborated at clause no.5 of GRSE's STAC (available at GRSE website).
- 26.2. **Work Done Certificate (W.D.C.):** Handing over/completion certificate of the above jobs must be obtained by Vendor from the Customer/GRSE.
- 26.3. **Payment Terms:** The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by respective authority as stated in SOTR along with checklist for bill submission. The stages of payment will be as follow.
- 26.3.1. **90%** after completion of the work.
- 26.3.2. **10%** of the certified bill amount will either be retained from each bill as Performance Guarantee and the same will be released after expiry of guarantee period duly certified by the bill approving authority as per SOTR or be paid against submission of Performance Bank Guarantee of equivalent amount valid till expiry of Guarantee period.
- 26.4. **Liquidated Damages:** 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 or any other Contract with the Employer.
- 26.5. **Risk Purchase:**
- 26.5.1. 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.
- 26.5.2. 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.
- 26.5.3. **Time of completion has to be considered as essence of the contract/PO** and cannot be extended for any reason whatsoever. However, in an unlikely situation beyond the control of the contractor, due time extension application to be submitted by the Contractor, 01 (one) month in advance with proper justification duly endorsed by Engineer In-charge. Please note LD will be levied for the unexecuted portion for such time extension.

26.5.4. **Increase in quantity or introduction of items is strictly prohibited under any circumstances.** However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge, in writing, sufficient time in advance. Only on approval/amendment of PO/Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.

CLAUSE NO. 27.0: All other terms and conditions of this tender as per GRSE's Standard terms and conditions.

CLAUSE NO. 28.0: This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However, in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will override the conditions in the General Terms and Conditions.

INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2025.

Between

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

and

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

Preamble

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

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

Section 1- Commitments of the Principal

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

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

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

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

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

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

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

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

If the Bidder(s)/Principal Contractor(s) before award or during execution

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

Section 4- Compensation for Damages.

1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.

2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Principal Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

1) The Bidder declares that no previous transgressions has occurred for them in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

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

1) The Bidder(s)/Principal Contractor(s) undertake(s) to demand from all sub-Principal Contractors a commitment in conformity with this integrity pact, and to submit it to the Principal before contract signing.

2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Principal Contractors and Sub-Principal Contractors.

3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

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

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

Section 8- Independent External Monitor/Monitors

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

Section 9- Pact Duration:

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

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

Section 10- Other provisions:

- 1) This agreement is subject to Indian Law; place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

Place Place.....

Date Date.....

Witness 1
(Signature, Name & Address)

Witness 2
(Signature, Name & Address)