



Garden Reach Shipbuilders & Engineers Limited

DIESEL ENGINE PLANT

(A Govt. of India Undertaking, Ministry of Defence)

An ISO 9001-2008 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 0651-2401428/9771490394

Fax: + (91) 0651-2446895

Website: www.grse.in

Email: singh.dkj@grse.co.

Tender Ref No.: DEP/AKS/ST/DGSetS3 Spares.Deficient/ET-1748.

NOTICE INVITING TENDER

TENDER NO: DEP/AKS/ST/DGSetS3 Spares.Deficient/ET-1748.

Date-04.10.2021

SUB: NOTICE INVITING TENDER FOR Procurement of deficient OBS and B&D spares for DG SET- S3

Offer is invited from M/s MTU India Ltd. through e-procurement mode FOR Procurement of deficient OBS and B&D spares for DG SET- S3 as per list of spares as per **Annexure III.**

1. Nature of Tender : **SINGLE** (M/s MTU India Pvt Ltd.)
2. Tender Fee :NIL
3. Earnest Money Deposit :NIL
4. Last date & Time of Receipt of Tender : **16.10.21 (12:00 Hrs. IST)**
5. Date & Time of opening of Tender : **18.10.21 (14:00 Hrs. IST)**
6. Description of Material : Procurement of deficient OBS and B&D spares for DG SET- S3
7. Technical Specification & Scope of Supply: As per Annexure - III enclosed.
8. Other Commercial Terms :As per Annexure – I, & IV enclosed.
9. Delivery/ Shipment :WITHIN 4 MONTHS ON PLACEMENT OF PURCHASE ORDER
10. Tender can be down loaded from web sites www.grse.in and <https://eprocure.gov.in/cppp/>
11. Tender / Bid formats are to be downloaded from GRSE e-portal <https://eprocuregrse.co.in> and submit your offers in filled-in formats are to be uploaded by using your Digital Signature Certificate (DSC). Tender opening can be witnessed in team viewer of the web- portal.

For Garden Reach Shipbuilders & Engineers Ltd.

**(DKJ SINGH)
AGM (I/C-DEP)**

Enclosures:

- 1) Annexure- I (Instruction to bidders) – 8 Pages.
- 2) Annexure- II (Acceptance Format of Instruction to bidders) – 1 Page
- 3) Annexure- III (Technical Specification and Scope of Supply)- **1 Page.**
- 4) Annexure- IV (General terms and Conditions) – 4 Pages
- 5) Annexure- V (GTACS Acceptance Format) – 2 Pages
- 6) Annexure-VI (Guidelines of BG)- 1 Page
- 7) Annexure-VII (Security Deposit Format) – 1Page
- 8) Annexure-VIII (PBG Format)- 1 Pages
- 9) Annexure-IX (Integrity Pact Instruction & Format)- 6 Pages



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ANNEXURE – I

INSTRUCTIONS TO BIDDERS

- 1) **SCOPE OF SUPPLY:** As per SOTR Annexure –III.
- 2) **TENDER FEE:** NIL
- 3) **EARNEST MONEY DEPOSIT:** NIL
- 4) **FORFEITURE OF EMD:** NA

The EMD may be forfeited, if:

- a. The bidder withdraws the bid after opening/during the period of its validity.
 - b. The successful bidder does not accept the correction of error in bid price as indicated in **clause 32** hereinafter.
 - c. The successful bidder fails within the specified time limit to:
 - i. Acknowledge the LOA/Order.
 - ii. Furnish the required security Deposit.
 - iii. Non-performance of the contract by the bidder.
- 5) **SECURITY DEPOSIT:** ~~NIL Security Deposit amounting to 3% of PO value in the form of Bank Guarantee as per GRSE format or Demand Draft in favour of Garden Reach Shipbuilders & Engineers is to be submitted by successful bidder within 2 weeks of receipt of PO/LOA, Security Deposit shall be released only after issue of Commissioning Report / ICGRN of supplied equipment / materials. SSI units registered under single point registration with NSIC will be exempted from the Security deposit subject to the monitory limit to which they are registered.~~
- 6) **PERFORMANCE BANK GUARANTEE:** ~~NIL 3% PBG as per GRSE format (attached) should be submitted from any nationalized bank in the manner in GRSE format on a Rs.50.00 non-judicial stamp paper in banker's sealed envelope and to be submitted to Dy. Manager (F) finance directly. For release of PBG, firm is to formally approach GRSE Ltd. for recommendation of release after expiry of satisfactory warranty/guarantee period. GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of the contract.~~
- 7) **PAYMENT TERMS :** i) 100% of the value of Purchase order, through ECS/NEFT , within 30 days on receipt of material at GRSE stores and inspection at GRSE/DEP Premises & satisfactory inspection report / ICGRN and against submission of Performance Bank Guarantee for 10% value of the order , valid till expiry of guarantee period.
- ii) **Advance Payment :** NIL



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8) TERMS OF PRICE:

- i) Price shall remain firm and fixed till supply & commissioning of load bank and F.O.R DEP. GRSE Ranchi basis. (Including packing & Forwarding, Freight & insurance charges if any)
- ii) Price escalation will not be allowed at any stage.

9) NEW/ UNREGISTERED VENDORS TO SUBMIT/ MEET FOLLOWING QUALIFICATION CRITERIA :- NA

10) FOLLOWING FACILITIES / BENEFITS WILL BE GIVEN TO MSMES:- NA

- a. ~~Issue of Tender sets free of cost.~~
 - b. ~~Payment of Earnest money will be exempted.~~

~~Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point will additionally be exempted from submitting the security deposit.~~
 - c. ~~Vendors registered with MSME (Micro & Small and medium Enterprises) are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises, 2012.~~
 - i. ~~For 20% value of tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to their acceptance of lowest quoted price.~~
 - ii. ~~In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.~~
 - iii. ~~In case any of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.~~
 - d. ~~Following confirmation is requested from vendors registered with MSE and documentary evidence must be submitted as deemed appropriate:~~
 - i. ~~Whether MSE registered? If "YES" then you have to submit scanned copy of valid registration certificate & EMI certificate failing which benefits cannot be extended to the firm.~~
 - ii. ~~Whether MSE registered firm is owned by Entrepreneur belong to SC/ST category? If "YES" then documentary evidence to be submitted, failing which, benefits as detailed in 3biii cannot be extended to the firm.~~
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11) WEB CLAUSE: Bids are required to be submitted in **TWO** parts (Techno-Commercial bid & Price bid) in e- procurement mode through our e-portal <https://eprocuregrse.co.in> wherein all Data Sheets are available for download. Bidders need to download all Data sheets from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Price bid needs to be filled up in the given price bid data sheet only, if any other attachment regarding price is found, the offer will be treated as cancelled. A blank copy of Price bid is to be attached along with Techno-Commercial bid so as to verify that the items quoted confirm to the tender and SOTRs.

i) **The Part A: Techno-Commercial Bid** should only contain the Technical & commercial offer.

No price should be mentioned in this part of the bid else your tender would be rejected outright. Technical Catalogues/information/deviation list, past supply reference and one or two past P.O. copies of similar/same equipment from Govt./Semi Govt./Large Private Houses, performance certificate of customers, vendor's own facilities for design & manufacturing & services etc. are to be enclosed in the Technical Bid. All the applicable taxes / duties, freight, insurance, packing / forwarding charges, payment terms, way bill requirement, acceptance of LD Clause, R.P. Clause & other terms & conditions of GRSE Tender etc. are to be given in the commercial part bid. Bidder's latest ST/IT clearance certificates should also be attached in this part of the bid. **Acceptance to Matrix of SOTR,GTACS and Instruction to Bidders in duly filled & signed condition are to be uploaded.**

ii) **Part B:** Price bid (containing only price).

Acceptance Format: is to be downloaded from the RFQ and after due completion the same is to be uploaded along with the e-quotation by the vendor to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the RFQ (e-tender).

12) OFFER VALIDITY : Bidder's Offer should be **valid for 180 days** from the date of opening of Tender.

13) GUARANTEE/WARRANTY: The Supplied Equipment should carry a Guarantee for 12 months from date of commissioning or 18 months from date of supply whichever is earlier.



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14) BENEFIT TO START-UPS: NA

- i. All start-Ups is allowed to participate against tender enquiries without submission of prior experience and prior turnover details even if asked for in the tender enquiry.
- ii. However, with a view to ensure quality, such participating start-Ups shall submit proof of manufacturing capability ,testing capability and submission of samples (s) (wherever required) to meet the quality and technical specifications of the tendered product (s).
- iii. In case, after ordering, such start-Ups are not able to deliver the material of required quality and specifications the same will be informed to the Dept. of Industrial Policy and Promotion authorities for necessary corrective action for delivery compliance.
- iv. To preclude possibilities of failures of Start-Ups to execute the purchase order which in turn, may result in cascading effect on project timelines, leading to delay, price escalation, L.D. from customer and loss of reputation as a reliable shipbuilder, this policy will be application considering the criticality of the item (s) in terms of technology, safety, etc
- v. All Start-Ups will be exempted from submission of Earnest Money Deposit. However, Security Deposit/ Contract Performance Bank Guarantee will be applicable.
- vi. The start-Ups get themselves registered with GRSE prior to placement of Purchase order.
- vii. Start-Ups here will imply all such organization as registered with the Dept. of industrial Policy and Promotion and will include Micro, Small and Medium sub-categories.

15) INDIGENISATION: NA

- i) As per Government of India, Make in India drive, to promote manufacturing & production of goods & service in India , bidder have more indigenisation content will be preferred.
 - ii) **Following bid qualification/Purchase preference criteria shall apply :**
 - a) Among all qualified bids, the lowest bid will be terms as L1. If L1 is from local supplier, the contract/PO will be awarded to L1.
 - b) If L1 is not from local supplier, the lowest bidder among the local suppliers will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract/PO shall be awarded to such local supplier subject to matching L1 price.
 - c) In case such lowest eligible local supplier fails to match L1 price, the local supplier with next higher bid within the margin of purchase preference will be invited to match the L1 price and so on and contract/PO shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract/PO will be awarded to the L1 bidder.
 - iii) **Minimum local content :** The minimum local content shall be 50%. The bid which has local content less than 50% will be rejected.
 - iv) **Margin of Purchase preference :** Margin of Purchase preference shall be 20%.
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16) LIQUIDATED DAMAGE:

The vendor will be liable to pay the minimum Liquidated Damages @ ½ % per week or part thereof on the undelivered work/items subject to a maximum of 5 % of the value of the order for delayed part.

17) Our requirement is urgent. Vendor is to indicate their time required to execute order from receipt of LOA (Letter of Acceptance)/ Order.

18) GRSE's important Commercial Conditions including firm price, L.D. Clause, Arbitration Clause, SDBG, PBG, ECS payment etc. needs to be accepted by bidder.

19) Wherever any clause in the **Instruction to Bidder** conflicts with similar clauses elsewhere, the clause in **Instruction to Bidder** shall prevail.

20) INSPECTION:

i) **Inspection Authority:** GRSE DEP QA or any other nominated officer or any other agency.

21) Transportation & Way Bill: As per prevailing norms at the time of despatch.

22) PACKING : All materials are to be properly packed to protect against ingress of water & dust and to withstand transit damages/pilferages during transits. All packing/cases should be properly identified and tagged. Tools and spares are to be packed in a separate box and each item to be tagged properly with bidder's part nos./identification tags.

23) TRANSIT INSURANCE: Transit Insurance will be arranged by supplier at their own cost.

24) TAXES: i) Taxes shall be billed as per the prevailing tax law on the date of raising bill. Accordingly firm to indicate GST rate & HSN/SAC code with proper documentation.

ii) Basic custom duty will be paid at actuals against submission of documentary proof.

25) DEP reserves the right to accept or reject any bid, full or part, without assigning any reason whatsoever.

26) Risk Purchase: NA

If vendor fails to supply material and execute the work within the stipulated delivery date/contract period, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit/Bank Guarantee as referred to Clause (5) and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process.



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27) Force Majeure:

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at DEP, GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events. In the event of Force Majeure condition existing at contractor's site in DEP, GRSE Premises, the same is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in DEP, GRSE premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside DEP, GRSE cannot be considered as a Force Majeure condition under this contract. However, any CVC Guide Line as vetted by Ministry of Law shall also be applicable.

28) Arbitration:

- i) If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) or the Managing Director (MD in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.
 - ii) The CMD or MD, GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
 - iii) Such Arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
 - v) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the CMD or MD of GRSE Ltd, the CMD or MD of GRSE Ltd, on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate/appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd, or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
 - vi) Also in the event of arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd, on an application from either party, shall himself act as Sole Arbitrator or nominate/appoint another officer of GRSE Ltd, or a person whom he thinks fit and competent to adjudicate the disputes and difference in accordance with law.
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- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of the Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata-700024.
- viii) The language of the proceeding shall be in English

29) PREBID Meeting: NA

30) Bid Rejection Criteria: NA

32) CORRECTION OF ERRORS: Bids determined to be expensive will be checked by the DEP, GRSE for any arithmetical error. Errors will be corrected by DEP, GRSE as follows:

a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

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

34) EXCESS/WASTE/REJECTED MATERIALS: NA

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

35) SUB-CONTRACTING OF SUB-CONTRACTED JOB:

When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the GRSE and without intimation of the name and credentials of the said sub- contractor.

36) PRICE & L1 DECIDING CRITERIA :

a) Price bid need to be filled up in similar price bid data sheet only **in e- procurement data sheet so as to have price for services & material separately with their respective GST**. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. Bidder have to indicate clearly price for material & services separately along with applicable VAT/Service tax etc..

b) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE. The quoted price should be inclusive of all statutory Taxes/Levies and other charges as applicable. The price should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever. Service tax/GST will be paid as per the ruling rate. **GST registration certificate** for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.



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37) Advance to MSEs and Start –Ups : NA

- i. MSEs and Start-Ups will be given 15% interest free mobilization advance against a bank guarantee from Nationalized bank.
- ii. The value of Bank Guarantee will be 15% of the value of the Purchase order exclusive of taxes and duties.
- iii. The duration of bank guarantee will be time period of execution of the purchase order i.e. time from date of placement of purchase order till the date of last delivery.
- iv. This will be applicable only to manufacturers/material supplier and not service providers.
- v. The L1 price for MSEs shall be arrived after factoring in the 15% interest free mobilization advance to MSEs against submission of bank guarantee ; the prevailing lending rate of Reserve Bank of India shall be loaded onto the price of the MSE vendor to determine the landed rate.

38) INTEGRITY PACT : NA

IMPORTANT: A blank copy of Price Bid (**without mentioning prices**) must be submitted with techno-commercial bid to verify the contents of price bid other than the price. General Terms & Conditions of Tender (GTACS), as applicable is placed at **Annexure-IV (6 pages)**. Bidder is requested to submit "GTAC Acceptance Format" (1 Page, as enclosed in Annexure-V) in duly filled & signed condition with **Part 'A'** of the Bid.



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ANNEXURE – II

**(INSTRUCTION TO BIDDERS)
(ACCEPTANCE FORMAT)**

CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS	CLAUSE NO.	BIDDER'S REMARKS
1		13		25		37	
2		14		26		38	
3		15		27			
4		16		28			
5		17		29			
6		18		30			
7		19		31			
8		20		32			
9		21		33			
10		22		34			
11		23		35			
12		24		36			

COMPANY SEAL

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

COMPANY NAME, ADDRESS & FAX/PH. NO.:

"In pursuit of Excellence and Quality in Shipbuilding"



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ANNEXURE – III

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

Following items are required for OBS and B&D spares for DG SET- S3

A]

SN	DESC	qty	UNIT
1	Fuse	9	EA
2	Pressure Sensor	1	EA
3	Switch	1	EA
4	Switch	1	EA



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ANNEXURE – IV

GENERAL TERMS AND CONDITIONS FOR TENDER (GTACS)

STANDARD TERMS AND CONDITIONS (STAC)

1. The bid must be valid for 120 days from the tender opening date.
2. Price quoted for each item shall remain firm and fixed till execution of the order in full. The price quoted must be legibly written or type written both in words and figures. Price quoted should include proper packing to withstand air / inland transit, tropical storage during transit clearing. No escalation of price will be allowed at any stage.
3. Price quoted for each item, where Third Party Inspection is required as per SOTR (Annexure I), shall be inclusive of proportionate Third Party Inspection charges at seller's works.
4. Price quoted shall be inclusive of packing / forwarding / freight / toll tax / octroi, etc. charges.
5. Price quoted for supply shall be FOR, GRSE DEP RANCHI Stores.
6. GST shall be clearly indicated, separately, both in the commercial and the price bid. However, GST applicable at the time of despatch will be paid by GRSE.
7. The lowest bidder, i.e. L1, will be decided individually for each item.
8. The date of delivery shall be considered the date of receipt at DEP Ranchi Stores.
9. All supplies will be subjected to GRSE's inspection and approval in our works. The rejected materials if any, will have to be removed within 10 days from the date of rejection at supplier's expenses. Such rejected and if not removed within the specified date then DEP has the right to dispose of the same. DEP shall also be entitled to recover ground rent on these rejected stores after expiry of the specified date.
10. Goods rejected by DEP will lie in the premises at the Seller's sole responsibility. DEP shall in no way be responsible for any deterioration or damage to such goods, under any circumstances whatsoever. DEP will not be responsible for loss, damage of rejected material lying at DEP after three months of Goods Receipt Note (GRN).
11. All goods supplied according to the purchase order shall be inspected, re-inspected at the DEP and acceptance of the goods shall always be subjected to such inspection. If the goods supplied are not as per order specification or otherwise not satisfactory for any reason of which DEP will be the sole judge, DEP shall be entitled to reject the supplies, cancel the purchase order, buy requirement from elsewhere and recover from Seller the extra cost incurred for replacement, and if the situation warrants, even by legal means.



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12. Despatches:

- a. When despatching by rail / road transport or order modes of transport from outstations, goods shall be securely packed to avoid damages. Packing for railways despatch should confirm to Railway regulations. The Seller will be liable for all breakages, losses resulting from defective packaging.
- b. The e-Way Bill no. must be mentioned in your challan, invoices, otherwise bill may not be entertained. The Consignee copy of transporter/Railway receipt/ Air way bill must be sent to DEP.
- c. Demurrage charges due to lapses of incomplete, faulty improper documents, postal delays will be Seller's account.
- d. Any loss arising out of non-availability of packing list will be to Seller's account.
- e. All components should be tagged properly for identification.
- f. The items should be preserved as per different requirement.
- g. GRSE reserves the right to engage the Seller for Joint Receipt Inspection, if required.
- h. Transit insurance to be arranged by Seller.

13. Packaging:

All packages are to indicate outwardly besides the consignor and consignees name following details:

- a) Purchase order no.
- b) Package serial no.
- c) Special packing marking should be there for fragile / sensitive items. A packing list which should also interalia indicate details at (a) to (c) above must be enclosed in the case packing to enable verification of contents at the receiving point or when taking open delivery case, any loss arising out of faulty packing will be to Seller's account.

14. Consignment details:

All consignment should be booked to the Buyer and not to self. The RR copy and 2 copies of the relative challan and a copy of the packing list giving all relevant details alongwith guarantee certificate should be sent to the Buyer's: Manger (Purchase), DEP, Ranchi-4, immediately on booking. Losses incurred to DEP owing to Seller's failure to adhere to these conditions will be recovered from the Seller.

15. Guarantee / Warranty:

The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 18 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 48 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warrantee period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/subcontractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related 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.



Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

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

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 0651-2401428/9771490394

Fax: + (91) 0651-2446895

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Email: singh.dkj@grse.co.

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16. Performance Bank Guarantee:

- i) Successful bidder will deposit an amount equivalent to 3% of the total contract value, as interest free Performance Bank Guarantee in the form of Bank Guarantee favouring GRSE Ltd., Ranchi on any Scheduled Bank other than Co-operative Bank, within 30 days of receipt of satisfactory ICGRN by the seller. Bank Guarantee as per GRSE format towards PBG will have to be submitted fresh
- ii) PBG submitted in the form of B.G should be forwarded directly to AGM (I/C), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi – 834004, in Banker's sealed envelope
PBG to be kept valid till completion warranty period
- iii) Non-submission of PBG within the stipulated time would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of PBG to be submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Contractor/Successful Bidder for which no separate notice shall be issued.
- iv) GRSE reserves the right to invoke the above BG at any time during its validity period in the event of any breach of terms stipulated in the order.

17. Payment Terms:

- i) 90% payment of order value with 100% GST will be paid through ECS/NEFT within 30 days against ink signed invoice supported with Pre-dispatch Inspection certificate wherever applicable, Maker's Test Certificate & Material Test certificate wherever applicable, Guarantee/Warranty certificate and GRSE SAP generated ICGRN
- ii) Balance 10% will be released through ECS/NEFT on submission of bill with ICGRN and Guarantee/Warranty certificate together with Performance Bank Guarantee (PBG) (as per GRSE Format and guidelines) valid till expiry of Guarantee /Warranty period

18. Liquidated damage: For delay in delivery beyond the scheduled delivery date, L.D. will be imposed, @ 0.5% of undelivered portion, per week or part thereof, subject to a maximum of 5% value of PO.

19. Risk purchase: If successful tender fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent materials from alternative sources at the vendors risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative sources will be recovered from the successful bidder and if necessary, by due legal process.

20. Patent right: GRSE / DEP shall be completely absolved of any responsibility towards any infringement of patent right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

21. Demurrage / Wharfage charges: For late submission of original despatch documents/ wrong documentation, demurrage / wharfage charges, if incurred, will be recovered from the supplier.

22. Delivery: Ordered material shall be delivered between 9:30 Hrs to 1300 Hrs and 1330 Hrs to 1630 Hrs only on full working days. Late supply will not generally be accepted.

23. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.

24. No Conditional offer will be accepted.



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- 25. Individuality of contract:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.
- 26. Registration of approved vendor:** The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.
- 27. Correction of errors:** Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:
- a) Where there is a discrepancy between the rate in figures and in words, the rate in words will govern.
- 28. Compliance with laws:** Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable City, States and Central laws, Ordinances and Regulations. Further, Vendor shall indemnify/defend/relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
- 29. Secrecy clause:** All information given to the supplier for the execution of the order is to be related as Secret / Confidential. The technical information, drawings, specification and order related document forming part of this enquiry / order are the property of the Purchaser and shall not be used for any other purpose except for execution of the order.
- 30. Force majeure:**
- a. In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.
- b. In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.
- 31. Arbitration:**
- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii. The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
-



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- iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
 - iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
 - v. Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
 - vi. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
 - vii. The language of the proceeding shall be in English.
- 32. Jurisdiction:** Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
- 33. Termination of contract:** In the event of non-performance of the job within the delivery period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.
- 34.** Unless otherwise mentioned all other terms and conditions will be as per General Conditions of Purchase in GRSE.
- 35. Bidders are required to be registered in the following facilities / portals as per Govt. Of India directives:**
- a) **GeM (Govt.- e- Marketplace)** :
 - b) **TReDS (Trades Receivable e-Discounting system)** : www.invoicemart.com
- The bidders are to indicate the 'Unique Seller ID' allotted by Gem and the registration no. allotted by TReDS in their bids.
 - In the event of any bidder not registered with the above two or not indicating the registration details in the commercial bid, GRSE reserves the right to disqualify their bids without assigning any reasons whatsoever.



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ANNEXURE – V

**GENERAL TERMS AND CONDITIONS OF SUPPLY OF
INDIGENOUS MATERIALS / EQUIPMENTS
(GTACS ACCEPTANCE FORMAT)**

GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS
1		18		27b.		41.2.a.i	
2		19		27c.		41.2.a.ii	
3		20a.		28		41.2.a.iii	
4		20b.		29		41.2.a.iv	
5a.		20c.		30		41.2.a.v	
5b.		20d.		31		41.2.b.i	
5c.		21a.		32		41.2.b.ii	
5d.		21b.		33		41.2.c.i	
5e.		21c.		34		41.2.c.ii	
5f.		21d.		35		41.2.c.iii	
6		21e.		36		41.3.i	
7		21f.		37		41.3.ii	
8		21g.		38		41.3.iii	
9		21h.		39a.		41.3.iv	
10		22a.		39b.		41.3.v	
11		22b.		39c.		41.4.i	



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ANNEXURE – V

GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS	GTACS CLAUSE NO.	BIDDER'S REMARKS
12		22c.		39d.		41.4.ii	
13		23		39e.		41.4.iii	
14		24		39f.		41.4.iv	
15		25		39g.		41.4.v	
16		26		40		41.5	
17		27a.		41.1			

COMPANY SEAL

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

COMPANY NAME, ADDRESS & FAX/PH. NO.:

NOTE:

1. Bidders should read the standard terms and conditions (GTACS) including in the tender carefully prior to filling up this acceptance format.
2. This format should be properly filled signed and returned along with your technical bid for considering your bid.
3. Please indicate: ACC-For accepted, NO-For not accepted and DEV-For deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. GTACS clause Numbers shown in the format includes the sub clauses under them also.



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ANNEXURE –VI

FORMAT NO.

OS/03/0085

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

43/46, Garden Reach Road,

Kolkata 700 024

(GUIDELINES OF BANK GUARANTEE)

1. Non- Judicial Stamp Paper – N. J. S. Paper of Rs. 50/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 50/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order / Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.

2. Address of the Supplier / Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.

3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalised Banks and should be sent in Banker's sealed envelop directly to General Manager (Finance), Corporate Finance. M/S Garden Reach Shipbuilders & Engineers Limited .43/ 46, Garden Reach Road. Kolkata – 700 024. superscripting the word "BANK GUARANTEE".

4. No. confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled / Nationalised Banks is received in Banker's sealed envelop.

5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks / Co-operative Bank/ Regional Private Bank etc. and for those Guarantee which were not received in the terms of (3) above.

6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.

7. Expiry date should be in accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.

8. Bank Guarantee shall be free from all infirmities and typographical errors / deletions / inclusions / riders etc., requires to be authenticated by Bank's signatory with official seal.

9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.



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ANNEXURE –VII

**FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT
GUARANTEE BOND**

(to be used by all scheduled banks)

- 1). In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/ 46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "The Buyer") having agreed to exempt M/s..... having its registered office at (hereinafter called "The Party") from the demand, under the terms and conditions contained in the Tender/ Purchase Order No..... dated (hereinafter called "the said Tender/ Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Order, on production of a Bank Guarantee for Rs. (Rupees only), we, Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs. against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order.
2. We, Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order or by reason of the Party's failure to perform the said order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/ Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/ Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said order have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/ Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/ Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We, Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. (Rupees) and that this Guarantee shall remain in force until its expiry on the (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For Bank Limited.

Dated the day of 20.....



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ANNEXURE –VIII

**FORMAT NO.
QS/ 03/ 0019**

PERFORMANCE BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made this..... day of.....

BETWEEN..... (hereinafter called "THE BANK") which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office and assigns of the ONE Part and GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED, having their Head Office at 43/ 46, GARDEN REACH ROAD, KOLKATA – 700 024 (hereinafter called "THE BUYERS") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS, Messrs having its registered office at (hereinafter called "THE SELLER") have accepted an Order No. for from the Buyer to and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising% of the value of the order amounting to Rs..... (Rupees) only for the satisfactory performance of against the said order at least for a period of from the date of supply i.e. from

AND WHEREAS the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs..... (Rupees) only as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said order.

Provided it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the Seller's business and the liability of the Bank under this presents shall not be impaired in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Sellers and/ or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this Indenture shall remain in full force from the date of issue of the Guarantee till and is limited to a sum of Rs. (Rupees) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. (Rupees) only. Our Guarantee shall remain in force upto and unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

SEAL
Of the bank
Date :.....

"In pursuit of Excellence and Quality in Shipbuilding"



Website: www.grse.in
Email: singh.dkj@grse.co

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ANNEXURE – IX

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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



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INTEGRITY PACT

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

and

..... hereinafter referred to as "the Bidder /Contractor"

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

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

Section 1 - Commitments of the Principal

- [1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The principal will exclude from the process all known prejudiced persons.
- [2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- [1] The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.



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Tender Ref No.: DEP/AKS/ST/DGSetS3 Spares.Deficient/ET-1748.

- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign Supplier" is annexed and marked as annex.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- [2] The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offence.

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

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" is annexed and marked as Annex – B".

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 Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.



Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

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

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Section 5, - Previous Transgression

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

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

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

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

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

Section 8 – Independent External Monitor /Monitors

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

Section 9 – Pact Duration:

This pact beginswhen both parties have legally signed it. It expires for the Contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged by Chairman of GRSE.



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Section 10 – Other provisions:

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

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place.....

.....

Date.....

.....

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)