



Garden Reach Shipbuilders & Engineers Ltd.
(A Govt. of India Undertaking)
BAILEY BRIDGE DEPARTMENT
61, GARDEN REACH ROAD, KOLKATA-700 024
Telephone: 033 2469-7164, Ext-317, Fax: 033-2469-1400/8150
Web Site: www.grse.in, E-Mail : Kumar.satyajeeet@grse.co.in
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NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER (NIT) THROUGH E-PROCUREMENT, NIC PORTAL

NIT NO.: BB/LT/SK/SUB-CONTRACT/OG C. R/ET-2026 DTD.09.11.2023

SUB: ANNUAL RATE CONTRACT FOR FABRICATION & SUPPLY OF OLIVE-GREEN PAINTED CHORD REINFORCEMENT PART NO.GBB-150 AS PER GRSE'S DRAWING & FREE ISSUE MATERIALS AND SUB- PARTS MATERIAL (PARTLY) BY VENDOR AT THEIR PREMISES.

LIMITED TENDER ENQUIRY: ONLY ON DEVELOPED VENDORS

INSTRUCTION TO BIDDERS: -

1. **Bids in single stage two bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid)** are invited for manufacture and supply of CR, Part No.GBB-150 in OG Painted condition as per GRSE's drawing with Free issue of materials from GRSE and vendor's material (Partly).
 - i. **Part -I:** Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED) – ANNEXURE – A & B.
 - ii. **Part - II:** Price bid (containing only price) – ANNEXURE –C.
2. You will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled. You should mention your offer ref. no. and date in ANNEXURE – A, B & C.
3. The job is to be carried out as per technical Specification in **ANNEXURE-I** for Fabrication and supply of CR-Part No.GBB-150 in OG Painted condition as per GRSE's drawing with Free issue Material by GRSE and with other sub-parts by Vendor.
4. **PLACE OF WORK & FACILITIES:** The work is to be carried out by the contractor at their own premises utilizing their own resources and facilities including all consumables and labour at no extra cost.
5. Quoted price should be firm and fixed till execution of entire contract and no escalation whatsoever will be admissible within contract period.
6. **ELIGIBILITY CRITERIA OF THE BIDDER:** Only for GRSE's enlisted/registered vendors can participate.
7. **E-MAIL ADDRESS FOR COMMUNICATION:** Vendor should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.



8. MICRO & SMALL ENTERPRISE:

- a. For 20% value of a tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to acceptance of lowest quoted price. (This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms).
 - b. 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.
 - c. In case 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 16%.
 - d. MSEs will also be entitled for following benefits:
 - i. Tender documents will be issued free of cost.
 - e. Document part II of Entrepreneur memorandum (EM-II) must be submitted along with the offer for such preference to claim the benefit.
9. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Bidders may attend the opening of tenders (Technical Bid).
10. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer and vendors may get details of price bid in 'OPENED' box after login into the vendor site (<https://eprocurement.synise.com/grse>).
11. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
12. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT NO. In case of non- receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.
13. Queries if any on specification or other terms may be got clarified from B.B Deptt. /61 Park prior to submission of offer.
14. GRSE reserves to right to go multiple vendors irrespective of their production capacity to maintain the construction schedule considering the price status chronologically i.e. L2, L3, and L4 and so on.

ARTICLE 1: SCHEDULE OF CALENDER DATES

SCHEDULE		
Pre-Bid Meeting		
Tender Due Date	15.11.2023	12:00 Hrs
Tender Opening Date (Part i)	15.11.2023	16:00 Hrs
Offer Validity Period minimum	120 Days from tender Due Date	

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
PBG	10 % of Order Value
Liquidity Damage	5% of Unexecuted Job
Billing Frequency	On Completion Job/MRS/ICGRN/BTN
Evaluation of L1	On totality Basis



LIST OF ENCLOSURES: -

ANNEXURE-I	- SCOPE OF WORK
ANNEXURE- II	- STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE.
ANNEXURE-III	- GUIDELINES FOR SUBMISSION OF BANK GUARANTEE FORM.
ANNEXURE-IV	- FORMAT FOR INTEGRITY PACT.
ANNEXURE-V	- FORMAT OF BANK GUARANTEE TOWARDS PERFORMANCE.
ANNEXURE-VI	- FORMAT FOR 'BOND OF UNDERTAKING'
ANNEXURE-VII	- TERMS AND CONDITIONS FOR FREE ISSUE OF MATERIALS FROM GRSE.
ANNEXURE-VIII	- FORMAT FOR NON-DISCLOSURE AGREEMENT.
ANNEXURE-IX	- FORMAT FOR INDEMNITY BOND

ANNEXURE-I

SCOPE OF WORK

1. Manufacture and supply of Chord Reinforcement, Part No.GBB-150 in Olive Green painted condition as per GRSE's drawing with free issue of materials from GRSE and vendor's material (Partly).
2. **MATERIAL INVOLVEMENT:**
 - 2.1. Vendor to undertake fabrication of Chord Reinforcement to Drawing No. GBB-150, Sht. 1 of 2 (Rev. 'D'), GBB-150, Sht. 2 of 2 (Rev-M) and PSB-929 (Rev-B).
 - a) 100 x 50 x 6mm Channels cut to size. and 75 x 40 x 4.8mm SAILMA 410 HI Channels cut to size. From offcuts of 74X40 Channels.
 - b) Item No. 12 (Machined Male Eye Lug) and Item No. 13 (Eye Plates).
 - 2.2. Design weight of each finished Chord reinforcement CR: 95.6 Kg.
 - 2.3. Above materials mentioned at 2. (2.1). (a) and (b) are under GRSE's scope which will issue as "free issue material" and balance/other materials required as per BOM of drawing will be under vendor's scope.
3. **NOTE:** All the Structural members as indicated in 1. (1.1), (a) above in 'full size as per available in RBD and 61 Park' are issued by BB Project and BB Project hand over the material to the vendor. Vendor will be arranged for cutting to equivalent lengths with their own cost and balance off-cut material will lying inside RBD premises and sub parts as indicated in 1. (ii) as per requirement will be supplied by GRSE as 'Free Issue Materials' against compliance of the terms & condition per Annexure-II.
4. The CR Part No.GBB-150 are to be manufacture strictly as per our given drawings. All drawings/documents are of confidential in nature. The vendors should not copy any part of the drawings/documents given to them by GRSE. All copies of drawing of GRSE which may be provided to the vendor are to be preserved carefully by the vendor and must be returned to GRSE after completion of the order. New copies, if required, during execution process, will be issued only against return of the old copies earlier. No drawing shall be kept by the vendor or handed over to a 3rd party without written consent from GRSE.
5. Materials supplied by GRSE shall be stored with proper care and processed in vendor's own factory premises and shall not be taken out/subcontracted to other parties without taking consent from GRSE. GRSE representatives may inspect the stock time to time.



6. During manufacturing, necessary templates, fixtures and gauges are to be used to maintain the quality and interchangeability. Vendor must arrange all relevant gauges duly calibrated during/prior to start of manufacture. GRSE will not provide manufacturing fixtures, inspection gauges, load testing machine etc. to the vendor.
7. All welding should be done by qualified Welders only. Radiographic welding quality as per ASME Section VIII Division-I/Uw-52 should be ensured. Necessary & periodical welder's qualification test and welding procedure test will be arranged by vendor at their cost (raw material will be supplied by GRSE on chargeable basis).
8. Cost of Radiographic/USG/DP examination shall be borne by vendor.
9. **SCOPE OF INSPECTION:**
 - 9.1. Visual (w.r.t 'Aesthetic look' of the job toward the acceptable standard).
 - 9.2. Dimensional, through valid calibrated instruments/ gauges.
 - 9.3. Scrutiny of Test certificates (as applicable).
 - 9.4. Welding types (i.e. fillets etc., as shown in the drawings), by proper gauging method wherever applicable.
 - 9.5. GRSE reserve right to cross check material properties of delivered items to tally with the properties of material handed over as GRSE free issue material (as applicable).
 - 9.6. Relevant QA plan may be referred to during inspection.
 - 9.7. Inspection of galvanized components shall be performed in two (2) stages i.e. before and after galvanization. The vendors shall arrange for inspection accordingly.
 - 9.8. **Welding:** Electrodes of ESAB/ Philips/ Advani or any IRS/ MMD/ LLOYDS approved make only shall be used. Declaration to this effect has to be furnished by the vendor at the time of inspection. GRSE(BBQA) or its authorized inspector(s) may at their discretion check/ verify the welding electrodes being used at any stage of manufacturing process at vendor's premises, if so required. In case of option for MIG welding, prior approval of make of MIG-wire should be obtained from GRSE. Welding work to be carried out by qualified welders, whose documents may be checked during inspection.
 - 9.9. **DEVIATION IN FLATNESS:** Within 3 mm between furthest point and deviation in straightness of sides will be within 0.20% of length for CR's.
 - 9.10. **RADIOGRAPHY:** Of any lot offered for inspection, at least 10% radiographic checking on randomly selected samples of all joints with forgings i.e between channels and items 12 & 13 for CR's shall be mandatory. For other joints Radiographic/USG/DP checking shall be carried out at the discretion of the Inspection Authority.
 - 9.11. **FINAL DRILLING:** Chord Reinforcement will undergo final drilling operation after completion of above inspection/checking thereafter the greasing shall be done within all holes subject to final gauging.
 - 9.12. **IDENTIFICATION MARK:** Finished products must have proper Engraving identification mark of the supplier, the month/year of manufacturing and product Sl. No. fixed with nameplate on each component. Location/size should be as per GRSE, BB Department's instruction.
11. **GRIT BLASTING AND PAINTING:** Chord Reinforcements GBB-150, after final drilling would go for Grit blasting & painting.
 - a. Surface preparation by Grit Blasting followed by applying of two coats Red Oxide paint on CR. The CR's are to be finish painted by applying two coats of Synthetic Enamel paint viz, (Olive Green color) and stenciling to be done at vendor premises.
 - b. After finish painting and before handing over finish material to GRSE, Greasing on the holes and stenciling of Part No., Name, month of application and vendor ID are to be done.



- c. Application of primer is to be done by Brush or spray only.
- d. Painting will have to be done by:
 - i. By Brush or
 - ii. Airless spray-painting method at the discretion of GRSE.
- e. **Vendor should carefully avoid intrusion of paints within the holes of CRs subject to gauging.**
- f. Inspection will be carried out **at every stage of operation** by GRSE. Component are to be thoroughly cleaned by emery cloth/wire brush at each stage of painting duly certified by inspector.
- g. Paint Material is to be inspected and approved by GRSE (BB-QA) and inspection shall be done by GRSE (BB-QA) on the basis of acceptance Test Report of Paint from NTH/NABL accredited lab & firm's material Test & Guarantee Certificate. GRSE reserve right to cross check the quality of paint material and all costs are to be borne by the vendor.
- h. **Vendor has to furnish warranty for life of the coating for a period of 2 years from the date of supply against each lot.**

12. Vendor to apply grease within all holes of CR after completion of complete shot blasting and painting process.

13. **FINAL GAUGING:** Painted CRs will undergo final gauging checking after the completion of all fabrication and painting process and checking of same. Dimensional clearance would be given on affirmative witness with all relevant gauges on the painted CR's. Adequate greasing shall be ensured on the holes on completion of fabrication & final clearance.

14. **NORMS:-**

- i. Vendor is to offer material for inspection only, after full readiness/inspection by themselves.
- ii. All measuring instruments/gauges required for inspection shall be provided by vendor to the inspection authority.
- iii. Inspection Authority shall be GRSE (BBQA) by other inspecting agency as decided by GRSE.
- iv. Goods shall be initially inspected by GRSE (BBQA) at vendor's premises/works & finally at GRSE works/store on receipt. Additionally, the goods may be subjected inspection at our discretion.

15. **TEST CERTIFICATE:** Correlated Material Test Certificates of the test pieces stamped by GRSE (BBQA)/its authorized representative from NTH/NABL registered Laboratories only conforming to the following (as per drawing specification) must be furnished by the manufacturer at their own cost. The no. of test pieces shall be as per IS: 2062.

- i. Chemical: C%, Mn%, S%, P%, Si%, CE etc (as applicable) as per IS: 2062.
- ii. Physical: UTS, YS, % elongation etc (as applicable) as per IS: 2062.
- iii. GRSE (BBQA) reserves the right for cross checking above.

All test certificates & shop test reports are to be produced by the vendor during inspection and to be submitted along with despatched material.

16. **SCRUTINY OF TEST CERTIFICATES & SHOP TEST REPORTS OF THE VENDOR.**

- i. Counter checking, at the discretion of GRSE, of physical and chemical properties of vendor's material from any lot of supply, may be carried out by GRSE (BB/QA) on receipt of material at GRSE Stores.
- ii. GRSE test results/observations will be final and binding upon the supplier/ vendor on the matter of final acceptance of the material of the related lot.



- iii. Materials shall be inspected at vendor's works before despatch. Prior inspection call letter to be sent to GRSE for this. Final ICGRN (Inspection Cum Goods Receipt Note) shall be issued on receipt and inspection (by GRSE QA) of material at GRSE, 61 Park stores.

17. Inspection will be carried out **at every stage of fabrication operation** by GRSE. Components are to be thoroughly check in all aspect at each stage of fabrication and to be duly certified by inspector.

18. Inspection Authority shall be GRSE (BBQA) by other inspecting agency of the choice of GRSE.

19. Fabricated Chord Reinforcement shall be initially inspected at vendor's works and finally at GRSE store on receipt. Process inspection at your end shall be at the discretion of inspection authority.

20. CONTRACTOR'S SCOPE:

- i. Paint material (Olive Green IS-8982 & Red-Oxide IS-2074) & Grit required for blasting and painting will be under vendor's scope completely, vendor should submit related purchase documents of paint and Grit materials.
- ii. Vendor will also arrange Air Compressor (Electric Driven type), hose, nozzle and other necessary fittings and grit at their cost.
- iii. Contractor should have the necessary painting gears/accessories like different brushes, spray gun for Airless spray painting, various stencils, Aluminum Paint, stirrers, wire brush, emery cloth etc. at their premises and same provide to the painter.
- iv. Party to arrange sufficient manpower & any other materials required to carry out the work within this contract. CI Grits, Grade G70 to BS, EN, ISO11124, PT.2, are to be used. The contractor must furnish manufacturer's certificate confirming that the CI Grits procured are of required grade which will be audited by GRSE BBQA from time to time.

21. **SAFETY PRECAUTION:** Necessary safety precautions including the supply and use of proper safety gears by the operatives and personnel for supervision to be arranged by the suppliers. Wearing of mandatory safety gears is must. Non-following will attract penalty.

22. **INSPECTION AUTHORITY:** Inspection will be carried out at every stage of operation (i.e Grit Blasting, Primer coating & finish painting). Inspection Authority shall be GRSE (BBQA) and/or SQAEE or by other inspecting agency of the choice of GRSE. Note: The thickness of the painting is to be maintained as per BBQA specification or guideline.

23. **QUANTUM OF WORK:** 2,000 nos. of CR-GBB-150 This quantity is indicative only and the same may be increased depending on the future requirements of GRSE envisaged upon our customers' need" in stead of existing.

24. **ADDITIONAL ORDER CLAUSE:** GRSE BB will inter into **Annual Rate Contract** with L1 bidder against the line item for the period of 1 years which will be extended for another one years after satisfactory performance of the vendor. **GRSE may order +/- 300% of quantity mentioned in this Tender based on this ARC.** If L2, L3.... Bidders agrees to supply the tendered item at L1 rate, GRSE BB may also enter into Biennial Rate Contract with L2,L3 Bidders with same terms & Condition as per with L1 Bidder.

25. **DELIVERY SCHEDULE:** Time is the essence of the contract. The entire tentative quantity of 3,000 nos Chord Reinforcement, Part No.GBB-150 has to be delivered with @ 300 nos./month minimum from the date of PO/ collection of free issue materials from GRSE as the case may be. An early delivery will be acceptable.



26. Transportation of raw material, Forgings and other sub-parts to vendor's premises and delivery of finished CR's and return of scrap/excess material to GRSE Stores will have to be arranged by the vendor at their cost.
27. Necessary Insurance to cover risk in transportation of raw material & finished product, Forgings and other sub-parts to vendor's premises and delivering the finished Chord Reinforcement (CRs) & returning scrap/excess material, if any, from vendor's premises to GRSE stores will be done by vendor at vendor's cost keeping GRSE as beneficiary.
28. Vendor at the end of each month will inform GRSE:
- i. Stock of raw materials
 - ii. Stock lying under production in semi-finished condition
 - iii. Approx. time period when the stock of raw materials are expected to be taken in production.
29. Documents to be submitted by the vendor during :
- a) **Inspection Call.**
 - i. Vendor's in-house inspection report of the items.
 - b) **Delivery.**
 - i. Delivery Challan
 - ii. Reports of inspection of GRSE/GRSE's authorised inspection agency carried out at vendor's premises.
 - iii. Material Test Certificates (if applicable)
 - iv. Warranty Certificate.
 - c) **Billing:**

Along with running A/c bill (showing cumulative supply of the finished items, in triplicate), the vendor will furnish the following documents:

 - i. Gate stamped Delivery Challan duly receipted by store.
 - ii. One copy of each of the documents sated above.
 - iii. ICGRN in case of inspection by GRSE.
 - iv. Check List
30. Vendor to indicate following date in their Challan-cum-Invoice: -
- a) GST registration No. AAA CG 9371 K1Z4



ANNEXURE – II

STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE

1. **PAYMENT TERMS:** 100% Payment will be made within 30 days of submission of clear bill supported by ICGRN. Payment will be made through ECS only against submission of 10% PBG.
2. **PERFORMANCE GUARANTEE:**
 - a. **(Performance Guarantee)** “A Performance Guarantee as per prescribed format of GRSE will be submitted to the extent of 10% of basic value of the material delivered in the form of Bank Guarantee issued by any Scheduled Bank under Reserve Bank of India (other than Co-operative Banks). This guarantee is to remain valid for the entire guarantee period of 18 months from the date of ICGRN.”
 - OR**
 - b. Alternatively, 10% of value of the order will be retained from each bill of the supplier & will be released after expiry of the guarantee period of 18 months from the date of ICGRN.
3. **LIQUIDATED DAMAGE:** “For delay in delivery, Liquidated Damage (L/D) will be imposed @ ½ % per week or, part thereof on the undelivered portion of the materials, subject to maximum 5% of the value of the order for the delayed part” Vendor should note that, in case any material is rejected on receipt at our stores before issue of ICGRN, the delivery date of the same will be considered on the date of actual replacement/ due- rectification of the concerned materials by the vendor.
4. **WARRANTY/GUARANTEE PERIOD:** All the manufactured components should be guaranteed in case of any defect, if detected/reported within the Guarantee Period, the same shall be rectified by the contractor free of cost at the place where components are kept isolated, due to defective workmanship with respect to application.
5. **“Special Contingency Policy of Insurance”** may be taken by the sub-contractor / firm with appropriate value coverage for free issued materials, keeping GRSE as the beneficiary for the underlying risk
 - a) Strike industrial unrest, riot (SRCC), fire, flood, earthquake and other natural calamities.
 - b) Burglary & theft in contractor / sub-contractor’s premises.
 - c) Material in transit.
 - d) Bad workmanship and wastage / spoilage of materials thereby.
 - e) Blockage of materials in the contractor/sub-contractor’s premises due to prolonged Lock-out and other. Force Majeure conditions which affected the production and financial condition of GRSE.
 - f) Infidelity of the contractors.

The insurance documents to be submitted by the sub-contractors /firm before lifting of raw materials and others.

In case of “Special Contingency Policy of Insurance” may be taken by GRSE with appropriate value coverage for free issued materials, keeping GRSE as the beneficiary, for the above stated risk, insurance premium will be recovered from the sub-contractors/firms



Notarised Indemnity Bond of undertaking will be submitted within 7 days of placement of Purchase order to collect the free issue materials.”

6. **RISK PURCHASE:** In case the progress of work is not found satisfactory and the contractor fails to maintain the delivery schedule, GRSE reserves the right to get the work done through alternative sources at the risk and cost of the contractor/vendor.

7. **PRICE:**

- a. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled.
- b. The quoted rate should be exclusive of statutory Taxes/Levies and other charges as applicable and inclusive free delivery to GRSE store at 61, Garden Reach Road, Kolkata -700 024. The price should remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.

8. **METHOD OF QUOTING:** Rate to be quoted as per the price bid template (ANNEXURE-C) in the form of Rupees per piece.

9. **VALIDITY OF PRICE:**

- a. Your price offer should remain valid for a period of 06 months from the due date of opening of tenders.
- b. The price will remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.

10. **TAXES & DUTIES:** Vendor should clearly state the taxes & duties which will be applicable.

- a. Sales Tax/WB VAT/GST or any other taxes will be paid extra as applicable, within the contractual delivery period. Vendors have to indicate the GST rate to charge.
- b. GST will be paid extra, if applicable, at actual within the contractual delivery period against proper supporting documents. Vendor to indicate clearly the present rate of GST.
- c. Any upward revision in taxes & duties or, if imposed beyond contractual delivery period, will be to vendor's A/c.

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

12. **CONTRACT PERIOD:** The contract period is for 01 (One) year and subsequently may be extended for further 01 (one) year at the discretion of GRSE and subject to satisfactory performance of the sub-contractors.

13. **SPLITTING OF ORDER:**

- a. The subject stores may be procured from more than one source to have smooth supply irrespective of production capacity leading to meet our NIT schedule as well as the customer's delivery requirement.
- b. In case of splitting the order quantity, counter offers to the rest of the bidders at the final lowest rates offered by 'L1' bidder will be offered to L2, L3 so on in chronological manner for their acceptance of the part quantity order to be considered at the discretion of GRSE @ 60:40,50:30:20 and P.O. qty. may be reduced if the performance of supplier is not satisfactory.
- c. In case the firm fail to meet the requirement of 300 nos./month (minimum) per month. GRSE reserve the right to foreclose/reduce P.O quantity suitably.



14. **SPECIAL NOTE:** If the service is found unsatisfactory in course of execution of the orders, GRSE will have the right to terminate the contract anytime as per STAC of GRSE.
15. When an order is issued to a vendor/Contractor for execution of a particular job, the Contractor shall not subcontract the job/a part of the job outside their own works premises without obtaining prior approval from the ordering authority and without intimation of the name and credentials of the concerned subcontractor. GRSE representative may visit any time the place of works of the vendor during execution of the order.
16. **INDIVIDUALITY OF THE CONTRACT:** This Contract should be treated as an individual contract and should not be related with other orders/contracts with GRSE, in respect of progress of work or, payment.
17. **MANDATORY CLAUSE:** Non-disclosure agreement and non-competitive agreement to be signed (as approved) for executing this contract.
18. **SECRECY OF INFORMATION:**
 - a) All drawings/documents are confidential in nature. The contractor should not copy any part of the drawings. The drawings (if issued) must be returned back to us while submitting the offers/completion of the particular job.
 - b) Bond of Undertaking to this effect has to be furnished by the bidder on a non-judicial stamp paper of Rs. 60/- in GRSE format, in case of order.
19. **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 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 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.
20. **ARBITRATION:**
 - a. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) 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.
 - b. The CMD 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.



- c. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification on re- enactment thereof for the time being in force.
- d. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall 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.
- f. Also in the event of 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 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 differences in accordance with law.
- g. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

21. **JURISDICTION:** Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata. Unless otherwise mentioned all other terms and conditions will be as per Standard Terms and Conditions (STAC) of GRSE for purchase.

ANNEXURE – III

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

1. Non- Judicial Stamp Paper – Non-Judicial Stamp Paper of Rs. 120/- (Rupees One hundred twenty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 120/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order/Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier/Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelop directly to General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited 43/46, Garden Reach Road. Kolkata–700 024 superscribing the word "BANK GUARANTEE".
4. No confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled/Nationalize Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks/Co-operative Bank/Regional Private Bank etc. and for those Guarantee, which were not received in the terms of (3) above.



6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be the accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors/ deletions/ inclusions/riders etc, requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.

ANNEXURE-IV

INTEGRITY PACT

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

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

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

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

Section 1 - Commitments of the Principal

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

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

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

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons

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

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

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

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

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

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to



others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

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

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

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

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

Section 4 – Compensation for Damages.

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

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 violate its provisions.

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

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

Section 8 – Independent External Monitor /Monitors

(1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.

(3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under



contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.

(8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

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

Section 9 – Pact Duration:

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

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

Section 10 – Other provisions:

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

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

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

(Office Seal) (Office Seal)

Place.....

Date.....

Witness 1:

(Name & Address)

.....
.....

Witness 2:

(Name & Address)

.....
.....



**PROFORMA OF 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 & ENGINEERS LIMITED, having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "THE BUYERS") which expression shall unless exclude by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS M/s _____ having its registered office at _____ (hereinafter called "THE SELLER") have accepted an order No. _____ for supply of _____ from the Buyer to manufacture 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 the equipments supplied against the said order at least for a period of _____ from the date of last 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 so 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 always it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to the 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 or 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 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 stipulations 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 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.

Date

SEAL of the Bank



ANNEXURE - VI

DULY NOTARIZED BOND OF UNDERTAKING TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.120/- TO BE PURCHASED IN THE NAME OF THE CONTRACTOR.

THIS DEED OF UNDERTAKING made this.....th day of 2011 by M/s a company incorporated under the Companies Act, 1956, having its registered office at.....through its Managing Director Shri..... hereinafter referred to as the 'Contractor', which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assign in favour of M/s. Garden Reach Shipbuilders & Engineers Limited, a Govt. company incorporated under the companies Act. 1956, having its registered office at 43/46, Garden Reach Road, Kolkata-700 024, hereinafter referred to as the 'Principal', which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assign.

Whereas the Principal has entered into a contract with the Contractor for 'Fabrication of.....issuing supply order bearing No.....dated.....(hereinafter referred to as the 'Order').

And whereas it is one of the terms of the said order that the Principal shall supply to the contractor all drawings/technology required for manufacture of the said.....

And whereas it is also one of the terms of the said order that the contractor shall execute and furnish an irrevocable deed of undertaking in terms of which the contractor shall be obliged to utilize the drawing/technology, so supplied by the Principal solely for the purpose of fabrication ofunder the order and shall also keep the technology/ drawing fully guarded and shall not divulge or, part with the same with any third person or, persons and/or, utilize the same for any purpose other than execution of the order.

Now, in consideration of the aforesaid premises, we, M/s..... do hereby state, confirm and undertake that:

- i) We shall keep all the drawings/technology supplied to us by the Principal in our safe custody and shall utilise the same only for the purpose of execution of the order i.e. fabrication of All drawings/technology supplied by the Principal, shall be returned by us to the Principal soon after delivery of the fabricated goods to the principle but before submission of bills.
- ii) We shall keep all the drawings/technology supplied to us by the Principal for the purpose of manufacture of the said in our safe custody and shall not divulge and/or part with the same to the third person or persons and shall not utilise the same for any purpose other than execution of the order. We shall not take out and/or retain any copy of the said drawing/technology and shall return the same to the Principal.
- iii) We shall be fully responsible for breach and/or violation of the aforesaid undertaking and decision of the authorized officer of the Principal whether any damage, pecuniary or otherwise has been caused to the Principal consequent to the said breach or violation, shall be final, conclusive and binding upon us.
- iv) We shall not subcontract any part of the jobs (i.e. Fabrication of... ..) against the said order to any other outside vendor without prior written consent of GRSE.
- v) We further confirm that we shall not supply these items or similar type of items to any other customer/buyer without prior written approval from GRSE.



vi) This undertaking shall remain valid and/or binding on us at least for a period of 10 (Ten) years from the date of execution of this undertaking.

In witness whereof, this deed of undertaking is executed on the day, month and year written herein above.

Signed, Sealed and Delivered

By Shri.....

Managing Director

In the presence of:-

Signature.....

Name.....

Address.....

ANNEXURE –VII

TERMS & CONDITIONS FOR “FREE ISSUE MATERIALS” FROM GRSE

1. Vendor to undertake manufacturing of the items with ‘Free Issue materials’ from GRSE. as described in the Scope of work.
- 1.1 Materials shall be supplied by GRSE against:
 - (a) Against submission of “Indemnity Bond” by the vendor, on a Non-judicial stamp paper of Rs120/- as per GRSE approved format, executed by the Managing Director/CEO/Official with “Power of Attorney” of the PSU/Limited Company/(Sub Contractor) affixing the common seal or, in case of other classes of firms, affixed with valid seal of the firm legally enforceable and executed by the Proprietor/Partner/Official having requisite “Power of Attorney” & duly notarized. &
 - (b) “Special Contingency Insurance Policy” for the GRSE “free issue material” is to be taken up by the vendor at their cost with GRSE as beneficiary by endorsement. Insurance as stated above will be of appropriate value for a period of 1 year & for coverage against the following risks:
 - (i) Strike, Riot (SRCC), Fire, Flood, Earthquake & other Natural calamities.
 - (ii) Burglary & theft in contractor’s premises.
 - (iii) Material in transit.
 - (iv) Fidelity Guarantee of the contractor/vendor during storage of materials at contractor’s/ vendor’s site.
 - (v) Spoilage of materials at the hands of the contractor/vendor due to bad workmanship & wastage thereby.
 - (vi) Blockage of materials in the sub-contractor’s premises (due to prolonged lockout or, any other Force Majeure condition) which affects GRSE’s production.If any of the above risks cannot be covered by the Policy coverage arranged by the contractor, GRSE will arrange suitable policy for covering that risk & the premium payable for such policy, will be borne by the vendor.
- 1.2 After completion of work, reconciliation statement of materials issued/supplied by GRSE, will have to be submitted by the Vendor along with the bills, for verifications by Bailey Bridge Department/Divisional Finance.



- 1.2.1 GRSE free issue materials will be supplied in cut to size length from GRSE 61 Park Unit/RBD Unit, the cost of Gas Cutting of channels will be under vendor's Scope Return of finished Products, off cuts & excess materials, if any, is to be made by the vendor through Material Reconciliation statement (MRS) and with proper documentation & within stipulated time, observing GST formalities. Any loss sustained on GST credit or, otherwise by GRSE due to non-compliance of C.E formalities by vendor shall be vendor's account.
- 2 To & fro transportation for collection of raw material from GRSE & return materials (finished items/scrap/unused raw materials) as detailed above will be arranged by vendor at their cost.
 - 3 Cost of material, rejected/damaged during processing or otherwise by the vendor, will be recovered from vendor in full.
 - 4 All formalities, for issue of materials from GRSE, are to be completed by vendor within 2 weeks from the date of order. Consequential damages including LD imposition for delay in collection of material due to lapse on the part of the vendor will be to vendor's account.

ANNEXURE-VIII

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement executed this ___ day of _____, _____ Between **GARDEN RECAH SHIPBUILDERS & ENGINEERS LIMITED**, a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office at 43/46, Garden Reach Road, Kolkata – 700 024, hereinafter referred to as "**GRSE**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **FIRST PART**.

AND

_____, A BODY CORPORATE INCORPORATE UNDER THE companies Act, 1956 having its registered Office at _____, hereinafter referred to as "_____" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors-in-interest and assigns) of the **SECONDPART**.

WHEREAS:

- 1) A _____ has been concluded on _____, between GRSE and _____ interalia for manufacture and supply of _____ by the said _____ on _____, on the basis of the _____ of GRSE to suit the requirement of its Customers.
- 2) In course of execution f and/or implementation of the aforesaid _____, the said GRSE will provide necessary drawing and other technical inputs to _____, from time to time, which shall be treated as confidential and the said _____ shall non-disclose or part with such drawings and other technical inputs to any other third party, without written consent from GRSE.
- 3) The said _____ is obliged to execute an undertaking in the form of "Non-Disclosure Agreement" before handing over of the drawings and other technical inputs to them by GRSE, duly promising and/or undertaking to keep such drawings and other technical inputs, strictly confidential.
- 4) In the Premises aforesaid it is agreed as follows:
 - (a) During the currency of _____ the agreement as aforesaid and also for a period of 10 years from the date of expiry and/or termination of the Agreement and all subsequent agreements, _____, the receiving party of the drawings, undertakes that the drawings, technical inputs an related information shall be:
 - i. Protected and kept as strictly confidential by them.
 - ii. Disclosed to and used only by the persons within the organization of the _____, who have a need to know solely for the purpose of manufacturing and



or execution of Contract subject to their taking due care and protection of the drawings and inputs.

- iii. Shall not be used in whole or in part for any purpose other than the purpose of manufacture of the items.
- iv. Shall neither be disclosed nor cause to be disclosed directly or indirectly any third party.
- v. Neither be copied nor otherwise be reproduced, in whole or in part without express consent from GRSE.

- (b) Nothing in this agreement or the disclosure of the information or data including drawings or inputs, be intended to be granted or shall be construed as granting to _____, any rights, title, interest or license other than the right to use such information, data, drawings, etc, for the purpose of manufacturing of the items.
- (c) Neither party shall resort to any publicity or advertising in respect of this agreement or the subject matter thereof.
- (d) Expiry, foreclosure or termination of the Contract/Agreement or any or all of the subsequent agreements entered into by GRSE and the said _____ in pursuance of Contract, shall not relieve _____ of their obligations under these presents which shall be effective and remain in full force, for a period of 10 years from the date of such expiry, foreclosure or termination.
- (e) In the event of expiry, foreclosure or termination, _____(Vendor) shall forthwith return to GRSE, all drawings and technical inputs as received by them, during the tenure of the Agreement and/or subsequent agreements.
- (f) Neither party shall assign this agreement without the written consent of the other.
- (g) Failure to enforce any provisions of this agreement and/or failure to initiate timely action, will not construe to be waiver and GRSE shall be freely entitled to enforce the provisions of the agreement at any appropriate time thereafter.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands and seals the day, month and year first above written.

FOR GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	FOR _____
Signature:	Signature:
Name:	Name:
Address:	Address:

ANNEXURE-IX

FORMAT FOR INDEMNITY BOND

TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.60/- TO BE PURCHASED IN THE NAME OF THE CONTRACTOR.

This DEED OF INDEMNITY BOND made this..... the day of by M/s , a company incorporated under having its registered office at through its Managing Director, Shri hereinafter referred to as the CONTRACTOR which expression shall unless/excluded by or repugnant to the context be deemed to include all its successors in interest and assign in favour of M/s. Garden Reach Shipbuilders & Engineers Ltd, a Govt. company incorporated under the Companies Act 1956, having its registered office at 43/46, Garden Reach Road. Kolkata-700024 hereinafter referred to as the PRINCIPAL which expression shall unless excluded by or repugnant to the context, be deemed to include all its successors in interest and assigns.



WHEREAS the Principal has awarded to the Contractor a contract for complete manufacture and supply of of Bailey Bridge as per Drg. No. vide its Purchase Order No..... dated (hereinafter called the contract) in terms of which the Principal is required to hand over 'raw materials' to the Contractor for execution of the contract.

And WHEREAS by virtue of Clause No. (...) of Annexure ' I ' of the said contract, the Contractor is required to execute an Indemnity Bond in favour of the Principal for the raw materials handed over to them by the Principal for the purpose of performance of the Contract

NOW THEREFORE, this Indemnity Bond witness as follows: -

- 1) That in consideration of raw materials as mentioned in the Contract, to be handed over to the Contractor in installments from time to time for the performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the Principal harmless and indemnified of, from and against any consequences, loss or damage caused to the Principal for the full value of materials. The Contractor agrees to acknowledge receipt of the initial installment of the raw materials after actual receipt as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of subsequent installments of the raw materials as required from the Principal in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form an integral part of this Bond. The Contractor shall hold such raw materials etc. in trust as a "Trustee" for and on behalf of the Principal under their custody.
- 2) That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the raw materials at their Premises at..... , against all risks whatsoever till the raw materials are worked upon in accordance with the terms of the Contract and are returned and taken over by the Principal. The Contractor undertakes to keep the Principal harmless and indemnified against any loss or damage that may be caused to the raw materials.
- 3) The Contractor undertakes that the raw materials shall be used exclusively for the purpose of performance/execution of the Contract, strictly in accordance with its terms and conditions and no part of the said raw materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall, inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes resulting in legal/penal consequences.
- 4) That the Principal is and shall remain the exclusive owner of the materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by the General Manager (Engineering) of the Principal, or other employees/agents authorized by him in this regard. Further, the Principal shall always be free at all times to take possession of the raw materials in whatever form the material may be, if in its opinion, the materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the contract, by any act of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of demand of the Principal to return the materials in custody of them without any demur, dispute, contest or reservation.
- 5) That this Indemnity Bond is irrevocable. If at any time any loss or damage is caused to the materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor shall be bound to abide by the decision of the General Manager (Engineering) of the Principal as to the assessment of loss or damage to the materials. The Contractor binds itself and undertakes to replace the lost and/or damaged materials at its own cost and/or shall pay the amount of loss to the Principal as assessed and decided by



the Principal without any demur, dispute, reservation or protest which is without prejudice to any other right to remedy that may be available to the Principal against the Contractor under the Contract and under this Indemnity Bond.

- 6) NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of the Principal the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its Managing Director under the common seal of the company, the day month & year first above mentioned.

Schedule No.1

Particulars of the material handed over	Quantity	R/R,L/R,C/N,Challan No. and date of dispatch	Carrier	Value of the material	Signature of Contractor/Attorney in the token of receipt.

Subsequent schedules will be numbered and attached.

Witness:

For and on behalf of