



# Garden Reach Shipbuilders & Engineers Ltd.

(A GOVT. OF INDIA UNDERTAKING)  
43/46, Garden Reach Road / Kolkata)

## Purchase order

**No:- ERP-4800021293**

### Vendor Address

Vendor code- 50003340  
IBM India Pvt Ltd  
BCS BUILDING, 3RD FLOOR, PLOT - XI - 7, BLOCK - EP/GP,  
SALT LAKE, SECTOR - V,  
700091 KOLKATA  
**Vendor GSTIN No. :** 19AAACI4403L1ZL  
**Vendor Contact:** IBM India Pvt Ltd  
**Vendor telephone:** 0  
**Vendor Fax:**

### Delivery Address

GARDEN REACH SHIPBUILDERS &ENGINEERS LTD  
Plant Shipbuilding  
43/46 Garden Reach Road  
Kolkata 700024  
INDIA  
**Plant GSTIN No. :** 19AAACG9371K1Z4

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<b>Order Date</b>	29.07.2021
<b>Printout Date</b>	19.11.2021 15:07:25
<b>Order Number</b>	4800021293 / ERP
<b>Contact</b>	PG ERP Dept.
<b>Telephone</b>	
<b>Telefax</b>	
<b>E-mail</b>	

**Send invoice to**  
**GARDEN REACH SHIPBUILDERS &ENGINEERS LTD**  
**Plant Shipbuilding**  
43/46 Garden Reach Road  
Kolkata 700024  
INDIA

<b>Delivery Date</b>	<b>Currency</b>
30.06.2022	INR

**Terms of Delivery**  
FOB - Free on board/FOB

**Terms of Payment**  
AS PER PO TERM & CONDITION

Document status : Released

Released By : Sanjay Sarkar(601246)

Release Date : 19.11.2021

### References:

- i) GRSE's e-Tender No.ERP/OT/AG/170/ET-01459 dated 10.04.2017 for IT Management Services & Annual Maintenance Contract (AMC) of Server, Network, Storage and other IT Components for GRSE
- ii) Indent No:- 1400027915
- iii) This Purchase Order is for one year period from 01.07.2021 to 30.06.2022.

Item	Material/Description	Quantity	UM	Unit Price	Net Amount
10	HSN/SAC Code: Comprehensive AMC(FMS) for Fifth Year PR has been created for Renewal/Extension of comprehensive AMC(FMS) Order for Fifth Year on M/s IBM.	1.000	AU	16,166,666.64 / AU	16,166,666.64

### MAILING ADDRESS

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REGISTERED OFFICE  
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD,43/46 , Garden Reach Road, Kolkata:700024 INDIA  
CIN: L35111WB1934GOI007891  
TEL NO. 033-2469-8100(14 LINES)  
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Item	Material/Description	Quantity	UM	Unit Price	Net Amount
<b>Total Tax:</b>					<b>2,910,000.00</b>
<u>The item covers the following services:</u>					
10	Comprehensive AMC(FMS) for Fifth Year	12.000	MON	1,347,222.22	
HSN/SAC No. : 998713					
*** Item partially delivered ***					
<b>Total Actual cost (Inclusive of all taxes):- INR 19,076,666.64</b>					
<b>Total Amount in Words:- Indian Rupees ONE CRORE NINETY LAKH SEVENTY SIX THOUSAND SIX HUNDRED SIXTY SIX AND SIXTY FOUR UPON HUNDRED ONLY</b>					
1.1 Scope of Work and Technical Terms					
M/s IBM India Pvt. Ltd. (hereinafter referred to as the Vendor or the contractor) will provide IT Management Services & Maintenance Support for its IT Infrastructure Components with dedicated resources and helpdesk. Also the vendor will provide support for the entire Network System in all the units of GRSE including Regional Offices at Delhi, Mumbai and Vishakhapatnam (Vizag).					
The Operation and Maintenance Support Services of all infrastructure at GRSE are defined and described in the following sections.					
1.1.1 Contract Start Date					
a) The contract shall be considered having come into effect from the date of acceptance of Purchase Order issued by GRSE, but not later than seven(7) days from the date of issue of Purchase Order; failing which the date of the Purchase Order will be deemed as the contract date.					
b) The PO must be received by the selected vendor within 7 days from the issue date of the PO otherwise the Security Deposit may stand forfeited.					
1.1.2 Contract Period					
a) The total service contract period is for 1 years w.e.f. 01.07.2021.					
b) This Purchase Order(PO) is issued to the vendor for 5th year AMC w.e.f. 01.07.2021 to 30.06.2022.					
1.1.3 Working Hours					
Vendor shall render services during GRSE working hours (from 08:00 hours to 17:00 hours on weekdays and from 08:00 hours to 1300 hours on Saturdays as well as in shift hours.					
The "On-Site Man Power" chart shows the expected availability of man power in respective shifts.					
1.1.4 Emergency Working Hours					
In case of emergency, the vendor shall provide service beyond normal working hours indicated above. In such cases, the respective user, who requires his machine to be repaired on urgent basis shall clear all security and other formalities for the overstay of vendor's representative. User's representative shall have to accompany the vendor's representatives during such overstay.					
1.1.5 Inventory of actual items					

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The selected vendor will conduct survey within 15 days from the issue of PO to list actual items which will be accepted as the final list for the contract. The bidder must provide unit rate of each line item.

## 1.1.6 Back-to-Back OEM Support Contract

a) For all items except PC-Peripherals,PAC,UPS,BMS & DG as mentioned in the RFP, vendor must ensure Back-to-Back Comprehensive Next Business Day onsite OEM support for the total contract period in the name of GRSE.

For PC-Peripherals,PAC,UPS,BMS & DG - vendor must ensure Comprehensive Next Business Day onsite support by IBM partners (non-OEM) with genuine spares for the total contract period.

b) Necessary contract documents to be submitted to GRSE within one month after receiving the PO.

c) Bidder must submit the confirmation letter from the respective OEM that they are eligible for the Back-to-Back OEM contract along with the bid.

d) Vendor will not be eligible to get any payment against the PO if above mentioned Back-to-Back documents are not submitted within one month from the date of PO.

## 1.1.7 Spare Support

a) Vendor shall provide Comprehensive Maintenance Support for all hardware/software/services mentioned in this RFP including PC-Peripherals. For PC-Peripherals vendor must identify the fault and provide necessary spare required. PC, Printers, Scanners etc. under warranty will be excluded from the scope of Comprehensive Maintenance Support.

b) Genuine spare, certified by in-charge of ERP department of GRSE will only be accepted depending on the situation and availability of spare in the market.

c) The vendor will bear the cost associated for the repairing activities which also includes movement of the machine/labour.

d) In case of non-availability of spare in market, vendor must replace the complete system with equal or better system at no cost to GRSE.

## 1.1.8 Cost of Engineer Visit

The vendor must bear the cost to allow their support persons to visit different locations to attend calls.

## 1.1.9 License validity

a) The selected vendor will renew all hardware/software licenses mentioned in the scope for its validity at least till end of the contract period starting from contract start date/expiry of the existing license.

b) All licenses must be in the name of "GRSE Ltd.".

## 1.1.10 On-site Operation and Maintenance Support

a) The selected vendor shall provide on-site support (FMS) during the entire contract period to ensure smooth operation of entire network and datacentre of the GRSE.

b) The scope of work for the FMS will include but not limited to the entire scope of work.

c) The scope includes operation, maintenance, support and system administration of all the IT components listed in the attached list.

d) The purpose and objective of each component to be understood by the vendor to maintain the total system throughout the contract period.

e) The vendor will bear the cost associated to provide support to all GRSE out locations as mentioned in the RFP.

## 1.1.11 Incident Management Process

In practical, Incidents are to have a strong process to manage and also to ensure, the same are not getting repeated in the future. Goal of the incident Management Processes are,

a) Restore normal service operation as quickly as possible

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- b) Minimize the adverse impact on business operation  
c) Ensuring that the best possible levels of service quality and availability are maintained according to SLAs

#### 1.1.12 Incident Management

- a) Action based on Alerts
- b) Detection of problem
- c) Triggering the agency responsible
- d) Escalation process
- e) Documenting the incident for future

#### 1.1.13 Corrective maintenance

Vendor must carry out Corrective maintenance for all related issues.

#### 1.1.14 Centralized Helpdesk Support Services

The service will cover all IT equipment, installation and re-installation, moving, adding, configuring, and loading of OS, application software and standardization & optimization of configuration existing in Data Center and Network equipment ( Active and Passive) in GRSE.

- a) Maintaining and installing application software, as and when required and provide services, adding or removing related patches, updates etc. at client end.
- b) Maintaining record of all new machines installed and movement of IT equipment within site, changes and configuration of IT equipment.
- c) First level hardware support for the above equipment, diagnosing the problem and getting the same resolved as per the severity level assigned to it.
- d) Installing the specified software on the clients & ensuring that all software and drivers are up-to-date. Technical Support at DC end for Disaster Recovery Site has to be provided as and when required.
- e) Analyse and propose a viable & feasible techno commercial proposal for replacement/repair of old hardware after discussions with all vendors/OEMs to the satisfaction of GRSE.
- f) Virus Control - Registering and updating the anti-virus tool on the server periodically as per contract with the anti-virus tool vendor Diagnosing and rectifying any virus problems that can be fixed by the anti-virus tool. Periodic checks of all desktops, internet usage monitoring.
- g) All technical issues for all the IT infrastructure and also application software shall be resolved by the vendor in consultation with OEM.

#### 1.1.15 Problem Management Process

To handle the day-to-day problems, Problem management is to be achieved through problem control and error control.

Basic goals of the Problem Management Process should be

- a) Problem Control
- i. Getting the root cause of the problem
- b) Error Control
- i. Correcting problems, Management Information related to problems, and known errors.
- c) Minimize the adverse impact of incidents and problems on the business that are caused by errors within the IT infrastructure
- d) Prevent recurrence of incidents related to errors.

#### 1.1.16 Service Call Management

- a) Lodge calls with the service provider in case of link breakdown.
- b) Liaison with the service provider in an active way to restore the fault in early time.
- c) Periodic check-up of back-up links

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## 1.1.17 Network management

- a) Network management policies and procedures in Consultation with GRSE as per requirements. Bidder shall carry out the regular maintenance activity for the network as per the predefined frequency mutually agreed between GRSE and BIDDER.
- b) Daily monitoring of LAN/WAN, trouble shooting ,reporting, configuration of network equipment, call logging, creation & maintenance of domain based architecture,
- c) Updated detailed inventory with detailed network diagram, updated IP lists & optimum management of IP addresses through DHCP/Static entry, whichever is suitable depending upon GRSE requirement.
- d) Identify the network faults and get it resolved.
- e) Switch maintenance, scheduled maintenance
- f) Preventive Maintenance activities
- g) Assistance to GRSE staff in procuring/ replacements of network equipment parts (small and major parts) as and when required.
- h) Creation of routes on Router / Firewall /servers to enable organization -wide access.
- i) TCP/IP management.
- j) Network troubleshooting with tools.
- k) Time synchronization between various servers using NTP services.
- l) Overall performance monitoring and generation of logs every month.
- m) Restoration of operation of server back after any failure, using back up data.
- n) Performing quarterly system performance tuning for optimum Performance changing the system configuration parameters and reorganizing the disk space etc.
- o) Ensuring seamless connectivity of Mail.
- p) Print management.
- q) Name service management, like DNS.
- r) Ensuring confidentiality of data and information and will sign a Non-disclosure agreement in this regard with GRSE.
- s) Escalating unresolved problems to the OEM/vendor for ensuring resolution.
- t) Support for installation & smooth running of various applications running on these servers.
- u) Hardware monitoring & other warnings in Syslog
- v) BIDDER shall make sure upkeep of server racks and server rooms, maintenance of records/registers, logs; standard operating procedures, procedures for shutdown and restart of servers, backing-up and clearing of server logs.
- w) Bidder should carry out comprehensive maintenance (Checking, inspection, rectification, repairing, digging, re-laying etc.) of all existing network active and passive components including cables (CAT6 & FC) within GRSE Premise. The vendor will bear all the cost of manpower for the service. Necessary tools to be arranged by the vendor.
- x) Network calls should be attended within next business day and must be completed within 48 hours of placing the call. Delay in closing the call will attract penalty/LD.
- y) Monitoring that back-up connectivity, both in DC and DR, are in place.
- z) Monitoring the entire network through the NMS and provide the report on uptimes as and when required by the management of GRSE.
- aa) Monitor the connectivity of GRSE across all units in the Network management software.
- bb) GRSE is using a Firewall which needs continuous monitoring, updates should be installed and firmware should be upgraded if available. Incoming / Outgoing traffic to be monitored and appropriate action should be taken to maintain a QoS.

## 1.1.18 Additional Network Connectivity

- a) Any additional network connection will be on chargeable basis. Vendor will submit the BOM and quotation for additional connection including spares and service charges.
- b) The items required for the job will be procured by GRSE from the vendor or from other source.

## 1.1.19 Server & OS Administration

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- a) Handling of Operating System (OS) related issues, installation of OS upgrades and patches, re # installing OS if required, periodic system performance tuning, monitoring server usage statistics, network OS support, and start up and shut down of servers. Addition, deletion, re -configuration of devices, additional users and printers and housekeeping of servers such as disk space usage, files and folders, permissions, users login on network and e-mail systems etc.
- b) Server Management Services to manage the server end to end, like server administration, fine tuning, hardware and software support and upkeep of the server.
- c) Orderly system startup and shutdown, Monitor CPU utilization, disk space usage etc. vis-à-vis thresholds using Server Management tools provided by GRSE.
- d) Resolve server problems like system 'hang', hard disk crash, network connection failure etc.
- e) Creating / modifying / deleting users and groups.
- f) Installation of OS upgrades and patches as and when provided by GRSE/ vendor of the customer.
- g) Re-installing OS if required, installing system software.
- h) Performing periodic backup of all system files / volumes.
- i) Escalating unresolved problems to the principal /hardware vendor for ensuring resolution.

## 1.1.20 PC-Peripherals Maintenance

PC-Peripherals include PC, Laptop, Printer, Scanner, Plotter and Desktop UPS.

The vendor must provide maintenance service to ensuring trouble-free operation of all the listed PC-Peripherals.

The scope of work shall include but not limited to maintaining the following:-

- a) Computer Hardware & peripherals existing at user end.
- b) Operating System
- c) Application Software
- d) Cleaning of Virus and protection by way of installation, if required & periodic updating of antivirus software.
- e) Any other necessity for satisfactory operation of the system
- f) Support Services:
  - i. Maintenance service, whenever asked for, shall be attended by an expert or a team of experts within four hours of receiving call from the individual user of GRSE.
  - ii. Prior to re-installation of OS, software or for cleaning of virus , ensure that the user take backups of necessary data/documents and provide the vendor with required installation disk in readable condition and also use the operation manuals supplied with the system if required by the AMC vendors.
  - iii. The vendor is required to draw up the actual list after carrying out a survey of the PCs, Laptops, Printers, Scanners and peripherals. GRSE ERP department will facilitate the prospective vendors to carry out the survey.
  - iv. Safety checks and preventive maintenance of individual item at least once in a calendar month.
  - v. Rectification of damage(s) and / or fault(s) arising out of and in the course of operation.
  - vi. Repair of damages arising out of ageing / wear & tear of various sections, modules, components and assemblies.
  - vii. To attend day-to-day user problems like computer start-ups, graphics problem, non-availability of shared resources (like other PCs, Laptops, printers, plotters, scanners) etc., vendor has to maintain call log system and all calls are to be attended in shortest possible time.
  - viii. To assist users in all software / hardware related issues as and when required.
  - ix. The vendor has to provide sufficient stand-by computer systems or peripherals or parts at site free of cost for emergency maintenance purpose.
  - x. Attending Breakdown: Breakdown call needs to be attended by the vendor within 4 (four) hours during the working hours of receipt of user's intimation. It is the responsibility of the vendor to take the details of the machine, nature of failure, location, name of the user and other details. Failure to re-commission any defective machine for want of any of the above information shall be treated as a delay in rendering service.

## 1.1.21 Mail & Internet Management

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- a) User account management # Creation, deletion and transfer of Mail boxes
- b) Management of public folders and post offices
- c) Monitoring the mail traffic queue and the disk space usage for mail
- d) Mail delivery management
- e) Internet configuration at client end
- f) Monitoring the internet mail traffic

#### 1.1.22 Software upgrades and patch updates

During the contract period all software updates and upgrades as issued by the OEM from time to time need to be provisioned.

#### 1.1.23 Anti-virus management

- a) Provide antivirus and patch management support by periodically updating the systems and removing viruses if any existing from the entire system including servers and desktops.
- b) To provide an effective control mechanism for virus control on the network, desktops/Laptops and servers with automated online anti - virus signature update facility. Any up- gradation of software such as antivirus signatures etc. in the Data Centre shall be responsibility of the BIDDER during the entire period of contract. BIDDER has to ensure that entire networks, servers & PCs remain virus/worm free.
- c) To keep PCs, laptops, servers, Switches, routers and other network devices free from viruses or worms.
- d) To educate users & be proactive about the latest virus through emails
- e) To form a virus handling procedure in consultation with GRSE and ensure that all the virus related issues are handled as per the procedure. The procedure shall include do's and don'ts for the user, the escalation mechanism, the response time, the resolution time etc. as mutually agreed between BIDDER and GRSE.
- f) BIDDER shall be well informed on the emerging new viruses and alert GRSE staff as and when required in order to protect data.

#### 1.1.24 Back Up & Restore Services

- a) Ensure that backups are taken as per defined schedule.
- b) Successfully perform the planned restoration exercises.
- c) Plan back up strategy as per mutual consent and perform backup operations as per the defined backup strategy.
- d) Decide the Restoration drill to check the backup effectiveness and conduct restoration drills with sample backed up data on a quarterly basis to confirm data integrity.
- e) Label media for identification and retrieval.
- f) User data back up on need basis
- g) Timely server backup
- h) Ensure proper storage and handling of Media to prevent data loss.
- i) Maintain log sheets of backups taken.
- j) Replace media that reach their defined life.
- k) Weekly MIS reports on backup and restoration logs (failed reasons) monthly report on planned backup & backups actually taken & quarterly report on number of restoration drill performed and percentage of success, health status of Media and drive.
- l) To analyse and propose a commercially feasible and viable back-up policy along with hardware requirements

#### 1.1.25 Monitoring System Log

Generation, Collection, Analysis, Maintaining and Monitoring System logs.

#### 1.1.26 Maintain data security of the entire system

- a) Checking the security of the entire system and in case of any breaches of security provide early restoration of system.

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b) Periodically update the security of the system as per the security guideline of the system.

## 1.1.27 Enterprise Security Management

- a) Implementing security on servers on all levels.
- b) Vendor shall form a user account creation policy in consultation with GRSE for creating, updating and deleting the user accounts in the servers.

## 1.1.28 Preventive Maintenance

- a) Vendor will ensure that all the hardware covered under in this contract are attended for preventive maintenance and are cleaned during preventive maintenance.
- b) Vendor will follow a strict preventive maintenance schedule, which must be carried out at least once in a quarter, for each machine.
- c) Vendor will carry on weekly preventive maintenance in such a manner to ensure that all hardware gets covered at least once every month. A proper log-book shall be maintained by Vendor in a format mutually discussed and agreed with GRSE.
- d) Periodic preventive maintenance of all active network components and servers.

## 1.1.29 Asset Management

- a) Updated database for new installations ,moves, adds or changes within 3 days of the activity
- b) Updated information on the asset database
- c) Create hardware asset database by recording information like configuration details, serial number, asset code, warranty and AMC details
- d) Record all installation of new machines, movement within site / locations, changes in configuration of Machines (IMAC).
- e) Track all licenses & software subscription & ensuring that the same are renewed on time
- f) In case of any assets going out of order, BIDDER would do all that is needful to get it repaired or replaced and shall invite quotes from various vendors and shall propose a well analysed proposal to GRSE for approval
- g) GRSE will be informed of emergency situations such as those that might happen due to either natural causes or electrical spikes or Battery die outs of UPS etc. as and when they occur and the deputed staff will be required to take necessary emergency steps to protect the assets.

## 1.1.30 Monitoring of Data Centre accessories

All the associated components in the Data Centre like UPS, Batteries, AC, Fire Prevention System, DG set, BMS etc. should be monitored and status to be registered in the Log Book Register.

## 1.1.31 Generation of periodic reports

- a) Reporting, Analysis & Periodic Reviews to be carried out to ensure optimal utilization of bandwidth and various IT resources.
- b) Vendor shall on monthly basis submit the server uptime report, user accounts status report to the GRSE.
- c) Maintaining of Log Book For Calls : - Vendor / ERP Helpdesk shall maintain a logbook that shall indicate the list of machines under the contract along with the following details:-
  - i. Date and time of Complaint lodged.
  - ii. Date and Time of System rectified & put to use.
  - iii. Routine checks/services rendered by AMC vendor in each month.

## 1.1.32 Office/Storage Space

Vendor will be located and provided office space to carry out services. The upkeep of the provided space is the responsibility of the vendor. In case a particular repair work is required to be carried over to the next working day, the user shall arrange to provide a safe place for keeping tools/ tackles / spare parts etc. of the vendor.

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GARDEN REACH SHIPBUILDERS &  
ENGINEERS LTD,43/46 ,  
Garden Reach Road,  
Kolkata:700024 INDIA  
CIN: L35111WB1934GOI007891  
TEL NO. 033-2469-8100(14 LINES)  
FAX:(033)-2469-8150



# Garden Reach Shipbuilders & Engineers Ltd.

(A GOVT. OF INDIA UNDERTAKING)  
43/46, Garden Reach Road / Kolkata

Purchase order

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## 1.1.33 Service Level Agreement (SLA)

- a) The vendor must agree to enter into service level agreement with GRSE to assume maximum feasible system quality report on system uptime and uptime service calls must be submitted in each year along with bills.
- b) The decision of GRSE management regarding the downtime calculation will be final. If the uptime goes below the prescribed limit in any quarter then following action will be taken by GRSE.

## 1.1.34 Service Level Indicator (SLI)

Please refer Annexure D for Table.

- a) The Service level Indicator will remain valid from date of placement of Purchase Order till end of the contract period
- b) The Network Equipment includes Routers, Switches and any other network Components including the passive components.
- c) The uptime of all the components will be calculated by the vendor certified by ERP. The decision of the GRSE management regarding the downtime calculation will be final.
- d) The above criteria will however not be applicable in the instance of any force Majeure event occurrence. Also any scheduled preventive maintenance planned along with the GRSE and informed 48 hours prior to the event in writing will be treated as exception to the above.
- e) Downtime will not be considered under the following conditions:
  - i. Repair time due to machine failure caused by confirmed environmental conditions.
  - ii. Repair time due to machine failure caused by usage of non-standard consumables.
  - iii. Standby Hardware to be provided, if downtime is more than 24 hours.
- f) Service Exclusions :
  - i. Damage due to Environmental conditions like Electrical Power Surge, Lightning and Inadequate Cooling system, Humidity.
  - ii. Damage due to Insects & Rodents.

## 1.1.35 Deduction against non-compliance of SLA

- a) Uptime bellow SLA uptime indicator is subject to deduction of amount from Vendors AMC Bill. Deduction will be made for each SLI segment.

### b) Deduction methodology:

- i. Per day AMC cost will be calculated on the basis of basic AMC cost of the issued purchase order for each segments of the SLI as per respective SLA Weightage (SLAW) as mentioned above.  
[per day rate = (total basic AMC cost \* SLAW)/(365\*100)]
- ii. The same procedure will be followed to calculate hourly deduction.
- iii. Service Level uptime below 90% for major SLI segments may lead to forfeiture of the entire bill amount for that quarter.

## 1.1.36 On-Site Man Power with preferred certifications :

SINo.1

Role : Network & Security Specialist

Shift : 1 person in 8am-5 pm and 1 person in 2pm-10pm

Qualification : Engineering Degree/ Diploma

Certifications : CCNA/CCNP/CCSA/CCSP

Experience : 5 years

No. of Personnel : 2

SINo. 2

Role : Server & Storage (2-Linux, 2-Windows)

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Shift:2 persons in (8am-5pm),1 person in (2pm-10pm), and 1 in (10pm-8am)

Qualification:Engineering Degree

Certifications: RHCE, MCSE

Experience : 5 years

No. of Personnel : 4

SINo. 3

Role : DB expert (Oracle, MS SQL)

Shift:1 person in (8am-5pm)

Qualification:Engineering Degree

Certifications: Any DB certificate

Experience : 5 years

No. of Personnel : 1

SINo. 4

Role : Helpdesk Support Engineer (PC, DC Monitoring)

Main,RBD=4(24x7)

Shift:2 persons in (8am-5pm),1 person in (2pm-10pm), and 1 person in (10pm-8am)

Qualification:Degree/Diploma in Engineering/Technology

Certifications: ITIL Knowledge

Experience : 3 years

No. of Personnel : 4

SINo. 5

Role : Helpdesk Support Engineer For all locations/units :

61P/CDO=1, FOJ, TU=1, Ranchi=1, ROs=1 weekly visit

Shift:2 persons in (8am-5pm),1 person in (2pm-10pm), and 1 person in (10pm-8am)

Qualification:Degree/Diploma in Engineering/Technology

Certifications: ITIL Knowledge

Experience : 3 years

No. of Personnel : 4

SINo. 6

Role : Exchange Administrator

Shift: 1 person in (8am-5pm)

Qualification:Degree/Diploma in Engineering/Technology

Certifications: MCITP Exchange

Experience : 3 years

No. of Personnel : 1

SINo. 7

Role : Share Point Administrator and development

Shift : 1 person in (8am-5pm)

Qualification:Degree/Diploma in Engineering/Technology

Certifications: MCSE in SharePoint

Experience : 3 Years

No. of Personnel : 1

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- a) The selected onsite engineers will be interviewed by GRSE for final recommendation.
- b) The vendor will not be allowed for frequently changing the ONSITE engineers.
- c) The vendor has to arrange weekly visit of 01 Desktop Engineer at all Regional offices.

#### 1.1.37 Attendance

The onsite engineers will maintain their attendance on the registrar / punch m/c as per GRSE.

#### 1.1.38 Job Outsource

None of the maintenance activities will be outsourced by the selected vendor without prior approval of GRSE.

#### 1.1.39 Documentation

The vendor should provide the following documents as and when available and required:

- a) Detail documentation regarding all technical solutions.
- b) User Handbook/ Operators Manual.
- c) Design Specifications and Network architecture
- d) OEM's standards.
- e) General information and safety instructions
- f) System Operating instructions
- g) Functional description
- h) Preventive/ Corrective Maintenance
- i) Troubleshooting
- j) Part lists
- k) Installation details
- l) Sub-Suppliers list
- m) Training Manuals etc.

#### 1.1.40 Training

- a) The vendor will impart informal training to GRSE staff for awareness of related system operation and maintenance in normal scenario or for handling emergency situation for long term benefit.
- b) Training on Basic Computer operation has to be provided in a batch of average 15 persons per month until end of the contractual period.

#### 1.1.41 Exclusions

The following are however, excluded from the scope of this contract:

- a) Damage due to any natural calamity.
- b) Repair of mechanical damage caused by any means other than by regular wear & tear.
- c) Any damage caused by rat / insect bite etc.
- d) Consumables like Ink Cartridge, Printer Ribbon, Tonner,
- e) Stationery.
- f) Media such as Floppy Disk, CD ROM etc.
- g) Electrical work external to the system.

#### 1.1.42 Delivery Schedule

Service delivery of support calls must be provided in time maintaining SLA.

#### 1.1.43 Renewal of contract

Depending upon the performance of the delivery of the vendor, GRSE may after the expiry of the contract period may opt for renewal of the same contract for a maximum period of another 2 years with the same final PO price.

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The vendor should submit such renewal proposal to the In-charge of ERP Department four weeks prior to the expiry of the contract. However GRSE reserves the right to go in for tendering process.

1.1.43 b) Either party may exit from the contract with an advance notice of 90 days.

1.1.44 Formal closure of the contract

The vendor will submit all the closure reports like system status, pending issues, license status, OEM contract status, complete inventory, system password, system operation and maintenance procedures etc. 15 days before the contract end date.

## 2. Terms and Conditions

2.1.1 Amendments to contract

a. No variation or modifications of the contract shall be made except by written amendment signed by both the party.

2.1.2 Completion of contract

The vendor shall so organize his resources and perform his work as to complete it not later than the date agreed to

2.1.3 Extension of contract

GRSE may consider extension of the contract for operating items beyond the total project duration at a mutually agreed rate.

2.1.4 Price

The quoted price should be basic price plus 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.

2.1.5 Payment Schedule

Payment will be on quarterly arrear basis.

2.1.6 Billing

a) Single bill in triplicate shall be submitted by the vendor for each quarter.

b) Payment shall be made on quarterly basis through ECS after submission of bill. No advance payment can be made by GRSE. Offer having any advance payment condition will be rejected.

c) Bill to be submitted, duly certified by In-charge(ERP) and HR Dept. for statutory compliances, to the office of GRSE Corporate Finance Dept. Vendor needs to get NEFT/RTGS registration before submission of any bill as per GRSE's standard formalities.

2.1.7 Payment Terms

a) Payment will be made by GRSE through NEFT/RTGS within a period of 30 days after submission of the bill in triplicate along with Work Completion Certificate. The Vendor shall submit the invoice along with work completion certificate in triplicate to GRSE Finance Department.

b) Vendor may note that no advance payment will be made.

2.1.8 Security Deposit

The successful bidder shall submit Security Deposit by Bank draft or in the form of Bank Guarantee as per GRSE's Bank Guarantee Format (enclosed) within 15 days of placement of order for 5% value of the contract, in Banker's Sealed Envelope. The Security Deposit will be valid for 60 days beyond the tenure of contract.

In the event of failure to execute the contract satisfactorily or default by the successful bidder, the above Security Deposit will stand forfeited. No interest will be payable by GRSE for the Security Deposit.

2.1.9 Performance Bank Guarantee

The successful bidder is required to submit a performance bank guarantee for 10% of the value of the contract. In case the same is not received prior to submission of invoice for payment, 10% of the invoiced amount will be deducted. The deducted amount will be returned on completion of the Contract.

Please Refer Annexure B for Format of PBG.

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## 2.1.10 Guidelines for submission of Bank Guarantee

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GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

43/46, Garden Reach Road, Kolkata 700 024

1. Non-Judicial Stamp Paper # N. J. S. Paper of ` 60/- (Rupees Sixty Only) is to be obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of ` 60/- 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 envelope 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/Nationalized 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 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. require 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.

## 2.1.11 FORMAT OF BANK GUARANTEE

Please refer Annexure C

## 2.1.12 Deduction from Contract price

All costs, damages, or expenses that the successful Vendor is liable to pay, but was incurred by GRSE, will be claimed by GRSE. The successful Bidder shall pay such claims within fifteen (15) days of receipt of the Claim. If the successful bidder fails to pay within 15 days, then GRSE will be entitled to deduct the same from any monies due or becoming due for payment to the successful Vendor.

## 2.1.13 LD Liquidated Damage/Penalty

- a) The system uptime will be maintained as per the "Service Level Indicator" As mentioned in RFP. Penalty will be applicable for non-complying with the SLA.
- b) For delay in completion of work for other segments of deliverables not mentioned in SLA, Liquidated Damage will be imposed @ 0.5 % per week or part thereof on the undelivered portion of the service, subject to max 5% of the total base invoice amount.
- c) Deduction calculation will be on the basis of SLA and individual price breakup of Manpower cost.
- d) Calculation for deduction of penalty shall be clearly indicated in the logbook and vendor to submit their bill accordingly after allowing deduction towards down time penalty (details to be separately annexed with bill for verification & certification by user/ Engineer).

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## 2.1.14 Damage to GRSE Properties

In case of any accident/damage to GRSE properties by the vendor, full responsibility will be attributed to the contractor.

## 2.1.15 Inspections

- a) Authorized representatives of GRSE shall have the right to be associated with the successful Bidder's implementation team
- b) GRSE may at its option get the successful Bidder's deliverables inspected by a third Party if it feels necessary. GRSE will bear all inspection charges on this account.
- c) The successful bidder shall be responsible for to make good all the deficiencies pointed out during the acceptance testing at no extra cost. GRSE will not reimburse any extra cost incurred by the vendor in meeting the deficiencies.

## 2.1.16 Inspection Authority

All supplies will be subject to GRSE's inspection and approval by an appropriate authority/ agency nominated by GRSE.

## 2.1.17 Indemnity

The Vendor shall hold harmless and keep the Purchaser indemnified of, from and against all claims arising out of and / or as a result of infringement of any patent / copy right / intellectual property right on account of use of / in connection with any deliverables covered by offer/order.

## 2.1.18 Grafts and Commissions

Any graft, commission, gift or advance, promised or offered by or on behalf of the Vendor would lead to cancellation of this contract and all other future Contracts with GRSE.

## 2.1.19 Single Point of Responsibility

The scope of the Contract shall be on the basis of single point responsibility lying with the Vendor completely covering the services specified under the RFP document

## 2.1.20 Correspondences and Notices

Any correspondence or notice from one party to another under the terms of Contract shall be served in writing either by letter or email/fax message.

## 2.1.21 Assignment and subletting of Contract for implementation

The successful Bidder shall not assign the Contract or any part thereof to a third party without GRSE Consent.

## 2.1.22 Use of Contract Documents and Information

- a) All documents pertaining to this order are property of GRSE and shall not be used for any other purpose, except for execution of this Contract.
- b) All Projects related document issued by GRSE, other than the Contract itself, shall remain the property of GRSE and shall be returned to GRSE on completion of Successful Bidder's performance under the Contract if so required by GRSE.
- c) The successful Bidder shall not communicate or use in advertising, publicity, sales release or any other medium unless prior written permission is obtained from GRSE.

## 2.1.23 Secrecy of Information

- i. All reports and relevant data such as Statistics / Business Processes and supporting records or materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of GRSE. You have agreed to deliver all such material back to GRSE upon completion of this contract.
- ii. You shall, at all times, during the continuance of the agreement and for a period of 10 (ten) years after its expiration /

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termination, shall exercise due care, caution and endeavour to keep the GRSE's confidential information confidential and accordingly not disclose any such confidential information to any other person other than for the performance of the obligations under the agreement. You shall indemnify and / or undertake that the confidential information, acquired by you during operation and/or implementation of the contract, shall not be divulged to any other person or party and shall continue to remain valid even after expiry and/or termination of 10 years.

iii. All information given to the bidder for the execution of the order is to be treated as CONFIDENTIAL. The technical information and other related documents should not be used for any other purpose except for the execution of the subject work. You shall give an undertaking in favour of GRSE that in the event of any breach of the stated provisions, you will make good any loss / cost / damage /any other claim whatsoever suffered by GRSE or preferred by anybody to GRSE in this respect subject to giving full opportunity to you to defend.

iv. A separate non-disclosure agreement (NDA) as per the format of GRSE will be executed after placement of PO and before starting of the execution of the order.

#### 2.1.24 Intellectual Property Rights

The successful Bidder represents and Warrants that the software tools and accessories used for the scope of work does not infringe any Intellectual property rights held by any third Party.

#### 2.1.25 Suspension of Work

GRSE reserves the right to suspend and reinstate execution of the whole or part of the work without invalidating the provisions of the Contract. GRSE will issue orders for suspension or reinstatement of the work to the successful Bidder in writing.

#### 2.1.26 Contract Closure

On completion of the contract, the Items owned by GRSE will be handed over in serviceable state to GRSE. Necessary documents and status reports must be submitted by the Vendor.

#### 2.1.27 Risk purchase and Termination of Contract

a) If the contract or any part thereof is not completed within the stipulated period, GRSE reserves the right to terminate the contract and to get the order completed from alternate sources at the risk, responsibility and cost of the Vendor. GRSE shall notify vendor in case of poor performance / progress by the vendor. In case corrective measures are not taken by vendor to improve upon the performance within Seven days from the date of receipt of such notice, GRSE shall have the right to terminate the contract either in full or in part and get the works completed by any other agency at risk and cost of vendor. Extra cost incurred in the process of termination and getting the job done from alternative source, if any, will be recovered from the Vendor's Security deposit or pending bills and /or be recovered if necessary by due legal process.

b) GRSE shall have the right to terminate this contract due to commission of any illegal act or causing breach of security by the vendor or any of their men and agent, at the risk, cost and liabilities of the vendor. This contract shall also be terminated by GRSE in the event of declared bankruptcy of the Vendor.

#### 2.1.28 Force Majeure

a) Should any force majeure circumstance arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party, within 15 days of its occurrence, informs the other party in writing.

b) Force majeure shall mean fire, floods, earth quake natural calamities or other acts, such as war, turmoil, strikes, sabotage, explosions, quarantine and restrictions beyond the control of either party.

c) It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and/or acceptance of delivery under the contract or otherwise to the detriment of either party.

#### 2.1.29 Foreclosure & Excepted Matter

a) For any reason whatsoever, if GRSE intends, not to carry out work within the scope of this tender/order, GRSE shall forward a written notice of foreclosure to the Vendor advising the Vendor to stop all activities for implementation of this

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order forthwith.

b) Vendor shall not be entitled to any compensation and/or damage for such foreclosure. However, all Costs incurred by Vendor, as on the date of issuance of the notice of foreclosure and as would be reasonably determined on the basis of documents submitted by the Vendor, shall be paid to the Vendor within a period of 60 days from the date of determination of such cost after adjusting any amount paid to or lying with the Vendor. With regard to determination of such cost, the decision of the officer to be nominated by the Chairman & Managing Director of GRSE in this regard shall be final and binding upon the parties. Such matter, in all respects, shall be treated to be an "excepted matter" and shall not be arbitrable in accordance with the Arbitration clause contained in this order.

## 2.1.30 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.
- 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 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.
- vi) 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.
- 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 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.

## 2.1.31 Jurisdiction

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

a) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

b) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

c) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

d) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

e) The Firm engaged in work are required to have registration under the Service Tax.

## 1.1.40 Training

a) The vendor will impart informal training to GRSE staff for awareness of related system operation and maintenance in normal scenario or for handling emergency situation for long term benefit.

b) Training on Basic Computer operation has to be provided in a batch of average 15 persons per month until end of the contractual period.

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REGISTERED OFFICE  
GARDEN REACH SHIPBUILDERS &  
ENGINEERS LTD,43/46 ,  
Garden Reach Road,  
Kolkata:700024 INDIA  
CIN: L35111WB1934G01007891  
TEL NO. 033-2469-8100(14 LINES)  
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# Garden Reach Shipbuilders & Engineers Ltd.

(A GOVT. OF INDIA UNDERTAKING)  
43/46, Garden Reach Road / Kolkata

Purchase order

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## 1.1.41 Exclusions

The following are however, excluded from the scope of this contract:

- a) Damage due to any natural calamity.
- b) Repair of mechanical damage caused by any means other than by regular wear & tear.
- c) Any damage caused by rat / insect bite etc.
- d) Consumables like Ink Cartridge, Printer Ribbon, Tonner,
- e) Stationery.
- f) Media such as Floppy Disk, CD ROM etc.
- g) Electrical work external to the system.

## 1.1.42 Delivery Schedule

Service delivery of support calls must be provided in time maintaining SLA.

## 1.1.43 Renewal of contract

Depending upon the performance of the delivery of the vendor, GRSE may after the expiry of the contract period may opt for renewal of the same contract for a maximum period of another 2 years with the same final PO price.

The vendor should submit such renewal proposal to the In-charge of ERP Department four weeks prior to the expiry of the contract. However GRSE reserves the right to go in for tendering process.

1.1.43(b) Exit Clause: Either party may exit from the contract with an advance notice period of 90 days.

## 1.1.44 Formal closure of the contract

The vendor will submit all the closure reports like system status, pending issues, license status, OEM contract status, complete inventory, system password, system operation and maintenance procedures etc. 15 days before the contract end date.

## 2. Terms and Conditions

### 2.1.1 Amendments to contract

a. No variation or modifications of the contract shall be made except by written amendment signed by both the party.

### 2.1.2 Completion of contract

The vendor shall so organize his resources and perform his work as to complete it not later than the date agreed to.

### 2.1.3 Extension of contract

GRSE may consider extension of the contract for operating items beyond the total project duration at a mutually agreed rate.

### 2.1.4 Price

The quoted price should be basic price plus 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.

### 2.1.5 Payment Schedule

Payment will be on quarterly arrear basis.

### 2.1.6 Billing

- a) Single bill in triplicate shall be submitted by the vendor for each quarter.
- b) Payment shall be made on quarterly basis through ECS after submission of bill. No advance payment can be made by GRSE. Offer having any advance payment condition will be rejected.
- c) Bill to be submitted, duly certified by In-charge(ERP) and HR Dept. for statutory compliances, to the office of GRSE

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Corporate Finance Dept. Vendor needs to get NEFT/RTGS registration before submission of any bill as per GRSE's standard formalities.

#### 2.1.7 Payment Terms

a) Payment will be made by GRSE through NEFT/RTGS within a period of 30 days after submission of the bill in triplicate along with Work Completion Certificate. The Vendor shall submit the invoice along with work completion certificate in triplicate to GRSE Finance Department.

b) Vendor may note that no advance payment will be made.

#### 2.1.8 Security Deposit

The successful bidder shall submit Security Deposit by Bank draft or in the form of Bank Guarantee as per GRSE's Bank Guarantee Format (enclosed) within 15 days of placement of order for 5% value of the contract, in Banker's Sealed Envelope. The Security Deposit will be valid for 60 days beyond the tenure of contract.

In the event of failure to execute the contract satisfactorily or default by the successful bidder, the above Security Deposit will stand forfeited. No interest will be payable by GRSE for the Security Deposit.

#### 2.1.9 Performance Bank Guarantee

The successful bidder is required to submit a performance bank guarantee for 10% of the value of the contract. In case the same is not received prior to submission of invoice for payment, 10% of the invoiced amount will be deducted. The deducted amount will be returned on completion of the Contract.

Please Refer Annexure B for Format of PBG.

#### 2.1.10 Guidelines for submission of Bank Guarantee

FORMAT NO. OS/03/0085

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

43/46, Garden Reach Road, Kolkata 700 024

1. Non-Judicial Stamp Paper # N. J. S. Paper of ` 60/- (Rupees Sixty Only) is to be obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of ` 60/- 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 envelope 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/Nationalized 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. require 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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## 2.1.11 FORMAT OF BANK GUARANTEE

Please refer Annexure C

## 2.1.12 Deduction from Contract price

All costs, damages, or expenses that the successful Vendor is liable to pay, but was incurred by GRSE, will be claimed by GRSE. The successful Bidder shall pay such claims within fifteen (15) days of receipt of the Claim. If the successful bidder fails to pay within 15 days, then GRSE will be entitled to deduct the same from any monies due or becoming due for payment to the successful Vendor.

## 2.1.13 LD Liquidated Damage/Penalty

- a) The system uptime will be maintained as per the "Service Level Indicator" As mentioned in RFP. Penalty will be applicable for non-complying with the SLA.
- b) For delay in completion of work for other segments of deliverables not mentioned in SLA, Liquidated Damage will be imposed @ 0.5 % per week or part thereof on the undelivered portion of the service, subject to max 5% of the total base invoice amount.
- c) Deduction calculation will be on the basis of SLA and individual price breakup of Manpower cost.
- d) Calculation for deduction of penalty shall be clearly indicated in the logbook and vendor to submit their bill accordingly after allowing deduction towards down time penalty (details to be separately annexed with bill for verification & certification by user/ Engineer).

## 2.1.14 Damage to GRSE Properties

In case of any accident/damage to GRSE properties by the vendor, full responsibility will be attributed to the contractor.

## 2.1.15 Inspections

- a) Authorized representatives of GRSE shall have the right to be associated with the successful Bidder's implementation team
- b) GRSE may at its option get the successful Bidder's deliverables inspected by a third Party if it feels necessary. GRSE will bear all inspection charges on this account.
- c) The successful bidder shall be responsible for to make good all the deficiencies pointed out during the acceptance testing at no extra cost. GRSE will not reimburse any extra cost incurred by the vendor in meeting the deficiencies.

## 2.1.16 Inspection Authority

All supplies will be subject to GRSE's inspection and approval by an appropriate authority/ agency nominated by GRSE.

## 2.1.17 Indemnity

The Vendor shall hold harmless and keep the Purchaser indemnified of, from and against all claims arising out of and / or as a result of infringement of any patent / copy right / intellectual property right on account of use of / in connection with any deliverables covered by offer/order.

## 2.1.18 Grafts and Commissions

Any graft, commission, gift or advance, promised or offered by or on behalf of the Vendor would lead to cancellation of this contract and all other future Contracts with GRSE.

## 2.1.19 Single Point of Responsibility

The scope of the Contract shall be on the basis of single point responsibility lying with the Vendor completely covering the services specified under the RFP document

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## 2.1.20 Correspondences and Notices

Any correspondence or notice from one party to another under the terms of Contract shall be served in writing either by letter or email/fax message.

## 2.1.21 Assignment and subletting of Contract for implementation

The successful Bidder shall not assign the Contract or any part thereof to a third party without GRSE Consent.

## 2.1.22 Use of Contract Documents and Information

- a) All documents pertaining to this order are property of GRSE and shall not be used for any other purpose, except for execution of this Contract.
- b) All Projects related document issued by GRSE, other than the Contract itself, shall remain the property of GRSE and shall be returned to GRSE on completion of Successful Bidder's performance under the Contract if so required by GRSE.
- c) The successful Bidder shall not communicate or use in advertising, publicity, sales release or any other medium unless prior written permission is obtained from GRSE.

## 2.1.23 Secrecy of Information

- i. All reports and relevant data such as Statistics / Business Processes and supporting records or materials compiled or prepared in the course of the services shall be confidential and shall be the absolute property of GRSE. You have agreed to deliver all such material back to GRSE upon completion of this contract.
- ii. You shall, at all times, during the continuance of the agreement and for a period of 10 (ten) years after its expiration / termination, shall exercise due care, caution and endeavour to keep the GRSE's confidential information confidential and accordingly not disclose any such confidential information to any other person other than for the performance of the obligations under the agreement. You shall indemnify and / or undertake that the confidential information, acquired by you during operation and/or implementation of the contract, shall not be divulged to any other person or party and shall continue to remain valid even after expiry and/or termination of 10 years.
- iii. All information given to the bidder for the execution of the order is to be treated as CONFIDENTIAL. The technical information and other related documents should not be used for any other purpose except for the execution of the subject work. You shall give an undertaking in favour of GRSE that in the event of any breach of the stated provisions, you will make good any loss / cost / damage /any other claim whatsoever suffered by GRSE or preferred by anybody to GRSE in this respect subject to giving full opportunity to you to defend.
- iv. A separate non-disclosure agreement (NDA) as per the format of GRSE will be executed after placement of PO and before starting of the execution of the order.

## 2.1.24 Intellectual Property Rights

The successful Bidder represents and Warrants that the software tools and accessories used for the scope of work does not infringe any Intellectual property rights held by any third Party.

## 2.1.25 Suspension of Work

GRSE reserves the right to suspend and reinstate execution of the whole or part of the work without invalidating the provisions of the Contract. GRSE will issue orders for suspension or reinstatement of the work to the successful Bidder in writing.

## 2.1.26 Contract Closure

On completion of the contract, the Items owned by GRSE will be handed over in serviceable state to GRSE. Necessary documents and status reports must be submitted by the Vendor.

## 2.1.27 Risk purchase and Termination of Contract

- a) If the contract or any part thereof is not completed within the stipulated period, GRSE reserves the right to terminate the

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contract and to get the order completed from alternate sources at the risk, responsibility and cost of the Vendor. GRSE shall notify vendor in case of poor performance / progress by the vendor. In case corrective measures are not taken by vendor to improve upon the performance within Seven days from the date of receipt of such notice, GRSE shall have the right to terminate the contract either in full or in part and get the works completed by any other agency at risk and cost of vendor. Extra cost incurred in the process of termination and getting the job done from alternative source, if any, will be recovered from the Vendor's Security deposit or pending bills and /or be recovered if necessary by due legal process.

b) GRSE shall have the right to terminate this contract due to commission of any illegal act or causing breach of security by the vendor or any of their men and agent, at the risk, cost and liabilities of the vendor. This contract shall also be terminated by GRSE in the event of declared bankruptcy of the Vendor.

#### 2.1.28 Force Majeure

a) Should any force majeure circumstance arise, each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party, within 15 days of its occurrence, informs the other party in writing.

b) Force majeure shall mean fire, floods, earth quake natural calamities or other acts, such as war, turmoil, strikes, sabotage, explosions, quarantine and restrictions beyond the control of either party.

c) It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and/or acceptance of delivery under the contract or otherwise to the detriment of either party.

#### 2.1.29 Foreclosure & Excepted Matter

a) For any reason whatsoever, if GRSE intends, not to carry out work within the scope of this tender/order, GRSE shall forward a written notice of foreclosure to the Vendor advising the Vendor to stop all activities for implementation of this order forthwith.

b) Vendor shall not be entitled to any compensation and/or damage for such foreclosure. However, all Costs incurred by Vendor, as on the date of issuance of the notice of foreclosure and as would be reasonably determined on the basis of documents submitted by the Vendor, shall be paid to the Vendor within a period of 60 days from the date of determination of such cost after adjusting any amount paid to or lying with the Vendor. With regard to determination of such cost, the decision of the officer to be nominated by the Chairman & Managing Director of GRSE in this regard shall be final and binding upon the parties. Such matter, in all respects, shall be treated to be an "excepted matter" and shall not be arbitrable in accordance with the Arbitration clause contained in this order.

#### 2.1.30 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.

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 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.

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- vi) 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.
- 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 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.

## 2.1.31 Jurisdiction

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

a) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

b) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

c) GSRE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

d) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

e) The Firm engaged in work are required to have registration under the Service Tax.

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