



Garden Reach Shipbuilders & Engineers Ltd.
(A Govt. of India Undertaking)
BAILEY BRIDGE DEPARTMENT
61 PARK, 61 GARDEN REACH ROAD, KOLKATA-700 024
Telephone: 033 2469-8141, Ext-6358, Fax: 033-2469-1400/8150
Web site: www.grse.nic.in, E-Mail: chakraborty.s@grse.co.in
CIN: U35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

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

NIT NO.: BB/SC/LT/22-23/OGP BB Components/3921/**ET-1925**

DT.: 02.01.2023

Job Title. **"Manufacture and Supply of OG Painted BB Components"**

Type of Tender. Limited Tender Enquiry (LTE)
Tender issuing Dept. BB Purchase Dept, 61 Park Unit

Note.

This notice is being published for information only and is not open invitation to quote in this limited tender.

Participation in this tender is by invitation only and is limited to the selected procuring Entity's registered suppliers. Unsolicited offers are liable to be ignored.

However, suppliers who desire to participate in such tenders in future may apply for registration with Procuring Entity as per procedure

(Manual for Procurement of Goods 2017, chapter 5, clause no 5.1.3)

GRSE reserves the right to cancel the LTE at point of time without assigning any reason to anyone.

ARTICLE 1. SCHEDULE OF CALENDAR DATES

| SCHEDULE | | |
|-------------------------------|-------------------------------|-------------------|
| Tender Due Date | 06-01-2023 | 12.00 Hrs. |
| Tender Opening Date (Part I) | 06-01-2023 | 15.00 Hrs. |
| Offer Validity Period minimum | 120 days from Tender due date | |
| Pre-bid Meeting | | |

ARTICLE 2. COMMERCIAL REQUIREMENT FOR THE NIT

| FEES / DEPOSITS | |
|--|-----------------------|
| PBG | 3 % of Order Value |
| Liquidity Damage | 5 % of unexecuted job |
| Billing Frequency | On Completion Job |
| Evaluation of L1 | Line item wise |
| GeM Transaction Charge (If applicable) | As per Annexure -XII |



ARTICLE 3. ANNEXURE FORMS PART OF THIS TENDER

| | |
|---------------|--|
| Annexure I | Statement of Technical Requirement (SOTR) and Special Terms and Conditions |
| Annexure II | GRSE Standard Terms and Conditions (STAC) |
| Annexure III | Format for – Integrity Pact |
| Annexure IV | Format for – Non-Disclosure Agreement |
| Annexure V | Guidelines for submission of Bank Guarantee |
| Annexure VI | Format for – Bank Guarantee Format for EMD |
| Annexure VII | Proforma of Bank Guarantee towards satisfactory performance |
| Annexure VIII | Format for Bond of Undertaking |
| Annexure IX | Free Issue Materials |
| Annexure X | Bid Security Declaration |
| Annexure XI | Format for Indemnity Bond |
| Annexure XII | GeM Transaction Charge |

ARTICLE 4. DOCUMENTS TO BE UPLOADED (As applicable)

| | |
|----|---|
| 1 | DD/PO or MSE/NSIC Exemption certificate towards tender fee |
| 2 | DD/PO/BG or MSE/NSIC Exemption certificate towards EMD |
| 3 | Technical Acceptance format as available with NIT after being downloaded and filled up |
| 4 | Commercial Acceptance Format as available with NIT after being downloaded and filled up |
| 5 | Documents meeting the Technical Eligibility Criteria |
| 6 | Documents meeting the Financial Eligibility Criteria |
| 7 | Solvency Certificate from Banker |
| 8 | Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility. |
| 9 | PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC |
| 10 | Integrity Pact |
| 11 | Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner |
| 12 | Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member. |

- a. Documents mentioned above to be uploaded as applicable.
- b. Registered Bidders with GRSE need not upload para 9 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
- c. Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO (as applicable)

ARTICLE 5. DOCUMENTS IN PHYSICAL FORM TO SUBMIT (As Applicable)

| PHYSICAL SUBMISSION | | |
|---------------------|----------------|---|
| 1 | Tender Fee | Within 03 days from opening of Part I bid, if applicable |
| 2 | EMD | Within 03 days from opening of Part I bid, if applicable |
| 3 | Integrity Pact | (As applicable) by winning Bidder before placement of order |

Above original Negotiable Instruments as stipulated, to reach to AGM/BB, 61 Park Unit within stipulated period as indicated above (if Applicable) in a sealed envelope with tender number and job duly superscripting on it.

ARTICLE 6. JOB EXECUTION SCHEDULE

- (A) **Mobilisation Period (for raw material purchase by the vendor)**
NIL.
- (B) **Delivery Schedule.** From date of placement of LOI/PO.



| SI No | Part Number | Description | Finish | Unit Wt Kgs | Qty | Delivery Schedule per month |
|-------|-------------|----------------------------------|--------|-------------|------|-----------------------------|
| 1 | ---- | Chesses Steel Double (Std Width) | OGP | 83.40 | 2340 | 1170 / month |
| 2 | ----- | Chesses Steel Single (Std Width) | OGP | 41.70 | 300 | 150 / month |

ARTICLE 7. JOB EXECUTION

The job is to be carried out strictly as per SOTR, relevant drawings as indicated in Annexure-I with vendor's material.

The work is to be carried out by the vendor at their own premises utilizing their own resources and facilities including all consumables and labour at no extra cost.

ARTICLE 8. WARRANTY CLAUSE

Warranty of the job: Applicable.

Period of warranty: 24 months from the date of issue of ICGRN.

(Detailed at clause 8 of STAC, Annexure II of NIT)

ARTICLE 9. PRICE

Price quoted will remain firm and fixed for the entire contract period, till completion of work awarded. Price is to be quoted exclusive of all taxes & duties. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

(Refer Clause 10 of STAC, Repeat Order, Annexure II of NIT)

ARTICLE 10. ESCALATION

No escalation will be considered for the entire contract period, till completion of work awarded.

(Refer ARTICLE 9)

ARTICLE 11. UNREASONABLE QUOTES / ABNORMALLY LOW QUOTES

In case, the price of L-1 bidder is found unreasonably low and / or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line with provision of **Bid Security Declaration** (Annexure-X).

However, in case the L1 bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and the next quote will be considered as L1.

ARTICLE 12. OFFER VALIDITY

Offer is to be valid for **120 days** from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond **120 days** against valid reason.

ARTICLE 13. CONDITIONAL OFFER

Conditional offers w.r.t. SOTR will not be accepted. However, in case of bidder wish to deviate on any/ same commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with



deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE then suitable loading for such deviation on the price quoted by the bidder will be considered prior to determine the L1 price.

ARTICLE 14. DETERMINATION OF L1

L1 will be decided line item wise.

However, in case of loading the price, GRSE will evaluate L1 bidder online, considering all loading factor low quoted price.

When price breakup is sought as an attachment to price bid format (Part II bid) and in case of discrepancy between price quoted in online (html) format & the attached breakup; then price quoted in the attached breakup should be considered for final evaluation and deriving L1.

ARTICLE 15. OPENING OF BIDS

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

If any bidder qualifies for trial / developmental order and is invited to participate in the LTE, but fails to deliver the developmental order, then price bid of the bidder shall not be opened prior to successful completion of trial / developmental order. In case, the bidder fails to deliver item before opening of price bid the techno-commercial offer of the said firm shall be rejected.

ARTICLE 16. MICRO & SMALL ENTERPRISES

Purchase preference may be given to eligible Micro and Small Enterprise Firms, as per MSME Act provided, the tendered job is listed in their MSE document.

(Detailed at Clause 1 of STAC, Annexure II of NIT)

ARTICLE 17. AWARDING JOBS TO MULTIPLE BIDDER

GRSE at its discretion may engage multiple bidders / sub-contractors to maintain & in the interest of the construction schedule.

Line item wise splitting is applicable.

(Detailed at Clause 2 of STAC, Annexure II of NIT)

ARTICLE 18. ELIGIBILITY CRITERIA

a. Only for enlisted Vendors.

ARTICLE 19. INSTRUCTION TO THE BIDDERS

a. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. No consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.

b. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement shall



immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.

c. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.

d. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

e. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute an irrevocable waiver of any such objection.

f. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.

g. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Act.

h. Post submission of Tender, such drawings and technical information are to be physically returned. Also all soft copies are to be destroyed and a self-certification to be submitted during CNC. Failing which the processing of bid will not be continued.

i. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part I bid.

j. Bidder is allowed to submit only one Bid under any capacity / status.

k. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.

l. Difficulty in submitting the bid:

a. Any query / difficulty in understanding of NIT or other technical Terms may be got clarified from "Mgr/BB, Email: chakraborty.s@grse.co.in, Land: +91-33-2469-8141-Extn 6358" prior to submission of offer.

b. Any difficulty in submitting / uploading of e-tender or for any system help, may contact GRSE procurement cell, E-mail: mtl.eproc@grse.co.in Landline: 033-24893902

ARTICLE 20. E-BID INSTRUCTION

- (a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <https://gem.gov.in/>
- (b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- (d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned. In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- (e) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.



- (f) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- (g) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- (h) **AMENDMENT OF TENDER DOCUMENT**
 - a. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
 - b. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
 - c. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 21. BID REJECTION CRITERIA

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

- (a) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- (b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- (c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- (d) Bid received without qualification documents, where required as per the tender.
- (e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- (f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- (g) EMD validity period is shorter than specified in the tender enquiry.
- (h) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- (i) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- (j) Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.

ARTICLE 22. SUBMISSION OF BID

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



ARTICLE 23. MANDATORY CLAUSE

Bids submitted by GRSE's competitors (i.e. those who competed with GRSE in any kind of tender enquiries) will summarily be rejected.

Soumyajyoti Chakraborty
Mgr (BB)
email: chakraborty.s@grse.co.in



STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE

1. 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.
 - ii. Exemption for payment of Earnest Money Deposit (EMD).
- e. Document part II of Entrepreneur memorandum (EM-II) must be submitted along with the offer for such preference to claim the benefit.
- f. Guidelines regarding procurement from MSME units may be referred to, if any.

2. DISTRIBUTION OF QUANTITY.

- a. The subject stores may be procured from more than one source to have smooth supply leading to meet our NIT schedule as well as the customer's delivery requirement. 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. Vendors quoting against this tender have to specifically accept this clause for our consideration to process their 'Bids'.
- b. While placing order, GRSE reserve right to distribute requirement quantity to L2, L3 vendor (60:40 ratio) or L1, L2 & L3 vendor (50:30:20).
- c. Vendors should note that our requirements are very specific in nature to comply with the delivery commitments to our customers. Hence, they are requested to quote their delivery schedule in strict confidence to meet our above delivery schedule.
- d. Vendor quoting against this tender have to specially accept this clause for consideration to process their bids.

3. EARNEST MONEY DEPOSIT (EMD), [If applicable]

Bidders are not required to submit any amount as EMD / Bid Security in the form of any negotiable instrument against this tender. However, in lieu to that, a **Bid Security Declaration**, has to be submitted as per format enclosed as **Annexure-X** with the tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.

MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Bid Security Declaration.

Non-submission of Bid Security Declaration or a valid MSE certificates may lead to offer rejection.

4. Security Deposit (SD), [If applicable]

- a. Post award of contract the submission of Security Deposit is to be fixed at 3% of the value of the contract.



- b. For contracts, once entered into with 3% Security Deposit there will be no subsequent increase in Security Deposit even beyond 31.12.2021.
- c. Exemption of SD for NSIC as applicable for GRSE will remain unaltered.

5. 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 PBG as per GRSE format.

Or,

However, in case a vendor chooses to keep 3% of the order value to be retained by GRSE as Performance Guarantee, the vendor should raise bill for 97% of the value of the materials supplied by the vendor. The retention money will be paid to the vendor as per performance guarantee clause, i.e., after 24 months from the date of ICGRN.

6. PERFORMANCE GUARANTEE.

- a. A Performance Guarantee of 3% of value of the order in the form of Bank Guarantee of any RBI scheduled Bank (Other than Co-operative Banks) as per GRSE's approved format will be furnished by the supplier within 2 weeks of first supply in case of order. This guarantee is to remain valid for the entire guarantee period of 24 months from the date of ICGRN.

OR

- b. Alternatively, 3% of value of the order will be deducted from each bill of the supplier & whole amount will be released after expiry of the guarantee period of 24 months from the date of ICGRN.
- c. Post award of contract, the submission of Performance Guarantee is to be fixed at 3% of the total value of the contract till 31.03.2023. However, the same will not be applicable for contracts under dispute wherein arbitration /court proceedings have already been started or are contemplated.
- d. For contracts once entered into with 3% Performance Guarantee there will be no subsequent increase in Performance Guarantee even beyond 31.03.2023.

7. 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 max 5% of the total value of the order. 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 successful replacement/ due-rectification of the concerned materials by the vendor.

8. WARRANTY / GUARANTEE PERIOD.

All the manufactured components should be guaranteed for **24 months from the date of ICGRN**. In case of any defect, if detected/reported within the Guarantee Period, the same shall be rectified by the contractor free of cost at place where components are kept isolated or at site, due to defective workmanship with respect to its application.

9. 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. "GRSE may also terminate the contract and initiate Risk Purchase at any point of time if it is found that the Vendor has given incorrect/wrong/false declaration regarding its qualification criteria for obtaining the Contract, apart from its right to initiate other proceedings against the Vendor as per law".



10. REPEAT ORDER.

GRSE reserves the right to place **Repeat Order with 200% quantity**, at the same rate, terms and conditions, during or after satisfactory execution of the original order and requirement of GRSE within 12 months from the date of placement of PO under this NIT.

11. 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.
- c. The price should remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever. Statutory taxes and duties, as applicable are to be stated specially and separately.

12. METHOD OF QUOTING.

- a. Rate to be quoted per item, as per the price bid template in the form of Indian Rupees per piece.
- b. L1 bidder to be declared for each item separately.

13. No conditional offer will be accepted.

14. VALIDITY OF PRICE.

- a. Your offer should remain valid for a period of **4 months (120 days)** from the due date of opening of tenders.
- b. The finalised price / rate will remain **firm & fixed till completion** & satisfactory execution of the entire contract from the date of placement of first PO/LOI with no escalation applicable, whatsoever.

15. TAXES & DUTIES.

- a. GST as per prevailing rates would be applicable.
- b. Any upward revision in taxes & duties or, if imposed beyond contractual delivery period, will be to vendor's A/c.

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

17. SPECIAL NOTE.

- a. 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.
- b. When an order is issued to a vendor / Contactor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job outside their own premises without obtaining prior approval from the ordering authority and without intimation of the name and credentials of the concerned subcontractor to ordering authority.
- c. GRSE representatives may visit the place of works of the vendor during execution of the order.

18. GRSE reserve the right to enter into separate rate contracts other than these respondents at the L1 negotiated price, terms and conditions.

19. VENDOR REGISTRATION.

- a. The bidders, if registered with the vendor registration cell of GRSE, have to indicate the respective Supplier's 5-digit code no. & group code no. to which they are registered, in the offer.
- b. In case the successful bidder is not an enlisted vendor, the vendor has to get them registered with GRSE as per the standard procedure.



20. **ASSIGNMENT.** 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 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. Further prior written approval shall be required from the ordering authority/GRSE by the contractor for sub-contracting job work/part of work outside the premises of the Contractor.
21. **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.
22. **MANDATORY CLAUSE.** Non-disclosure agreement and non-competitive agreement to be signed (as approved) for executing this contract.
23. **SECRECY OF INFORMATION.**
- All drawings/documents are confidential in nature. The contractor should not copy any part of the drawings. The drawings (if issued) must be returned to GRSE while submitting the offers/completion of the particular job.
 - 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.
24. **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 on 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. Strike/Riot/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.
25. **ARBITRATION.**
- 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.
 - In the event the parties fail to mutually appoint a Sole Arbitration within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provision of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitration by the Hon'ble Court.
 - 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.
 - The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
 - In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointment by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court



At Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a suitable Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

- f. Also in the event of an arbitration award is set aside by a competent court the parties may appoint a Sole Arbitration mutually or on failing to appoint a Sole Arbitration Mutually within the statutory period then either of the parties may file the application before the Hon'ble High Court Calcutta under the previous of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- 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.
- h. The language of the proceeding shall be in English".

- 26. **JURISDICTION.** Litigation, if any pertaining to this contract will come under the jurisdiction of the Competent Court at Kolkata.
- 27. Unless otherwise mentioned all other terms and conditions will be as per General Conditions of purchase of GRSE.
- 28. Integrity pact (As applicable) as per GRSE format on non-judicial stamp paper of value Rs.110/- must be submitted along with techno commercial bid. Hard copy (original) must be send to the undersigned through speed/courier prior to tender due date. Offer without integrity pact may be rejected.
- 29. **Insurance.** The contractor / vendor shall cover all the materials with suitable insurance coverage during transit, at their own cost, as applicable.



INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

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 I 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)
.....
.....



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: |



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

1. Non- Judicial Stamp Paper – Non Judicial Stamp Paper of Rs. 60/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 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 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.



**FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY
(To be used by all scheduled Banks)**

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Calcutta-700024 (hereinafter called "the Buyer") having agreed to exempt M/s (herein after called "the party") from the demand, under the terms and condition contained in the Tender No..... dated (hereinafter called "the Said") of Security Deposit for the due fulfillment by the said party's of the terms conditions contained in the said Tender on production of a Bank Guarantee for (Rs.....only) we.....Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay Buyer an amount not exceeding Rs against any breach by the said Party of any of the terms & condition contained in the said Tender.
2. We, Bankdo hereby undertake to pay the amounts due and payable under this Guarantee without any reference to the party and without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused, to or suffered by the Buyer by reason of any breach by the said Party of any of the terms of conditions contained in the said Tender or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due to and payable by the Bank under this Guarantee.
3. We, Bank Limited further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied of discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited ,certifies that the terms and condition of the said Tender/Order have been fully & properly and carried out by the said party and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the, We shall be discharged of all liability under this Guarantee thereafter.
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extensions being granted to the said Party or for any forbearance, act of omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only), and that this Guarantee shall remain enforce until its expiry on the (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities thereof.

For Bank Limited

Dated the day of..... 2007.



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 excluded 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. _____ from the Buyer for manufacture and delivery of _____ 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 items/equipments supplied against the said order at least for a period of _____ from the date of last supply, i.e. from _____ AND WHEREAS the seller has agreed to promised and the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank far and on behalf of the seller hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer without any demur upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand a 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



DULY NOTARIZED BOND OF UNDERTAKING TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.60/- 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 it's registered office at.....through it's 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 it's successors in interest and assign.

Whereas the Principal has entered into a contract with the Contractor for.....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.....under 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..... All drawings/technology supplied by the Principal, shall be returned by us to the Principal soon after delivery of the goods to the principal 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 and or make 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.....) 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.....



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 (SOTR).

Materials shall be supplied by GRSE against the following.

(a) Against submission of "Indemnity Bond" by the vendor, on a Non-judicial stamp paper of Rs.60/- 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.

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

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.

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.

GRSE free issue materials will be supplied in cut to size length. 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 C.E formalities. Any loss sustained on CENVAT 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 7 days from the date of placement 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.



BID SECURITY DECLARATION

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

Kind Attn: (Name & Designation of tender issuing officer)

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article XX of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of bidder]

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

[Note: In case of a joint venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



FORMAT FOR INDEMNITY BOND

TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.120/-

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 witnessed 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, C/N, No. and date of Dispatch | L/R, Challan No. and date of Dispatch | Carrier | Value of the raw material | Signature of contractor/ Attorney in token of receipt. |
|---|----------|------------------------------------|---------------------------------------|---------|---------------------------|--|
|---|----------|------------------------------------|---------------------------------------|---------|---------------------------|--|

Subsequent schedules will be numbered and attached.

Witness:

For and on behalf of

**REVENUE POLICY OF GEM w.e.f. 01.04.2022**

- a. A one-time charge titled “Annual Milestone Charge” shall be levied @ 0.5% on all sellers clocking a threshold Seller Merchandise Value of INR 20 Lakh in each financial year.
- b. Seller Merchandise value shall be reckoned as the progressive total of order values placed upon and accepted by seller during a financial year.
- c. “Annual Milestone Charge” shall be recovered from the seller simultaneous to its clocking the threshold Seller Merchandise Value of INR 20 Lakh.
- d. For sellers who have clocked the threshold Seller Merchandise Value, Transaction Charge at following rates shall be levied on all orders equal to or exceeding INR 5 Lakh value in each case:-

| Order Value (INR) | Transaction Fee slab (INR) |
|--------------------------|--|
| ≥ 5 lakh but < 50 Cr. | 0.5 % of order value |
| ≥ 50 Cr. but < 100 Cr. | 25 lakh + 0.4% of order value above 50 Cr. |
| ≥ 100 Cr. but < 200 Cr. | 45 lakh + 0.3% of order value above 100 Cr. |
| ≥ 200 Cr. but < 300 Cr. | 75 lakh + 0.2% of order value above 200 Cr. |
| ≥ 300 Cr. but < 500 Cr. | 95 lakh + 0.1% of order value above 300 Cr. |
| ≥ 500 Cr. | 115 lakh Flat Fees |

- e. Transaction Charge shall be paid by a seller to GeM at the time of acceptance of concerned order.
- f. With respect to the Forward Auction Orders on GeM, following transaction charges will be applicable:

| Order Range (INR) | Transaction Charges (INR) |
|--------------------------|----------------------------------|
| ≤ 200 Cr. | 0.5 % of order value |
| > 200 Cr. | One Crore Flat Fees |

Note:

Transaction Charges in case of Forward Auction shall be paid by the buyer (as defined in the forward Auction terms and conditions) to GeM at the time of acceptance of concerned order.

- g. Date of placement of the order shall be taken into account for the purpose of calculating Seller Merchandise value.
- h. The proposed revenue model shall be applicable in respect of all bids published on GeM's portal with bid opening date on or after April 01, 2022. In respect of Direct Purchase/L1 buying, this model shall be applicable on all orders placed on GeM portal on or after April 01, 2022.



- i. Levy of Annual Milestone/ Transaction Charges shall be subject to government levy (e.g. GST), as applicable.
- j. No Transaction charge shall be payable:
 - i. For orders less than INR 5 lakh in value.
 - ii. For orders which are placed and accepted by seller before the Seller Merchandise Value (SMV) of INR 20 Lakh is reached.
- k. For all purpose as mentioned above, each financial year shall be treated as a separate and non-fungible unit.
- l. In the case of cancellation of contract (as mutually agreed between buyer and seller), a seller shall be eligible for refund of Transaction Charges in following cases :
 - i. Incorrect selection of goods or services by buyer;
 - ii. In case the related order was placed erroneously or by mistake by buyer;
 - iii. Product/service not required or partially required, as a result of which the buyer refused some or full quantity of product/service or requested for discontinuation of service(s) in the middle of contract;
 - iv. Consignee not available to receive the product/service;
 - v. Any other reason (s) to be explicitly justified by the seller.
- m. However, no refund of Transaction Charges shall be made in case buyer cancels contract due to non-fulfilment of any contractual obligations by seller or due to any omission misleading false information provided by seller/service provider on GeM Portal.

NOTE:

CPSE to CPSE contracts:

No Transaction Charges are payable if the Buyer as well as the sellers in contract are CPSEs.

***** END OF DOCUMENTS *****



(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)
(रक्षा मंत्रालय) (Ministry of Defence)

43/46 गार्डन रीच रोड, कोलकाता - 700 024 /43/46 Garden Reach Road, Kolkata – 700 024

SUB: Manufacture and Supply of OG painted BB Components

NIT NO. XXXX DT. xx.01.2023

| CLAUSE REF. | NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE* | | |
|--|---|--------------------------------------|--------------------------|
| NIT | | | |
| ARTICLES: - | | | VENDOR TO CONFIRM |
| Sl. No. | ARTICLE SI No. | Description | OPTIONS |
| 1 | 1 | SCHEDULE OF CALENDAR DATES | |
| 2 | 2 | COMMERCIAL REQUIREMENT FOR THE NIT | |
| 3 | 3 | ANNEXURE FORMS PART OF THIS TENDER | |
| 4 | 4 | DOCUMENTS TO BE UPLOADED | |
| 5 | 5 | DOCUMENTS IN PHYSICAL FORM TO SUBMIT | |
| 6 | 6 | JOB EXECUTION SCHEDULE | |
| 7 | 7 | JOB EXECUTION | |
| 8 | 8 | WARRANTY CLAUSE | |
| 9 | 9 | PRICE | |
| 10 | 10 | ESCALATION | |
| 11 | 11 | UNREASONABLE QUOTES | |
| 12 | 12 | OFFER VALIDITY | |
| 13 | 13 | CONDITIONAL OFFER | |
| 14 | 14 | DETERMINATION OF L1 | |
| 15 | 15 | OPENING OF BIDS | |
| 16 | 16 | MICRO & SMALL ENTERPRISES | |
| 17 | 17 | AWARDING JOBS TO MULTIPLE BIDDERS | |
| 18 | 18 | ELIGIBILITY CRITERIA | |
| 19 | 19 | INSTRUCTION TO THE BIDDERS | |
| 20 | 20 | E-BID INSTRUCTION | |
| 21 | 21 | BID REJECTION CRITERIA | |
| 22 | 22 | SUBMISSION OF BID | |
| 23 | 23 | MANDATORY CLAUSE | |
| ATTACH SHEET OR SUPPORTING DOCUMENTS IF REQUIRED (PRICE NOT TO BE MENTIONED HERE) | | | |



गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Limited
रत सरकार का उपक्रम) (A Govt. of India Undertaking) / (रक्षा मंत्रालय)
(Ministry of Defence)
61, Garden Reach Road, Kolkata – 700 024
Home Page: www.grse.nic.in, Phone: (033) 2469-7164

Technical Acceptance (As per Annexure -I)

SUB: Manufacture and Supply of OG Painted BB Components.

NIT NO.: XXXX DT. xx.01.2023

NAME & ADDRESS OF THE BIDDER *

-

BIDDER S REFERENCE NO. & DATE *

-

CONTACT NO., FAX NO, E-MAIL OF THE BIDDER*

-

| Sl. No. | NIT No. | Ind ent Nos | . Sl. No. | Part No | Material Description | Qty Required (NOS) | TECHNICAL REMARKS* | Accepted (Yes/No)* |
|---------------------------|---------|-------------|-----------|---------|----------------------------------|--------------------|--------------------|--------------------|
| 1 | | | | ----- | Chesses Steel Double (Std Width) | 2340 | | |
| 2 | | | | ----- | Chesses Steel Single (Std Width) | 300 | | |
| * -Mandatory Field | | | | | | | | |

NOTE - Rate not to be quoted as this page.



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ACCEPTANCE FORMAT (MATRIX) OF SOTR (Annexure-I)

SUB: Manufacture and Supply of OG Painted BB Components.

NIT NO.: XXXX DT. xx.01.2023

| SOTR Clause no. (Annexure-I) | Bidders Remarks | SOTR Clause no. (Annexure-I) | Bidders Remarks |
|---------------------------------|-----------------|---------------------------------|-----------------|
| 1 | | 11 | |
| 2 | | 12 | |
| 3 | | 13 | |
| 4 | | 14 | |
| 5 | | 15 | |
| 6 | | 16 | |
| 7 | | 17 | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

| | | |
|--|--|--|
| | NAME | |
| | DESIGNATION | |
| | COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.: | |

NOTE:

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



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ACCEPTANCE FORMAT (MATRIX) OF STAC (Annexure-II)

SUB: Manufacture and Supply of OG Painted BB Components.

NIT NO. XXXX DT. xx.01.2023

| STAC Clause no. (Annexure-II) | Bidders Remarks | STAC Clause no. (Annexure-II) | Bidders Remarks |
|----------------------------------|-----------------|--|-----------------|
| 1 | | 21 | |
| 2 | | 22 | |
| 3 | | 23 | |
| 4 | | 24 | |
| 5 | | 25 | |
| 6 | | 26 | |
| 7 | | 27 | |
| 8 | | 28 | |
| 9 | | 29 | |
| 10 | | Annexure-III (Integrity Pact) | |
| 11 | | Annexure-IV (Non-Disclosure Agreement) | |
| 12 | | Annexure-V (Guidelines for submission of Bank Guarantee) | |
| 13 | | Annexure-VI (Bank Guarantee Format for EMD) | |
| 14 | | Annexure-VII (Bank Guarantee towards satisfactory performance) | |
| 15 | | Annexure-VIII (Bond of Undertaking) | |
| 16 | | ANNEXURE – IX (TERMS & CONDITIONS FOR “FREE ISSUE MATERIALS) | |
| 17 | | ANNEXURE – X (BID SECURITY DECLARATION) | |
| 18 | | ANNEXURE – XI (FORMAT FOR INDEMNITY BOND) | |
| 19 | | ANNEXURE – XII (GeM Transaction Charge) | |
| 20 | | | |



| | | |
|--|---|--|
| | NAME | |
| | DESIGNATION | |
| | COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.: | |

NOTE:

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