



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking, Ministry of Defence)
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NOTICE INVITING TENDER

QS/03/0002

Tender No.: DKMC/ABH/OT/ 11/11 KW Control System/**ET-1985.**

Date-22/06/2023

Tender Due Date.: 14th July 2023, 12.00 PM

Tender Opening Date.: 17th July 2023, 02.00 PM

1. Bids in **Single Stage Two Bid System (Part – I: Techno- Commercial Bid and Part –II: Price Bid)** are invited for Manufacturing and delivery of 11/11 KW Control Panel, Master Controller, Foot operated Emergency Stop Switch and related Spares, Spares of DKMC Equipment and B&D Spares for Anchor Capstan & Mooring Capstan of ASW-SWC of GRSE Yd No: 3029-36 from resourceful and financially solvent Vendors/ Contractors having experience in similar work.
Part – I: Techno – Commercial bid – ANNEXURE – A, B (it must contain only technical & commercial points against Annexure - I, II, III, IV, V, VI, VIII of the NIT and should not contain any price. If any price is indicated in Part – I, the offer will be treated as **Cancelled**).
Part – II: Price bid (containing only price) - ANNEXURE – C
2. You will have to submit your bid in two part (Techno-Commercial and price Bid as per **Annexure enclosed**) in **e-Procurement** mode where all data sheet will be available for download. You are required to fill up the required field and upload the corresponding file. Price bid need to be filled up in given price bid data sheet only (**ANNEXURE –C**). No other attachment regarding price will be allowed, if attached then the offer will be treated as **cancelled**. You should mention your **offer Ref. No. and Date** in **ANNEXURE – A, B & C**.
3. **Nature of Tender:** Open e-Tender.
4. **Description of items:**11/11 KW Control Panel, Master Controller and spares of DKMC items and B&D Spares for Anchor Capstan & Mooring Capstan of ASW-SWC of GRSE YD: 3029-36 as per Indent Sl. No. i) 10-130 (WBS No: F-0409), ii) 140-190 (WBS No: F-0412), iii) 200-380 (WBS No: F-0411), iv) 390-420 (WBS No: F-0407), v) 430-690 (WBS No: F-0433-34)
5. **Technical Specification and scope of supply:** As per enclosed Annexure – I, II.
6. **Drawing:** As per enclosed Annexure-III.
7. **General commercial terms and conditions:** As per enclosed Annexure- IV.
8. **Important Dates: -**
 - I) Date of Publishing on Web:
 - II) Last date of collection of Tender drawings:
 - III) Pre-Bid Meeting: Not required.
However, for any clarification please contact the undersigned.
 - IV) Last date of submission of Tender:
 - V) Date of opening of Tender-

9. Price shall be firm & fixed till full execution of order and F.O.R. GRSE Store at Kolkata basis.
10. **a)** Vendor should attach (Submit hard copy in case of large document) the following details with their Techno- Commercial bid:
- (i) Supplier should have previously manufactured type tested Control Panel/Starter for Indian Navy/ Coast Guard ships. Vendor has to submit documentary evidence along with their offer.
 - (ii) Details of Plant & covered shed area, Machineries, equipment's executive / workman/ staff on roll of the company and other infrastructure / facilities etc. which may be audited by GRSE.
 - (iii) PAN No.
 - (iv) GST registration no.
 - (v) Registration with Excise authority if applicable.
 - (vi) Solvency certificate from Banker.
 - (vii) Audited annual accounts for last three years along with annual report.
- Vendors registered with GRSE, need not submit the documents (iii) to (vii) above.
- b)** The bidder will particularly specify in their bid documents, whether they have any arrangements for joint venture/consortium/partnership and the detailed documentary proof of evidence of such joint venture/consortium/partnership shall accompany the bid document for consideration thereof as a participant.
11. **Eligibility Criteria:** Supplier should have previous experience for Manufacturing and supply of Control panel or Starters and related spares. Vendor shall have to furnish the documentary evidence of previously supplied items not less than of Rs. 5.00 Lakhs to any reputed Organization.
12. **Tender Fee:** Tender Fee will be 500/- (Five Hundred) (non-refundable). From Nationalized Bank through DD/PO in favor of: Garden Reach Shipbuilders & Engineers Ltd." payable at Kolkata. Vendor need to submit tender fees as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Deck Machinery Department, GRSE Taratala Unit, Address to DGM (DKMC) before due date of submission. Please scan the Draft copy and attach to General Documents part in e-procurement. Non-submission of value of tender documents may lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point registration certificate for particular product under tender.
13. **EMD:** Amount of Rs. 30,000.00/- (Rupees Thirty thousand only) (interest free) issued from Nationalized Bank through DD/PO/Bank Guarantee (as per format) in favor of Garden Reach Shipbuilders & Engineers Limited (Detailed in ANNEXURE –VII). Vendor need to submit EMD as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Manager (Project Management - DKMC), GRSE Taratala Unit and BG directly to Deputy General Manager (Finance) at GRSE Main, 43/46, Garden Reach Road, Kolkata – 700024 before due date of submission. Please scan the DD/PO/BG (As per format) and attach to General Documents part in e-procurement. Non-submission of EMD will lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Earnest Money Deposit on submission of valid NSIC single point registration certificate for particular product under tender. EMD will be returned to the unsuccessful bidders. GRSE registered vendors are also have to submit EMD as per tender.

14. **Micro & Small Enterprise: -**

MSEs will also be entitled for following benefits subject to they have to provide Enterprise Memorandum (EM Part-II)/ NSIC Certificate/ Udyog Aadhar Memorandum (UAM) for manufactures/ supply of concerned Equipment / items, along with the offer:

- (a) Tender documents will be issued free of cost.
- (b) Payment of Earnest Money will be exempted.

15. Last date of submission of Bid/ date of opening of bid is indicated in Tender Document. Bidders may view the opening of tenders (Technical Bid) from their portal using their DSC. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.
16. Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. Price bids of the qualified vendors could be viewed by the bidders from their own portal.
17. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STACs. 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 tenders until & unless deviation is specially mentioned in offer.
18. Queries, if any on SOTR or others Terms may be got clarified from Mgr. (PM-DKMC)/DGM (Design-DKMC) prior to submission of offer.
19. GRSE reserves the right to accept/ reject any Tender in full or in part without assigning any reason.

for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

Amit Bikram Hajra
Manager (PM-DKMC)
Garden Reach Shipbuilders & Engineers Ltd.
P-2/2 Taratala Road, Kolkata -700088.
Tel: 2469-8138/8139 Ext-211.

Enclosure List:

1. Annexure-I: Scope of Work.
2. Annexure-II: Statement of Technical Requirement (SOTR) of SPARES.
3. Annexure-III: Drawings.
4. Annexure-IV: General Terms & Conditions of Tender.
5. Annexure-V: GRSE's STAC'S for Indigenous Equipment / Machinery.
6. Annexure-VI: Bank Guarantee.
7. Annexure-VII: Bank Guarantee towards earnest money.
8. Annexure-VIII: Bank Guarantee towards security deposit.

ANNEXURE-I :**1. Scope of Work:**

SL. NO.	INDENT NO.	SAP SL. NO.	MATERIAL CODE	PROJECT	INDENT ITEMS		UOM
					MATERIAL DESCRIPTION	QTY. REQ.	
1	1000047024	10	409901293101	18VGRC004 (Inspection Agency - IRS)	HRC FUSE LINK 4A 415V	353	EA
2	1000047024	20	409901293102		PUSH BUTTON WITH GREEN ACTUATOR	26	EA
3	1000047024	30	409901293103		OVERLOAD RELAY (56.4-90) A	6	EA
4	1000047024	40	409901293104		GLASS FUSE 5A	27	EA
5	1000047024	50	409901293109		FUSE SWITCH 32A	20	EA
6	1000047024	60	409901293110		DP SWITCH 16A	184	EA
7	1000047024	70	409901293111		LIMIT SWITCH	2	EA
8	1000047024	80	409901293112		MCB	300	EA
9	1000047024	90	409901293113		HRC FUSE BASE LINK 10A	1	EA
10	1000047024	100	409901293114		THERMISTER PROTECTION RELAY	4	EA
11	1000047024	110	409901293115		MAIN FUSE BASE CARRIER & LINK	8	SET
12	1000047024	120	409901293116		CONTROL SYSTEM	2	EA
13	1000047024	130	409901293117		a) MASTER CONTROLLER	2	EA
				b) FOOT OPERATED EMERGENCY SWITCH	2	EA	
14	1000047024	140	409901296101	19VGRC002	PRECISION LIMIT SWITCH	4	EA
15	1000047024	150	409901296102		HRC FUSE LINK 10A	32	EA
16	1000047024	160	409901296103		TP FUSE SWITCH 32A	73	EA


17	1000047024	170	409901296104	(Inspection Agency- IRS)	AUXILIARY CONTACTOR 4 NO 115V	27	EA
18	1000047024	180	409901296105		FUSE 80A	39	EA
19	1000047024	190	409901296106		FUSE BASE CARRIER & LINK	35	SET
20	1000047024	200	409901295101	21VGRC004 (Inspection Agency- IRS)	PUSH BUTTON STATION HEATER	2	EA
21	1000047024	210	409901295102		FUSE TERMINAL BLOCK 6A WITH 4A FUSE LINK	16	SET
22	1000047024	220	409901295103		CONTACTOR RATED 18A, 110V 50/60HZ AC COIL	247	EA
23	1000047024	230	409901295104		HRC FUSE LINK 125A OF CONTROL PANEL	8	EA
24	1000047024	240	409901295105		TIMER 110V OF CONTROL PANEL	148	EA
25	1000047024	250	409901295106		LED INDICATING LAMP GREEN	7	EA
26	1000047024	260	409901295107		LED INDICATING LAMP YELLOW	7	EA
27	1000047024	270	409901295108		LED INDICATING LAMP RED	7	EA
28	1000047024	280	409901295109		BLACK PUSH BUTTON	7	EA
29	1000047024	290	409901295110		YELLOW PUSH BUTTON	9	EA
30	1000047024	300	409901295111		POWER ISOLATOR SWITCH	3	EA
31	1000047024	310	409901295112		T.P. CONTACTOR	5	EA
32	1000047024	320	409901295114		HRC FUSE LINK 2A	9	EA
33	1000047024	330	409901295115		S.P FUSE BASE & CARRIER	5	EA
34	1000047024	340	409901295116	S.P FUSE BASE & CARRIER	5	EA	

35	1000047024	350	409901295117		S.P FUSE BASE & CARRIER	5	EA
36	1000047024	360	409901295119		RECIFIER CUM FUSE CARD TERMINALS	14	EA
37	1000047024	370	409901295120		MOTHER BOARD TERMINALS	13	EA
38	1000047024	380	409901295123		OVERLOAD RELAY (56.5-90)A	21	EA
39	1000047024	390	409901291101	22BGRC001 (Inspection Agency-QAE)	BEARING	1	EA
40	1000047024	400	409901291102		HRC FUSE BASE LINK	3	EA
41	1000047024	410	409901291103		TIMER	10	EA
42	1000047024	420	409901291104		OVERLOAD RELAY	3	EA
43	1000047024	430	409901317101	620000154-155 (Inspection Agency-IRS)	B&D_TIMER	1	EA
44	1000047024	440	409901317102		B&D_SINGLE PHASE OVER CURRENT RELAY	1	EA
45	1000047024	450	409901317103		B&D_CONTROL MCB	1	EA
46	1000047024	460	409901317104		B&D_MUSHROOM TURN TO RELEASE PUSH BUTTON	1	EA
47	1000047024	470	409901317105		B&D_SELECTOR SWITCH 2 MAINTAINED POSITN	1	EA
48	1000047024	480	409901317106		B&D_SHROUDED PUSH BUTTON YELLOW	1	EA
49	1000047024	490	409901317107		B&D_INDICATING LAMP	1	EA
50	1000047024	500	409901317108		B&D_ELECTRONIC OVER CURRENT RELAY	1	EA
51	1000047024	510	409901317109		B&D_SINGLE PHASE OVER CURRENT RELAY	1	EA
52	1000047024	520	409901317110		B&D_THERMISTOR PROTECTION UNIT	1	EA

53	1000047024	530	409901317111	B&D_VOLTAGE MONITORING RELAY	1	EA
54	1000047024	540	409901317112	B&D_SINGLE PHASE DOUBLE WOUND CONTROL	1	EA
55	1000047024	550	409901317113	B&D_CONTACTOR	2	EA
56	1000047024	560	409901318101	B&D_TIMER	1	EA
57	1000047024	570	409901318102	B&D_SINGLE PHASE OVER CURRENT RELAY	1	EA
58	1000047024	580	409901318103	B&D_CONTROL MCB	1	EA
59	1000047024	590	409901318104	B&D_MUSHROOM TURN TO RELEASE PUSH BUTTON	1	EA
60	1000047024	600	409901318105	B&D_SELECTOR SWITCH 2 MAINTAINED POSITN	1	EA
61	1000047024	610	409901318106	B&D_SHROUDED PUSH BUTTON YELLOW COLOUR	1	EA
62	1000047024	620	409901318107	B&D_INDICATING LAMP	1	EA
63	1000047024	630	409901318108	B&D_INDICATING LAMP INTEGRAL LED BLUE	1	EA
64	1000047024	640	409901318109	B&D_ELECTRONIC OVER CURRENT RELAY	1	EA
65	1000047024	650	409901318110	B&D_SINGLE PHASE OVER CURRENT RELAY	1	EA
66	1000047024	660	409901318111	B&D_THERMISTOR PROTECTION UNIT	1	EA
67	1000047024	670	409901318112	B&D_VOLTAGE MONITORING RELAY	1	EA
68	1000047024	680	409901318113	B&D_SINGLE PHASE DOUBLE WOUND CONTROL	1	EA
69	1000047024	690	409901318114	B&D_CONTACTOR	1	EA

2. **Inspection Authority:** The equipment and Spares shall be supplied duly inspected & **approved by IRS for Item SI. No: 1-38 and 43-69 & Inspection agency QAE(WE), Kolkata for item SI. No: 39-42** and your quality assurance department. Firm shall Coordinate with IRS/_QAE(WE), Kolkata to ensure inspection at Firm's works prior to dispatch. The Quality Assurance Plan (QAP) of manufacturer is required to be approved by the inspecting authorities prior to commencement of manufacturing. Approved QAP is to be submitted to GRSE within 01 week from the date of receipt of LOI / P.O. **IRS Inspection charges shall be borne by GRSE for accepted Material only. If any extra visit required due to vendor's failure, then Inspection charges will be paid by the firm only.**
3. **Scope of Inspection:** As per approved QAP by IRS which shall necessarily include Functional Test and **IP Test by NABL accredited Lab,** Routine test & Performance Test of the system at No Load or With Load as per SOTR's and QAP's requirement. IP test to be carried out on Control Panel and Master Controller. Material Test & Conformity Certificate of materials wherever required. Supplier have to provide the all test report along with the Control Panel and MTC for all spare related items.
4. Original Manufacturer's Test Certificates and Guarantee Certificates for all Electrical and other bought out items are to be furnished.
5. The necessary notes given in the drawings are to be strictly followed.
6. Inferior quality of materials is not acceptable. Genuine materials are to be provided. Surface protection is must. At any case, pitted & rusted materials are not acceptable to us.
7. All the assemblies are to be tested for desired functioning at your premises in presence of Inspection Authority. The necessary Testing arrangements are to be arranged by you.
8. All the Items are to be supplied in assembled condition and to be identified in the BOM of drawings specified.
9. All relevant drawings and documentations (Part List, Specifications, Data Sheets, Instruction & Maintenance manual) should have prior approval from GRSE Design Cell / & Inspection Authority. You will have to provide hard copies (up to maximum 8 copies) as well as soft copies of all drawings & documentations along with the supply.
10. All the Items are to be supplied in assembled conditions per SOTR specified.
11. All relevant drawings and documentations (Part List, Specifications, Data Sheets, Instruction & Maintenance manual) should have prior approval from GRSE Design Cell / & Inspection Authority. You will have to provide hard copies as well as soft copies of all drawings & documentations along with the supply as stated in SOTR.

Annexure-II

	GRSE Ltd.	STATEMENT OF TECHNICAL REQUIREMENT (SOTR) OF SPARES.	Total Pages - 06
	DEPT: TU/DKMC		Prepared by: RK Kapar
	PO NO.:		Checked by: PP MUKHARJEE
	DATE: 02 JUN 2023		Rev: 0
	SOTR No: E057-F-H-SP		

1. **INTENT:** M/s GRSE / Taratala Unit (DKMC) intends to purchase the spares against the spares order. The statement of technical requirement is mentioned in the succeeding paragraph.
2. **INSPECTION:** All spares will be inspected by QAE for Sl. – 10.1 to 10.4 and IRS for item Sl. No: 10.5 to 10.69 as per make and specifications. Firm have to provide Certificate of Conformity for Bearing items as mentioned in Item Sl. No: 10.1.
3. **GUARANTEE:** The guarantee of the supplied material should not be less than two year (24 Months) from the date of issue of inspection note. If any defect observed for the supplied material during the guarantee period, same should be replaced with new one by vendor free of cost.
4. **DELIVERY PERIOD:** The spares to be supplied to GRSE/ TU (DKMC) within 02 months from placement of LOI/PO whichever is earliest.
5. **GATE STAMP FOR INWARD MATERIAL:** Vendor must produce the gate stamped delivery challan from TU (DKMC) along with the invoice for processing the bill.
6. **SUPPLIER LIABILITY:** All defects and deficiencies discovered or developed at any stage within guarantee period shall be rectified by the supplier at no additional cost.
7. **COMPONENTS:** The components are being used shall be as per governing specifications.
8. **REJECTED ITEMS:** No materials, parts, components or complete units, which have been rejected, shall be retreated or adjusted without the approval of the GRSE and / or Inspecting Agency.
9. **CERTIFICATE OF CONFORMITY:** The supplier shall submit the certificate of conformity from the OEM as per tender.

10. **DELIVERABLES:**

INDENT SL. NO.	SL. NO.	ITEM	DESCRIPTION	DENO	QTY
22BGRC001 (Inspection - QAE)					
390	10.1	BEARING	6208ZZ, SKF/FAG/EQVT.	NO	1
400	10.2	HRC FUSE BASE & LINK	160A, TYPE-3NH3 030, MAKE-SIEMENS	NO	3
410	10.3	TIMER	60 SEC, PNEUMATIC TIMER, TYPE-PN, MAKE-BCH	NO	10
420	10.4	OVER LOAD RELAY	17.4-24A, INBUILT SPP WITH HAND RESET, TYPE-MC305, MAKE-BCH	NO	3
18VGRC004 (Inspection - IRS)					
120	10.5	CONTROL SYSTEM (IP-55 test required)	AS PER DRG No. – E5-L-E-1-0 to 3 & E5-L-E-1N-1 TO 2.	Set	2
130	10.6	a) MASTER CONTROLLER (IP-56 Test required)	AS PER DRG No. - E5-L-E-1M-1 TO 2.	No	2
		b) FOOT OPERATED EMERGENCY Stop SWITCH	AS PER DRG No. - E5-L-E-1N-1 TO 1.	No	2
10	10.7	HRC FUSE BASE AND LINK 4A, 415V	S.P. FUSE BASE & CARRIR, RATING 20A, TYPE-NSH 415V [A] FUSE LINK 4A, TYPE NS4, MAKE GEPC	SET	353
20	10.8	PUSH BUTTON WITH GREEN ACTUATOR	TYPE- 2AFG, MAKE TEKNIC	No	26
30	10.9	OVERLOAD RELAY 56.9-90A	OVER LOD RELAY WITH S.P.P. INDEPENDENT MOUNTING, (1NO+1NC) AC, RATING (56.4-90) AMPS, TYPE CTMC305ANA3C, MAKE BCH,	No	6
40	10.10	GLASS FUSE 5A	RATING 110VAC, [A]5A	No	27
50	10.11	FUSE SWITCH 32A	32A TP FUSE SWITCH TYPE-FN32 MAKE L&T	No	20
60	10.12	DP SWITCH 16A	16A DP ON/OFF SWITCH, TYPE SRP 123, MAKE KAYCEE	No	184
70	10.13	LIMIT SWITCH	TYPE -L MAKE - BCH	No	2
80	10.14	MCB 4A	4A, 1P, TYPE-5SX4102BRC, MAKE-SEIMENS	No	300
90	10.15	HRC FUSE BASE & LINK 10A	HRC FUSE WITH B/C, RATING 10A, MAKE GE, TYPE NSH+NS10	No	1
100	10.16	THERMISTER PROTECTION RELAY	RATING AUX SUPPLY 415V, MAKE MINILEC, TYPE WTRDI	No	4
110	10.17	FUSE BASE CARRIER & LINK	63A HRC FUSE, MAKE EE, TYPE SM63+TIS63 or Equivalent	Set	8
19VGRC002 (Inspection - IRS)					
140	10.18	PRECISION LIMIT SWITCH	TYPE PSTPRA (BCH)	No	4

150	10.19	HRC FUSE LINK 10A	RATING [A]10A, 415V AC MAKE EE or Equivalent	No	32
160	10.20	TP FUSE SWITCH 32A	32A, TYPE-FN/SK 95518, MAKE- L&T,	No	73
170	10.21	AUXILIARY CONTACTOR 4NO 115V	RATING-4NO 115V, MAKE BCH, TYPE-D15CR	No	27
180	10.22	FUSE 80A	RATING-80A, MAKE-GE, TYPE- TIA80 or Equivalent	No	39
190	10.23	MAIN FUSE BASE CARRIER & LINK	63A TYPE-SM63H-TIS63, MAKE-EE or Equivalent	set	35
21VGRC004 (Inspection - IRS)					
200	10.24	PUSH BUTTON STATION HEATER	WIRE WOUND, RATING-25W, 220VAC, 50Hz, MAKE-REPUTED	NO	2
210	10.25	FUSE TERMINAL BLOCK 6A WITH 4A FUSE LINK	FUSE TERMINAL BLOCK 6A WITH 4A FUSE LINK, MAKE- CONNECTWELL, TYPE-CSFL4U,	SET	16
220	10.26	CONTACTOR 18A 110V 50/60HZ	RATED 18A, 110V 50/60HZ AC COIL WITH 1NO+1NC, MAKE- SCHNEIDER, TYPE LC1-D18F7	NO	247
230	10.27	HRC FUSE LINK 125A	RATING-125A, TYPE-3NE, MAKE SIEMENS	NO	8
240	10.28	TIMER 110V	RATING 0-60SEC, 110V, 2 C/O, TYPE-AIDI, MAKE EAPL	NO	148
250	10.29	LED INDICATING LAMP GREEN	RATING-24 VDC, WITH GREEN LENS MAKE-SIEMENS / ESBEE	NO	7
260	10.30	LED INDICATING LAMP YELLOW	RATING-24 VDC WITH YELLO LENS, MAKE-SIEMENS / ESBEE	NO	7
270	10.31	LED INDICATING LAMP RED	RATING-24 VDC WITH RED LENS, MAKE-SIEMENS / ESBEE	NO	7
280	10.32	BLACK PUSH BUTTON	2NO AC, RATING-24V / 1.5A, MAKE- SIEMENS / ESBEE	NO	7
290	10.33	YELLOW PUSH BUTTON	2NC AC, RATING-24V / 1.5A, MAKE- SIEMENS / ESBEE	NO	9
300	10.34	POWER ISOLATOR SWITCH	SWITCH FUSE UNIT, ON/OFF, RATING-125A, 415V, [A] FUSE LINK,100A, MAKE-SIEMENS	NO	3
310	10.35	T.P. CONTACTOR	T.P. CONTACTOR, [A] 3NO MC, [B] (3NO+3NC) AC, [C] 110V COIL, RATING-110A, 415V 50Hz, MAKE- SIEMENS	NO	5
320	10.36	HRC FUSE LINK 2A	2A, 415VAC MAKE – EE or Equivalent	NO	9
330	10.37	S.P FUSE BASE & CARRIER	S.P FUSE BASE & CARRIER, [A] FUSE LINK, RATING-415VAC, [A]20A, MAKE EE or Equivalent	SET	5
340	10.38	S.P FUSE BASE & CARRIER	S.P FUSE BASE & CARRIER, [A] FUSE LINK, RATING-24VAC, [A]5A, MAKE EE or Equivalent	SET	5
350	10.39	S.P FUSE BASE & CARRIER	S.P FUSE BASE & CARRIER, [A] FUSE LINK, RATING-110VAC, [A]5A, MAKE EE or Equivalent	SET	5
360	10.40	RECTIFIER CUM FUSE CARD TERMINALS	RATING-2.5 Sq.mm, MAKE-PHONIX	NO	14


370	10.41	MOTHER BOARD TERMINALS	RATING-2.5 Sq.mm, MAKE-PHONIX	NO	13
380	10.42	OVERLOAD RELAY (56.4-90A)	RATING- 56.4-90A, MAKE-BCH, TYPE-CT3M05ABAC	NO	21
GRSE PO - 620000154 B&D-AC (Inspection – IRS)					
430	10.43	TIMER	ON DELAY, COIL 230V AC, TYPE 2A0DT5, MAKE GIC	No	1
440	10.44	SINGLE PHASE OVER CURRENT RELAY,	230V AC, CT INPUT 5A, EOCRSS-60S, MAKE- SCHNEIDER	No	1
450	10.45	CONTROL MCB	2A SP, A9N1P02C MAKE-SCHNEIDER	No	1
460	10.46	MUSHROOM TURN TO RELEASE PUSHBUTTON RED COLOUR WITH 1NC CONTACT	XB5AS542N MAKE- SCHNEIDER	No	1
470	10.47	SELECTOR SWITCH 2 MAINTAINED POSITION WITH 1NO CONTACT	XBA5AD33N MAKE- SCHNEIDER	No	1
480	10.48	SHROUDED PUSHBUTTON YELLOW COLOUR WITH 1NO CONTACT	SHROUDED PUSHBUTTON YELLOW COLOUR WITH 1NO CONTACT MAKE – SCHNEIDER	No	1
490	10.49	INDICATING LAMP	TYPE- LED 230V, XB7EV04MPN, MAKE- SCHNEIDER	No	1
500	10.50	ELECTRONIC OVER CURRENT RELAY	230V AC, CCSD2, MAKE- MINILEC	No	1
510	10.51	SINGLE PHASE OVER CURRENT RELAY	230V AC, S2CMR5, MAKE- MINILEC	No	1
520	10.52	THERMISTOR PROTECTION UNIT	230V AC, S2WTR1, MAKE- MINILEC	No	1
530	10.53	VOLTAGE MONITORING RELAY	415V AC, 3PH, 3 WIRE, 2 C/O, MG53BH, MAKE - GIC,	No	1
540	10.54	SINGLE PHASE DOUBLE WOUND CONTROL TRANSFORMER	415/230/110 VAC, 300VA, MAKE - GUPTA	No	1
550	10.55	CONTACTOR	TP 32A COIL 230V AC, 3RT2027-1AL20, MAKE- SIEMENS	No	2
GRSE PO - 620000155 B&D-MC (Inspection – IRS)					
560	10.56	Timer	COIL 230V AC, 2CO, TYPE 2A0DT5, MAKE GIC	No	1
570	10.57	SINGLE PHASE OVER CURRENT RELAY,	230V AC, CT INPUT 5AEOCRSS-60S, MAKE- SCHNEIDER	No	1
580	10.58	CONTROL MCB	2A SP, A9N1P02C MAKE-SCHNEIDER	No	1

590	10.59	MUSHROOM TURN TO RELEASE PUSHBUTTON RED COLOUR WITH 1NC CONTACT	XB5AS542N MAKE- SCHNEIDER	No	1
600	10.60	SELECTOR SWITCH 2 MAINTAINED POSITION WITH 1NO CONTACT	3WAY, XBA5AD33N MAKE- SCHNEIDER	No	1
610	10.61	SHROUDED PUSHBUTTON YELLOW COLOUR WITH 1NO CONTACT	SHROUDED PUSHBUTTON YELLOW COLOUR WITH 1NO CONTACT MAKE – SCHNEIDER	No	1
620	10.62	INDICATING LAMP	TYPE- LED, 230V AC, XB7EV04MPN, MAKE- SCHNEIDER	No	1
630	10.63	INDICATING LAMP INTEGEGRAL LED BLUE	230V AC, TYPE- LED, XB7EV06MPN, MAKE- SCHNEIDER	No	1
640	10.64	ELECTRONIC OVER CURRENT RELAY	230V AC, CCSD2, MAKE- MINILEC	No	1
650	10.65	SINGLE PHASE OVER CURRENT RELAY	230V AC, S2CMR5, MAKE- MINILEC	No	1
660	10.66	THERMISTOR PROTECTION UNIT	230V AC, S2WTR1, MAKE- MINILEC	No	1
670	10.67	VOLTAGE MONITORING RELAY	415V AC, 3PH, 3 WIRE, 2 C/O, MG53BH, MAKE - GIC,	No	1
680	10.68	SINGLE PHASE DOUBLE WOUND CONTROL TRANSFORMER	415/220/190/110VAC, 750VAC, MAKE - GUPTA	No	1
690	10.69	CONTACTOR	TP 32A COIL 230V AC, 3RT2027-1AL20, MAKE- SIEMENS	No	1

Annexure-III

BRIEF TECHNICAL SPECIFICATION (T/S) OF CONTROL PANEL

SL. NO.	DESCRIPTION	DETAILED
01	EQUIPMENT	ANCHOR WELDLESS
02	STANDARD	NAVAL STANDARD
03	ENVIRONMENT	MARINE STANDARD
04	APPLICATION	NAVAL SHIP
05	DEGREE OF PROTECTION	IP 54
06	WOUNDING	BULKHEAD MOUNTED
07	CABLE CLAD	DOUBLE COMPRESSION BRASS CABLE CLAD
08	INTERNAL WIRING CABLE	LTH SINGLE CORE, MULTI-STRAID COPPER CABLE, 1.1KV GRADE, POWER CABLE 6 SQ.MM. & CONTROL CABLE 1.5 SQ.MM.
09	INSULATED CRIMPING SOCKET	INSULATED CRIMPING SOCKET TO BE FLAT FORK & FLAT PIN TYPE FOR POWER & CONTROL
10	CABLE MARKER (FERRULING OF CABLE)	AT BOTH ENDS OF CABLE
11	TERMINAL MARKER	AT TERMINALS
12	TALLY PLATES	FOR ALL COMPONENTS, CIRCUIT DIAGRAM AS PER NAVY SPECIFICATION BRASS
13	FASTENERS (BOLT, NUT, WASHER)	CADMIUM PLATED FOR INSIDE & STAINLESS STEEL FOR OUTSIDE
14	SHEET METAL TREATMENT, PAINTING	INSIDE & OUTSIDE STOPPING PAINTING SHALL BE DONE WITH EPOXY POWDER COATINGS
15	CLOUR & FINISHING	OUT SIDE ADMIRAL LIGHT GREY, RAL7035, INSIDE WHITE
16	CIRCUIT DIAGRAM PLATE	AT INSIDE ON DOOR
17	IDENTIFICATION TALLY PLATE	AT FRONT ON DOOR
18	CAUTION/DANGER PLATE	AT FRONT ON DOOR
19	EQUIPMENT NAME PLATE DETAILS	AT FRONT ON DOOR
20	MAKER'S NAME PLATE	AT FRONT ON DOOR



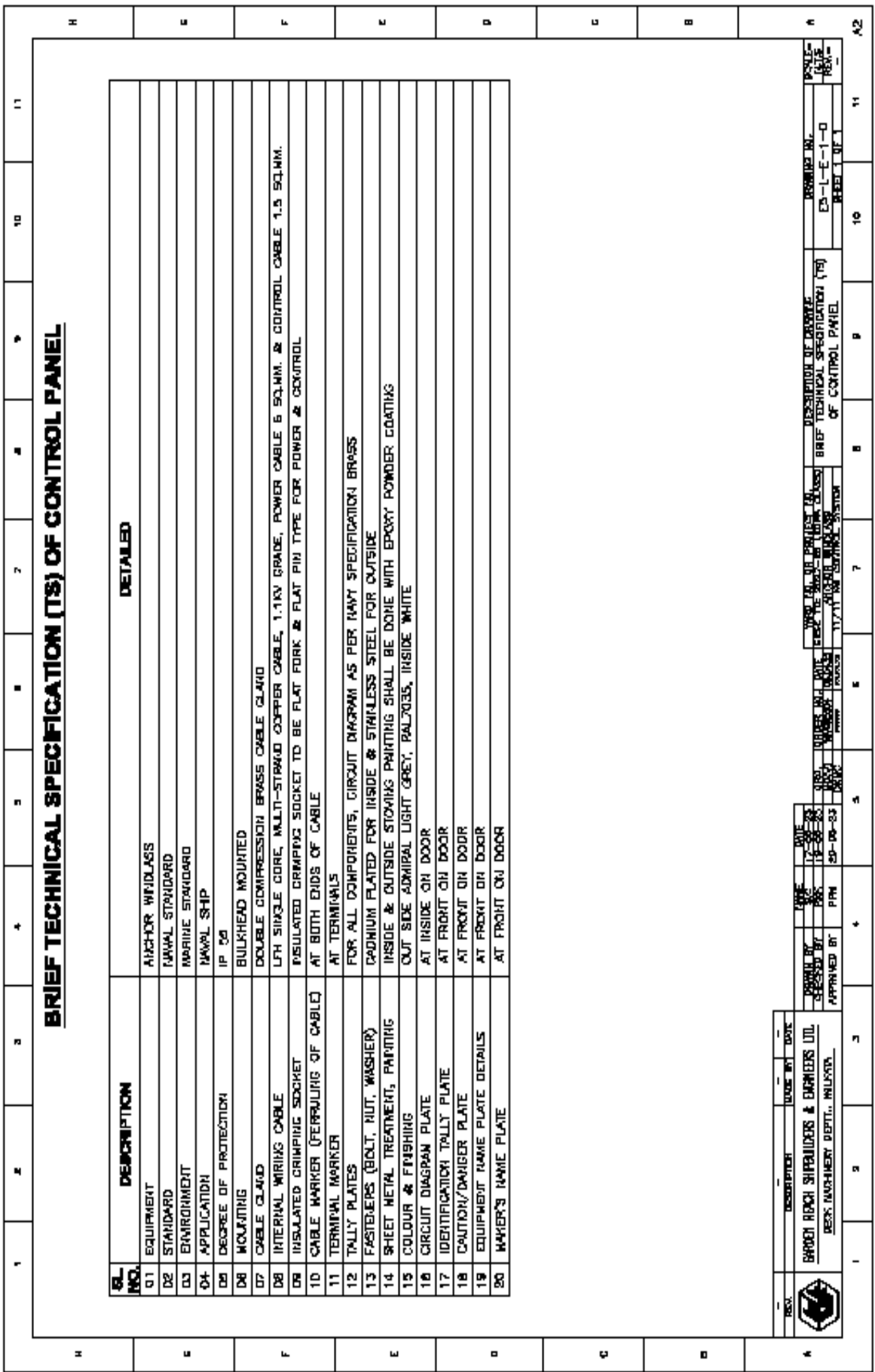
DESIGN: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: _____
 SCALE: _____
 SHEET NO. _____

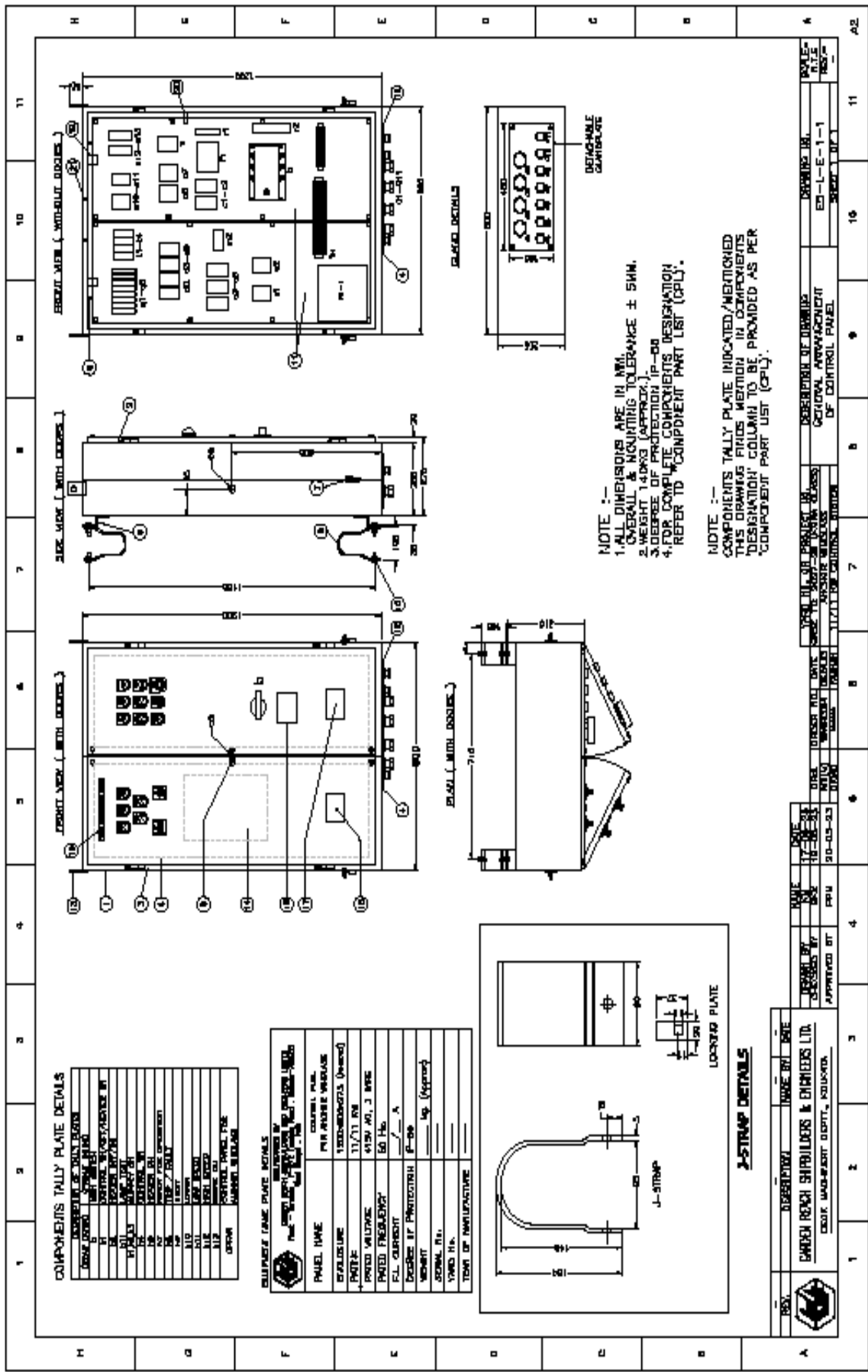
APPROVED BY: _____
 DATE: _____
 SCALE: _____
 SHEET NO. _____

DESCRIPTION OF DRAWING: _____
 BRIEF TECHNICAL SPECIFICATION (T/S) OF CONTROL PANEL

REVISIONS:

NO.	DATE	DESCRIPTION
1	20-08-03	ISSUE FOR WORK
2	14-08-03	ISSUE FOR WORK
3	14-08-03	ISSUE FOR WORK





COMPONENTS TALLY PLATE DETAILS

NO.	DESCRIPTION	QTY	UNIT
1	CONTROL PANEL	1	PCB
2	CONTROL PANEL	1	PCB
3	CONTROL PANEL	1	PCB
4	CONTROL PANEL	1	PCB
5	CONTROL PANEL	1	PCB
6	CONTROL PANEL	1	PCB
7	CONTROL PANEL	1	PCB
8	CONTROL PANEL	1	PCB
9	CONTROL PANEL	1	PCB
10	CONTROL PANEL	1	PCB
11	CONTROL PANEL	1	PCB
12	CONTROL PANEL	1	PCB
13	CONTROL PANEL	1	PCB
14	CONTROL PANEL	1	PCB
15	CONTROL PANEL	1	PCB
16	CONTROL PANEL	1	PCB
17	CONTROL PANEL	1	PCB
18	CONTROL PANEL	1	PCB

DIMENSIONS TALLY PLATE DETAILS

NO.	DESCRIPTION	QTY	UNIT
1	CONTROL PANEL	1	PCB
2	CONTROL PANEL	1	PCB
3	CONTROL PANEL	1	PCB
4	CONTROL PANEL	1	PCB
5	CONTROL PANEL	1	PCB
6	CONTROL PANEL	1	PCB
7	CONTROL PANEL	1	PCB
8	CONTROL PANEL	1	PCB
9	CONTROL PANEL	1	PCB
10	CONTROL PANEL	1	PCB
11	CONTROL PANEL	1	PCB
12	CONTROL PANEL	1	PCB
13	CONTROL PANEL	1	PCB
14	CONTROL PANEL	1	PCB
15	CONTROL PANEL	1	PCB
16	CONTROL PANEL	1	PCB
17	CONTROL PANEL	1	PCB
18	CONTROL PANEL	1	PCB

3-STRAP DETAILS

NO.	DESCRIPTION	QTY	UNIT
1	CONTROL PANEL	1	PCB
2	CONTROL PANEL	1	PCB
3	CONTROL PANEL	1	PCB
4	CONTROL PANEL	1	PCB
5	CONTROL PANEL	1	PCB
6	CONTROL PANEL	1	PCB
7	CONTROL PANEL	1	PCB
8	CONTROL PANEL	1	PCB
9	CONTROL PANEL	1	PCB
10	CONTROL PANEL	1	PCB
11	CONTROL PANEL	1	PCB
12	CONTROL PANEL	1	PCB
13	CONTROL PANEL	1	PCB
14	CONTROL PANEL	1	PCB
15	CONTROL PANEL	1	PCB
16	CONTROL PANEL	1	PCB
17	CONTROL PANEL	1	PCB
18	CONTROL PANEL	1	PCB

3-STRAP DETAILS

NO.	DESCRIPTION	QTY	UNIT
1	CONTROL PANEL	1	PCB
2	CONTROL PANEL	1	PCB
3	CONTROL PANEL	1	PCB
4	CONTROL PANEL	1	PCB
5	CONTROL PANEL	1	PCB
6	CONTROL PANEL	1	PCB
7	CONTROL PANEL	1	PCB
8	CONTROL PANEL	1	PCB
9	CONTROL PANEL	1	PCB
10	CONTROL PANEL	1	PCB
11	CONTROL PANEL	1	PCB
12	CONTROL PANEL	1	PCB
13	CONTROL PANEL	1	PCB
14	CONTROL PANEL	1	PCB
15	CONTROL PANEL	1	PCB
16	CONTROL PANEL	1	PCB
17	CONTROL PANEL	1	PCB
18	CONTROL PANEL	1	PCB

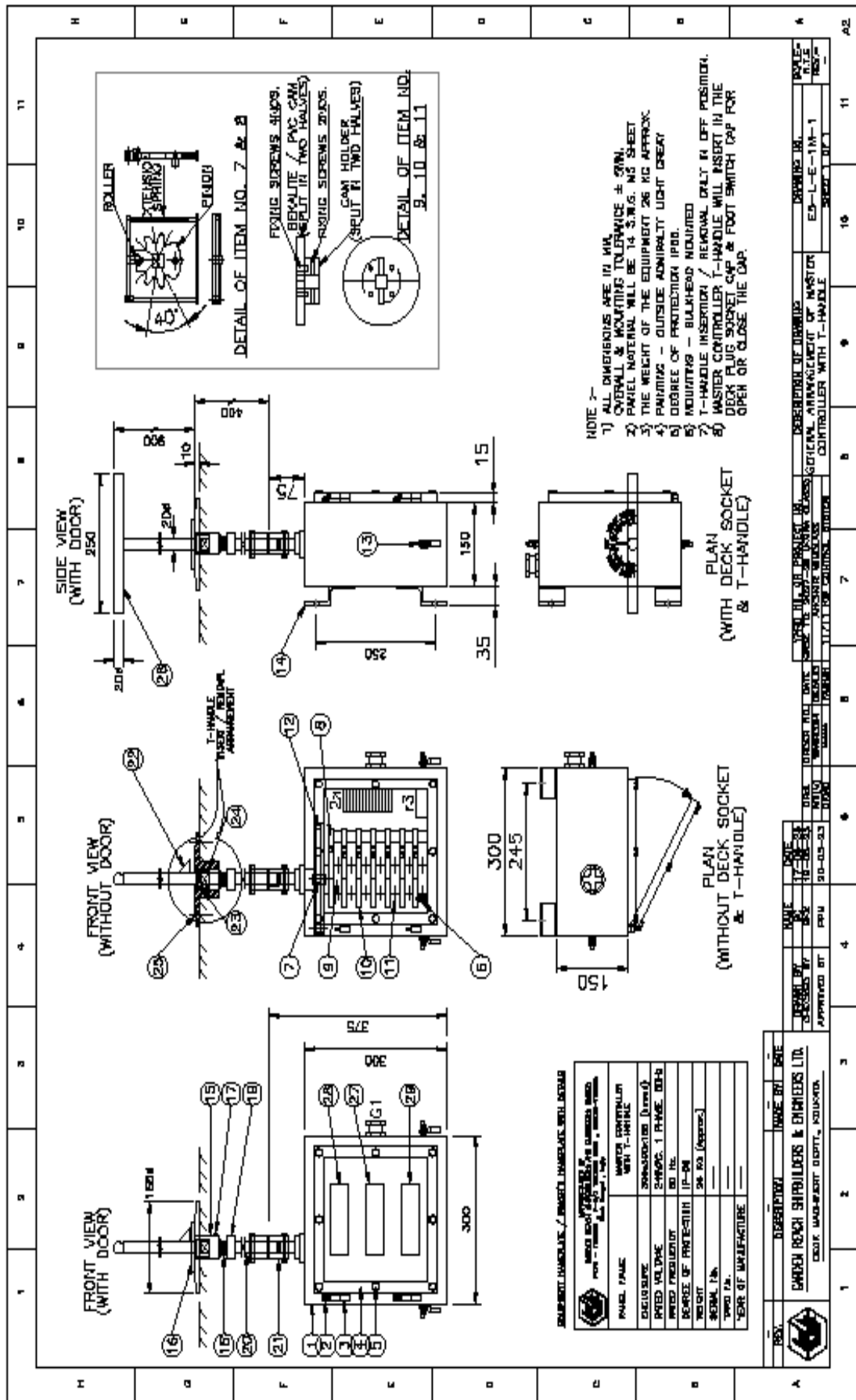
NO.	DESCRIPTION	QTY	UNIT
1	CONTROL PANEL	1	PCB
2	CONTROL PANEL	1	PCB
3	CONTROL PANEL	1	PCB
4	CONTROL PANEL	1	PCB
5	CONTROL PANEL	1	PCB
6	CONTROL PANEL	1	PCB
7	CONTROL PANEL	1	PCB
8	CONTROL PANEL	1	PCB
9	CONTROL PANEL	1	PCB
10	CONTROL PANEL	1	PCB
11	CONTROL PANEL	1	PCB
12	CONTROL PANEL	1	PCB
13	CONTROL PANEL	1	PCB
14	CONTROL PANEL	1	PCB
15	CONTROL PANEL	1	PCB
16	CONTROL PANEL	1	PCB
17	CONTROL PANEL	1	PCB
18	CONTROL PANEL	1	PCB

PART IDENTIFICATION LIST (PIL) OF CONTROL PANEL

ITEM NO.	DESCRIPTION	MATERIAL	MATERIAL SPECIFICATION	QUANTITY
1	1 NO. ENCLOSURE WITH 2 NOSE DOOR 14.5MG	MILD STEEL	IS 213 CR1 {340}	1 SET
2	OPEN-DOOR UP STOPPERS	MILD STEEL	IS 513 CR1 {340}	2 NOS.
3	Hinges	MILD STEEL	IS 513 CR1	4 NOS.
4	GASKETS, 2 NOS. IN DOOR & 1 NO. IN GUARD PLATE	MEDPRENE	STANDARD	3 SETS
5	OPEN-DOOR STOPPERS	MILD STEEL	IS 513 CR1	2 NOS.
6	PANEL LOCK BOLTS	STAINLESS STEEL	AISI 316	4 SETS
7	EARTHING BOLTS SERIES 4MM LONG, NUTS & WASHERS FITTED WITH COPPER LUGS & TALLY PLATES	COPPER & MS	STANDARD	2 SETS
8	MOUNTING BRACKET 6 MM THICK FITTED WITH M10 STAINLESS STEEL BOLTS, NUTS & WASHERS	MILD STEEL	IS 513 CR1 {340}	4 SETS
9	SHOCK MOUNTS & LOCKING PLATES, ILS. NO. SM 0202/503-2018 & LP 0202/503-2012	SPRING STEEL	STANDARD	4 SETS
10	MOUNTING SCREWS (SETUP) M10, 30 MM LONG, NUTS & WASHERS	STAINLESS STEEL	AISI 316	8 SETS
11	COMPONENT MOUNTING PLATE 12.5MG WITH 14B BOLTS, NUTS & WASHERS	MILD STEEL	IS 513 CR1 {340}	2 SETS
12	GUARD PLATE 14.5MG WITH 14B BOLTS, NUTS & WASHERS	MILD STEEL	IS 513 CR1 {340}	1 SET
13	LIFTING LUGS 304 HOLE	MILD STEEL	IS 213 CR1 {340}	2 SETS
14	CIRCUIT DIAGRAM PLATE	BRASS	BS 1400	1 NO.
15	IDENTIFICATION TALLY PLATE	BRASS	BS 1400	1 NO.
16	CAUTION / DANGER PLATE	BRASS	BS 1400	1 NO.
17	EQUIPMENT NAME PLATE DETAILS	BRASS	BS 1400	1 NO.
18	MAKER'S NAME PLATE	BRASS	BS 1400	1 NO.
19	BUS MOUNTING BRACKET	MILD STEEL	IS 513 CR1 {340}	2 SETS
20	TERMINATOR MOUNTING ARRANGEMENT	MILD STEEL	IS 513 CR1 {340}	1 SET
21	PANEL LIGHT MOUNTING ARRANGEMENT	MILD STEEL	IS 513 CR1 {340}	1 SET

	DESIGNED BY	DATE
	APPROVED BY	DATE
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. COOK WAREHOUSE DEPT., KOLKATA.		DATE: 17-08-21 20-03-21

CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____	CHECKED BY: _____ DATE: _____
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GENERAL INFORMATION / PARTS INFORMATION SHEET

DESIGN NO.	100-03-03
REV.	01
DATE	17-08-88
BY	PEU
APPROVED BY	90-03-03
DATE	17-08-88
BY	PEU
APPROVED BY	90-03-03

REV.	DESCRIPTION	DATE	BY
01	ISSUED FOR MANUFACTURE	17-08-88	PEU

SHARON ROACH SHIPBUILDERS & ENGINEERS LTD.
 100-03-03-01
 100-03-03-01

REV.	DESCRIPTION	DATE	BY
01	ISSUED FOR MANUFACTURE	17-08-88	PEU

**PART IDENTIFICATION LIST (PIL)
FOR MASTER CONTROLLER WITH T-HANDLE**

ITEM NO.	DESCRIPTION	MATERIAL	QUANTITY
1	1 NO. ENCLOSURE WITH 1 NO. DOOR 2MM THICK	MILD STEEL	1 SET
2	OPEN-DOOR UP STOPPER	MILD STEEL	1 NO.
3	Hinges	MILD STEEL	2 NOS.
4	CASKET FOR DOOR	VARIOUS	1 SET
5	SLOTTED HEX. HEAD BOLTS M8, NUTS WITH NYLON WASHERS	STAINLESS STEEL	10 SETS
6	OPEN-DOOR STOPPER	MILD STEEL	19 FT
7	PHIHOI WITH ROLLER	MILD STEEL	1 NO.
8	(PES) EXTENSION SPRING	SPRING STEEL (GALVANIZED)	1 NO.
9	CAM HOLDER	MILD STEEL	18 NOS.
10	(PBC) CAM 8MM THICK WITH FIRING SCREWS & WASHERS	BEVALUTE	16 SETS
11	CAM HOLDER FIRMING M4 SCREWS & WASHERS	MILD STEEL	16 SETS
12	(PFCMPC) FIXED CONTACTS & WIRING CONTACTS	COPPER	8 SETS
13	EARTHING BOLTS, NUTS & WASHERS 10X25MM LONG FITTED WITH COPPER LUGS & TALLY PLATES	COPPER & M8	2 SETS
14	INSULATING BRACKET 10X25X3, 2MM THICK FITTED WITH M8 BOLTS, NUTS & WASHERS	MILD STEEL	4 SETS
15	DECK SOCKET	BRASS (B8 1400(COTS))	1 NO.
16	DECK SOCKET SEALING PLUG	BRASS (B8 1400(COTS))	1 NO.
17	LUBRICATION NIPPLE	MILD STEEL (GALVANIZED)	1 NO.
18	(PCS) COMPRESSION SPRING	SPRING STEEL (GALVANIZED)	1 NO.
19	SPRING COLLAR	MILD STEEL (GALVANIZED)	1 NO.
20	OPERATING SHAFT	MILD STEEL (GALVANIZED)	1 NO.
21	SHAFT COUPLING MALE & FEMALE	MILD STEEL (GALVANIZED)	2 NOS.
22	POINTER/ARROW	MILD STEEL (GALVANIZED)	1 NO.
23	INSERT/REMOVAL TEE HANDLE GUIDED RING	BRASS (B8 1400(COTS))	1 NO.
24	INSERT/REMOVAL TEE HANDLE GUIDED KEY BAR	MILD STEEL (GALVANIZED)	1 NO.
25	COUNTER SUNK FIRING HOLES FOR M5 SCREWS	STAINLESS STEEL	4 NOS.
26	TEE HANDLE	MILD STEEL (GALVANIZED)	1 NO.
27	CIRCUIT DIAGRAM PLATE	BRASS (B8 1400)	1 NO.
28	CAUTION / DANGER PLATE	BRASS (B8 1400)	1 NO.
28	FRAME PLATE	BRASS (B8 1400)	1 NO.

	DESIGNED BY	DATE
	APPROVED BY	DATE

DIRECTOR PROJECT IN-CHARGE SPEC. TO SHIPB. DIVISION PROJECT OFFICE GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. 100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000	DIRECTOR PROJECT IN-CHARGE SPEC. TO SHIPB. 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PART IDENTIFICATION LIST (PIL) FOR FOOT OPERATED EMERGENCY SWITCH

ITEM NO.	DESCRIPTION	MATERIAL	QUANTITY
01	CAP	BRASS (BS 1400 (COTS))	1 NO.
02	PUSH KNOB	BRASS (BS 1400 (COTS))	1 NO.
03	GLAND NUT M30	BRASS (BS 1400 (COTS))	1 NO.
04	PISTON SHAFT	BRASS (BS 1400 (COTS))	1 NO.
05	(GSI) COMPRESSION SPRING	SPRING STEEL	1 NO.
06	BODY	BRASS (BS 1400 (COTS))	1 NO.
07	LOCK NUT M10	BRASS (BS 1400 (COTS))	1 NO.
08	ADJUSTING ACTUATOR	(Boughtout)	1 NO.
09	SLOTTED HEX. HEAD BOLT M6X15MM LEVIG	STAINLESS STEEL	4 NOS.
10	PLATE 350MMX30MM. 5MM THICK	MILD STEEL (SALVAGED)	1 NO.
11	UNDRIILLED NAVAL CABLE GLAND, SIZE-2, NUT M16	BOOT-MS, NUT NAVAL BRASS	1 NO.
12	ADAPTER FOR CABLE GLAND	BRASS	1 NO.
13	LIMIT SWITCH, LEVER ARM ROLLER, (1NO-1NO) AC	TYPE- BCB-JLSL, MAKE-WABUJALI / Ety. (Boughtout)	1 NO.
14	LIMIT SWITCH FIXING SCREWS & WASHERS MAX30MM LONG	MILD STEEL (BOUGHTOUT)	2 SETS.
15	WOODEN SCREW 50MM LONG	BRASS	4 NOS.
16	STUD & NUT M10X50MM LONG	MILD STEEL	4 NOS.
17	WOOD 30MM THICK 200MM DIA	WOOD	1 NO.
18	WEATHER DECK PLATE	STEEL	-
19	EARTHING BOLTS, NUTS & WASHERS M6X25MM LONG	MS & COPPER	2 SETS.
20	FITTED WITH COPPER LUGS & TALLY PLATES	BRASS (BS 1400)	1 NO.
21	NAME PLATE	BRASS (BS 1400)	1 NO.

NOTE:-
ITEM NO. 15,16,17 & 18 SHIPYARD/NAVY SUPPLY.

REV.	DESCRIPTION	DATE	BY
		17-08-21	
		17-08-21	
		19-05-23	


GREEN REACH SHIPYARD & ENGINEERS LTD.
 60/6, MADHANI CROFT, KOLKATA.

DATE	17-08-21	DATE	17-08-21
BY		BY	
APPROVED BY		APPROVED BY	
DATE	17-08-21	DATE	17-08-21
BY		BY	
APPROVED BY		APPROVED BY	
DATE	17-08-21	DATE	17-08-21
BY		BY	
APPROVED BY		APPROVED BY	

DESCRIPTION OF DRAWING: PART IDENTIFICATION LIST (PIL) OF FOOT OPERATED EMERGENCY SWITCH
 DRAWING NO: ED-L-E-11-2
 SHEET NO: 1/1

General Terms & Conditions of Tender

- 1) **DELIVERY:** All items pertaining to item SI. No: 1 to 69 shall be delivered within 02 months from the date of PO.
 - i) 11/11 Kw Control Panel, Master Controller, Foot operated Emergency Stop Switch and related Spares as per Indent SI. No: 10-130. (NIT SI. No: 1-13). **Inspection agency: IRS**
 - ii) Spares of DKMC items for CPRO(V) as per Indent SI. No: 140-190. (NIT SI. No: 14-19). **Inspection agency: IRS**
 - iii) Spares of DKMC items for CPRO(V) as per Indent SI. No: 200-380. (NIT SI. No: 20-38). **Inspection agency: IRS**
 - iv) Spares of DKMC items for CPRO(MB) as per Indent SI. No: 390-420. (NIT SI. No: 39-42)- **Inspection agency: QAE(WE), Kolkata.**
 - v) B&D Spares for Anchor Capstan & Mooring Capstan of ASW-SWC of GRSE Yd No: 3029-36 as per Indent SI. No: 430-690. (NIT SI. No: 43-69). **Inspection agency: IRS**

- 2) **PRICE:** - Price shall be firm & fixed till full execution of order and F.O.R. GRSE Store at Kolkata basis. Freight and Insurance charges shall be paid by the Supplier.

- 3) **DOCUMENTS TO BE SUBMITTED BY THE VENDOR AT VARIOUS STAGES OF EXECUTION / MANUFACTURING:**
 - a) Inspection Call.
 - b) Delivery Challan.
 - c) Inspection Reports of Items carried out at vendor's premises by authorized inspection agency with all correlated reports.
 - d) Guarantee / Warranty Certificate.
 - e) Billing - Along with bill, vendor shall furnish following documents: -
 - (i) Gate stamped Delivery Challan duly receipted by store.
 - (ii) One copy of each of the Documents, as indicated (a) to (d) above.
 - (iii) ICGRN in case of inspection by GRSE.

- 4) **PAYMENT TERMS:**
 - A. For Material:**
 - i. 90% of order value will be paid through ECS/NEFT against receipt and acceptance of material and submission of ink signed invoice duly accompanied with Pre-dispatch Inspection clearance Certificate, Guarantee Certificate & Packing List and Receipted copy of challan /LR. (All in 03 copies).
 - ii. Balance 10% payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with performance Bank Guarantee (PBG) of 3% of order value as per GRSE format, which shall remain valid till expiry of the guarantee period or balance 10% will be made after warrantee period provided their remains no pending liabilities.

- 5) **LIQUIDATED DAMAGE:**

For delay in completion of work, Liquidated Damage will be imposed @ ½ % per week or part thereof on the undelivered portion of the material, subject to max 5% of the total value of the order.

- 6) **RISK PURCHASE:**

In case the supplier fails to deliver the equipment beyond 04 weeks from the stipulated delivery date, GRSE reserves the right to cancel the order at it's discretion and procure the equipment from alternative sources. Difference in procured cost if any, will be recovered from any of his pending bills or through Debit Note.

7) **TAXES & DUTIES:** Vendors have to indicate HSN Code and GST % rate along with their offer.

8) YOU WILL HAVE TO SUBMIT BID IN TWO PART (TECHNO-COMMERCIAL BID & PRICE BID) IN E-PROCUREMENT MODE WHERE ALL DATA SHEET WILL BE AVAILABLE FOR DOWNLOAD, NEED TO FILL UP THE REQUIRED FIELD AND UPLOAD THE FILE. PRICE BID NEED TO BE FILLED UP IN GIVEN PRICE BID DATA SHEET ONLY, **NO OTHER ATTACHMENT REGARDING PRICE WILL BE ALLOWED IF SO THEN OFFER WILL BE TREATED AS CANCELLED.**

9) **VALIDITY OF OFFER:** Your offer should remain at least valid for a period of 3 (Three) months from the due date of the submission of tender.

10) **TENDER FEE:** Tender Fee will be **500/-** (Five Hundred) (non- refundable). From Nationalized Bank through DD/PO in favor of Garden Reach Shipbuilders & Engineers Ltd.” payable at Kolkata. Vendor need to submit tender fees as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Deck Machinery Department, GRSE Taratala Unit, Address to DGM (DKMC) before due date of submission. Please scan the Draft copy and attach to General Documents part in e-procurement. Non-submission of value of tender documents may lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point registration certificate for particular product under tender.

11) EARNEST MONEY DEPOSIT (INTEREST FREE):

a) EMD amount of Rs.30,000 /- (Rupees Thirty Thousand only) (Interest free) issued from Nationalized Bank through DD / PO / Bank Guarantee (as per format and should valid till minimum six months from tender due date) in favor of Garden Reach Shipbuilders & Engineers Limited. Vendor need to submit EMD as detailed in prescribed format in e-procurement commercial data sheet and send the DD / PO to Manager (Project Management - DKMC), GRSE Taratala Unit and BG directly to General Manager (Finance) at GRSE Main, 43/46, Garden Reach Road, Kolkata – 700 – 024 before due date submission. Please scan the copy of DD/PO/BG and attach to General Documents part in e-procurement. Non-submission of EMD will lead to offer rejection. SSI Units registered under single point registration with NSIC will be exempted from Earnest Money Deposit on submission of valid NSIC single point registration certificate for particular product under tender.

b) SSI unit registered under single point NSIC may be exempted from the earnest money deposit. However, this will be as per guidelines circulated by D.P.E. from time to time. A copy of the NSIC certificate with annexure is to be scanned and enclosed with the technical bid and that the list of activities contained in the NSIC certificate should cover the activity for which tender is issued and to be confirmed in Techno-Commercial part of offer.

c) EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalization of order on surrendering the original copy of money receipt with an application by bidders in TNC/CNC will be returned within 30 days from the date of submission of original copy of money receipt with an application by the bidder. EMD, if not claimed within 1 year from the date of notification will be forfeited.

12) FORFEITURE OF EMD:

The EMD may be forfeited, if

(a) The bidder withdraws the bid after opening during the period of validity

(b) The bidder does not accept the correction of error in bid price, if any.

(c) The successful bidder fails within the specified time limit to:

(i) Acknowledge the LOA / Order.

(ii) Furnish the required Security Deposit.

(iii) Non- performance of the contract by the Contractor.

13) Indemnification: The vendor & their employees, licenses, agents or Sub- Supplies/ sub-contractor, while on site of the GRSE for the purpose of this contract, indemnifies GRSE against direct damage and /or injury to the property and /or the person of GRSE or that of GRSE employees, agents, sub-contractors/ suppliers occurring and to the extent of negligence caused by you, your employees, licenses, agents or sub-contractor by making good such damages to the property, or compensating personal injury and total liability for such damages or injury shall be as mutually discussed and agreed to.

14) SECURITY DEPOSIT (Interest free): (a) Successful bidder will deposit an amount equivalent to 10% of the total Order value as interest free Security deposit in the form of Pay order/Demand Draft/Bank Guarantee (as per GRSE format) on any Scheduled National Bank other than Cooperative Bank at Kolkata, duly crossed favoring GRSE Ltd., within 30 days of the receipt date of LOI/P.O.

(b) If Security deposit is submitted in the form of Bank guarantee, then same to be forwarded directly to our General Manager (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of Bank guarantee should also be confirmed to Ordering Cell.

(c) Security Deposit will be retained till completion of the contract and will be released provided a Performance bank guarantee is furnished by the bidder against 'warrantee' two months prior to completion of the of the contract or the BG for security deposit be extended till the completion of the warrantee period.

(d) Bank Guarantee shall be on Non-judicial stamp paper of Rs. 50/- each from a Nationalized Bank as per GRSE approved format and are to be submitted/forwarded by the Bank in a sealed cover directly to GM(F), GRSE Main Works at 43/46 Garden Reach Road) Kolkata-24.

15) Micro & Small Enterprise: -

MSEs will also be entitled for following benefits subject to they have to provide Enterprise Memorandum (EM Part-II)/ NSIC Certificate/ Udyog Aadhar Memorandum (UAM) for manufactures/ supply of concerned Equipment / items, along with the offer: -

- (a) Tender documents will be issued at free of cost.
- (b) Payment of Earnest Money will be exempted.

16) Calculation of L-1 Bidder:

L-1 bidder will be considered as per following: -

- i) 11/11 KW Control Panel, Master Controller, Foot operated Emergency Stop Switch and related Spares as per Indent SI. No: 10-130. (NIT SI. No: 1-13).
- ii) Spares of DKMC items for CPRO(V) as per Indent SI. No: 140-190. (NIT SI. No: 14-19).
- iii) Spares of DKMC items for CPRO(V) as per Indent SI. No: 200-380. (NIT SI. No: 20-38)
- iv) Spares of DKMC items for CPRO(MB) as per Indent SI. No: 390-420. (NIT SI. No: 39-42)
- v) B&D Spares for Anchor Capstan & Mooring Capstan of ASW-SWC of GRSE Yd No: 3029-36 as per Indent SI. No: 430-690. (NIT SI. No: 43-69).

Note: All bidders have to quote each item as per above mentioned group.

17) Abnormally Low Quotes:

- a) No Additional Security deposit to be charged from the bidders in case of Abnormally Low Bids for all the upcoming tenders. In such case the quoted price to be analyzed w.r.t the tender requirement and if the bidder fails to justify their quoted rate, the obtained L1 quote may be rejected and the next quote will be considered as L1 rate to avoid re-tendering.

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

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 to be analyzed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & next quote will be considered as L1.

18)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 approval from the employer and without intimation of the name and credentials of the said subcontractor.

19)**SUBMISSION OF DRAWINGS AND QAP:** Vendor have to submit the Binding data, Drawings and Quality Assurance plan for 11/11 Kw Control System & related spares and other DKMC & B&D Spares to GRSE & IRS/QAE(WE), Kolkata within 07 days from the date of Order/LOI. The drawing and QAP shall be approved by Inspection agency prior to commencement of the Bulk Production.

20)**Inspection Authority:** IRS for Item Sl. No: 1-38 and 43-69 and Inspection agency QAE(WE), Kolkata for item Sl. No: 39-42. IRS Inspection Charges shall be borne by GRSE for accepted material only. Inspection call shall be forwarded by the vendor well in advance before stipulated delivery period.

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

22)**SECRECY OF INFORMATION:** All drawings/documents are confidential in nature. The contractor should not copy any part of the drawing and return the drawings on completion of job/along with the offer.

23)**VENDOR REGISTRATION:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate Supplier's SAP codes. Others, who are not registered vendor of GRSE, have to get registered, if selected.

24)**FORCE MAJEURE:/ ARBITRATION:** GRSE's standard arbitration & Force Majeure Clauses are to be accepted by you.

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

26)As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible unless warranted by unreasonable price quoted, in the opinion of GRSE.

27)**PATENT RIGHT:** GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

28)**GUARANTEE/WARRANTEE:** The Equipment /items supplied shall be guaranteed / warranted for satisfactory performance for the period of 24 months from the date of commissioning/using of the respective ship or 36 months from the date of supply of equipment /items/materials whichever is later. Whenever, supply of material is made in more than one lot guarantee/warranty shall commence from the date of supply of last lot of material. You cannot absolve your responsibilities for warrantee of materials even though it is inspected by & approved by the Inspection Authorities. During the Guarantee period, all defects arising out of improper design, defective material and faulty workmanship shall be rectified by repairing or replacing part or whole of the Equipment, as necessary, on free of charges basis by you. If defects are not remedied within a reasonable/stipulated time,

GRSE may proceed to rectify the defects at the supplier's risk and cost, but without prejudice to GRSE's rights under the Contract.

- 29) EXTENSION OF GUARANTEE:** If GRSE desires to extend the contractual guarantee period, then beyond standard guarantee period the extension charges shall be available @1 % per annum of total basic price of main equipment's & OBS without tax.
- 30) PERFORMANCE GUARANTEE:** On completion of the order, you will have to submit the Equipment Performance Bank Guarantee from a reputed Nationalized bank, for 10% of total order value valid for addition 4 weeks beyond the agreed of Guarantee period. Materials/Equipment to be supplied are guaranteed for free replacement/repairs, against defective design, material workmanship for a period of 48 months from the date of delivery of consignment or 24 months from the date of commissioning/using which-ever is earlier. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of items stipulated in the order.
- 31) TEST/GUARANTEE CERTIFICATE:** Manufacturer's Test Certificate is to be submitted along with the material. In case T.C is not made available at the time of dispatch a Guarantee Certificate from the manufacture has to accompany the material confirming that the material/equipment has been manufactured strictly confirming to the specification mentioned in the order.
- 32) RECEIPT INSPECTION:** All supplies will be subject to our inspection and approval in our Yard. The rejected materials if any will have to be removed within 10 days from the date of rejection at your expenses. Such rejected stores lie at the supplier's risk from the time of rejection, and if not removed within the specified date the purchaser has the right to dispose of the same. The purchaser shall also be entitled to recover ground rent on their rejected stores after the expiry of the specified date.
- 33) RIGHT IF INVOCATION OF BANK GUARANTEE:** GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure/delay in supply breakage any sorts of operational complication of ordered materials/breach of any terms of this contract.
- 34) SUBMISSION OF DOCUMENTS:** For late submission of original dispatch documents/wrong documentation, demurrage / **wharf age charges if incurred shall be recovered from the supplier.**
- 35) Eligibility Criteria:** As mentioned in SOTR.
- 36) REJECTION:** Rejection of materials and also the late delivery will affect further business with GRSE.
- 37) CANCELLATION OF ORDER:** GRSE reserves the right to cancel any order if placed in part/full without assigning any reason and with no financial implication.
- 38) 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.

viii) The language of the proceeding shall be in English.

39) COMPLIANCE WITH LAWS: Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable. City, States and Central Laws, Ordinances and Regulations. Further vendor shall indemnify defend/relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

40) The company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

41) FAT TRIAL ASSISTANCE: During FAT Trial at GRSE's Works, if any problem arises on Control System. Firm have to depute Service Engineer for FAT trial assistance & synchronization with the dedicated equipment at no extra cost to GRSE. Vendor have to undertake the job of commissioning, Factory acceptance trial at TU works, and Commissioning of the Equipment/ Starter/Control Panel at ON Board Ship for 2 times at GRSE or any PORT in India if required. If any observation arises on the 11/11 Kw Control System during receipt Inspection at GRSE (DKMC)/ Partner Shipyard, vendor have to undertake that defect without any extra cost. GRSE will intimate to Vendor 7 days advance for the said Job and Vendor have to depute Competent Service Engineer to carry out the Job at no extra cost at GRSE. During Guarantee period, if any problem/defect arises in the Control System, vendor have to rectify the Control system free of cost. During defect rectification if any components found defective, vendor have to provide new component at free of cost.

42) SERVICE ENGINEER ASSISTANCE: The supplier shall provide the necessary service support of Engineer to carry out the following activities at GRSE / Partner shipyard premises:

- a) Assistance during installation (if required)
- b) FAT trial assistance at GRSE(TU)
- c) Setting to Work (STW)
- d) Harbour an Sea Trials (HAT & SAT)

supplier shall depute experienced, qualified and expert Engineer / Technician to carry out the above activities on board ship completely matching to the ship's construction timeline. Above activities are to be undertaken to ensure satisfactory preformation of the system On Board towards proving the system to the Inspection agencies as per approved test procedure. No extra man days / payment on this account shall be admissible.

43)All other terms and conditions will be as per GRSE's STACs.

Note:

- a) Techno-commercial bid will be opened on the due date and time of tender.
- b) In case of non-receipt of filled in NIT/SOTR/STAC 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.
- c) For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
- d) Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

(A Govt. of India Undertaking)

43/46, Garden Reach Road, Calcutta- 700 024.

Fax: 033-469-8150/2020; Telephone: 469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY

(INDIGENOUS EQUIPMENT / MACHINERY)

REF. NO. GRSE-STACS-PE-INDG (AUGUST, 2006)

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IN-1 GENERAL

- IN-101 The word '**Purchaser**' refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, (GRSE), a Company registered under the Indian Companies Act 1913 and includes its successors or assigns.
- IN-102 The word '**Sub-contractor / Supplier / Vendor**' means the person / firm / Company who undertakes to manufacture and / or supply and / or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.
- IN-103 The word '**Owner**' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
- IN-104 The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Inquiry / Order with deviations, if any, as mutually accepted.
- IN-105 The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
- IN-106 The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.
- IN-107 Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.
- IN-108 **Governing Jurisdiction and Compliance with Laws**
- (a) All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder 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 Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
 - (c) GRSE shall not be liable under the workmen's compensation Act of 1923, in case any employee or workmen of any contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
 - (d) The existing Laws on employment of Child Labor shall be binding for the contract.
 - (e) Sub-contractor/Supplier/vendor working at GRSE site, shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/vendor working at GRSE site , are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.

- (f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 including obtainance /renewal of Labour Licence from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be effected.
- (g) All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.

IN-109 The Sub-contractor / Supplier / Vendor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Sub-contractor / Supplier / Vendor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Sub-contractor's / Supplier's / Vendor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Sub-contractor's / Supplier's / Vendor's Design Department in course of manufacture of equipment ordered by the Purchaser, the Sub-contractor / Supplier / Vendor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser.

IN-110 If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Sub-contractor / Supplier / Vendor, the Sub-contractor / Supplier / Vendor, shall quote for and carry out all such modifications to the equipment.

- (a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Vendor for the Owner and the latter would, through the Purchaser, be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Vendor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
- (b) Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Sub-contractor / Supplier / Vendor shall pay to the Owner royalty at the rate mutually agreed to.

IN-111 **Secrecy:**

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Vendor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

All information given to the supplier for the execution of the order is to be treated as **SECRET / CONFIDENTIAL**. The Technical information, Drawings, Specification and other related Documents forming part of this Enquiry /Order are the property of the Purchaser and shall not be used for any other purpose except for the execution of order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed to a third party, not misused, used in any other form whatsoever without Purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering, the tenderer has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss /cost/damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

IN-112 Preservation:

A detailed procedure for long and short term preservation of the equipment and periodicity of preservation along with special preservatives, if required, prior to installation of the equipment shall be furnished by the Sub-contractor / Supplier / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished.

Should any material require any additional preservation till its final installation / fitment on board the Ship, the materials should be supplied in preserved (sealed or in cocoons) condition for long duration of time as per order. Detailed procedures for subsequent de-preservation / re-preservation are to be stated by Sub-contractor / Supplier / Vendor.

The preserved sealed cases / cocoons will not be opened on receipt and same will be opened when the first preservation is due or if required on board earlier. The short fall, discrepancy or damage, if any, found during the inspection after opening these cases will have to be replaced / made good by the supplier free of cost within reasonable period.

IN-113 The Sub-contractor / Supplier / Vendor shall render free of cost guidance in case the Purchaser intends to set-up testing, repair / maintenance facility to overhaul the equipment supplied by the Sub-contractor / Supplier / Vendor.

IN-114 The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

IN-115 Purchase preference in respect of equipment / product and or services of Central Public Enterprises will be applicable for such / similar equipment / product / services on tender as per extant policy promulgated by Department of Public Enterprises, Government of India.

IN-116 The Purchaser reserves the right to accept and or reject any or all tenders and / or to withdraw the tender in toto without assigning any reason whatsoever.

IN-117 Registration as Approved Vendor:

(a) The Sub-contractor/Supplier/vendor is to confirm whether they are registered with GRSE as approved Sub-contractor / Supplier / Vendor under 5-digit Supplier Code and indicate Product Group Code. If not registered, the Sub-contractor / Supplier / Vendor will have to approach GRSE's V R Cell for completion of all formalities for permanent registration with GRSE immediately after submission of any quotation/offer. Failure to comply to this requirement will result in rejection of offer and restriction of further business.

(b) The bidder is to confirm whether they are registered with DGQA as approved vendor for supply of the category of item as tendered. If not registered, the bidder is to approach DGQA immediately for registration after complying with all formalities like capacity assessment for supply of the required category of equipment / item within a time frame of 6 weeks from placement of conditional order, if issued.

IN-118 MOU: Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.

IN-119 Examination of price: Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-contractor/supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.

IN-120 Individuality of contract: In the event of the offer getting converted into an order, the said order shall be treated as an individual contract, shall not allow any general lien to the parties and shall not get prejudiced in execution due to situation arising out of some other contract that the supplier may have with GRSE.

IN-2 Quotations and Order Acceptance Terms:

IN-201 *Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.*

- (a) Tender number and due date to be superscribed on all the envelopes.
- (b) Tender to be submitted on or before the due date and time.
- (c) Offer to be as per specifications and complying with tender conditions.
- (d) The envelopes to be sealed properly.

IN-202 Unless otherwise stated, the offers shall be in 'Two Bid System' only, in two separately sealed envelopes: -

- (a) PART-I - 'Techno-Commercial Bid' and marked thus. In addition, Part-I shall include-
 - (i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender).
 - (ii) Duties / Taxes, Octroi, freight charges, insurance and/or any other Statutory levies payable, specifying incidence clearly / separately against each head.
 - (iii) The cost incidence against each head clearly indicating for Door Delivery or F. O. R. or Ex-works alongwith charges for packing and forwarding.
 - (iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply and Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 5).
 - (v) Earnest Money Deposit (interest free) as stipulated in the tender by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Co – operative Bank to be provided by the bidder / tenderer in favour of GRSE as per discretion of the Purchaser.
 - (vi) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.
 - (vii) Delivery Schedule.
 - (viii) IIG Form regarding Codification of Defence Equipment enclosed with SOR is to be filled -in and submitted. The same is included as deliverables by the supplier.
 - (ix) Standard format for data to be provided by OEM as per ILMS requirement (Integrated Logistic Management System):- As required by Indian Navy for operation of ILMS successfully at their end, detail information regarding ILMS compatibility as per format provided in SOR is to be filled in by OEMs and submitted to GRSE as part of their contractual obligations and to be included as deliverables.
- (b) PART-II – 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.

IN-203

- (a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned deptt.
- (b) Outstation Bidder / Tenderer shall forward their offers addressed to concerned Authority either by courier service or by speed post so as to reach well in advance of the due date of tender or by hand delivery before due date and time of tender closing. Purchaser shall not be responsible for any postal / courier delay and it is attributable solely to the tenderer.

- (c) Offer in “Two Bid System” received by fax / e-mail and / or offers received beyond due date and time of tender is liable to be rejected.

IN-204

- (a) The price per ‘Ship set’ shall be quoted and breakup price of individual items of equipment and its accessories must be clearly stated.
- (b) The cost incidence against each head shall be clearly indicated for –
- Door delivery
 - F. O. R.
 - Ex-Works - with charges for packing and forwarding
- (c) The offer shall indicate the discounted price, if more than one shipset is ordered.
- (d) The offer shall clearly indicate the Foreign Exchange content, if any, and base Exchange Rate and cut off date for Import. If any item/s is / are required to be imported by the Sub-contractor / Supplier / Vendor for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.
- (e) The vendor/supplier/sub-contractor shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the vendor/supplier/sub-contractor along with the copies of bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser.
- (f) The purchaser reserves the right to investigate the reasonableness of the price and ask the vendor/supplier/sub-contractor for detail break up of their cost.

IN-205

- (a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser’s Yard. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.
- Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Vendor shall indicate –
- (i) The date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,
- and**
- (ii) Terms and conditions for effecting postponement of delivery beyond the price validity period.
- (b) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

IN-206 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of ‘Approved Registered Vendors.’

IN-207 **Spares:**

- (a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.

- (b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer's recommended spares together with itemised prices for
- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
 - Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)
- (c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / Vendor shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future requirements could be established during the life cycle of the equipment in service.
- (d) In the event of inability to make an offer for these spares at the time of quoting for main equipment, the Sub-contractor / Supplier / Vendor shall commit a date by which such an offer can be made and adhere to it. Non-receipt of offer as committed will render the order for main equipment liable for cancellation without notice from the purchaser and without any financial implication to the Purchaser.

IN-208 Tenders will be opened on the specified date and time in the concerned department. Only authorised representatives of tenderers are permitted to witness the Part I tender opening for Press tenders only. Tender opening shall neither be delayed nor withheld / postponed on account of absence of any one or more Tenderers. All the envelopes marked as 'PRICE BID' received at the time of Tender opening will be noted and held unopened separately.

IN-209 Authorised representatives of only technically qualified tenderers, in case of Press Tenders only, who have submitted EMD as applicable, and complied with tender terms, will only be permitted to be present and note the proceedings of the Price Bid - Part II opening in a manner as directed by the tender opening officers. Qualifying tenderers not present during price bid opening will not be furnished with information on prices at a later date. EMD of unsuccessful tenderers will be refunded / returned within 30 days of finalisation of order on surrendering the Original copy of Money Receipt and upon instruction of Purchaser. EMD, if not claimed within one year from the date of notification to the tenderer for refund, will be forfeited.

IN-210 With the acceptance of the successful bidder's offer by the Purchaser, which is as per the Terms and Conditions of the tender, by means of LOA / Purchase Order, the Contract is concluded.

The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks of from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Vendor shall not bind the Purchaser in respect of these conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Vendor to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Vendor in all respects.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vender's bid contains any condition and any correspondence which are contrary to the Notice Inviting Tender (NIT) then

they shall be considered as superseded and void on the acceptance of the bid by the Purchaser.

Recovery of compensation by the Purchaser from the Sub-contractor / Supplier / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

IN-211 Security Deposit (Interest free) :

The successful Tenderer shall submit a Security Deposit as specified in the tender in the form of Demand Draft / Pay Order / Bank Guarantee (as per GRSE format & guide lines at Annex-2) issued by any scheduled Bank other than Co-operative Banks in favour of Purchaser. The Security Deposit will be returned only after the successful execution of the order. In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

IN-212 Unless otherwise specified in the 'Statement of Requirement' / 'Technical specifications for Procurement', the supply shall include one set of reproducible Velographs stamped 'Approved' by the Inspecting Authority, micro-films, floppies / CDs and six sets of paper prints. It shall also include 15 sets each of the Operation / Maintenance Manuals, Part Identification List, Comprehensive Part List, Test Certificates / Shop Trial reports etc. of the article/s supplied.

IN-3.0 Packing, Shipping, Insurance & Freight details and Delivery:

IN-301 Identification of Deliverables And Penalty For Non-Compliance:

(a) The Supplier on receipt of Purchase Order and by a date not later than 8 weeks from receipt of P.O., shall list out and confirm all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and computer systems. In the event of delay in submission of the required details penalty @ ½% per week or part thereof upto the maximum of 5% of total value of all deliverables, shall be levied on the Supplier.

GRSE shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with GRSE Code numbers, individual prices etc. in advance of contractual delivery. While despatching the Supplier shall identify each item with GRSE code no. and the firm's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

All OBS are to be PIP packed. OBS and tools are to be supplied in separate boxes with clear identification and part numbers in metallic or plastic tag. Supplier's rep. is required during receipt inspection of loose items, accessories, spares and tools for easy identification and detection of shortfall.

(b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Sub-contractor / Supplier / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The

information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

- (c) Every package shall contain a packing list in triplicate and the order number, package number, number of cases in the consignment, description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.

IN-302 Insurance:

IN-302.1 In cases where the Sub-contractor's / Supplier's / Vendor's offers are for 'Free Delivery to Purchaser's Yard,' transit Insurance charges shall be borne by the Sub-contractor / Supplier / Vendor.

IN-302.2 In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Sub-contractor / Supplier / Vendor shall give details of materials with despatch particulars and their value to Purchaser immediately after the despatch. The Insurance Charges will be borne by Purchaser.

IN-303 Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach the purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Sub-contractor/ Supplier/ Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. Demurrage, if any, due to wrong/non-availability of shipping documents will borne by supplier/vendor.

IN-304 Where so stipulated in the order, the Sub-contractor / Supplier / Vendor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. The Purchaser reserves the right to cancel the order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser / Owner and failure on the part of the Sub-contractor / Supplier / Vendor to comply with the delivery schedule is inevitable. In such an event the Sub-contractor / Supplier / Vendor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Sub-contractor / Supplier / Vendor at his cost.

IN-305 The Sub-contractor / Supplier / Vendor shall arrange despatch of goods by Rail / Road consigned to GRSE through GRSE nominated transporter. An Advance Copy of the invoice along with copies of other relevant documents shall be forwarded to Purchaser sufficiently in advance to avoid demurrage. In case of door delivery contracts, the Transporter shall be directed to deliver the ordered equipment without insisting for consignee copy of Lorry Receipt.

However, for manufacture of Naval Ships under Cost plus Contracts, GRSE is acting in the capacity of an Agent since Purchase Orders are issued by GRSE on behalf of Indian Navy under MOD, Govt. of India. Accordingly, in case of orders for supply to Naval Ships under cost plus contract, despatch document (challan / Consignment Note etc) and Invoice should be marked with the words "GRSE A/C INDIAN NAVY".

IN-306

- (a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.
- (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the

drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor.

- (c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.
- (d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
- (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

IN-4.0 Guarantee / Warranty

IN-401 The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warranty period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/sub-Contractor/supplier shall quote for the same on monthly basis for the period of such extension.

IN-402 If the defects intimated during the Guarantee period are not remedied within a reasonable / stipulated time, the Purchaser may proceed to rectify the defects at the Sub-contractor / Supplier / Vendor's risk and cost, but without prejudice to any other rights which the Purchaser may have against the Sub-contractor / Supplier / Vendor in respect of the failure of the Sub-contractor / Supplier / Vendor to remedy such defects.

IN-403 Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Sub-contractor / Supplier / Vendor of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Sub-contractor / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.

IN-404 In the event of Sub-contractor's / Supplier's / Vendor's failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Sub-contractor / Supplier / Vendor in this regard.

IN-405 Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.

IN-5.0 Quality Certification:

IN-501 Purchase preference will be considered in case the Sub-contractor / Supplier / Vendor is accredited with ISO 9000: 2000 or equivalent International Quality System Standards in respect of equipment / Products and or items on tender.

IN-502 The Sub-contractor / Supplier / Vendor shall submit as proof, in Part-I of the bid documents, a copy of ISO 9000: 2000 or equivalent International Quality System Standards certificate valid as of date.

IN-503 The Sub-contractor / Supplier / Vendor shall preferably engage sub-contractors and avail supplies from suppliers with prior approval of Purchaser and such sub-contractors and suppliers shall also be accredited with ISO 9000: 2000 or equivalent International Quality System Standards.

IN-504 In the event the Sub-contractor / Supplier / Vendor is not being ISO 9000: 2000 accredited firm, the fact shall clearly be stated and the Quality Assurance / Quality Control organisation of the company be described in detail. Pursuant to scrutiny of such statement / documentation, the Purchaser may decide to accept the offer with pre-conditions specified for acceptance or reject the bid submitted.

IN-6.0 Terms of Payment:

IN-601

(a) Unless or otherwise mutually agreed upon and stipulated in the Purchase Order, the terms of payment shall be 90% of Order value within 45 days from the date of receipt inspection and acceptance of material and presentation of bill supported with complete set of documents as under: -

(i) Seven copies of signed invoice indicating Vendor Code Number and item wise price (indicating GRSE material code no. if in the order) along with packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract, Invoice will be in the name of GRSE.

(ii) Warranty Certificate in triplicate.

(iii) 3 copies of Manufacturer's Works Test Certificate.

(iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).

(v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)

(vi) Complete set of Classification / On board spares as per the Purchase Order.

(vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.

(viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.

(ix) Complete set of "As fitted" drawing and reproducible drawings.

(x) Quotations for B & D spares for (a) 2 years operation and (b) 5 years operation.

(xi) IIG Forms duly filled in.

(xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Management System).

All the documents shall clearly indicate the GRSE's Purchase Order No. and date.

(b) Balance 10% will be released after G.P. or against submission of PBG for equivalent amount (as per GRSE format & guidelines at Annex-3) valid till G.P.

Issue of GRN: For materials received at GRSE without Inspection report of 3rd party, GRN will be issued to Local supplier for their submission of bill with GRN. But for materials received at GRSE with 3rd party Inspection report received from outstation suppliers,

balance payment bill is to be submitted by suppliers with copy of clear & accepted ICGRN for further linking by Corporate Finance with GRN for processing balance payment.

(c) Payment may be made to the vendors through Electronic Clearing System (ECS). Vendors are to furnish requisite documents / information on receipt of the order. (ECS Format for Bank Particulars and Payment Procedure enclosed at Annex.- 6)

(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority. The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.

(e) All advance payments should be interest bearing. Penal interest is to be charged on the advance in case of delay in delivery of supplies beyond the agreed schedule. Amount of Advance & Rate of interest will be decided by the Management / TC as appropriate.

(f) Where order is cancelled and advance payments already released to the contractor, the contractor shall refund all such advance payments received to GRSE with prevailing Bank interests and GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.

(g) Works Contract: In case of works contract following payment terms shall be followed: -

(i) Material Portion:

75% payment against despatch document, 15% payment against receipt & acceptance of material and balance 10 % will be released after G.P. or against PBG for equivalent amount valid till G.P.

(ii) Labour Portion:

90% payment on job completion and certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.

OR

Where unit rate is mentioned, 90% payment progressively on job completion and Certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.

(h) If GRSE material code no. & itemised price is not incorporated in the order, supplier will submit detailed list of items (separately deliverables) and price break-up latest within 6 weeks of receipt of order to enable GRSE amend the order indicating material code no. of each item with its price. All Invoices, Packing list etc should invariably indicate GRSE material code no. against each item for recording receipt and issue of ICGRN as well as for processing payment.

IN-602.1 Octroi Duty at present is not applicable in West Bengal. However, Octroi Duty if applicable, at a later date, will be re-imbursed by Purchaser at actuals against submission of 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be issued in the name of 'GARDEN REACH SHIP BUILDERS & ENGINEERS LTD.' only.

IN-602.2 Way Bill – In West Bengal, Way Bill is to be issued for entry of materials from outside the state. GRSE will issue the Way Bill on submission of copy of Invoice and Consignment Note. Consignment Note should be in the name of GRSE.

In case of Transit Sale, the name of the Consignors (other than seller) are to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee.

IN-603 The Sales Tax Registration Number and Central Sales Tax Number, Service Tax Number, as applicable, are to be quoted on all invoices. Invoices shall be accompanied by a certificate to the effect that the Sub-contractor's / Supplier's / Vendor's registration certificate was in force on the day the sale was effected.

IN-604 Unless otherwise stated Excise Duty, Sales Tax and any other statutory levies will be payable extra at actuals. However, the Sub-contractor / Supplier / Vendor shall submit the proof of having paid the duties / levies along with the Invoices / Bills.

In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for despatch & GRSE is to be intimated by supplier / vendor / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-vendors of Sub-contractor / Supplier / Vendor on whom Purchaser had placed a Purchase Order.

IN-604.1 For supplies from States outside the state of West Bengal, Declaration Form "C" or "D" as applicable will be issued to the supplier for concessional rate of Sales Tax. In case of sale within the state of West Bengal, W.B.S.T. Form will be issued for concessional rate of Sales Tax.

IN-604.2 Declaration Form can be issued to suppliers in case of transit sale, i.e. transfer of documents during the period of transit of the materials to obtain Sales Tax benefit.

Invoice shall clearly indicate cost incidentals against each head, as applicable:
Basic Cost, Excise Duty, Packing & forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.

IN-605 Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Sub-contractor / Supplier / Vendor the same shall be deducted from any sum then due or thereafter may become due to the Sub-contractor / Supplier / Vendor under the contract or any other contract with the Purchaser.

IN-606 Works Contract Tax, wherever applicable, will have to be borne by Sub-contractor / Supplier / Vendor. In addition, Employees State Insurance premium, Provident Fund, Service Tax and other statutory dues of workers deployed at Purchaser's premises by Sub-contractor / Supplier / Vendor will have to be borne by him. In case of Works Contract Form 58 or 59 as applicable is to be submitted by the vendor/supplier/sub-contractor.

IN-607 **Liquidated Damages / Risk Purchase:**

IN-607.1 In the event that-

- (a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or
- (b) The equipment / product when tested in accordance with the performance requirement of the Purchase Order, fails to meet those performance parameters, the buyer (Purchaser) will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in the Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not in the way of penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such

Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.

IN-607.2 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 0.5% of the total order value per week or part thereof of delay upto a maximum of 5% of the total order value. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor (Seller). Payments made by the Sub-contractor / Supplier / Vendor (Seller) of Liquidated Damages shall be in addition to any other remedies (other than any other remedy for the recovery of damages) available to the Purchaser, including without limitation the remedy of cancellation of Order for default.

IN-607.3 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late submission of Drawings for approval as agreed to by Purchaser and Sub-contractor / Supplier / Vendor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order value.

IN-607.3.1 Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.

IN-607.4 If the equipment / article or any portion thereof be not delivered by the scheduled delivery date, the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest.

IN-607.5 The Purchaser shall be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered thereunder. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Sub-contractor / Supplier / Vendor.

IN-607.6 In case of unsatisfactory progress of supply at any point of time after placement of order GRSE reserve the right to cancel the order without assigning any reason and to procure the ordered material from any alternative source at your complete risk and cost. GRSE also reserves the right to cancel the order forthwith without any financial implications on either side if upon lapse of 50% of the scheduled delivery time the progress of manufacture is not up to the satisfaction of GRSE/Owner and the failure on the part of the sub-contractor/supplier/vendor to conform to the delivery schedule is inevitable.

IN-608 **Submission of Bills to SLP Section (Corporate Finance/GRSE)**

The bills presently submitted to SLP Section by vendors for purchase orders placed by NCM / Purchase Department in respect of "SHIP DIVISION ONLY" will now be deposited in the Box kept at the entrance of the Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01st April, 2002.

Computer generated acknowledgement for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday.

Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday.

The supplier should ensure that all the bills are kept in a separate envelope orderwise and also mention their vendor code number for easy identification and registration. All enclosures are also be firmly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.

For payment through ECS, bills will be deposited in the Box kept at the entrance of Corporate Finance Dept. as elaborated above. ECS Format of Bank particulars and Payment Procedure are enclosed at Annexure – 6 reference Clause IN 601(c) above.

IN-7.0 Quality Assurance, Inspection, Testing and Commissioning Assistance:

IN-701 The equipment will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment.

Statutory: M. M. D. or N. M. D.

Regulatory: Classification Society–L.R.S./A.B.S/D.N.V/ I.R.S. etc.

Specification: Survey, DQA(WP)/DQAN/CQAE, Classification Society.

Others: Owners, W. P. S. (KOLKATA), GRSE

IN-702 The articles to be supplied shall be strictly in accordance with the drawings/specification/statement of requisition (SOR) / samples indicated in the order.

IN-703 The supplier /vendor/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and obligations under the contract without the previous consent of the purchaser in writing.

IN-704 The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/vendor/sub-contractor shall give 30 days' notice for inspection and will make necessary arrangements / provide necessary facilities to inspectors / nominated agency to carry out inspection / testing during course of manufacture/final inspection and testing as required. Formal Inspection Certificates will be issued by the relevant QA Authorities /Agents.

IN-705 Immediately on receipt of order the supplier/vendor/sub-contractor shall get in touch with the Inspection Authority and submit Quality Assurance Plan. Exact scope, stages and parameters of inspection and test schedule shall be as per QA Plan duly approved by the QA Authority. All charges for inspection shall be borne by the suppliers/vendors/sub-contractor.

IN-706 Receipt Inspection shall be carried out by GRSE-QA

For materials supplied with long term preservation in sealed cases / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above.

IN-707 The price should be inclusive of inspection/approval/certification cost to meet the relevant requirement of the technical specification. This should also include the cost of furnishing shock calculations and type test results wherever applicable.

IN-708 The supplier/vendor/sub-contractor shall furnish all relevant Inspection Certificates and Test & Guarantee Certificates along with each consignment and copies of same in triplicate shall also be mailed / forwarded to GRSE immediately on despatch of articles. The supplier/vendor/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.

IN-709 The decision of the inspecting authority or his agent, as the case may be, on any question of the intent, meaning and the scope of specifications / standards shall be final, conclusive and binding on the Sub-contractor / Supplier / Vendor.

IN-710 **REPLACEMENT FOR REJECTION :**

- (a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserve the right to dispose off the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.
- (b) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.
- (c) If the defects are not remedied within a reasonable/stipulated time, the purchaser may proceed to rectify the defects at the supplier/vendor/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/vendor/sub-contractor in respect of their failure to remedy such defects.

IN-711 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by the Purchaser to assist / supervise the installation, setting to work, commissioning of the equipment supplied by the Sub-contractor / Supplier / Vendor.

IN-712 The Sub-contractor / Supplier / Vendor shall provide the requisite training for the Purchaser's / Owner's Personnel at Sub-contractor's / Supplier's / Vendor's/ GRSE's premises or on board the vessel where the equipment is installed, in respect of the equipment received from the Sub-contractor / Supplier / Vendor. The cost of travelling, lodging, boarding etc. shall be borne as mutually agreed to and detailed in the order.

IN-713 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost as required by the Purchaser to assist/supervise the installation, setting to work, commissioning, harbour and sea trials of the equipment supplied by the Sub-contractor / Supplier / Vendor for the periods as mutually agreed upon and as per the terms and conditions of the order.

Should the Purchaser / Owner desire to avail services beyond the free service periods available against the contract, the Sub-contractor / Supplier / Vendor shall quote for the same on hourly / daily rate basis along with other terms and conditions, if any.

IN-714 Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Vendor are to be obtained from the Inspection Authority. Any / all other technical clarifications may be obtained from Inspection Authority directly, under intimation to Purchaser.

IN-715 The Sub-contractor / Supplier / Vendor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

IN-8.0 Miscellaneous:

IN-801 Force Majeure (as vetted by Min. of Law): -

Should any force majeure circumstances 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.

Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine restrictions beyond the control of either party.

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.

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

IN-802 Arbitration:

Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. CMD/GRSE will be the Arbitrator. However unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Kolkata (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (*retain whichever is applicable*) the same shall be referred to the Chairman & Managing Director ('CMD' in short) or the Managing Director ('MD' in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd' in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The CMD or MD, GRSE Ltd. if he so desires, may nominate / appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.

Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification or 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.

Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

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.

IN-803 Indemnification:

The Sub-contractor/Supplier/Vendor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Vendor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

IN-804 Use of Undue Influence / Corrupt Practices:

(a) The Sub-contractor / Supplier / Vendor should give an undertaking that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Vendor) or the commission of any offence by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Sub-contractor / Supplier / Vendor and recover from the Sub-contractor / Supplier / Vendor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Vendor.

(b) The Sub-contractor / Supplier / Vendor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or foreborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Sub-contractor / Supplier / Vendor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Vendor) or the commission of any offence by the Sub-contractor / Supplier / Vendor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Sub-contractor / Supplier / Vendor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

(c) In case, it is found to the satisfaction of the Purchaser that the Sub-contractor / Supplier / Vendor has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents / Agency Commission and use of undue Influence, the Sub-contractor / Supplier / Vendor, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

IN-805 Banned or de-listed Contractors:

The bidders shall give a declaration that they have not been banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder has been banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

IN-806

- a) As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- b) During Technical and / or commercial negotiation in case the participating vendors indicate the need of submission of revised price bid but the same is not acceptable by competent authority in due course, GRSE reserves the right to consider such bid(s) to be disqualified on this ground under intimation to the relevant vendor(s) before price bid opening.
- c) Delivery schedule as mentioned above is our essential requirement. GRSE reserves the right to cancel the bid if the delivery requirement is not met.
- d) Please forward your confirmation on all commercial points for acceptance of your offer in tender data sheet.
- e) In case your offer is not submitted in two separate given data sheet, the same is liable to be rejected.

Annexure-VI

FORMAT OF BANK GUARANTEE

GUARANTEE BOND

(To be used by all scheduled Banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta – 700024 (hereinafter called “the Buyer”) having agreed to exempt M/s.(hereinafter called “the Party”) from the demand, under the terms and conditions 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 and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... (Rupees..... only) we,..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Buyer an amount not exceeding Rs.against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

2. We,Bank.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss 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 the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We,Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said Tender/Order have been fully and properly 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 from all liability under this Guarantee thereafter.

4. We,Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act 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.....) 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 Guarantee within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

for.....Bank Limited.

Dated theday of20.....

Annexure-VII

**FORM NO.
QS / 03. 0082**

**FORMAT OF BANK GUARANTEE TOWARDS
EARNEST MONEY**

(to be used by all scheduled banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024 (herein after called “the Buyer”) having agreed to exempt M/s. _____ (hereinafter called “the Party”) from the demand, under the terms and conditions contained in the Tender / Purchase Order No. _____ dated _____ (thereinafter called “the said tender”) of Security Deposit for the due fulfillment by the said party of the terms and conditions contained in the said tender, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only). We, _____ Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or contained in the said Tender.

2. We, _____ Bank _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any beach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

3. We, _____ Bank Limited further agree to the Guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certified that the terms and conditions of the said Tender/Order have been fully & properly and carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this Guarantee thereafter.

Contd. 2

4. We, _____ Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender / Order or to extend time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender / Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said party for any forbearance, act or omission on the part of the Buyer or any Indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We, _____ Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. _____ (Rupees _____) and that this guarantee shall remain inforce 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 their beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For _____ Bank Limited.

Dated the _____ day of _____ 20 _____

Annexure-VIII

FORM NO. QS/03/0020
GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED
43/46, GARDEN REACH ROAD
KOLKATA – 700 024.

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

Ref: 1. BPE Notification No. BPE/G:032/78/1(4)/Adv(F)/69 dated 24.10.78.
2. F.No.0(7)/B.O.III/75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024(hereinafter called “The Buyer”) having agreed to exempt M/s..... (hereinafter called “The Party”) from the demand, under the terms and conditions contained in the Tender/ Purchase order no.....dated (hereinafter called “the said Tender/ Order”) of security deposit for the due fulfillment by the said Party’s of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... (Rupees..... only), we Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Buyer by reason of breach by the said Party of any of the terms or conditions contained in the said Tender.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
3. We.....Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender. Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said

Contd.2

Tender/Order have been fully paid and its claims satisfied or discharged or till the Chairman & Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this Guarantee thereafter.

4. We.....Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended 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 terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We.....Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees..... only) and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry, all the rights of the beneficiary under the said Guarantee shall be released and discharged from all liabilities thereof.

ForBank Limited.

(seal)

Dated theday of2016