

SINGLE TENDER

(Tender Ref. No. NCM/ST/ND/BG/NGOPV/ISN SA/ ET- 1977)

1. Offers are invited for **INS SA OF GRSE & GSL FOR NGOPV PROJECT**, as per enclosed SOTR.
2. Nature of Tender : SINGLE, DOMESTIC
3. Last date & Time of Receipt of Tender : 20-06-2023 (12:00 hrs)
4. Date & Time of opening of Tender : 21-06-2023 (14:00 hrs)
5. Technical Specification & Scope of Supply : Annexure-II SOTR No.**GT40110001M**
6. Other Commercial Terms : Annexure-I
7. Tender can be down loaded from web sites www.grse.nic.in and www.tenders.gov.in.
8. Tender / Bid formats are to be downloaded from our e-portal "<http://www.grse.nic.in/e-tender/>" and Offers in filled-in formats are to be uploaded using Digital Signature Certificate (DSC).
9. This tender is neither an agreement and nor an offer by the GRSE to the prospective Bidders or any other person. This tender includes statements, which reflect various assumptions and assessments arrived at by the GRSE in relation to the Project. This tender document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this tender Wherever necessary, GRSE reserves the right to amend or supplement the information, assessment or assumptions contained in this tender. GRSE reserves the right to withdraw the Tender at any stage. The issuance of this tender does not imply that the GRSE is bound to shortlist a Bidder for the Project.
10. GRSE reserve the right to cancel the tender at any stage, if any such situation arises in future.
11. Whether GRSE will open the tender as per schedule or extend the offer submission due date is completely under purview of GRSE.
12. GRSE reserve the right to negotiate the price with L-1 bidder, as per existing procedure of GRSE.
13. Tender Fees: Not Applicable
14. Earnest Money Deposit: Not Applicable

Note :- In case of withdrawn of offer by any participated Bidder(bidder) at any stage of finalization of the order, GRSE may take the following actions:-

Issue of tender holiday to the Bidder(bidder) (ii) Bidder(bidder)'s will not be issued any tender for any items for a period/ project etc .(iii) In case the Bidder(bidder), participated in open tender, the offer may be rejected (iv) Bidder(bidder) will be restricted for Bidder(bidder) registration at GRSE/renewal of Bidder(bidder) registration at GRSE.

In addition with the above, GRSE will take necessary action against the Bidder(bidder)s as deemed fit.

B.Ghosal

Sr. Manager (NCM) (L&W)

M/s. Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Kolkata-700 024 (INDIA)

List of Enclosure/Annexures:

Sl.	Documents / Format	Annex. No
1.	Instructions To Bidders	I
2.	Tender Terms & Conditions (Mandatory)	II
3.	Commercial terms & conditions	III
4.	SDBG Format of GRSE and GSL	IV(a) and (b)
5.	PBG Format of GRSE and GSL	V (a) and (b)
6.	Declaration for Banned / Delisting / Tender Holiday/ Risk Purchase by any PSU	VI
7.	Indigenization Policy	VII
8.	ECS FORMATS of GRSE and GSL	VIII(a) and (b)
9.	INTEGRITY PACT GRSE and GSL (Bidder(bidder) has to submit 02 separate IP 01 for GRSE in GRSE Format and 01 for GSL in GRSE Format	IX(a) and (b)
10.	GRSE STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF B&D SPARES.	X
11.	GRSE STACS-PE-INDG (August - 2006) and STACS Acceptance and GSL STACS and STACS Acceptance	XI
12.	Declaration of indigenous content	XII
13.	Declaration of MSME	XIII
14.	Progress report submission format	XIV
15.	P.O acceptance format	VX

The followings are Uploaded with NIT and attached separately:-

- (a) Technical bid
- (b) Price Bid
- (c) Commercial terms acceptance matrix
- (d) SOTR
- (e) SOTR acceptance matrix

INSTRUCTIONS TO BIDDERS

Part-A is divided in three sections.

Section-I: Contains instructions, e-tender guidance and other terms and conditions of tender.

Section II: Contains the mandatory terms and conditions of the tender for which deviations are not accepted.

Section-III: Contains the requirement commercial tender terms & conditions.

SECTION-I

1. PREAMBLE:

- (a) Goa Buyer Limited (GSL), GOA & Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata, invite e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through GRSE e-Procurement portal ([https:// www.grse.nic.in](https://www.grse.nic.in)) for Supply of subject equipment for NGOPV PROJECT.
- (b) The tendered items are for 11 Ship sets of Projects NGOPV. Seven Ships shall be constructed at Goa Buyer Limited (GSL), Goa and Four Ships shall be constructed at Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata.
- (c) The tender shall be processed by GSL/GRSE for 11 Ships set. However, separate Purchase orders for each ship set shall be placed by respective Buyers.
- (d) Equipment along with its associated auxiliaries/components for Seven Ship sets are to be delivered to GSL, Goa and for Four Ship sets to be delivered to GRSE, Kolkata.
- (e) GSL & GRSE will place orders for B&D spares separately at later date after ranging and scaling done by Indian Navy. B&D Spares are to be delivered to Material Organization, Visakhapatnam.
- (f) Security Deposit (SD) and Performance Bank Guarantee (PBG) shall be in favour of respective Buyers.
- (g) GRSE and GSL herein after known as 'BUYER'/ shipyard and Bidder to whom tender is issued herein after known as 'BIDDER(BIDDER)'/Supplier etc.

2. **SUBMISSION OF OFFER IN TWO BID SYSTEM:** Offer must be submitted in two parts as follows:

- (a) **Part I (Techno Commercial Bid):** No price should be mentioned in this bid or offer will be liable for rejection. The bidder shall ensure following to include in the Part-I bid: GRSE registered Bidder(bidder)s are exempted from submission of the document mentioned at sl. (i) to (v), new Bidder(bidder) who are not registered at GRSE are not exempted to submit document mentioned at Sl. (i) to (v)
 - i. Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
 - ii. List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
 - iii. Audited / Certified Balance sheet, Profit / Loss account for past three (03) years.
 - iv. Value of supplies during last three (3) years. (Order copies & work completion certificates to be attached).
 - v. Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience etc.
 - vi. Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
 - vii. Weight control Data sheet if applicable.
 - viii. Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
 - ix. Undertaking for product support if applicable.
 - x. Bank details for payment by RTGS/NEFT in the format enclosed.
 - xi. Bidders / Suppliers should enclose the additional documents as applicable to this tender.
 - xii. Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
 - xiii. Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.
 - xiv. Bidder(bidder) to submit the signed and stamped copy of the Drg. along with the bid and to be filled up properly.
 - xv. Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid.
 - xvi. Bidder(bidder) to submit the all declaration enclosed with the tender.

- xvii. It is mandatory to mention Bidder(bidder)'s name, contact No., name of contact person, e-mail id, Bidder(bidder)'s address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.

(aa) INTEGRITY PACT: Bidder(bidder) has to submit the 02 integrity pact in GRSE and GSL format within 01 week from the tender closing date. Bidder(bidder) has to also upload the same along with their techno-commercial bid.

(bb) ACCEPTANCE: **The Acceptance matrix/formats enclosed.** The Acceptance matrix/formats for commercial terms of the tender are to be downloaded from the e-tender portal and after due completion the same is to be uploaded along with the e-quotation by the bidder/Bidder(bidder). This is to facilitate the buyer to know at a glance the acceptance or deviation by the Bidder(bidder) regarding the commercial terms & conditions of the e-tender. The following is to be complied: -

- i. The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear non-compliance/non-acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
- ii. No conditional offer and hard copy of offer will be accepted.
- iii. Tender must contain offers/response for all line items as sought.

(b) Part-II (Price Bid): Prices for each of the listed items have to be uploaded strictly in the prescribed format provided in the E-PROCUREMENT portal. Bids received other than this given format will be rejected.

3. **Bid Modification:** Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

4. **Revised Bid:** During technical and/or commercial negotiation, in case the participating Bidder(bidder) indicate the need of submission of revised price bid but the same is not acceptable by the competent authority in due course, GRSE/GSL reserves the right to consider such bid to be disqualified on the ground under intimation to the relevant Bidder(bidder) before price bid opening.

5. **Miscellaneous Instruction to bidder:**

- (i) Tender document to be downloaded from GRSE E-procurement site - <http://eprocuregrse.co.in> or www.grse.nic.in. Offer in filled e-format is to be uploaded using Digital Signature Certificate (DSC Class-III). Tender opening can be witnessed in team viewer in web-portal.
- (ii) If there are any clarifications, this may be obtained online through the tender site, or through the E-Procurement cell. Contact details are given supplierow:
E mail: mtl.eproc@grse.co.in Ph No. 033-24893902
- (iii) Bidder should take into account the corrigendum published before submitting the bid online.
- (iv) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (v) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.
- (vi) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids.
- (vii) Bidder is requested to resolve all the tender related queries during pre-bid meeting or prior to tender closing date. GRSE reserves the right to accept, clarify or reject the quarries raised by the bidder.

6. GRSE/GSL purchase preference policy enclosed. Bidder(bidder) has to provide declaration in their letter head as per enclosed format complying to purchase preference policy regarding the local content in their quote and submit the same along with techno-commercial bid. Rep. GRSE/GSL /of Govt. Of India reserve the right to verify the same at time and take suitable action as deemed fit for them.

7. Policy for MSME is applicable for this tender. All updates in polices for MSME till price bid opening will prevail. To avail the MSME Purchase preference, Bidder(bidder) has to submit the valid MSE certificate

along with techno-commercial bid. The MSE certificate will be considered valid for the preference to MSE bidder in this tender only if the same issued before tender closing due date and validity should be at least tender closing due date plus six months. It is sole responsibility of the bidder to update them on policies issued by MSME ministry. Policies for MSME will prevail upon Purchase Preference Policy for Make in India. Wherever L- 1 determination will be on totality basis, MSE bidder will be provided Purchase Preference of 100% quantity, if the MSE bidder falling under Purchase Preference as per MSME policy. The MSE shall submit letter of undertaking as per format attached at **Annexure XIII** that Bidder(bidder) declared that he is the manufacturer or service provider and not a trader.

8. **PRICING:**

- (i) Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services as under:

Items/services	GSL Order (for 7 Ship sets)	GRSE Order (for 4 Ship sets)
Main Equipment and Accessories	GSL, GOA Store	GRSE, Kolkata Store
OBS	GSL, GOA Store	GRSE, Kolkata Store
B&D Spares	Material Organization, Visakhapatnam	Material Organization, Visakhapatnam

- (ii) The prices quoted shall remain Bidder(bidder) and fixed during the currency of the order / contract unless agreed otherwise by GRSE/GSL. Packing, Forwarding and Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.
- (iii) Packing details such as size, weight etc. of the equipment/items to be mentioned.
Note: In case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to GRSE/GSL.

9. **TAXES & DUTIES:**

(a)Quote shall necessarily contain the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads. **This are shipbuilding items and services, hence applicable and payable GST rate is @ 5%.**

(b)Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to GRSE& GSL.

(c) Wherever all-inclusive prices are quoted by the tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

(d)TDS shall be carried out as per the existing Laws and Acts.

(e)**Goods and Services Tax (GST):**

i. The prevailing rate of GST is to be indicated in your blank rate sheet in part-I and in Price bid (Part-ii. For GSL's GST number, please visit GSL our website. GSL's Provisional GST Number is 27AAACM8029J1ZA.

iii. For GRSE Provisional GST number is 19AAACG9371K1Z4

iv. Bidders shall mention their GST / TIN number in their offer positively.

v. Bidders shall mention the HSN (Harmonised System of Nomenclature) Number & SAC (Service Accounting Number) for the quoted items/services in their offer, invoices and tax documents.

vi. Suppliers shall follow all the provisions/requirements/timelines promulgated by the Government of India from time to time with reference to GST compliance.

vii. Indian Bidders who does not have GST/TIN number, shall not be eligible to quote for tenders /execute the orders.

viii. Where "applicable GST" has been quoted as extra, Bidder(bidder) has to give declaration that the benefit of Bidder(bidder)'s ITC has been factored in the prices quoted. Such declaration be given in technical bid.

ix. The invoices must mention HSN/SAC numbers as given by Bidder(bidder)s at the time of quote and reflected in the order. These numbers must be in accordance with GST Act 2017 and responsibility of specifying correct HSN no. / SAC no. in quote is that of Bidder(bidder). GRSE/GSL shall not be responsible for any error in HSN/SAC no specified by Bidder(bidder) however if any penalty is levied on GRSE/GSL or any loss of ITC to GRSE/GSL occurs or any delay in availing ITC by GRSE/GSL occurs due to such error Bidder(bidder) shall reimburse/ make good such loss within 15 days after intimation by GRSE/GSL.

x. Any delay in availing of ITC by GRSE/GSL beyond the time permitted by GST Act 2017 due to non-compliance by Bidder(bidder) shall be compensated by Bidder(bidder) by way of interest for such period at the rate promulgated by GSL/GRSE every quarter within 15 days after intimation by GRSE/GSL.

xi. Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

(f) Custom Duty: Not reimbursable and not payable. Bidder quote should be including the Custom duty.

(g) End Use Certificate if applicable. Format to be provided by Bidder(bidder) immediately after placement of order.

10. **MODE OF DISPATCH:** Road/Rail/Air/Sea.

11. **BID REJECTION CRITERIA:**

(a) **Bids will be categorically rejected under following criteria:**

- (i) Bid received other than e-portal.
- (ii) Submission of more than one offer by a same Bidder(bidder).
- (iii) Bidder is not complying with SOTR requirement.
- (iv) Bid submitted by Indian Bidder(bidder) other than INR. Bid submitted by the Bidder(bidder) other than Indian Bidder(bidder).
- (v) IPs not submitted wherever applicable .
- (vi) Not quoting on FOR GRSE and FOR GSL for respective ships.

(b) **Bids are Liable for Rejection under following criteria:**

- (i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in one week depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 2 weeks.
- (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- (iii) Bidder not complying with the Part I requirement (Pre-Qualification criteria) stipulated in Tender/SOTR.
- (iv) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
- (v) Bid with technical requirements and or terms not acceptable to Buyers/Customers/External agency nominated as applicable.
- (vi) Unreasonably longer delivery period quoted by the bidder.
- (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (viii) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU (Subject to acceptance of GRSE/GSL) or variation in quantum of Security Deposit as mentioned in the tender.
- (ix) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
- (x) Bidder not agreeing for Warranty period as specified in the tender.
- (xi) Bidder not accepted the payment terms as per tender.
- (xii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
- (xiii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must conBidder(bidder) their present status in that respect with adequate supporting documents. Non submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.

- (xiv) Quote received with Price Variation Clause.
- (xv) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- (xvi) Delivery by High seas sales / Sales in transit.
- (xvii) Bidder does not quote for all line items where it is mandatory to quote as such.
- (xviii) Bidder not complying the GRSE's indigenization policy.
- (xix) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.
- (xx) Any deviation is sought which are not acceptable to GRSE
- (xxi) Bidder has submitted more than one offer.
- (xxii) Bidder has submitted offer other than their offer.
- (xxiii) Bidder nor responding to GRSE quarries, not attending TNC/CNC/PNC meeting within the stipulated date.
- (xxiv) Bidder requested for modification of bid post tender closing and the same is not acceptable to GRSE/GSL.
- (xxv) If the Bidder(bidder) is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE). If the Bidder(bidder) is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender. Bid submitted by Indian Bidder(bidder) other than INR.
- (xxvi) Indicating price in any document other than price bid.

12. Instruction for New / Unregistered Bidder(bidder)s:-

New / Unregistered Bidder(bidder)s to positively submit the following qualification criteria in Part –I bid, failing which their offer will not be consider further for tender evaluation.

- (a) Submission of the constitution and status of the Bidder(bidder).
- (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
- (c) Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).
- (d) Submission of GST registration certificate, PAN /TIN together with copies of trade license.
- (e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.
- (f) Name, address, telephone & Fax No. of the bankers and the contact person of the Bidder(bidder).
- (g) Hierarchy of the Bidder(bidder) (at least 3 person name to be mentioned in Commercial bid).
- (h) Scanned copies of the above documents are to be attached along with the techno-commercial bid. The original are to reach to the tendering authority / undersigned within the due date and time and failing which offer is liable to be rejected.

13. Instruction for All Bidder(bidder)s:

- (a) Your offer should be submitted within the scheduled date and time as mentioned in this tender.
- (b) Techno-Commercial Bid will be opened on the scheduled date and time through e portal.
- (c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those Bidder(bidder)s will only be opened, whose offer will be found suitable after technical & commercial evaluation.
- (d) As a general rule price negotiation with L1 Bidder(bidder)(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- (e) To avoid any complication regarding late receipt or non-receipt of offer, it is to be clearly noted that responsibility is lying with the tendered to ensure that the offer is submitted within the due date and time.
- (f) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.
- (g) Supplier to submit the tender fees and EMD prior to tender closing due date (if not exempted).
- (h) For GRSE:- Suppliers/Bidder(bidder)s to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelop:
 - i. Purchase Order No.
 - ii. Bidder(bidder) Code (As per PO)

iii. Bill No/ Invoice No.

iv. Name of the person/ employee to whom bill is addressed for processing

v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

14. Purchase Preference for Make in India/Indigenisation. GRSE's Indigenisation policy is enclosed for information and necessary action.

15. Recording of Deviations/Conditions:

GRSE will consider the response to NIT Terms only. If any deviation/ additional points given by the bidder or deviation of any terms and conditions, information or clarification is furnished by the bidder has to be discussed and recorded as per mutually agreed terms in relevant PNC/CNC/TNC MoM for GRSE& GSL to consider the same at a later stage.

Contact details:

For Technical queries :-Bidders may contact for Technical clarifications, if any, with Mrs. Debjani Sen, DGM (D)(L&W) (email id: Sen.Debjani@grse.co.in), Mr. B Panda , SM .Mgr (D) (L&W) (email: Panda.Biswanath@grse.co.in) For commercial queries :- Bidders may contact for Commercial clarifications, if any, with Mr. B. Kumar,Mgr (NCM)(L&W and NGOPV) and B.Ghosal , Sr. MGR (NCM)(L&W)/ Mr T K Ray Sr. MGR(NCM- NGOPV) (email id: kumare.bhupendra@grse.co.in , Ghosal.Budhaditya@grse.co/ ray.tapankumar@grse.co.in) For portal related issue :- Ph. No. 033 2489 3902

ANNEX II
TENDER TERMS & CONDITION (MANDATORY)

1. **INFORMATION AND INSTRUCTION:** Bidder to ensure that that they have read and understood the instructions indicated under **section I**.

2. **INTEGRITY PACT (IP):**

Integrity Pact: The Integrity pact essentially envisages the agreement between prospective Bidder(bidder)s / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those Bidder(bidder)s/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and no submission of IP by the Bidder(bidder)s/bidders shall be categorically rejected and no further communication in this regard will be entertained by GRSE/GSL. The format of integrity Pact of both the Buyer (GRSE &GSL) are enclosed with tender documents. 02 separate 'Integrity pact' for each Buyer dully filled as per enclosed formats to be submitted along with the offer.

INDEPENDENT EXTERNAL MONITORS (IEM): Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

FOR GRSE:-

Shri Bam Bahadur Singh, Height-7; Flat No.1802, Uniworld City, New Town, Rajarhat, Kolkata-700160 bbsinghbeml@gmail.com

Shri Pidatala Sridhar, IRS (Retd.) Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468 Street Number-6, Himayatnagar, Hyderabad-500029 sridharpidatala@gmail.com

FOR GSL :-

Smt. Anita Pattanayak, IA&AS (Retd.), No. 1523, Pocket B&C, Sector A, Vasant Kunj, Abdul Gaffar Khan Marg, New Delhi – 4110 057 email: pattanayakA@cag.gov.in

Shri Paul Antony, IAS (Retd.) No. 70, GCDA Road, Periyar Gardens, Thottakattukara, ALUVA-683 108, email: paulantony@gmail.com

3. **LOADING FOR DEVIATIONS IN TENDER TERMS AND CONDITIONS. :-**

As a matter of policy deviation to tender's Terms & Conditions shall not be allowed and GRSE reserve the right to disqualify the offer for the deviation. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.

The loading for deviations to tender terms shall be carried out as per following guidelines:

- a) Payment Terms: It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% in case of Foreign bidders.
- b) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.
- c) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per

week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

- d) Deviation in respect of the period of warranty/guarantee (if applicable) shall be loaded to the quoted price @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents, if bidder does not quote for warranty period extension charge then @0.25% per month for period of warranty in deviation.
- e) The above loading is only for bid ranking (L-1 determination).

4. **BIDS EVALUATION METHODOLOGY & CRITERION:**

L1 bidder shall be determined based on **FOR GRSE & GSL BASIS**, on Total Equipment price for 11 ships along with documentation, OBS, Tools, Services Engineer, Warrantee extension Charges (if any) & other components like loading for deviation in commercial terms as described.

Taxes, duties, levies and B&D Spares shall be excluded for ranking the bids.

- (i) Situation may arise that GRSE &GSL required to share the % of order as per MSME policy, in that case Since the items are non-divisible, GRSE reserve the right to place the full value of the order on the MSME Bidder(bidder) meeting the requirement of match prices as per MSME policy. **It is mandatory that MSE Bidder(bidder) to indicated the social position /category of ownership of the company.**

A) Prices to be indicated in BOQ for the following:

Sr. No	Description	Reference
1.	Main Equipment including Drawings & Documents	E- PROCUREMENT Portal
2.	Service Engineer Charges	
3.	On Board Spares	
4.	Tools	
5.	Commissioning Spares	
6.	B&D spares	
9.	Additional Guarantee / Warrantee charges	
10.	Preponement of Delivery	
11.	Postponement of Delivery	

NOTE:

- i) Prices indicated above except B&D Spares will be considered for arriving at L1 price.
- ii) The price shall be inclusive of all rights, if any, of patents, registered designs or trademarks and the Sub-contractor / Supplier / Bidder(bidder) shall indemnify the Purchaser against all claims in respect of the same.
- iii) The purchaser reserves the right to assess the reasonableness of the price and ask the Bidder(bidder) / supplier / sub-contractor for detail break up of their cost.

Format for detail item break up of Main Equipment, OBS, Tools, Commissioning Spares, B&D Spares is enclosed. Bidder must submit their un price offer in the given format.

ANNEX-III

COMMERCIAL TENDER TERMS & CONDITIONS

1. DESCRIPTION & SCOPE OF SUPPLY and WORK:

A. MAIN EQUIPMENT/ITEM/SYSTEM Manufacture and Supply of INS SA for Project NGOPV PROJECT Ships (7 Shipsets of GSL and 4 Shipsets for GRSE as per SOTR No GT40110001M). The prices shall remain fixed and Bidder(bidder) till the contractual delivery and are on FOR GSL, Goa or GRSE Kolkata basis, whichever applicable, inclusive of Packing, Forwarding, Freight, Insurance charges for delivery up to GSL, Goa for 7 ship sets or delivery up to GRSE Kolkata for 4 ship sets.

B. ON BOARD SPARES (OBS):

- i) Recommended OBS as per SOTR list for along with quantity for each ship sets to be proposed by the bidder in Part-I bid. The list of OBS shall be in ILMS (Integrated Logistics Management System) format, (INCAT databank compatible format) in soft copies shall be submitted/uploaded along with the part-I bid. This list should be in excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid.
- ii) For ranking the bids, cost for OBS as finalized in TNC will be considered.
- iii) OBS will be ordered by the respective Buyers along with the main equipment.
- iv) The OBS shall be well packed in specific size of SPTA box and stores on-board the ship without any defect or deficiencies. The Box containing OBS should have clear identification mark and a list of items shall be appended inside and outside of the box.

C. BASE & DEPOT (B&D) SPARES:

- (i) B&D spares for 5 years exploitation period are to be estimated and same is to be supplied prior to the planned delivery date of the First of Class ship built by the respective Shipbuilders as per the terms of PO.
- (ii) Separate B&D spares lists along with Comprehensive Part list (CPL)/Part Identification List (PIL) (one for 7 ships of GSL and other for 4 ships GRSE) are to be recommended by the bidder in Part-I bid. These lists should be in excel format with itemized cost breakup in percentage of the total quoted price of B&D per set. It is mandatory for bidder to quote for B&D spares. Please note that the B&D spare prices are not to be indicated in part –I bid.
- (iii) Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.
- (iv) The list of B&D spares shall be in ILMS format (INCAT databank compatible format). Please note that prices are not to be mentioned in Part-I bid.
- (v) After ranging & scaling by Navy, order for finalized/approved B&D spares would be placed separately by GSL and GRSE on behalf of Indian Navy.
- (vi) The B&D spares ordered by GSL and GRSE shall be delivered to Material Organization, Naval Store(CWH), Visakhapatnam.

D. TECHNICAL ASSISTANCE (SERVICES OF ENGINEERS):

- (i) Technical assistance is to be provided as per the scope mentioned in SOTR.
- (ii) Price for Services of Engineers (dedicated independent team for each ship) to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per SOTR
- (iii) Please note that it is the sole responsibility of the Bidder(bidder) to complete the trials till HATs/SATs within quoted prices of services of Engineers.
- (v) While deputing Service Engineers for attending on board activity against GSL's/GRSE's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable GSL/GRSE to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.

E. TRAINING: Training package is to be provided as stipulated in SOTR. The cost towards training is to be quoted against the line item on lump-sum basis. In case separate line item was not indicated in the Price of same will be included with the service engineer charges.

2. **PRE-QUALIFICATION CRITERIA:**

(a) Technical/ Work experience Criteria:

- (i) Bidder to submit their experience details including work completion certificates and relevant Purchase Orders for having provided similar type of equipment/systems to any warships.
- (ii) Bidder(bidder) shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of equipment supplied by them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

3. **VALIDITY PERIOD OF OFFER:**

- (a) Main Equipment, OBS, Tolls , document & Services as indicated in the tender : Bid / Offer shall have the validity period of 180 days from the tender opening date.
- (b) Validity Period of B&D Spares: Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.

4. **TERM OF PRICES:** Price is to be Bidder(bidder) and fixed till execution of the order. No price escalation will be allowed at any stage during contract period. Bidder(bidder) to ensure that they have quoted for all line items as per tender. Quoted price to be in INR only.

5. **DELIVERY PERIOD/COMPLETION SCHEDULE:**

- (a) Precise delivery period is indicated in tender enquiry and any deviations to the same are not acceptable .Bidder(bidder) required to provide their acceptance to the delivery dates/ delivery schedule as per tender. Binding data/ documents & QAP as per SOTR.
- (b) **Part Delivery:** GSL & GRSE will prefer to have the entire Equipment / Item within the stipulated delivery period and will discourage the part delivery & part payment thereof.
- (c) **Advancement of Delivery:** To meet the project timelines, GSL/GRSE may require advancing the delivery of goods against contractual delivery dates and in that case a prior notice will be given to the supplier. (Supplier shall indicate the minimum prior notice period that is required for advancement of delivery) The envisage period for advancement of delivery may be from Three months to 01 year depending on ship's construction phase. Therefore, in such cases, the supplier has to give price discount towards reduction in delivery timelines. The supplier has to quote reduction in prices in percentage of total basic price of Main equipment, OBS and Documentation on per annum basis as per price bid format. The prorata rate will be considered for actual period of advancement.
- (d) **Postponement of Delivery:** In case GRSE/GSL desires to postpone the delivery period over and above the contractual delivery date, delivery postponement charges in percentage on per annum basis of total basic price of Main equipment, OBS and Documentation for a period of 01 year are to be indicated in the Part-II, Price Bid. However, no delivery postponement charges will be applicable for first six months from contractual delivery for each yard. Please note that delivery postponement charges will also be applicable for delivery extension of individual line item, if needed, and it will be applicable on price of that line item. The pro-rata rate will be considered for actual period of postponement.
- (e) In case a bidder does not quote Delivery Postponement charges in their Part-II Price Bid, the said charges will be considered as 0% while ranking of the bid. In such case bidder has to extend delivery if required at no extra cost up to 1 year beyond contractual agreed period.
- (f) Delivery Schedule: -

- (i) Main Item, OBS, Tools & Documents:

Yard No	At GSL	Yard No.	At GRSE
NGOPV-1	Oct 25	3037	Within Mar 2025
NGOPV-2	Apr 26	3038	Within Mar 2025
NGOPV-3	Oct 26	3039	Within Mar 2025
NGOPV-4	Apr 27	3040	Within Mar 2025
NGOPV-5	Oct 27		
NGOPV-6	Apr 28		
NGOPV-7	Oct 28		

- (ii) Services and training to be provided as and when required by the shipyards

Note : Batteries to be delivered prior to STW and within 02 months from intimation by the Buyer(GRSE/GSL)

(g) Binding Drg. and QAP for approval: Binding Drg. as per SOTR to be submitted to GRSE & GSL within 04 to 06 weeks from placement of P.O for approval. QAP/ATP to be submitted as per SOTR.

6. SECURITY DEPOSIT BANK GUARANTEE (SDBG):

- (a) Single SD (Per P.O separate SD) for 5% of total order value excluding taxes, duties for Supply component to be submitted in Buyer's format to respective shipyard .
- (b) SD for 5% of the Supply component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of P.O payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance of materials. Hence, SD should be kept valid till such time.
- (c) SDBG shall be submitted in Buyer's Format.
- (d) SD can be remitted directly to respective Buyer's Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- (e) Security Deposit can also be in the form of Bank Guarantee in favor of respective Buyer and shall be submitted within 25 days from the date of transmission of this order.
- (f) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (g) In case of failure to submit the Security Deposit within 25 days of transmission of the order, Buyer reserves the right to cancel the order invoking the risk purchase clause.
- (h) In case delivery / completion of services and training are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery and completion services & training on instruction from respective Buyer
- (i) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the same shall be applicable for delayed period of extension of validity.
- (j) SD will be returned without interest on completion of delivery & acceptance of items and completion of services & training for the respective orders and on written request from the supplier.
- (k) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by Buyer.
- (l) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.
- (m) GRSE's Bank Details:

BANK NAME : STATE BANK OF INDIA
BRANCH NAME : COMMERCIAL BRANCH
ADDRESS : 24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE : CASH CREDIT ACCOUNT
ACCOUNT NO : 10945133828
MICR CODE : 700002120
IFSC CODE : SBIN0007502

GSL's Bank Details:

BANK NAME : STATE BANK OF INDIA
BRANCH NAME : COMMERCIAL BRANCH, VASCO-DA-GAMA
ADDRESS : VIDHYA DHIRAJ BHAVAN, F L GOMES ROAD, VASCO-DA-GAMA, GOA - 403802
BRANCH CODE : 4116
ACCOUNT TYPE : CASH CREDIT ACCOUNT
ACCOUNT NO : 41680541085
MICR CODE : 403002047
IFSC CODE : SBIN0004116

7. PERFORMANCE BANK GUARANTEE (PBG):

- (a) Separate PBGs for 'material value for 10% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10% to respective Buyer.
- (b) PBG to be submitted to respective Buyer in respective Buyer's format.
- (c) PBGs shall be kept valid till completion of respective warranty period plus Three month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
- (d) GRSE/GSL shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE/GSL.
- (e) The Performance Bank Guarantee in favour of GRSE/GSL shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.

8. INSPECTION: It shall be as per SOTR as under :-

8.1 Pre-despatch inspection

- (a) COTS items: MTC/GC and COC
- (b) For Green Channel items within the validity of Green Channel certification status : Bidder(bidder)'s Self Certification .
- (c) For other items :- Concern field unit of DQA(N)

8.2 Receipt Inspection: Buyer with Warship Overseeing Team (WOT) shall carry out necessary inspection of the items on receipt in the Buyer on the basis of appropriate Buyer Inspection system requirements & the Inspection documents submitted by suppliers. Any objection raised by Buyer inspection team against quality of material or workmanship shall be satisfactorily corrected by the supplier at his expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

Note: SUPPLIER will depute its rep. for JRI. Boxes will be opened in front of SUPPLIER rep. only. Any damages /loss during transit shall be made good by SUPPLIER at free of cost. If SUPPLIER does not respond to JRI within 07 working days of a call letter /receipt of items at stores, then Buyer & WOT shall open the boxes and carry out inspection. The report of Buyer & WOT then shall be final & binding on SUPPLIER. ICGRN to be issued by Buyer on completion of JRI.

8.3 Rejection of the material: Any portion of the equipment found defective/rejected, the supplier shall collect the same at his cost from the Buyer, all incidental charges being born by supplier, (inclusive of custom duty, if payable), within 30 days from the date of intimation to the supplier of such rejection. The Buyer reserves the rights to dispose off the rejected item at the end of a total period of 90 days in any manner, to the best advantage to the Buyer & recover storage charges & any consequential damages, from sale proceeds of such disposal.

Note : The decision of the Inspecting Authority or their representatives, 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 Bidder/ Supplier / Contractor.

- (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (c) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
- (d) Wherever Inspection Agency indicated as TPIA, Pre-Dispatch Inspection will be done Third Party as per QAP approved by GRSE (QA), TPI inspection charges will be borne by Buyer directly to TPI agency (presently TPIA is M/s.RINA). Any other test charges to be borne by supplier.
- (e)) Wherever Inspection Agency Indicated as Class Authority, Class Authority (IRS) charges for In-process inspection including Drawing and QAP approval will be borne by Bidder(bidder) and quoted price should be inclusive of same.

9. EXCHANGE RATE VARIATION (ERV). Not reimbursable and not payable .

10. PAYMENT TERMS: No payment of advance.

(a) **Main Equipment Package, OBS & Documentation**

90% of order value will be paid through ECS/NEFT within 30 days against ink signed/ e- invoice's supported by gate stamped/receipted invoice/challan/LR and acceptance of material with clear receipt inspection certificate (ICGRN) . For GSL payment will be made on submission of following documents and QA Inspection report of GSL:-

i	Signed Commercial Invoice.	1 Original +4 Copies
ii	Delivery Challan / Packing list	1 Original +4 Copies
iii	E-way bill	1 Original +4 Copies
iv	Consignment Note / LR copy	1 Original +4 Copies

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 10% as per GRSE/GSL format, which shall remain valid till expiry of the guarantee period plus 3 months claim period or balance 10% will be made after guaranty period.

Or 100% Payment shall be made against submission of PBG of 10% order value during the warranty period through ECS/NEFT within 30 days against ink signed/ e- invoice's supported by gate stamped/receipted invoice/challan/LR and acceptance of material i.e ICGRN or documents indicated above for GSL.

(b) **Services:** 100% payment will be made on submission of work done certificate duly signed by the Yard/PL/PMT / PCM of the ship.

(c) **Training:** 100% payment for training will be made within 25 to 30 days. The payment will be released against certification by the designated acceptance authority after satisfactory completion of the training activity and submission of the invoice with relevant documents.

11. PAYMENT MODE: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).

A. Suppliers/Bidder(bidder)s to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelope:

- i. Purchase Order No.
- ii. Bidder(bidder) Code (As per PO)
- iii. Bill No/ Invoice No.
- iv. Name of the person/ employee to whom bill is addressed for processing
- v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

B. FOR GSL:-All bills/invoices are to be addressed to HOD (Commercial), Goa Buyer Ltd. Vasco-da-Gama, Goa.

12. WARRANTY/GUARANTEE:

(a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for 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 receipt and acceptance at Buyer , whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warrantee period any equipment or component thereof supplied by the Bidder(bidder)/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 Bidder(bidder)/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/GSL. Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and/or as desired by the Purchaser / Owner, at no extra cost.

- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, GRSE/GSL may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to GRSE's/GSE rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to GRSE/GSL.
- (e) Beyond the warranty/ guarantee indicated above, Bidder to quote warranty / guarantee extension charges in percentage on per annum basis for maximum 02 years of total basic price of Main equipment , OBS, IM ,Cables , SMT etc for a period. If GRSE/GSL desires to extend the warranty / guarantee period after placement of order, the charges for warrantee / guarantee period extension quoted by the bidder shall be considered on pro-rata basis for the actual extension period. Irrespective of acceptance of the GRSE's/GSL's warranty / guarantee clause by the bidders, the quoted warranty / guarantee extension charges applicable for a period of two years will be loaded on simple basis for deciding the lowest bidder.
- (f) In case a bidder does not quote warranty/ guarantee extension charges in their Part-II Price Bid, the said charges will be considered as 0% while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 1 years beyond contractual agreed period.

13. **LIQUIDATED DAMAGES (LD):**

- (a) In cases of delay, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered/unfinished portion of the order/contract if the quantity is separable.
- (b) LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings & QAP to the concern authority for approval.
- (C) The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.

14. **OPTION CLAUSE:** GRSE& GSL retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.

15. **CANCELLATION OF ORDER:**

The Purchaser reserves the right to cancel an order forthwith, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. Cancellation of P.Os will be done after forwarding of written notice of 10 days .In such an event the Supplier 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 Supplier at his cost.

In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.

In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period or unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel the order and procure the order items / services from any available source at GRSE's option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.

16. **Risk Purchase:** For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.
17. **Non- Disclosure Agreement of the contract Document:**
Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party.
18. **Additional Information:**
GRSE shall not be bound by any conditions or provisions in the Bidder(bidder)s bid form or acknowledgment of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.
19. **INDIGENIZATION:** OEM/Suppliers while participating in bid shall clearly indicate the indigenous content and Foreign Content in % terms in their letter head along with techno-commercial bid. Bidder(bidder) also required to indicate Foreign Currency considered, base rate and Base date. In this regard, also declaration to be submitted in the enclosed format **Annexure XII**. The bidders (Indian) in their technical offer shall also submit road map towards reduction of FE content / increase of INR content in the system/equipment offered. This proposed indigenization plan shall be formulated by bidders in such a manner that there is a progressive increase towards indigenization as well as items indigenized across the items.
20. **PROGRESS REPORT** Supplier will submit progress report/ bar chart initially within 1 months from the date of receipt of order and thereafter on monthly basis as per format **Annexure XIV**.
21. **PACKING & FORWARDING** : The items should be suitably packed for safe transportation and handling and storage for 12 months giving full protection required under normal transport conditions to prevent from damages and deterioration till it reaches respective Buyer. Adequate protection should be provided against rain and other transit risks. The charges for Packing & forwarding are to be included in the prices.

CASE MARKING: Name of the Buyer with details address
CASE NO.
ORDER NO.
NET WEIGHT
GROSS WEIGHT.....
OUTSIDE DIMENSIONS.....
MADE IN

- i) Each packing in addition to aligning position {□} shall be provided with identification tallies.
- ii) Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied.
- iii) In case of pipes/conduits/cables, size wise bundles should be made for easy handling and identification for proper storage. Pipes have to be supplied with end protective caps (plastic cables) to avoid ingress of any foreign particles and rusting.
- iv) Each case would have proper instruction, written at the appropriate place to handle the case safely. In addition to indicating the aligning position, each item would be provided with identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.

v) The packing material shall be environmental friendly/ biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly/ biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action. Bidder/ Bidder(bidder) should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GSL premises, the supplier/Bidder(bidder) should replace the RHBs and should bear the cost incurred for disposal of the RHBs.

vi) Please note following for preparation of e-way bill / Invoices:

- a) The e-way bill would be addressed to Officer-in-Charge of Stores of the respective Buyer.
- b) In case of part consignment, every delivery / part delivery would be serialized – PART DELIVERY– 1, PART DELIVERY- 2 and this serial no. would be indicated in the e-way bill / packing list for ease of correlation.
- c) The description and POS No of item in the challan would exactly be as per that in the Purchase Order.
- d) Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.
- e) If items are supplied as free replacement/ free of charge, it would be mentioned in the e-way bill as “free supply items” and the relevant PO No. and Yard No. against which the free supply is made should be indicated.
- f) The supplier is required to furnish details of E-way bill generated for taxable value exceeding Rs.50,000/- or as specified by GST Act/Rule /Authority from time to time, to Buyer along with Invoice/Delivery Challan issued for supply of goods. E- Way bill generated from the Supplier’s GSTIN as per the Purchase Order/ Contract issued by Buyer will be accepted for in-warding the goods at Buyer.
- g) In case of supply of goods is made under arrangement of “Bill to Ship to model” directly from a location of Sub Supplier, E-way bill need to be generated from the Supplier’s GSTIN as per the Purchase Order/ Contract issued by Buyer with details of Invoice/ Delivery Challan issued by supplier to Buyer for appropriate identification of goods.

vii) The Supplier on receipt of Purchase Order shall list out and Bidder(bidder) all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items and forward to GSL three months prior to contractual delivery date (6 weeks if delivery schedule is less than 8 months). Each item shall have the supplier’s part no. and break up price. The same is required essentially for incorporating Buyer material code nos. into the Purchase Orders and computer systems. Buyer shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with Buyer Code numbers , individual prices etc. in advance of contractual delivery. While dispatching the Supplier shall identify each item with Buyer code no. and the supplier’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 GSL code no. and supplier’s part no. In case of any deviation, Buyer shall not be in any way responsible for delay in issue of receipt inspection report and payment.

viii) All OBS are to be packed in separate box , not mixed with any other items with clear identification marks on box.

Note :-

Materials to be delivered along with following documents :-

- (a) Ink signed invoice indicating Buyer’s P.O. No. , item Sl. Buyer material code , Item details etc. – 04 sets
- (b) Delivery challan and Packing list indicating Buyer P.O. No. , item Sl., Item details , Buyer materials material code , qty etc.
- (c) MTC/COC / I-Note , warranty Certificates as applicable.
- (d) Preservation certificate and storage instructing

Box wise Packing list indicating detail of the items with Buyer material code. Packing list to be furnished on the box also

22. ARBITRATION in case of GRSE:

- a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.c) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- f) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.
- g) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. 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.
- h) The language of the proceeding shall be in English.”

ARBITRATION: in case of GSL:

- a) In case of any dispute between the parties herein, the said dispute will be settled through mediation by the panel of Independent External Monitors (IEMs) by adopting such mediation rules as deemed fit by the parties. The mediation will be concluded in a time bound manner but not beyond 90 days from the date of reference of the dispute to the IEMs’.
- b) In the event dispute remains unresolved through mediation, the dispute shall be referred to arbitration without any further recourse to amicable settlement between the parties.
- c) In the event of any question, dispute or differences arising under the agreement resulting from this tender or in connection therewith (including a dispute relating to the validity or existence of this Agreement), the parties agree to settle the same amicably by mutual discussions within a period of 90 (Ninety) days of service of a written notice from either party to the other Parties, referring / raising the dispute, to resolve the dispute in good faith.
- d) If the Parties failed to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Buyer Limited (GSL) shall appoint a Sole arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind

whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

- e) Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator.
- f) The seat and venue of the arbitration proceedings shall be in Vasco-da-gama, Goa or such other place, as the arbitrator may decide.

Or

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/Port Trusts *inter se* and also between CPSEs and Government departments/ Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE) GM/FTS-1835 dated 22/05/2018.

23. REJECTION REPLACEMENT: Any equipment found defective/rejected, Supplier will collect the same from GRSE/GSL Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection. GRSE/GSL reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE/GSL & recover storage charges and any consequence damage from sale proceeds of such disposal.

24. INDIVIDUALITY OF CONTRACT: This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.

25. GOVERNING JURISDICTION:

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

b) **For GSL:** The PURCHASE ORDER / CONTRACT shall be governed under the Indian Laws and the Courts in Goa shall have the exclusive jurisdiction for enforcement of Award.

26. ORDER ACKNOWLEDGE-PROTALENT: The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by the Bidder(bidder).

27. BOOK EXAMINATION CLAUSE: In case it is found to the satisfaction of the BUYER that the Bidder(bidder) 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 penalty for use of undue influence, the Bidder(bidder), on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

28. Fall Clause

The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in

the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

29. Preservation and re-preservation: As per SOTR.

30. Product Support and Obsolesce management: As per SOTR

31. All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS -PE-INDG (August – 2006) and GSL STACs.



Annexure-IV(a) – FOR GRSE

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 reasn 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 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 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. Not withstanding 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 b released and discharged from all liabilities thereof.

ForBank Limited.

(seal)

Dated theday of200.....

Annexure-IV(a) – FOR GSL
BANK GUARANTEE FOR PERFORMANCE / SECURITY DEPOSIT

THIS DEED OF GUARANTEE is made on the _____ by _____ (hereinafter called the 'Bank' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Goa Shipyard Ltd., Vasco-da- Gama, Goa (hereinafter called the 'Purchaser' which term shall include its heirs, successors administrators and assigns) of the OTHER PART.

AND WHEREAS M/s. _____ (hereinafter called the 'Contractor' which term shall include its heirs, successors, administrators and assigns) have entered into a contract No. _____ Dtd _____ (hereinafter referred to as the said 'Contract' with the Purchaser for _____ on the terms and conditions provided in the said contract.

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for _____% of the of the contract price (whether inclusive or exclusive of GST as provided in the said contract), towards performance of the contract (excluding warranty obligations) as stipulated in the contract. This guarantee shall be valid till the completion of the contract (excluding warranty obligations) as per the said contract plus _____ months claim period i.e. till -----.

AND WHEREAS, the Bank has at the request of the contractor agreed to give this Guarantee.
NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above premises, we, the Bank, do hereby undertake to pay on demand in writing and without any demur the sum of Rs. _____ (Rupees _____) to the Purchaser provided that the contractor has committed a breach of any of the terms of the said contract.

2. We, the Bank, further agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms and conditions of the said contract and that the decision of the Purchaser shall be final and binding on the Bank.

3. The Purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of such modifications to the Bank is hereby waived by the Bank.

4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force on the date of its issuance and shall remain in full force and effect till the contract (excluding warranty obligations) has been fulfilled or till the purchaser certifies in writing that the contract (excluding warranty obligations) has been truly and faithfully performed.

5. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, the Bank, further agree that the liability and obligations of the Bank arising under or by virtue of this guarantee shall not be discharged by any variation of this guarantee or of the terms and conditions of the said contract or by any grant of time given or any indulgence shown by the Purchaser to the Contractor.

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the Contractor.

8. NOTWITHSTANDING anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____).

9. This Guarantee shall be valid up to _____ (*insert delivery date mentioned in the said contract*) i.e. Validity Period, unless a suit or action to enforce a claim under the guarantee is filed against us within _____ months (*refer claim period*) from expiry of the Validity Period i.e. on or before _____ (*insert expiry date of claim period*) and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

10. The Courts situated in the state of Goa, India shall have exclusive jurisdiction to adjudicate claims or disputes arising under this Guarantee.

11. It is hereby declared that the undersigned has authority to issue this Bank Guarantee on behalf of the Bank.

IN WITNESS WHEREOF the _____ for and on behalf of the Bank has signed this deed on the day and year first above written.

Dated the _____ day _____ of _____ 20....

For

Annexure-V(a)-For GRSE
FORMAT NO. QS/03/0019

PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made thisday ofBETWEEN.....(hereinafter called " THE BANK ") which expression shall unless excluded by or repugnant to the context , be deemed to include its successors in office and assigns of the ONE Part and GARDEN REACH SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head OfficeAt 43/46 , Garden Reach Road , Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part WHEREAS Messershaving its registered office at(hereinafter called " THE BIDDER(BIDDER) ") have accepted an Order No.for supply offrom the Buyer to manufacture and deliver the same to Buyer in good condition .

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

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

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

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

Date :200

Signature of Bank's Authorised
Signatories with Code No., Name,
Designation and Bank Stamp

Note: In respect of Security Deposit Bank Guarantee and Performance Bank Guarantee for Goa Buyer Limited.

A (Para 1): Name of Organization will be Goa Buyer Ltd., Vasco-da- Gama, Goa

G25/AW/114615-20/1267- 68 dated 06.06.2023

BANK GUARANTEE FORMAT FOR WARRANTY OBLIGATIONS

THIS DEED OF GUARANTEE MADE is made on the _____ by (hereinafter called the 'Bank' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Goa Shipyard Ltd., Vasco-da- Gama, Goa (hereinafter called the 'Purchaser' which term shall include its heirs, successors administrators and assigns) of the OTHER PART.

AND WHEREAS M/s. _____ (hereinafter called the 'Contractor' which term shall include its heirs, successors, administrators and assigns) has entered into a contract No. _____ Dtd _____ (hereinafter referred to as the said 'Contract') with the Purchaser for the supply of _____ on the terms and conditions provided in the said contract.

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for _____% of the contract price (whether inclusive or exclusive of GST as provided in the said contract) towards performance of warranty obligations as stipulated in the said contract. This guarantee shall be valid till expiry of the warranty period plus three months claim period i.e. till -----.

AND WHEREAS, the Bank has at the request of the contractor agreed to give this Guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above premises, we, the Bank, do hereby undertake to pay on demand in writing and without any demur the sum of Rs. _____ (Rupees _____) to the Purchaser, provided that the contractor has committed a breach of any of the terms of the said contract during the warranty period.

2. We, the Bank, further agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms and conditions of the said contract and that the decision of the Purchaser shall be final and binding on the Bank.

3. The Purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of such modifications to the Bank is hereby waived by the Bank.

4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force upon its issuance and shall remain in full force and effect till the warranty obligations under the contract have been properly fulfilled or till the purchaser certifies in writing that warranty obligations under the said contract have been truly and faithfully performed.

5. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, the Bank, further agree that the liability and obligations of the Bank arising under or by virtue of this guarantee shall not be discharged by any variation of this guarantee or of the terms and conditions of the said contract or by any grant of time given or any indulgence shown by the Purchaser to the Contractor.

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the CONTRACTOR.

8. NOTWITHSTANDING anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees _____).

9. This Guarantee shall be valid up to _____ (*insert expiry date of warranty period*) unless a suit or action to enforce a claim under the guarantee is filed against us within three months from expiry of the warranty period _____ i.e., on or before _____ (*insert expiry date of three months claim period*) and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

10. The Courts situated in the state of Goa shall have exclusive jurisdiction to adjudicate claims or disputes arising under this Guarantee.

11. It is hereby declared that the undersigned has authority to issue this Bank Guarantee on behalf of the Bank in terms of -----(*insert details of authority letter/resolution etc*). *A certified copy of such authority letter/resolution to be enclosed herewith*).

IN WITNESS WHEREOF the _____ for and on behalf of the Bank has signed this deed on the day and year first above written.

Dated the _____ day _____ of _____ 20....

For

BRANCH MANAGER

Annexure-VI

**TO BE SUBMITTED IN BIDDER'S LETTER HEAD
FORMAT FOR UNDERTAKING/ DECLARATION, TO BE FURNISHED ON COMPANY LETTER HEAD
WITH REGARD BLACKLISTING/ BANNED/ISSUE OF TENDER HOLIDAY/ RISK PURCHASE NOTICE**

Ref: GRSE Tender No.
To
Garden Reach Shipbuilders & Engineers Ltd.
43/46 Garden Reach Road
Kolkata-700024

We hereby conBidder(bidder) and declare that we M/s., registered office at and factory athas not been blacklisted/ de-registered/ debarred/ under tender holiday by any Government Department/ PSU/DPSU for which we have undertaken the works/service during last 5 (five) years ending at Tender closing date. We are also hereby declare that we have not been issued with any Risk Purchase Notice by Garden Reach Shipbuilders & Engineers Ltd, for non-fulfillment of delivery commitment of similar item for any project during last 2 years ending on (Tender Closing date)

For:

Authorised Signatory.....
Stamp.....
Date.....
Place.....

Annexure-VII

Indigenization Policy

This policy is applicable for this tender.

1. **Public Procurement (Preference to Make in India ,GOI Notification No P-45021/2/2017-PP(BE-II Dated 04.06.2020) Policy:**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them. The details about the policy is described supplierow.

2. **Definitions** : For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works',

3. **Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. **Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

7. **Government E-marketplace:** In respect of procurement through the Government E- marketplace (E-portal) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without

purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

8. Verification of local content:

- a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

Note : In case of conflict, the policy of M/o MSME shall prevail over the PPP-MII, subject to conformity to GFR 2017 of Department of expenditure, GoI, amended from time to time.

Penalty in Case of Non Compliance of Indigenous Content applicable for GSL:

In case the percentage of indigenization to be achieved, as declared by the suppliers prior to placement of order, is not achieved at the time of supply, then 2.5% of the order value per 10% increase over and above the committed import content, or part thereof, shall be deducted as penalty while making final payment for non compliance towards indigenization.

10. Bank Guarantee:

The Bidder eligible for purchase preference in accordance with this policy will be required to submit Bank Guarantee, within three weeks from the date of placement of order for an amount equivalent to the purchase preference given to the bidder i.e. difference between the bidder's offer and L1 price of the Class II or Non local supplier or 1% of the order value (including GST), whichever is more, valid till execution of the order plus three months claim/encashing period. In case, the supplier is not able to meet the percentage of Indigenization promised as per the Contract/PO terms, the penalty as elaborated above shall be adjusted by the supplier in their Invoice suitably, or else, same shall be adjusted by encashing the bank Guarantee.

11. Assurance of Orders for Items Indigenized Successfully for Import Substitution.

The purchase order(s) will be placed on same Class I supplier, who has successfully executed (meeting all the specifications and project time lines) the original Import substitution order, for similar requirements if arising in GSL in next 5 yrs. The pricing will be suitably adjusted for annual inflation based on indices for labour, material and services as applicable at that point of time as per the mutual agreement.

12. **Reciprocity clause :**

“In case if it is observed that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., GSL reserves the right to restrict, exclude bidders from that country from eligibility for procurement of that item or other items without giving any reasons whatsoever at any stage of procurement.”

For the purpose reciprocity clause, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.”

ECS FORMAT FOR GRSE

BIDDER(BIDDER)'S NAME :

ADDRESS :

BIDDER(BIDDER)'S REGN. CODE NO. WITH GRSE :

DESIGNATED BANK ACCOUNT NAME :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :
SAVINGS CURRENT OTHERS *
* give details.

NAME OF BANK :

BANK BRANCH ADDRESS :

BANK CODE NO. :

MICR NO. (9 DIGITS) FOR PAYMENT :

DATE OF EFFECT :

**NOTE : (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PER
FORMAT APPENDED SUPPLIEROW**

(B) ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF.

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Authorised signatory of the Bidder(bidder)

Date :

Certified that the particulars furnished above are correct as per our records.

BANK'S STAMP : (.....)

**SIGNATURE OF THE AUTHORISED OFFICIAL
OF THE BANK**

Date :

**Action points for implementation of ECS payment
to suppliers of NCM Deptt.**

a) General:

- 1) In respect of advance payment, supplier is to submit to SLP Section, the requisite Bank Guarantee in Bank's sealed envelope as per existing procedure.
- 2) The payment through ECS is scheduled to be effected on every Tuesday and Friday.
- 3) Payment will be made approx. within 2/3 weeks on receipt of clear bills by Corporate Finance.
- 4) The suppliers' copy/ intimation slip issued by SLP Section in respect of each Payment Voucher is to be collected by the supplier from Dak Deptt. after 2/3 weeks of submission of bill during business hours.
- 5) The Supplier is to super scribe the Invoice with Bidder(bidder) Code and mode of payment ECS.

b) Balance payment/ Progressive payment:

- 1) The same procedure as mentioned above is to be followed for progressive payment for which necessary documents are to be forwarded by the supplier directly to SLP Section.
- 2) In cases where payment based on percentage of total value is to be made to the supplier on proof of delivery, the following documents are to be enclosed:
 - i) Invoice – 5 copies
 - ii) Test & Inspection Certificate of the designated Inspection Authority
- 4 copies
 - iii) Received copy of the Challan/ ICGRN as per stipulation of Purchase Order in line with existing procedure -- 2 copies.
- 3) In respect of payment of balance amount i.e. the final payment as per Purchase Order, the following documents are to be submitted by the supplier:
 - i) Invoice – 5 copies
 - ii) ICGRN copy indicating GRN No. which will be available from Stores.
 - iii) Other documents in original wherever necessary for additional claims as specified in the order viz. freight bill, third party inspection charges etc.

c) Payment against Purchase Order for 100%

This payment term should be avoided. In the event where such term is unavoidable the following documents are to be submitted by the supplier for making payment:

- i) Invoice – 5 copies
- ii) Received copy of Challan/ copy of ICGRN as per stipulation of Purchase Order.

- d) Acknowledgement of receipt of the bill will be collected by the supplier from Dak Dept. as per existing procedure.

Agreed as above.

Name of the supplier:

Signature :

Date:

Electronic Payment System

MANDATE FORM FOR GSL

1) Investor/customer's name:

Email Address of Bidder(bidder):

PAN Number of Bidder(bidder) :

2) Particulars of Bank account

A Name of the Bank :

B Name of the branch :

Address :

Telephone No. :

C Branch IFS Code No:

(11 Digit Code given by RBI)

D 9-Digit code number of the bank and branch

appearing on the MICR cheque issued by the bank:

E Type of the account (S.B., Current or Cash Credit)

with code (10/11/13)

F Ledger and Ledger folio number:

G Account number (as appearing on the cheque book)

(In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)

H Type of EPS: ECS / CORE BANKING / ANYWHERE BANKING

3 Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(.....)

Signature of the Bidder(bidder)

Date

Certified that the particulars furnished above are correct as per our records.

Bank's Stamp

Date:

(.....)

Signature of the authorized official of the Bank

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

Annexure-IX (a) for GRSE
TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 110

INTEGRITY PACT

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

..... hereinafter referred to as “ the Bidder / Contractor”

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

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

Section 1 - Commitments of the Principal

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

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the
execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit
which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular,
before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s)
confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender
process or the contract execution.
- c. The principal will exclude from the process all known prejudiced persons

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

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

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

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or Bidder(bidder), offer, promise
or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to
any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in
exchange any advantage of any kind whatsoever during the tender process or during the execution of the
contract.
- b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or
understanding, whether formal or informal. This applies in particular to prices, specifications, certifications,
subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to
introduce cartelization in the bidding process.
- c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the
Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others,
any information or document provided by the Principal as part of the business relationship, regarding plans,
technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the
Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish
the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian
Agents of Foreign Suppliers” shall be disclosed by the Bidder(s) /Contractor(s). Further as mentioned in the
Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of
the “Guidelines on Indian agent of foreign Supplier” is annexed and marked as annex.

Contd....2

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

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

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

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

Section 4 – Compensation for Damages.

- (1) If the *Principal* has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit /Bid Security.
- (2) If the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5, - Previous Transgression

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

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

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

Section 7 – Criminal charges against violating Bidder(s) Contractor(s) / Sub-contractor(s)

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

Section 8 – Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.
- (4) The Principal will *provide* to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or supplierieves to notice, a violation of this agreement, he will so inform the Manae-protalent of the Principal and request the Manae-protalent to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.
- (8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

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

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

Section 10 – Other provisions:

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

(For & On behalf of the Principal)
(Office Seal)

(For & On behalf of Bidder/Contractor)
(Office Seal)

Place.....

Date.....

Witness 1:
(Name & Address)

.....

.....

Witness 2:
(Name & Address)

.....

.....

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of _____, _____, between, on one hand, GOA SHIPYARD LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at Vaddem, Vasco-da-Gama, Goa - 403 802 represented by **Shri. M Subramanian**, Designation **Head of Department (Commercial)**, (hereinafter called the "BUYER"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s _____ represent by Shri. _____ Chief Executive Officer (hereinafter called the "BIDDER/ seller") which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure **Air Conditioning and Ventilation (ACV) System** for 08 FPVs Project, GSL Yard Nos. 1271-78 against GSL Tender ref. no. **G25/DDN/114902-909/1271-78/05 dated 21.01.2023** and the BIDDER/ Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Chief Vigilance Officer, GSL or appropriate Government office any attempted or completed breaches of

the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise IN PROCURING THE Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.
- 3.3 Foreign BIDDERS shall disclose the name and address of agents and representatives in India and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.
- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER shall not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

- 3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process. BIDDER shall disclose any transgressions with any other company that may impinge on the anti corruption principle.

- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. NIL (to be specified in RFP) as Earnest Money, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of 90 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article PERTAINING TO Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank Guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the BUYER and exclude from future business dealings.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact. The BIDDER undertakes that it shall not approach the Courts while representing the matters to IEMs and will await the decision of the IEMs in the matter.

7. Fall Clause

- 7.1 The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent Monitors

8.1 The BUYER has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

- (A) Smt Anita Pattanayak, IA&AS (Retd)
Address: No 1523, Pocket B&C
Sector A, Vasant Kunj AbdulGaffar
Khan Marg New Delhi- 110057
- (B) Shri Paul Antony, IAS(Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara,
ALUVA-683 108, email: paulantony@gmail.com

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to suppose, a violation of this Pact, he will so inform the Chairman & Managing Director (CMD) of the BUYER.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation/records of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. Monitor shall be provided by the BIDDER/BUYER, as and when warranted, access to all documents / records pertaining to the contract for which a complaint or issue is raised before the Monitor.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings

could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will examine all complaints received by them and submit a written recommendation/report to the CMD within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and courts jurisdiction is only at Goa.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this INTEGRITY Pact shall expire after six months from the date of the signing of the contract.

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

13. The parties hereby sign this Integrity Pact at GSL Goa on _____.

BUYER

BIDDER

CHIEF EXECUTIVE OFFICER/
AUTHORISED

GOA SHIPYARD LIMITED

REPRESENTATIVE/ATTORNEY HOLDER

Signature-----

Name-----

Title -----

Witness

Witness

1. _____

1. _____

2. _____

2. _____

GRSE STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF B&D SPARES.

1. **Terms Of Price:** F.O.R. - ~~Material Organisation~~/WED (Vizag). Materials will be delivered at Material Organisation / WED (Vizag) at your cost. The price is Bidder(bidder) and fixed till the execution of order. However, price is inclusive of packing and forwarding, insurance and Freight charges
2. While dispatching each item should be identified with GRSE code number and Bidder(bidder)s part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both GRSE code number and Bidder(bidder)s part number.
3. **Packing:** All spares have to be well packed and tagged to withstand damage/pilferage during transit. Order no. part no./GRSE code no. details of Spares, quantity, in ILMS & NSN format in triplicate to be provided by the Bidder(bidder). Spares are to be delivered on PIP packed.
4. **Consignee/Delivery Point:** All items along with supporting documents (Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list in ILMS/NSN format) to be delivered to the consignee, controller of ware housing, Material Superintendent, Material Organization.
5. **Inspection:**
Pre dispatch inspection: As per the SOTR/ same as original approving authority.
Receipt Inspection by Material Organization
6. **Warranty:** The equipment / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12/24 months from the date of delivery at MOV (VIZAG). During guarantee/warranty period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to GRSE.
7. **Liquidated Damage:** In case delay in delivery beyond contractual delivery date, GRSE reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 5 % of order value of the undelivered materials.
8. **Force Majeure:** As per existing order of ministry of Law.
9. **Custom duty:** same as for Main Equipment.
10. **FE Content:** to be indicated as per Main Equipment
11. **FE Rate Variation:** - not applicable.
12. **Arbitration:** Same is Original Item
13. **Individuality of Contract:** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that Bidder(bidder)s may have with GRSE.
14. **Validity of Offer:** The offer for B&D Spares has to be kept valid for 180 days from the date of submission of offer in ILMS format.
15. **GUARANTEE / WARRANTY.** The eqpt. / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of delivery at Naval Depot. During guarantee/warranty period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such

defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to GRSE.

16. **PAYMENT TERMS.**

(i) 90% of order value shall be paid on pro rata basis against delivery of spares to MO/ WED (Vizag) on production of following documents: (4 copy each along with one original copy i.e. ink signed)

(a) Receipted copy of Ink signed Invoice

(b) Copy of challan or LR/CN along with copy of challan/ Packing list.

(c) Packing list indicating details of spares descriptions in PO.

(d) Inspection certificate issued by appropriate Authority

(e) Guarantee certificate of materials

(f) Conformity Certificate.

Note: If CPIL & final item list (as per PO) in ILMS format has not been submitted within 01 month of PO then 85% payment will be made. 5% payment will be released after receipt of CPIL & final item list (as per PO) post-delivery of material.

(ii) Balance 10% will be paid after Receipt and Acceptance of materials by consignee i.e. CWH/ Material Organisation/WED (Vizag/) supported by Stores Receipt Voucher and on submission of Performance Bank Guarantee of equivalent amount, valid up to expiry of guarantee/warranty period. If PBG is not submitted, Balance 10% payment shall be released after expiry of guaranteed/warranty period.

17. **Order Acknowledge-protalent** : The Bidder(bidder) , on whom the Order will be placed, will acknowledge the Order within 10 days of its receipt by them. If no contrary advice is received from them within ten days of its receipt, this will be deemed to have been accepted by them.

18. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, GRSE shall have also the right to cancel the Order and obtain items from alternative source at Bidder(bidder)s complete risk and cost.

19. All other terms & conditions are as per the GRSE "STACS".

Annexure-XI

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	<u>GENERAL</u>	
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.	relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Sub-contractor's / Supplier's / Bidder(bidder)'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 / Bidder(bidder)'s Design Department in course of manufacture of equipment ordered by the Purchaser, the Sub-contractor / Supplier / Bidder(bidder) shall incorporate such improved versions in the equipment without any extra cost to the Purchaser.
IN-102	The word ' Sub-contractor / Supplier / Bidder(bidder) ' means the person / Bidder(bidder) / 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-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 / Bidder(bidder), the Sub-contractor / Supplier / Bidder(bidder), shall quote for and carry out all such modifications to the equipment.
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 / Bidder(bidder) 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.	(a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder), 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 / Bidder(bidder) shall pay to the Owner royalty at the rate mutually agreed to.
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-111 <u>Secrecy :</u> All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or Bidder(bidder) on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Bidder(bidder) 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-105	The Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringe-protalent 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-112 <u>Preservation :</u> A detailed procedure for long and short term preservation of the equipment and periodicity of preservation alongwith special preservatives, if required, prior to installation of the equipment shall be furnished by the Sub-contractor / Supplier / Bidder(bidder). 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 / Bidder(bidder). 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-107	Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Bidder(bidder) at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.	IN-113 The Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder).
IN-108	<u>Governing Jurisdiction and Compliance with Laws</u> (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/Bidder(bidder) 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/Bidder(bidder) 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/Bidder(bidder)'s bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/Bidder(bidder) 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/Bidder(bidder) 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/Bidder(bidder)s 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-114 The Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) 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-109	The Sub-contractor / Supplier / Bidder(bidder) shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Sub-contractor / Supplier / Bidder(bidder) would evolve in future (within 3 years) in	

- 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 Bidder(bidder) :**
 (a) The Sub-contractor/Supplier/Bidder(bidder) is to conBidder(bidder) whether they are registered with GRSE as approved Sub-contractor / Supplier / Bidder(bidder) under 5-digit Supplier Code and indicate Product Group Code. If not registered, the Sub-contractor / Supplier / Bidder(bidder) 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 conBidder(bidder) whether they are registered with DGQA as approved Bidder(bidder) 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/Bidder(bidder) 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 Manae-protalent 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.
- IN-203 (b) PART-II – 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.
 (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 / Bidder(bidder) for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.
 (e) The Bidder(bidder)/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 Bidder(bidder)/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 Bidder(bidder)/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 Bidder(bidder) and fixed until delivery of the full quantity of the goods in the Purchaser's Yard. If not, the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) to do so is liable for disqualification / debarring of the Sub-

contractor / Supplier / Bidder(bidder) from all future tender enquiries and or delisting from the list of 'Approved Registered Bidder(bidder)s.'

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 / Bidder(bidder)s 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 acknowledge-protalent of the Purchase Order by the Sub-contractor / Supplier / Bidder(bidder) shall be a breach of the contract on the part of Sub-contractor / Supplier / Bidder(bidder). 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 / Bidder(bidder). 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 / Bidder(bidder) 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 / Bidder(bidder), 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 conBidder(bidder) all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the Bidder(bidder)'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 Bidder(bidder)'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 Bidder(bidder)'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 / Bidder(bidder). 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 / Bidder(bidder)'s offers are for 'Free Delivery to Purchaser's Yard,' transit Insurance charges shall be borne by the Sub-contractor / Supplier / Bidder(bidder).

IN-302.2

In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) for all shipments that reach the purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Sub-contractor/ Supplier/

	Bidder(bidder) 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/Bidder(bidder).		have against the Sub-contractor / Supplier / Bidder(bidder) in respect of the failure of the Sub-contractor / Supplier / Bidder(bidder) to remedy such defects.
IN-304	Where so stipulated in the order, the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) to comply with the delivery schedule is inevitable. In such an event the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) at his cost.	IN-403	Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Sub-contractor / Supplier / Bidder(bidder) of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder)'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 / Bidder(bidder) 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-305	The Sub-contractor / Supplier / Bidder(bidder) 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-5.0	<u>Quality Certification:</u>
		IN-501	Purchase preference will be considered in case the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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-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/Bidder(bidder)/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 Bidder(bidder)/supplier/sub-contractor must conBidder(bidder) 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/Bidder(bidder)/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/Bidder(bidder)/sub-contractor shall submit 6 copies of drawings for stamping and distribution.	IN-504	In the event the Sub-contractor / Supplier / Bidder(bidder) is not being ISO 9000: 2000 accredited Bidder(bidder), 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	<u>Terms of Payment:</u>
IN-4.0	<u>Guarantee / Warranty</u>	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 Bidder(bidder) Code Number and itemwise price (indicating GRSE material code no. if in the order) alongwith 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 IILMS requirement (Integrated Logistic Manae-protalent System). All the documents shall clearly indicate the GRSE's Purchase Order No. and date.
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 Bidder(bidder)/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 Bidder(bidder)/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/repared 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 Bidder(bidder)/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 / Bidder(bidder)'s risk and cost, but without prejudice to any other rights which the Purchaser may		

<p>(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.</p>	<p>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 / Bidder(bidder) shall submit the proof of having paid the duties / levies along with the Invoices / Bills.</p>
<p>(c) Payment may be made to the Bidder(bidder)s through Electronic Clearing System (ECS). Bidder(bidder)s are to furnish requisite documents / information on receipt of the order. (ECS Format for Bank Particulars and Payment Procedure enclosed at Annex.- 6)</p>	<p>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 / Bidder(bidder) / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-Bidder(bidder)s of Sub-contractor / Supplier / Bidder(bidder) on whom Purchaser had placed a Purchase Order.</p>
<p>(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.</p>	<p>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.</p>
<p>(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 Manae-protalent / TC as appropriate.</p>	<p>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.</p>
<p>(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.</p>	<p>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 / Bidder(bidder) the same shall be deducted from any sum then due or thereafter may become due to the Sub-contractor / Supplier / Bidder(bidder) under the contract or any other contract with the Purchaser.</p>
<p>(g) Works Contract : In case of works contract following payment terms shall be followed:-</p>	<p>IN-606 Works Contract Tax, wherever applicable, will have to be borne by Sub-contractor / Supplier / Bidder(bidder). 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 / Bidder(bidder) will have to be borne by him. In case of Works Contract Form 58 or 59 as applicable is to be submitted by the Bidder(bidder)/supplier/sub-contractor.</p>
<p>(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.</p> <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.</p>	<p>IN-607 <u>Liquidated Damages / Risk Purchase:</u></p>
<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.</p>	<p>IN-607.1 In the event that-</p>
<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.</p>	<p>(a) Sub-contractor / Supplier / Bidder(bidder) (BIDDER(BIDDER)) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or</p> <p>(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. Bidder(bidder) 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.</p>
<p>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.</p>	<p>IN-607.2 Sub-contractor / Supplier / Bidder(bidder) (Bidder(bidder)) 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 / Bidder(bidder) (Bidder(bidder)). Payments made by the Sub-contractor / Supplier / Bidder(bidder) (Bidder(bidder)) 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.</p>
<p>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 Bidder(bidder)) are to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee.</p>	<p>IN-607.3 Sub-contractor / Supplier / Bidder(bidder) (Bidder(bidder)) will be liable to pay Liquidated Damages for late submission of Drawings for approval as agreed to by Purchaser and Sub-contractor / Supplier / Bidder(bidder) (Bidder(bidder)) 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.</p>
<p>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 / Bidder(bidder)'s registration certificate was in force on the day the sale was effected.</p>	<p>IN-607.3.1 Drawings submitted by the Sub-contractor / Supplier / Bidder(bidder) (Bidder(bidder)) will be the property of Indian Navy.</p>

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 / Bidder(bidder) at the prevailing bank rate of interest .	IN-706	Authority. All charges for inspection shall be borne by the suppliers/Bidder(bidder)s/sub-contractor. Receipt Inspection shall be carried out by GRSE/Indian Navy/Owner's representative at GRSE yard as applicable. Receipt Inspection of on-board spares (OBS) will be carried out by Quality Assurance (QA) dept. of GRSE and thereafter, the same will be mustered & handed over to ship as & when required. Joint inspection along with supplier/Bidder(bidder)'s representative shall be carried out for major items.
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 / Bidder(bidder).	IN-707	For materials supplied with long term preservation in sealed cases / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above. 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-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/Bidder(bidder) to conform to the delivery schedule is inevitable.	IN-708	The supplier/Bidder(bidder)/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/Bidder(bidder)/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.
IN-608	Submission of Bills to SLP Section (Corporate Finance/GRSE) The bills presently submitted to SLP Section by Bidder(bidder)s 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 01 st April,2002. Computer generated acknowledge-protalent 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 Bidder(bidder) code number for easy identification and registration. All enclosures are also Bidder(bidder)ly 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-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/Bidder(bidder)/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/Bidder(bidder)/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/Bidder(bidder)/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/Bidder(bidder)/sub-contractor in respect of their failure to remedy such defects.
IN-7.0	Quality Assurance, Inspection ,Testing and Commissioning Assistance:	IN-711	The services of the Sub-contractor's / Supplier's / Bidder(bidder)'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 / Bidder(bidder).
IN-701	The equipment will be inspected by one or more agencies indicated supplierow 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-712	The Sub-contractor / Supplier / Bidder(bidder) shall provide the requisite training for the Purchaser's / Owner's Personnel at Sub-contractor's / Supplier's / Bidder(bidder)'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 / Bidder(bidder). The cost of travelling, lodging, boarding etc. shall be borne as mutually agreed to and detailed in the order.
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-713	The services of the Sub-contractor's / Supplier's / Bidder(bidder)'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 / Bidder(bidder) 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 / Bidder(bidder) shall quote for the same on hourly / daily rate basis along with other terms and conditions, if any.
IN-703	The supplier /Bidder(bidder)/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-714	Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Bidder(bidder) are to be obtained from the Inspection Authority. Any / all other technical clarifications may be
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/Bidder(bidder)/sub-contractor shall give 30 days' notice for inspection and will make necessary arrane-protalents / 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/Bidder(bidder)/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		

obtained from Inspection Authority directly, under intimation to Purchaser.

IN-715 The Sub-contractor / Supplier / Bidder(bidder) 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 Bidder(bidder)), 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/Bidder(bidder), his employees, licencees, agents or Sub-Bidder(bidder) / 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 / Bidder(bidder), 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 / Bidder(bidder) 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 / Bidder(bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Bidder(bidder)) or the commission of any offence by the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) and recover from the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder).

(b) The Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) or any one employed by them or acting on their behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Bidder(bidder)) or the commission of any offence by the Sub-contractor / Supplier / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder) 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 / Bidder(bidder), 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 Bidder(bidder)(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 Bidder(bidder)s 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 Bidder(bidder)(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 conBidder(bidder)ation 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.

Garden Reach Shipbuilders & Engineers Ltd.

STANDARD TERMS AND CONDITIONS OF SUPPLY INDIGENOUS EQUIPMENT/MACHINERY.

Tender No.....

Date

STACS CLAUSE NO.	BIDDER'S REMARK	STACS CLAUSE NO.	BIDDER'S REMARK	STACS CLAUSE NO.	BIDDER'S REMARK	STACKS CLAUSE NO.	BIDDER'S REMARK
IN-101		IN-203		IN-501		IN-704	
IN-102		IN-204		IN-502		IN-705	
IN-103		IN-205		IN-503		IN-706	
IN-104		IN-206		IN-504		IN-707	
IN-105		IN-207				IN-708	
IN-106		IN-208		IN-601		IN-709	
IN-107		IN-209		IN-602.1		IN-710	
IN-108		IN-210		IN-602.2		IN-711	
IN-109		IN-211		IN-603		IN-712	
IN-110		IN-212		IN-604		IN-713	
IN-111				IN-605		IN-714	
IN-112		IN-301		IN-606		IN-715	
IN-113		IN-302		IN-607.1			
IN-114		IN-303		IN-607.2		IN-801	
IN-115		IN-304		IN-607.3		IN-802	
IN-116		IN-305		IN-607.4		IN-803	
IN-117		IN-306		IN-607.5		IN-804	
IN-118				IN-607.6		IN-805	
IN-119		IN-401		IN-608		IN-806	
IN-120		IN-402					
		IN-403		IN-701			
IN-201		IN-404		IN-702			
IN-202		IN-405		IN-703			

COMPANY SEAL.

SIGNATURE
NAME
DESIGNATION.....
COMPANY NAME & ADDRESS
.....
.....

NOTE:

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

GSL STACs FOR SUPPLY OF ANCHOR CHAIN FOR NGOPV'S YARD NOS. 1280-86

I. DETAILS OF IMPORT CONTENT:

Firm to indicate Import content, if any in their offer. Also, Country of origin for all the imported items above Rs 5 Lakhs to be provided.

II. BIDDERS PROHIBITED FROM PARTICIPATION IN THE TENDER:

- Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder / seller is registered with the Competent Authority.

Exclusion: This clause will not be applicable to bidders from those countries (even if sharing land borders from India) to which Govt. of India has extended lines of credit or in which the Govt. of India is engaged in Developmental projects. Updated list of countries to which lines of credit or in which developmental project are undertaken are given in the website of Ministry of External affairs.

- ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- iii. "Bidder from a country which shares a land border with India" for the purpose of this Order means:
 - a. An entity incorporated, established or registered in such a country or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- iv. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

A self declaration in this regard shall be submitted by bidder as per format attached at **Annexure XVIII**.

Model Certificate for Tenders (To be submitted by the bidder along with the Bids)

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

NOTE: The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

III. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

The bidder/ sellers shall give a declaration as per format attached at **Annexure XVIII** that they have not been banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder/ seller 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.

IV. FREIGHT:

The items/equipment shall be strictly dispatched by road transport preferably through GSL Authorized transporters on door delivery freight pre-paid basis. **The freight charges are to be included in the price.** The firm shall indicate the shipping and Billing address as per GST compliant format in their Offer.

V. INSURANCE:

The transit insurance of the consignment shall be arranged by Bidder/Seller covering all the risks up to the destination. **The Insurance premium charges are to be included in the price.** Bidder/Seller shall intimate the dispatch particulars to Head of the Department (Commercial), Goa shipyard Ltd, Vasco-da-Gama Goa, Immediately on dispatch by Fax/ email. The details shall be forwarded to GSL by Fax. 0832-2512148 e-mail to asmitaprabhudessai@goashipyard.com, sureshlunavath@goashipyard.com.

VI. PLACE OF SUPPLY :

The goods shall be delivered / supplied at GSL, Warehouse –I (Engg. Stores), Vaddem, Vasco-da-Gama, Goa.

VII. IMPORT LICENSE:

The Indian bidder/ seller shall obtain import license required, if any, from DGFT at their cost for import of components/parts, etc. GSL will provide End User certificate wherever applicable. The seller must submit draft "End User Certificate" (EUC) in their template duly filled up with all information on award

of contract/PO in a time bound manner as agreed mutually. Buyer need 02 months time from date of receipt of draft copy for EUC from seller for issuing signed copy of EUC. Delay in submission of draft copy of EUC (duly filled up with all requisite information) shall be in the account of seller. No delivery date extension shall be entertained in case of delay in submission of draft copy of EUC (duly filled up with all requisite information) by Seller.

VIII. EXPORT LICENSE:

The export license that may be required for delivery of various goods to GSL shall be arranged by the suppliers from the concerned authorities in their respective countries without any time and cost implications to GSL. The supplier should take into account the period required for obtaining such license while indicating delivery period and delay in supplies due to non-availability of such licenses shall not be normally accepted unless some force majeure development has occurred after acceptance of the order. The 'End User' certificate if required by the supplier for obtaining the license may be forwarded. The seller must submit draft "End User Certificate" (EUC) in their template duly filled up with all information on award of contract/PO in a time bound manner as agreed mutually. Buyer need 02 months time from date of receipt of draft copy for EUC from seller for issuing signed copy of EUC. Delay in submission of draft copy of EUC (duly filled up with all requisite information) shall be in the account of seller. No delivery date extension shall be entertained in case of delay in submission of draft copy of EUC (duly filled up with all requisite information) by Seller.

IX. TRIALS & COMMISSIONING ASSISTANCE

Service Engineer assistance charges for installation, Setting to Work (STW), Harbour Acceptance Trial (HATs), Sea Acceptance trials (SATs) & commissioning of equipment as detailed in SOTR to be indicated in price bid sl 2.

Further, beyond stipulated working days, minimum Service engineer charges (lumpsum)/day basis inclusive of to & fro travel boarding & Lodging, local conveyance etc. also to be indicated in price bid sl 8, valid till expiry of guarantee/warranty period of the equipment, so that if the actual requirement of mandays exceeds those indicated by GSL, services could still be provided at this rate till the expiry of the guarantee/warranty period of the equipment.

Man days spent by GSL for the rework & rectification arising due to malfunctioning & mismatching of equipment & items supplied will be charged to bidder/ seller's account and the same will be recovered from their pending bills.

Firm should depute Service Engineer for the above jobs within maximum 3 days of intimation from GSL if the service engineer is positioned at Goa or within maximum 7 days in case, outside Goa or within maximum 2 weeks if from abroad. Firm should inform GSL in advance the names of person/s who would be attending along with copy of passport and visa details by email to the dealing purchase officer, so that gate pass can be arranged in time. In case of local Indian service engineers, firm should furnish their PF (Provident Fund) and ESI (Employees State Insurance) salary numbers, and proof of contribution made against them. If they are out of the ambit of ESI, a copy of their salary certificate to be furnished. This is applicable even when they attend to defect rectification either in GSL or outside GSL.

Note: Incase of any additional mandays / trips consumed extra for any of the ships will be calculated and adjusted accordingly after commissioning of last ship (i.e. 8th ship) (inter alia usage of mandays is allowed). After commissioning of the last ship (i.e. 8th ship), any additional mandays / trips spent or

left over mandays / trips shall be paid by GSL / refunded by the seller at the cost (per manday and per trip) as quoted & finalized.

X. COMPREHENSIVE & PART IDENTIFICATION LIST:

CPL & PIL (in soft & print form) if applicable (as indicated in TA/TNC), shall be to be forwarded by supplier along with the equipment

XI. BAR CHART / MONTHLY PROGRESS REPORT:

In order to monitor the progress of the manufacturing of the above equipment, where so stipulated the Firm shall submit the bar chart indicating major activities on cardinal events and major milestone along with the complete details of the subcontracted items within 6 weeks from the date of placement of order. Firm shall submit progressive report every month in the GSL prescribed format as per the **Annexure XV** so that the delivery of the equipment is ensured.

Firm should indicate imported components & Indigenous portion of supply. Order placed placement on imported & domestic vendor to be indicated in the progress report. Contact person for monitoring, follow-up etc. to be indicated.

XII. DOCUMENTS:

Firm shall provide requisite documents & drawings and manuals etc as applicable (both in soft & prints), for the equipment as per SOTR.

XIII. PRESERVATION & RE-PRESERVATION:

Equipment to be supplied in duly preserved condition & period to be indicated as per SOTR. The procedure for re-preservation to be supplied by the firm.

Re-preservation beyond the preservation period shall be carried out on extension basis as when required till delivery of the ship and price of the same to be indicated at sr. no. 7 of the price bid. The no. of months for which re-preservation is applicable, shall be indicated by the firm in their offer.

In the case of any material requiring preservation till its final installation / fitment, 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 firm and should included in firm's manual. The detailed procedure for de-preservation prior to commissioning shall also to be furnished.

The items shall be duly preserved and supplied & also suitably re-preserved at GSL stores/ onboard the ship till the stage of commissioning of the ship. The delivery of ships Yard 1280-86 by Goa Shipyard to owner is tentatively scheduled during Feb 2025 - Feb 2028 (in the interval of 6 Months) respectively. Cost of preservation, re-preservation and de-preservation should be included in the prices. Assistance with material and tools for the above should be provided by the firm free of cost.

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.

XIV. DEVIATIONS & NON CONFORMITY:

The sizes of the equipment are required to be exactly as per Bidder's/ seller's binding drawing, to be submitted and approved by GSL & Indian Coast Guard (if applicable). In case it is not so

and consequently resulted in rework to the seating prepared already as per their drawing, cost of the rework would be charged to Bidder's/seller's account by way of deductions from any outstanding amount payable to firm against this contract or any other contract with GSL. Firms are therefore requested to ensure that the actual sizes of the equipment match with your binding drawing. The scope of supply shall strictly confirm to SOTR. Any No deviation & non-conformity will be accepted unless such deviation & modification has the prior approval of GSL & Indian Navy.

XV. WEIGHT:

Total weight of the equipment / items would be printed on the packing list / package and the slinging position for lifting the package would be indicated on the package. Firm shall indicate estimated weight of the equipment & the components in "KGS" on the drawing.

XVI. PRODUCT SUPPORT (Life cycle support):

Product Service to Indian Navy to be complied as per SOTR.

XVII. SECRECY:

All information and property (such as materials, drawings, documents etc) 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.

XVIII. AGENTS / AGENCY COMMISSION:

The bidder/seller confirms and declares to the buyer (Tenderer) that the seller is the original manufacturer or Authorized Vendor of original manufacturer or Government Sponsored/ Designated Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/purchase order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract/Purchase Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract/Purchase Order, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/Purchase Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/Purchase Order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI plus 2% (for Indian Vendors). The Buyer

will also have the right to recover any such amount from any contracts/purchase orders concluded earlier with Buyer.

XIX. PENALTY FOR USE OF UNDUE INFLUENCE:

The seller undertakes 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 Buyer or otherwise in procuring the contract or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Govt. for showing or For bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Govt. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or any one employed by him on acting on his behalf as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with seller and recovered from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of undertaking has been committed shall be final and binding on the firm.

Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence the decision of GSL, directly or indirectly or any attempt to influence any officer/employee of GSL for showing any favor in relation to this or any other contract, shall render the seller to such liability/penalty as GSL may deem proper, including but not limited to termination of the contract, imposition of penal damages, for future of the Bank Guarantee and refund of the amount paid by GSL.

XX. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between Bidder/seller and Goa Shipyard Limited, Vaddem, Vasco-Goa (GSL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GSL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The Bidder/seller expressly agrees, acknowledges and understands that GSL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/seller hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

XXI. DUTY OF PERSONNEL OF SUPPLIERS:

GSL being a Defence Public Sector Undertaking, Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

XXII. ACCESS TO THE BOOK OF ACCOUNTS:

In case, if it is found to the satisfaction of GSL, that the seller 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 penalty for use of undue influence, the seller, on a specific request of the GSL shall provide necessary information/ inspection of the relevant financial

document/ information. Including a copy of the contract and details of payment terms between the vendors and agent engaged by him.

XXIII. ORDER ACKNOWLEDGEMENT:

In the event of an order resulting from the tender, an acknowledgement and acceptance of the order including all terms & conditions shall be submitted by the supplier, on a GSL prescribed format as per **Annexure XVIII** within 07 days from the date of order failing which the same will be deemed as accepted.

XXIV. PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS:

Firm shall submit the details of the pending orders from the other shipyards. The complete details shall include :- (i) Name of Customer, (ii) Purchase Order number & date, (iii) Original contractual date of delivery, (iv) Extended date of delivery, (v) Actual supplies made, reasons for the delay/pendency, if any, (vi) E.D.C. (Expected Date of Completion) etc.

XXV. RECOVERY OF SUMS DUE:

Whenever under this contract any sum of money is due and payable by the Bidder/seller/Contractor/ Supplier to GSL, GSL shall be entitled to recover such sum by appropriating in whole or in part, the Security Deposit if any, paid by the Bidder/Contractor/Supplier, if a security being insufficient or if no security has been taken from Bidder/Contractor/Supplier, then the total sum due/balance of the total sum due, as the case may be, shall be deducted and recovered from the sum due to the Bidder/Contractor under this or any other contract (with the Goa Shipyard Limited) and remaining balance due, if any, will be recovered through due process of law.

XXVI. LIMITATION OF LIABILITY:

“Seller’s liability shall be limited to the obligations specified in the CONTRACT/ PURCHASE ORDER. Under no circumstances Seller shall be liable for any consequential or indirect damages of whatsoever nature incurred by the Buyer, including but not limited to loss of use, loss of production, loss of profit, loss of business, increase in operating costs or damages to its reputation. For all motives considered together arising out of CONTRACT/ PURCHASE ORDER or tort relating to performance of the CONTRACT/PURCHASE ORDER, Seller’s liability shall be limited to **100%** of the total CONTRACT/PURCHASE ORDER value”.

XXVII. SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that GSL may verify authenticity of all the documents/ certificate/ information submitted by the Bidder(s) against the tender. In case at any stage of tendering process or Contract/ PO execution etc., if it is established that Bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the tender/ contract conditions, GSL shall immediately reject the Bid of such Bidder(s) or cancel/ terminate the contract and forfeit EMD/ SD submitted by the bidder as applicable.

The Bidder shall be required to give an undertaking on the company’s letter head and duly signed by the signatory of the Bid, that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the Bidder is found to be false or forged, action as deemed fit may be initiated by GSL at its sole discretion

XXVIII. ACCEPTANCE & REJECTION OF FULL OR PART OF THE TENDER:

GSL reserves the right to accept or reject in full or part of the tender, or to withdraw the tender in toto, or to award the contract/ order in full or part, to one or more vendors/ contractors, without assigning any reasons thereof and without thereby incurring any liability to the affected bidder/ seller or any obligations to inform the affected bidder/ seller of the grounds for GSL action. The decision taken by GSL in this regard shall be final and binding.

XXIX. COMPLIANCE OF PROVISIONS OF ANTI-PROFITEERING RULE UNDER GST ACT 2017 :

1. Pursuant to Section 171 of Central Goods and Services Tax Act, 2017 ('CGST Act, 2017'), any benefit accruing on account of reduction in rate of GST or availment of input tax credit on goods or services or both on account of GST law by the SELLER/SUPPLIER shall be passed on to the BUYER/GSL by way of commensurate reduction in the price.

2. In case, BUYER/GSL notices any non-compliance of Section 171 of CGST Act, 2017 on the part of SELLER/SUPPLIER, the BUYER/GSL may make an application to the National Anti-Profiteering Authority against the respective supplier for passing on the benefits to the BUYER/GSL.

XXX. CORRECTION OF ERRORS:

Bid determined to be responsive will be checked by the GSL for any arithmetic error. Errors will be corrected by GSL as follows:

For tendering through E- Procurement:-

Where there is a discrepancy between the rates in excel format and the attachment to price bid (if applicable), the rates in attachment (.pdf format) to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate as quote will be considered.

XXXI. RANKING OF BIDDERS:

Ranking of price Bid shall be done on the basis of "overall landed least cost to GSL, exclusive of taxes & levies".

GSL reserves the right to close the Tender during the tendering process, without assigning any reasons, without any financial implication to GSL and GSL will not entertain any claims, of whatsoever nature, from the vendors. GSL also reserves the right to accept or reject the tender, or to withdraw the tender in toto, without assigning any reasons thereof. The decision taken by GSL in this regard shall be final and binding to all suppliers.

XXXII. IPR (INTELLECTUAL PROPERTY RIGHTS) CLAUSE:

a) The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights of the OEM or their sub vendors applicable for the product & services delivered under this tender/contract.

b) The firm shall indemnify GSL against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the scope of work and completion of the supplies including Base and Depot spares, On Board Spares, all other spares, Special Maintenance Tools {SMTs}/ Special Technical Equipment (STEs), technical literature and training aggregates irrespective of the

fact of Infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

- c) The vendor/contactor confirms that there is no violation of IPR of the products supplied or service(s) rendered. In case of infringement or trespass of a third party's IPR, whether knowingly or unknowingly, the contractor/vendor shall be solely responsible for all third party claims, actions, damages or proceedings and GSL will not be responsible /liable for the same, in any manner whatsoever.
- d) Vendor/Contractor agrees to indemnify and keep indemnified the GSL from and against all liabilities, costs, claims, losses, expenses (including legal fees) and damages arising from or incurred by reason of any third party claim arising, directly or indirectly, out of any infringement or alleged infringement of the Intellectual Property Rights with respect to the product supplied or service(s) rendered.

XXXIII. PUBLICITY:

The firm is prohibited from making any publicity or to make any other public statement relating to or connected with Product and Services provided vide this Tender / Contract / Purchase order or the matters contained herein without obtaining the written consent from GSL. For purposes of this provision, Publicity shall include Notices, informational pamphlets, press releases, information posted on corporate or other websites, social media, research reports, posters and similar public notices.

XXXIV. PUBLIC GRIEVANCE CELL:-

A Public Grievance Cell headed by Shri. M Subramanian, HoD (Commercial) (msubramanian@goashipyard.com) has been set up in the Company. Members of public having complaints or grievances related to contract and payments, MSE related issues are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office at Goa Shipyard Ltd, Vaddem House, Vasco-Da-Gama, Goa, India or send their complaints / grievances to him in writing for redressal.

XXXV. VALIDITY:

The Offer for the equipment shall be valid for **180 days** from the date of **opening of tender.**

The Bid for OBS with part nos. and item-wise price with validity of **180 days** from the date of **opening of price Bid.**

Submission of Bid for B&D spares with part nos. and item wise price with validity of **18 months** **from the date of price Bid opening.**

Extension of validity in above cases will be sought as required.

Date.....

Place.....

Signature.....

Name.....

Designation.....

SELF DECLARATION BY BIDDER
(To be submitted on letterhead of Bidder)

(To be filled and enclosed with part-I technical bid, may fill in the relevant details and strike through the contents not applicable)

1. I/we refer Tender No. _____ for _____ of NGOPV Project and confirm to have read and understood the scope of supply and commercial terms and conditions of the tender.

2. I / We hereby provide following declaration:

a. I/We are the manufacturer or service provider and not a trader.

b. The percentage of local content for the subject procurement works to ___ and that the goods offered meet the minimum local content requirement for Class-I / Class-II local supplier.

c. Further, the details of the location(s) at which the local value addition is made are as given supplierow:

d. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

e. I/We are not bankrupt or under any liquidation proceedings with NCLT etc.,

f. I/We have not been banned or de-listed by any Government or quasi Government agencies or PSUs in India.

g. I/We, hereby confirm that we shall not withdraw the bid till the finalization of the contract.

h. All the documents/declarations/certificates/information submitted by us against the tender enquiry are genuine.

i. Shipyard may verify the authenticity of the documents/ certificate/ information submitted by us against the tender enquiry. In case, at any stage of tender till conclusion of the contract, if it is established that the documents/ declarations/ certificates/ information submitted by us is forged or false or in case of our failure to produce relevant supporting documents within stipulated time specified by Shipyard or withdrawal of bid by us before finalization of Contract/PO or if we go under liquidation/bankruptcy, we shall have to intimate the same to shipyard immediately and we shall be liable to be debarred/our bid rejected/ EMD/SD forfeited, contract/PO cancelled/debarred from participating in future shipyard's tender enquiries.

(Signature of the BIDDER)

Full Name & Address:

Mobile No.:

Seal of the firm:

Date:

GRSE and GSL LIMITED

DECLARATION FOR BID SECURITY FOR MSEs REGISTERED

(To be filled and enclosed with part-I technical bid)

Tender Ref. No. _____

1. I / we have read and understood the scope of work and office memorandum no. F.9/4/2020-PPD dated 12.11.2020.

2. I/We agree that if I/We withdraws or modifies the bids during the period of validity etc, I/We shall be suspended by GRSE and GSL for the time as decided by GRSE and GSL.

(To be submitted along with Part-I, Technical Bid)

.....
(Signature of the Tenderer)

Full Name & Address of the Company.

Mobile No. :

Seal of the Company.

Date:

On Firm's letter Head.

Sub: Confirmation for claiming exemption by MSE

This is in reference with your claim to avail **MSE benefit towards submission of UAM certificate**
no. ----- Against subject tender against GRSE/GSL tender ref. no.
_____ for _____ of NGOPV Project.

We hereby provide following details: **Declaration.**

Description of details	Bidders's confirmation
Manufacturer / Service Provider	
Infrastructure details	
Equipment details / manufacturing facilities	
Total Expenditure on Plant and Machinery (in Rs.)	
Registration with NSIC or DIC or any other MSME authority (Kindly attach certificate)	
CA Certificate confirming financial data indicated in the UAM Shall be submitted within 3 days on receipt of request from GRSE/GSL	

We, hereby confirm that aforementioned data is correct and we will not withdraw bid till the finalization of the contract. We have understood that we will be liable for rejection in case of submission of false documents / mis-representation, withdrawal of bid before finalization of contract, failure to submit CA Certificate within stipulated time. Failure to produce relevant supporting documents, bid submitted will not be considered and action as deemed necessary will be initiated based on merit by GRSE/GSL.

(Signature of the Tenderer)

Full Name & Address of the Company

Mobile No.

Seal of the firm if registered.

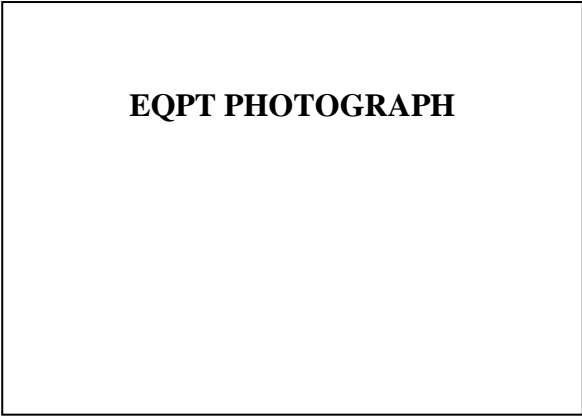
Date:

SUPPLIER NAME & ADDRESS: _____

MONTHLY PROGRESS REPORT

EQUIPMENT NAME: _____

PURCHASE ORDER NO.: _____



PREPARED BY

CHKD BY

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1. MILESTONES

Date of dispatch / delivery date for 1st yard: _____

Date of dispatch / delivery date for 2nd yard: _____

2. AREAS OF CONCERN

3. POINTS CARRIED FORWARD FROM PAST REPORTS

4. REMEDIAL ACTION

a. By Customer:

b. By Firm/ Supplier:

5. DELIVERY STATUS *(Bar chart to be provided indicating major milestones. Status as per Bar chart to be indicated)*

6. RECORD OF PROGRESS REPORTS SENT

Issue No.	Status as on	Remarks
1		
2		
3		
4		
5		
6		
7		

7. LIST OF RECIPIENTS

a. Customer –

b. Supplier

8. PURPOSE

A. CONTRATUAL DETAILS:

1. PO NO. _____ dated _____ Qty _____ For Yard No _____

2. PO NO. _____ dated _____ Qty _____ For Yard No _____

B. SCOPE: Supply of _____

C. BINDING DOCUMENTS TO BE SUBMITTED AS PER CONTRACT : (*drawings & data sheets*)

9. SCHEDULES FOR DELIVERY

Sr. No.	PO No.	Yard	Contractual Delivery Date	Planned Estimated Deliveries
1		Yd _____		
2		Yd _____		

10. QUERIES/ HOLD UPS

- i. From Customer:

- ii. From Supplier:

11. INPUTS REQUIRED FROM THE CUSTOMERS FOR FURTHER ACTION

Inputs required within a month

- a. By Customer

- b. By Supplier

12. STATUS / PHOTOGRAPHS:

13. COMPONENT LEVEL PROGRESS REPORT (MICRO LEVEL)

Sr.No.	Category	M-Mech / E-Elect	Item (Component Description)	Enquiry	PO	Prod	Recd	Planned/ Receipt Date
1	import							
2	import							
3	import							
4	import							
5	indigenous							
6	indigenous							
7	indigenous							
8	indigenous							

14. PROJECT MILESTONE DATES (BAR CHART)

EQPT NAME								
Sr. No.	Major Activities	Completion Date	20__			20__		
1	Receipt of order							
2	Submission of dwgs							
3	Submission of QAP							
4	Approval of Drawings							
5	Approval of QAP							
6	Procurement							

7	1st Ship set							
	Manufacturing of parts							
	Assembly Integration & FAT							
	Receipt at GSL/ Dispatch at FOB							
8	2nd Ship set							
	Manufacturing of parts							
	Assembly Integration & FAT							
	Receipt at GSL/ Dispatch at FOB							
	Manufacturing of parts							
	Assembly Integration & FAT							
	Receipt at GSL/ Dispatch at FOB							

Note: The major activities listed above are only for guidance/ reference. However supplier has to list all the activities pertaining to the project / equipment.

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....

PURCHASE ORDER ACCEPTANCE

From: _____

To,
Concern Shipyard's name and address

K.A.: Concern Commercial officer name

Dear Sir,

We M/s _____

Confirm having received your Purchase order No. _____ dated _____
along with its enclosures.

We have pleasure in accepting your above order as per various terms and conditions
stipulated therein.

Yours Faithfully

For _____

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....