



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING - MINISTRY OF DEFENCE)

Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024

Address: 61, Garden Reach Road, Kolkata-700 024

Phone: (033)2469-8100 to 8113, Extn: 200

Web site: www.grse.in, E-Mail: yadav.rahul@grse.co.in

CIN: L35111WB1934GOI007891

NOTICE INVITING TENDER [NIT]

GEM BOQ BID (OPEN TENDER) WITH REVERSE AUCTION.

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

GeM Bid No.:	GEM/2023/B/3987947 DATED 20 SEP 2023
Job Title:	SUPPLY OF VARIOUS RAW STEEL SECTIONS FOR GRSE PORTABLE STEEL BRIDGE PROJECT
Tender issuing Dept.:	Bailey Bridge Department, 61 Park

ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE	
Bid submission Starting Date	As per GeM Bid document
Bid submission Closing Date	As per GeM Bid document
Tender Opening Date (Part-I)	As per GeM Bid document
Offer Validity Period minimum	As per GeM Bid document

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
Tender Fee	Not applicable
Earnest Money Deposit (EMD)	INR 16,19,100/- (Sixteen Lakhs Nineteen Thousand One Hundred only)
Security Deposit (SD)	5% of Order Value
PBG	10% of Order Value
Liquidated Damages	0.5% per week, Max 5% of unexecuted job
Billing Frequency	On completion of supply
Evaluation of L1	Line item wise



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ARTICLE 3: ANNEXURES ENCLOSED FORMING PART OF THIS e-TENDER

Annexure-1	SCOPE OF WORK/ SOTR (Statement of Technical Requirement)
Annexure-2	Standard Terms and Conditions (STAC)
Annexure-3	Format for Integrity Pact
Annexure-4	Guidelines for Submission of Bank Guarantee (Format No. Os/03/0085)
Annexure-5	Format of Bank Guarantee Towards Earnest Money
Annexure-6	Format of Bank Guarantee Towards Satisfactory Performance
Annexure-7	Format of Bank Guarantee towards Security Deposit
Annexure-8	Bid Security Declaration
Annexure-9	Acceptance Format (Matrix) of Scope of Work/ SOTR (Annexure-I)
Annexure-10	Acceptance Format (Matrix) Of Standard Terms and Conditions (Annexure-II)

ARTICLE 4: DOCUMENTS TO BE UPLOADED AS PART-I BID

Self-Attested documents are to be scanned and uploaded in GeM Portal	
1	DD/PO/BG or MSE/NSIC Exemption certificate towards EMD
2	Technical Acceptance format as available with NIT.
3	Commercial Acceptance Format as available with NIT.
4	Documents meeting the Technical Eligibility Criteria
5	Documents meeting the Financial Eligibility Criteria
6	Solvency Certificate from Banker.
7	Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility.
8	PAN /TAN, GST, Registration Certificate of the Company with ROC
9	Integrity Pact
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
11	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favor of lead member.
12	Certificate/ undertaking that material is not rolled from recycled steel scrap.
13	Authorization certificate from OEM (in case of participation of authorized distributor / dealer of OEM)
14	BIS certificate of the OEM



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ARTICLE 5. DOCUMENTS TO SUBMIT IN PHYSICAL FORM

PHYSICAL SUBMISSION		
1	EMD	Before tender due date.
2	Integrity Pact	Before tender due date.

ARTICLE 6: JOB EXECUTION

Job is to be carried out strictly as per SOTR as indicated in **Annexure-1**, in case of any doubt, the same is to be clarified from GRSE.

ARTICLE 7: JOB EXECUTION SCHEDULE

(A) Mobilization Period. NIL

(B) Delivery Period. Refer table below.

Sl. No.	Raw Steel Sections	Tendered Qty. (MT)	Delivery Schedule
1	HTW 100 X 50 Bailey Channel, 10.6 Kg/m, Grade E410 A	600	All ordered materials are to be delivered progressively within 120 days from the placement of LOI / PO, whichever is earlier.
2	ISMC 125 X 65, Grade E410 A	350	
3	ISMB 250 X 125, Grade E410 A	100	
4	76 mm Plate, Grade E410 A/ BR	60	
5	32 mm Plate, Grade E 410 A/ BR	30	

ARTICLE 8: GUARANTEE PERIOD

Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of 24 months from the date of delivery of final/ last/ closing consignment. Vendor will furnish 24 months Guarantee Certificate accordingly along with the supply.

ARTICLE 9: PRICE

Price quoted shall be fixed for the entire period of contract, till completion of work. Quoted Price must be F.O.R. GRSE, Kolkata basis. Price quoted should include proper packing to withstand transit and tropical storage during transit clearing & to be kept firm till execution of order in full.



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ARTICLE 10: ESCALATION

No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

ARTICLE 11: UNREASONABLE QUOTES

- (A) In case the price of L1 bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then punitive action will be taken in line with the provision as per GRSE vendor policy.
- (B) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analyzed w.r.t. tender requirement and If the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected.
- (C) If the justification is acceptable to GRSE, then the bidder has to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract GRSE shall reserve the right to impose tender holiday for a period as per GRSE Vendor policy.

ARTICLE 12: OFFER VALIDITY

All Tenders must remain firm and open for acceptance for **120 days** from the date of Reverse Auction. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

ARTICLE 13: CONDITIONAL OFFER

Conditional offers w.r.t. SOTR (Annexure-1) will not be accepted.

ARTICLE 14: DETERMINATION OF L1

L-1 bidder shall be decided on line-item basis.

ARTICLE 15: OPENING OF BIDS

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



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ARTICLE 16: MICRO & SMALL ENTERPRISES

- (A) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- (B) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.

ARTICLE 17: INSTRUCTION TO THE BIDDERS

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding regarding the scope of work.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or if there be any doubts as to the meaning of a provision or requirement, the same shall immediately brought to notice of GRSE Tendering Dept. in writing, not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any or, all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted. GRSE also reserves the right to reject any or, all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
4. General Contractors assumes all safety related responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.



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6. Independent External Monitors (IEM)-

Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him/them. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows: -

- a) Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat,
Kolkata-700160
Email: bbsinghbeml@gmail.com
- b) Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

7. Integrity Pact

- a) The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-18.
- b) The “Integrity pact on Govt. issued Stamp paper of Rs. 100/- duly filled as per enclosed format to be submitted in original. Bidders to ensure that every page of IP is ink signed with company seal/stamp in every page. [Please refer guideline for IP in STAC (SI.No.-1) in GRSE website/ Annexure-3 of the tender]

8. Job is to be carried out as per SOTR and requirement of GRSE.
9. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Acts applicable thereto.
10. Post submission of Tender, all soft/hard copies such drawings and technical information are to be destroyed and a self-certification to be submitted during CNC, failing which the processing of bid will not be taken further.
11. A Bidder is allowed to submit only one Bid under any capacity / status.



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12. **Contact details for communication:** Bidder has to provide name, phone no. & e-mail address of their authorized representative to enable faster communication.

ARTICLE 18: e-BID INSTRUCTION

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with GeM portal <https://gem.gov.in>
- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>
- c) Bidders can view / download Part-I (Techno-Commercial) bid documents along with all attachments in GeM portal <https://gem.gov.in>. They need to go through downloaded documents as per instruction and upload the same during bid submission in GeM Portal. Non-acceptance of any NIT criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part-II (Price) bid online GeM Portal including all taxes and duties.. No other attachment to the price bid will be reckoned.
- e) The amendments / clarifications to the bid document, if any, will be posted on GeM Portal.
- f) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

ARTICLE 19: AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- ii. Addendum/corrigendum, if any, will be hosted on GeM portal and shall become a part of the tender document. All Tenderers are advised to see the GeM portal for addendum/corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.

ARTICLE 20: BID REJECTION CRITERIA

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

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in submitted documents which shall not however conflict with validity period.



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2. Incomplete/ Incorrect/ misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC)/ Commercial Negotiation Committee (CNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE/ Customers/ External agency nominated, as applicable.
4. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
5. Bidders have indicated / attached / shown any price anywhere else other than as per provision in e-portal [Art.21 (d)], then offer will be treated as cancelled.
6. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
7. Bidder not agreeing for furnishing of the required Security Deposit (SD).
8. Bidder submitted false/incorrect documents etc.
9. Bidders who have submitted **PRICE** along with Techno-Commercial Bid.

ARTICLE 21: SUBMISSION OF BID

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

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Shibsundar Bala)

DGM (Purchase, Prodn. & QA)

Email id: - Bala.Shibsundar@grse.co.in

Mob.: 9903412098

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ANNEXURE-I

SCOPE OF WORK/ SOTR (Statement of Technical Requirement)

1. Supply of various Raw Steel Sections for GRSE Portable Steel Bridge Projects as per material specification given below:

I. **MATERIAL SPECIFICATION FOR BAILEY CHANNEL HTW 100X50x6 mm @ 10.6 Kg/m**

:

Material should conform to the following specifications:

(a) Description: Bailey Channel HTW 100X50x6 mm @ 10.6 Kg/m Grade E410A as per IS 2062:2011.

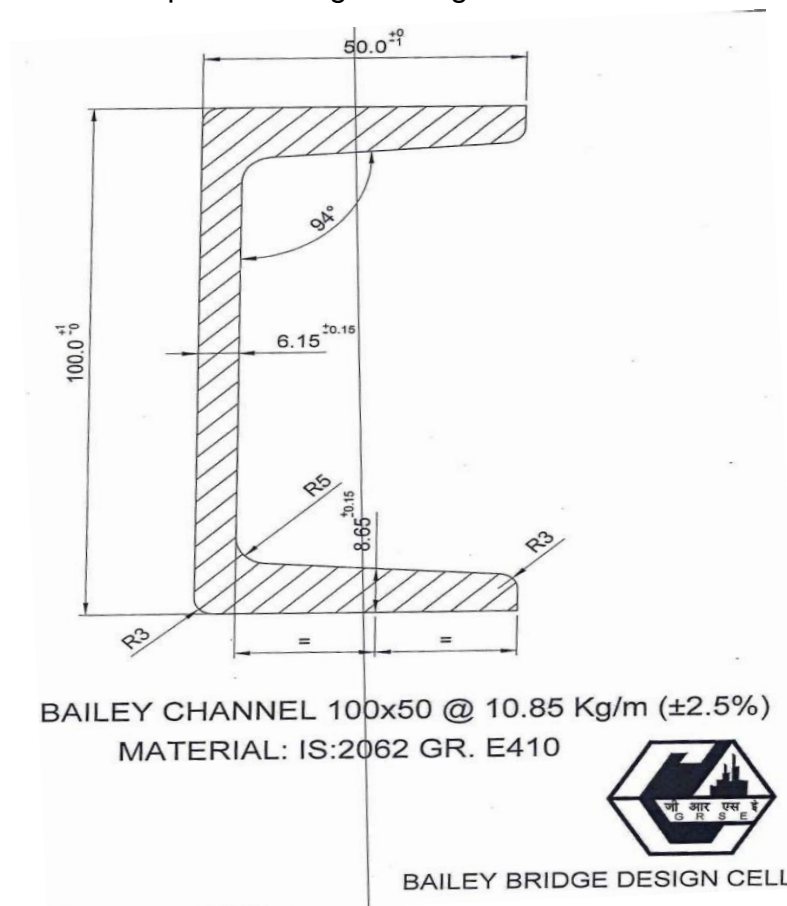
(b) Channel Dimensions:

(i) Length : 12,250 MM (± 50 MM) required. No multiple lengths accepted.

(ii) Web Thickness : 6.15 MM (± 0.15 MM)

(iii) Flange Thickness : 8.65 MM (± 0.15 MM)

(iv) Other tolerances as per following drawing:





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II. MATERIAL SPECIFICATION FOR CHANNEL ISMC 125x65 :

Material should conform to the following specifications:

- (a) **Description:** Channels ISMC 125x65 MM @13.1 Kg/m; Grade E410A as per IS 2062:2011.
- (b) **Length: 6150 mm (+ 50.00 mm / - 50.00 mm).** No multiple length accepted.
- (c) Other tolerance as per BIS/ IS:1852-1985.

III. MATERIAL SPECIFICATION FOR JOIST ISMB 250 X 125 :

Material should conform to the following specifications:

- (a) **Description:** Joist ISMB 250 X 125 MM @37.3 Kg/m; Grade E410A as per IS 2062:2011.
- (b) **Length: 11,100 mm (+50.00 mm / - 50.00 mm).** No multiple length accepted.
- (c) Other tolerance as per BIS / IS:1852-1985.

IV. MATERIAL SPECIFICATION FOR Steel Plate 76mm Thick :

Material should conform to the following specifications:

- (a) **Description:** Steel Plate 76mm Thick Grade E410A/BR (Semi/ Fully killed Hot Rolled Steel and normalized) as per IS 2062 – 2011.
- (b) **Size: 6300X1800X76 MM PLATE IS-2062 E410 A/BR.**
- (c) **Tolerances:** No Negative Tolerances and (+) 0.2 MM.
- (d) Impact Test at room temperature and value shall be not less than 25 J on an average.
- (e) UT as per ASTM A-578 Level B (IS:8791 CL-A)
- (f) Other tolerance as per BIS / IS1852-1985).

V. MATERIAL SPECIFICATION FOR Steel Plate 32 mm Thick

Material should conform to the following specifications:

- (a) **Description:** Steel Plate 32mm Thick Grade E410 A/BR (Semi/ Fully killed and normalized) as per IS 2062 – 2011.
- (b) **Size: 6300X2500X32 MM PLATE IS-2062 E410 A/BR.**
- (c) **Tolerances:** No Positive Tolerances and (-) 0.2 MM.
- (d) Impact Test at room temperature and value shall be not less than 25 J on an average.
- (e) UT as per ASTM A-578 Level B (IS:8791 CL-A)
- (f) Other tolerance as per BIS / IS1852-1985).



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2. **INSPECTION:**

Pre-dispatch inspection shall be carried out by GRSE (BB) (QA) at vendor's / manufacturer's premises/ rolling plant. Inspection of material to conform to the standardized inspection procedure for Steel by GRSE as enumerated below.

Standardized Inspection Procedure for Raw Material (Structural Steel) by GRSE

- i. Specified steel shall be sourced only from the Main/Primary production of the steel that are BIS certified.
- ii. Steel shall not be sourced from the producers who are in any way connected with manufacturing of steel through recycling of the steel scrap. Certificate to that effect would be enclosed.
- iii. Material shall be free from all types of defects i.e. internal flaw / lamination, rust, pitting, scales, bends, waviness, cracks, etc. and any surface defects i.e. concavity, out of square, camber & sweep etc. and comply as per IS:1852-1985.
- iv. The respective reference e.g. heat/cast no. shall be printed on the material.
- v. Samples are to be collected at supplier's premises from each lot based on their cast/heat/class of steel product for tensile, bend & impact test as per IS:2062 (Latest Rev.) including that for ladle analysis to be carried out for checking chemical composition.
- vi. Sampling from each lot @ 2 nos. per cast/heat or for a class of steel product irrespective of cast/heat size are to be collected for each type of test, as per IS:2062 (Latest Rev.).
- vii. All samples thus collected shall be marked, so that they are identifiable in future for reference to their respective lot, as & when required.
- viii. All tests, both physical & chemical, are to be done at any Govt. / NABL accredited laboratory acceptable to GRSE. The cost of testing shall be borne by the manufacturer/ seller.
- ix. The material shall be allowed to be dispatched, only when all measurements and all test results conforms to relevant IS specification requirements subject to their acceptance at GRSE on receipt.
- x. On receipt of material, GRSE can repeat the measuring/ testing procedure once again, before issuing inspection-cum-goods receipt note (ICGRN), at any Govt.



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approved test house or at QA Dept., of GRSE. The charges incurred in testing of samples for conforming to physical and chemical properties shall be borne by Vendor.

- xi. Final acceptance of material will only be issued in the form of ICGRN, after the material passes through all the measuring/testing procedure as explained above, including visual inspection for surface defect.
3. **TEST CERTIFICATES**: All applicable mill test certificates for billet / boom to be submitted along with purchase / delivery documents.
4. **SUPPLY QUANTITY**: As per Indent. Quantity Tolerance of +/- 5% for billing purpose. Weight of the supplied material mentioned in vendor's challan / invoice is final for GRN. However, in case of any deviation GRSE shall take up with Vendor.

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ANNEXURE – II

STANDARD TERMS & CONDITIONS (STAC)

1. INTEGRITY PACT (FOR THE VALUE OF CONTRACT MORE THAN RS.2.0 CR.)

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

“The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract”.

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM.

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/-. The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

2. MICRO & SMALL ENTERPRISE

i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.

ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.



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Web site: www.grse.in, E-Mail: yadav.rahul@grse.co.in

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- iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.
- iv. Above allocation of order will be done only if the tendered service is allocable.
- v. In addition, MSE firms will be entitled to avail the following benefits:
 - a) Tender Documents will be issued free of cost.
 - b) Earnest Money Deposit will be exempted.
 - c) In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.

3. EARNEST MONEY DEPOSIT (EMD):

- a) Interest free EMD amount of **Rs. 16,19,100/- (Sixteen Lakhs Nineteen Thousand One Hundred only)** is to be submitted in form of Demand Draft/ Pay order, payable at Kolkata and issued in favour of "Garden Reach Shipbuilders & Engineers Limited" by any Nationalized/Scheduled bank other than Co-operative Bank. Bidder(s) need to send the Demand Draft to GRSE Ltd., Bailey Bridge Unit, 61, Garden Reach Road, Kolkata – 700024, duly addressed to **General Manager (Bailey Bridge)** in the upper portion of envelope, within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the Part-I bid submission.
- b) EMD may also be submitted in the form of Bank guarantee with six months validity as per enclosed GRSE format of Bank guarantee, and is to be forwarded directly to GM (Finance), GRSE in banker's sealed envelope failing which same will not be accepted.
- c) MSE registered Firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption, a copy of the valid MSE certificate with its Annexure is to be scanned and uploaded as an attachment to the Part-I bid submission.
- d) MSE Registered Firm has to submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- e) GRSE reserves the right to reject the offer in case of non-submission of following documents in physical form before the tender due date:
 - i. EMD (in the form of Demand Draft/ Bank Guarantee)
 - ii. Valid MSE certificate.
 - iii. Integrity pact as per format prescribed in Annexure-3

4. SECURITY DEPOSIT (INTEREST FREE)

- a) Successful bidder will deposit an amount equivalent to the **5% (Five percent)** of the total contract value as interest free Security Deposit (SD) in the form of Pay



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Order/DD/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.

- b) If S.D is submitted in the form of B.G then same is to be forwarded directly to our Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- c) S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD which has to be certified by PL/Engineer-in-charge of GRSE through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.
- d) NSIC registered under single point may be exempted from depositing the security deposit. However, this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate / EM Part-II should cover the activity for which tender is issued.

5. PAYMENT TERMS.

- a) 100% Payment will be made within 30 days of submission of clear bill supported by ICGRN. Payment will be made through ECS only against submission of PBG as per GRSE format.
- b) However, in case a vendor chooses to keep 3% of the order value to be retained by GRSE as Performance Guarantee, the vendor should raise bill for 97% of the value of the materials supplied by the vendor. The retention money will be paid to the vendor as per performance guarantee clause, i.e., after 24 months from the date of ICGRN.

6. PERFORMANCE GUARANTEE.

- a. A Performance Guarantee of 3% of value of the order in the form of Bank Guarantee of any RBI scheduled Bank (Other than Co-operative Banks) as per GRSE's approved format will be furnished by the supplier within 2 weeks of first supply in case of order. This guarantee is to remain valid for the entire guarantee period of 18 months from the date of ICGRN.
OR
- b. Alternatively, 3% of value of the order will be deducted from each bill of the supplier & whole amount will be released after expiry of the guarantee period of 18 months from the date of ICGRN.



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7. LIQUIDATED DAMAGE.

For delay in delivery, Liquidated Damage (L/D) will be imposed @ ½ % per week or, part thereof on the undelivered portion of the materials, subject to max 5% of the total value of the order. Vendor should note that, in case any material is rejected on receipt at our stores before issue of ICGRN, the delivery date of the same will be considered on the date of actual successful replacement/ due-rectification of the concerned materials by the vendor.

8. WARRANTY/GUARANTEE PERIOD.

Material supplied are to be guaranteed for free replacement against defective material / workmanship for a period of 24 months from the date of delivery of final/ last/ closing consignment. Vendor will furnish 24 months Guarantee Certificate accordingly along with the supply.

9. RISK PURCHASE.

In case the progress of work is not found satisfactory and the contractor fails to maintain the delivery schedule, GRSE reserves the right to get the work done through alternative sources at the risk and cost of the contractor/vendor. GRSE may also terminate the contract and initiate Risk Purchase at any point of time if it is found that the Vendor has given incorrect/wrong/false declaration regarding its qualification criteria for obtaining the Contract, apart from its right to initiate other proceedings against the Vendor as per law”.

10. REPEAT ORDER.

GRSE reserves the right to place Repeat Order with 100% quantity, at same rate, terms & conditions, after satisfactory execution of the original order and requirement of GRSE within 12 months from the date of placement of PO under this NIT.

11. PRICE.

a. Price shall be discovered through **ONLINE REVERSE AUCTION (R.A) in GeM. ONLY THE TECHNO-COMMERCIALY VALID VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE ‘REVERSE AUCTION’ EVENT. THE DATE & TIME OF R.A SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**

b. Start bid price which shall be promulgated prior to commencement of reverse action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, packing & forwarding charge, freight and transit insurance.

c. **Prices should remain valid for 120 days from the date of Reverse Auction** and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

12. METHOD OF QUOTING.

a. Rate to be quoted per item, as per the price bid template in the form of Indian Rupees per piece.



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- b. L1 bidder to be declared for each item separately.
- c. Bidder can participate in individual line item also.

13. VALIDITY OF OFFER.

- a. Your offer **should remain valid for 120 days from the bid opening date** and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever
- b. The finalized price/ rate will remain **fixed till completion** & satisfactory execution of the entire contract from date of placement of PO/LOI with no escalation applicable, whatsoever.

14. TAXES & DUTIES.

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

15. PRE-QUALIFICATION CRITERIA: -

Pre-Qualification Criteria common for all bidders: -

- (a) Experience of supply / manufacture during last 5 years of steel sections similar to tendered items. (PO/Invoice copies & Performance Certificate from reputed customers to be enclosed at least 3 Govt./Semi-Govt. Orders of similar type of items in last 5 years).
- (b) Either OEM or their authorized distributor/ dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part A of offer to qualify participation by an authorized dealer/distributor/trader. **No re-rollers are allowed to participate in this tender.**
- (c) The bidder must have demonstrable experience of supplying similar sections of raw steel to any Central / State Govt. entity/CPSU/State PSU during the last 03 (three) years ending on the last day of month previous to one in which bids are invited.
- (d) The bidder must possess at least any one of the following documents that are required to be submitted by the bidder along with their Bid(s): -
 - (i) Successfully completed/executed at least 01 (One) Contract of Similar Works of value not less than Rs. 648 lakhs excluding GST.; OR
 - (ii) Successfully completed/executed at least 02 (two) Contracts of Similar Works each valuing not less than Rs. 404.78 lakhs excluding GST; OR
 - (iii) Successfully completed/executed at least 03 (three) Contracts of Similar Works each valuing not less than Rs. 323.82 Lakhs excluding GST.

“**Similar Work**” means Successfully completed delivery of dimensionally similar Raw Steel Sections in line with the tendered specifications herein.



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- (e) The bidder would need to furnish copies of LOI / Work Order and its/their corresponding Completion certificate (s) or any other documents substantiating the successful execution of the value of works done against each Contract of Similar Works submitted under qualifying criteria requirement for this Tender duly indicating the value and nature of works completed.
- (f) The average Annual Turnover of the firm for the last three years must not be less than **Rs. 3.00 Crores**. C.A. Certified copy of Average Annual Turnover of the firm in the last three years (FY 20-21, FY 21-22 & FY 22-23).

For New / Unregistered Vendors to submit the following qualification criteria in Part 'A' of the offer otherwise their offer will not qualify for further processing:

- (a) Submission of the constitution and status of the firm.
- (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
- (c) (d) Submission of PAN together with copies of Trade License, GST Registration Certificate.
- (e) Solvency Certificate from Banker (issued in/after FY 22-23) and copy of audited Balance Sheet and Profit & Loss Account for last three years.
- (f) Name, Address, Telephone & Fax No. of the bankers and the contact person of the firm.

***** New firm without above qualifying documents will be rejected straightway/ summarily.**

16. TERMS OF PRICE:-

Quoted Price must be F.O.R. GRSE, Kolkata basis. Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.

17. CONDITIONAL OFFER:-

No conditional offers will be accepted.

18. PART ORDER:- Not Applicable.

19. QUANTITY TOLERANCE:-

± 5% for billing purpose, weight of the supplied material mentioned in vendor's challan/invoice and weighment at GRSE yard or any other reputed weighbridge whichever is lower would be final and GRN would be issued by SSY based on lower weight basis.

20. FREIGHT/ PACKING & FORWARDING/ INSURANCE CHARGES: - To be borne by vendor, if any.



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21. ACCEPTANCE:-

It is binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason whatsoever. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser reserves the right to order 25% more / less of the total tendered quantity. The purchaser reserves the right to cancel the tender / order at any point of time without assigning any reason whatsoever. The purchaser also reserves the right to short close the order without assigning any reason whatsoever, in case delivery of total order quantity is not completed within the contractual delivery date.

22. CERTIFICATE:-

All relevant certificates are to be submitted as per respective SOTRs for Raw Steel Sections appended herewith (12 pages appended) along with the materials.

23. MODE OF DISPATCH:-

To be delivered to GRSE, Kolkata at Vendor's own cost on freight paid & door delivery basis.

The materials are to be suitably packed to avoid transit damage / pilferage.

Way bill:- E-way bill to be arranged by vendor's end, if required.

24. DELIVERY POINT:-

a) Materials are to be delivered to Steel Stock Yard, Bailey Bridge, GRSE 61 Park Unit, Kolkata as per direction of the Purchasing Point (i.e. BB Unit/GRSE).

b) If GRSE needs to take delivery on Ex-Work basis, same will be advised prior to delivery schedule and PO Rate will be amended with excluding the freight & insurance accordingly.

25. RIGHT TO INVOCATION OF BANK GUARANTEE:-

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

26. REJECTION:-

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material). Rejected items will have to be removed forthwith from the area within GRSE, otherwise these will be removed at the risk and cost of the supplier.

27. CANCELLATION OF ORDER / TENDER: -

In the event of progress being poor, GRSE reserve the right to cancel the order/tender without assigning any reasons and no cancellation charges will be paid to the firm on this account.



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28. **COMPLIANCE WITH LAWS:-**

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

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

30. In case of single part offer, GRSE reserves the right to reject the Technical offer of the bidder not confirming to the tendered requirement.

31. **GeM SELLER ID (Government e-Marketplace):-**

All the participants have to register in Government e Market place (GeM) and have to share the unique GeM Seller ID with their respective offer. If not indicating registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

32. **TReDS (Trades Receivables e-Discounting System) :-**

All the participants has to register in TReDS and has to share the TReDS registration number allotted by TReDS in their bids.

33. **SUBMISSION OF DOCUMENTS:-**

For late submission of original despatch documents / wrong documentation, demurrage / wharf age charges if incurred, shall be recovered from the supplier.

34. **SUBMISSION OF BILL:-**

Bill to be submitted with GST Invoice along with receipted copy of delivery challan, gate stamped receipt copy, clear GR [Goods Receipt Note of GRSE] and along with all relevant documents in a sealed envelope at bill receiving counters, addressed to ordering authority of Garden Reach Shipbuilders & Engineers Ltd., Kolkata.

35. Please super scribe the following on the top of envelope: -

(i) Purchase order no.,(ii) Vendor Code & (iii) Invoice / Bill no.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

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

37. **SPECIAL NOTE:**

a. If the service is found unsatisfactory in course of execution of the orders, GRSE will have the right to terminate the contract anytime as per STAC of GRSE.



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

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

39. **VENDOR REGISTRATION:**

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

40. **ASSIGNMENT:**

When an order is issued to a vendor/Contractor for execution of a particular job, the Contractor shall not subcontract the job/a part of the job without obtaining prior approval from the ordering authority and without intimation of the name and credentials of the concerned subcontractor. GRSE representative may visit any time the place of works of the vendor during execution of the order. Further prior written approval shall be required from the ordering authority/GRSE by the contractor for sub-contracting job work/part of work outside the premises of the Contractor.

41. **INDIVIDUALITY OF THE CONTRACT:**

This Contract should be treated as an individual contract and should not be related with other orders/contracts with GRSE, in respect of progress of work or, payment.

42. **MANDATORY CLAUSE:**

Non-disclosure agreement and non-competitive agreement to be signed (as approved) for executing this contract.

43. **SECURITY CLAUSE: -**

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 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 purchaser has to give an undertaking in favour of



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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.

44. **FORCE MAJEURE:**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events. In the event of Force Majeure condition existing at contractor's site on GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Strike/Riot/Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

45. **ARBITRATION:**

- a. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) of Garden Reach shipbuilders & Engineers Ltd. (GRSE Ltd in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- b. In the event the parties fail to mutually appoint a Sole Arbitration within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Kolkata under the provision of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitration 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 on re- enactment thereof for the time being in force.
- d. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointment by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court At Kolkata 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 Kolkata for appointment of a suitable Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.



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- f. Also in the event of an arbitration award is set aside by a competent court the parties may appoint a Sole Arbitration mutually or on failing to appoint a Sole Arbitration Mutually within the statutory period than either of the parties may file the application before the Hon'ble High Court Kolkata under the previous of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- g. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.
- h. The language of the proceeding shall be in English”.

46. **JURISDICTION:**

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

47. Unless otherwise mentioned all other terms and conditions will be as per General Conditions of purchase of GRSE.

48. **INSURANCE:**

The contractor / vendor shall cover all the materials with suitable insurance coverage during transit, at their own cost, as applicable.

KEY CONTACT PERSONS:-

Any query/ difficulty in understanding of SOTR or other technical Terms or difficulty in submitting / uploading of e-tender/ GeM Tender or for any system may be got clarified from the following persons, prior to submission of offer.

<u>Sl. No.</u>	<u>Contact Details</u>
1	Mr. Shibsundar Bala, DGM (Purchase, Prodn. & QA) Email id:- bala.shibsundar@grse.co.in Mob: 9903412098
2.	Mr. Sheikh Ahasan Behna; Manager (BB – Design & QA) Email id:- sheikh.ahasanbehna@grse.co.in Mob.: - 8981565375
3	Mr. Rahul Yadav, Dy. Mgr. (Purchase-BB) E- mail id:- yadav.rahul@grse.co.in Mob.: 9473895557

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ANNEXURE-III

INTEGRITY PACT

This Integrity Pact Agreement is executed thisDay of2023.

Between

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

and

M/s..... having registered office address _____ hereinafter referred to as "the Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for _____ (Job) 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 Bidder(s)/ or Contractors (s) in consideration of the Contract awarded to GRSE by Indian Navy, Government of India.

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 Principal 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 contact execution.



GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING - MINISTRY OF DEFENCE)

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Address: 61, Garden Reach Road, Kolkata-700 024

Phone: (033)2469-8100 to 8113, Extn: 200

Web site: www.grse.in, E-Mail: yadav.rahul@grse.co.in

CIN: L35111WB1934GOI007891

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

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

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

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

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



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

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

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

If the Bidder(s)/ Contractor(s) before award or during execution has/have 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 Bidders(s)/ Contractor(s) from the tender process or take action as per the extant procedure of the Principal.

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 has occurred for them 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



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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 violates its provisions.

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

If the Contractor obtains knowledge of conduct of a Bidder, Contractor or Sub-Contractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub Contractor 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 (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 its functions neutrally and independently. The Monitors report 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 its request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The same is applicable to Sub Contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) /Sub Contractor(s) with confidentiality.

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

5) As soon as the Monitor notices, or believes to notice, a violation of this pact, it will so inform the management of the Principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no



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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 it by the Principal and should the occasion arise, submit proposals for correcting problematic situations.

7) The 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 any provisions of this agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not be affected and shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.



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(For & On behalf of the Principal)

(For & On behalf of the Bidder/Contractor)

(Name, designation, official seal)

(Name, designation, official seal)

Place

Date.....

Witness 1

(Signature, Name & Address)

Witness 2

(Signature, Name & Address)

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ANNEXURE – IV

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

1. Non- Judicial Stamp Paper – Non-Judicial Stamp Paper of Rs. 50/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 50/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order/Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier/Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelope directly to General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited 43/46, Garden Reach Road. Kolkata–700 024 super scribing the word "BANK GUARANTEE".
4. No confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled/Nationalize Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks/Co-operative Bank/Regional Private Bank etc. and for those Guarantee, which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be the accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors/ deletions/ inclusions/riders etc, requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.

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ANNEXURE – V

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

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

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5. We Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only), and that this Guarantee shall remain enforce until its expiry on the (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the Guarantor shall be released and discharged from all liabilities thereof.

For Bank Limited
Dated the day of..... 2007.

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ANNEXURE - VI

FORMAT OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made this _____ day of _____ between _____ (hereinafter called "THE BANK") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE part and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "THE BUYERS") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS M/s _____ having its registered office at _____ (hereinafter called "THE SELLER") have accepted an order No. _____, from the Buyer for manufacture and delivery of _____ to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a BANK Guarantee comprising _____ % of the value of the order amounting to Rs. _____ (Rupees _____) only for the satisfactory performance of the items/equipments supplied against the said order at least for a period of _____ from the date of last supply, i.e. from _____. AND WHEREAS the seller has agreed to promised and the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank far and on behalf of the seller hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer without any demur upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand a sum or sums not exceeding in the whole of Rs. _____ (Rupees _____) only as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said order. Provided always it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to the Buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this presents shall not be impaired in any way by any extension of time variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the sellers and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulations contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT Bank's liability under this Indenture shall remain in full force from the date of



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issue of the Guarantee till _____ and is limited to a sum of Rs. _____ (Rupees _____) only.

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

Date

SEAL of the Bank

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ANNEXURE - VII

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT GUARANTEE BOND

(to be used by all scheduled banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/ 46, Garden Reach Road, Kolkata – 700 024 (hereinafter called “The Buyer”) having agreed to exempt M/s..... having its registered office at (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 Order, on production of a Bank Guarantee for Rs. (Rupees only), we, Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs. against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said order.

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 and conditions contained in the said order or by reason of the Party’s failure to perform the said order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

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

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Limited, certifies that the terms and conditions of the said order have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

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

5. We, Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing. 6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees) and that this Guarantee shall remain 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 aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For Bank Limited. Dated the day of 20.....

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ANNEXURE - VIII

BID SECURITY DECLARATION

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To
M/s. Garden Reach Shipbuilders & Engineers Ltd.
43/46, Garden Reach Road,
Kolkata – 700 024
Kind Attn: (Name & Designation of tender issuing officer)

Dear Sir / Madam,

We the undersigned declare that:

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

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

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

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

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

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

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

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

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ANNEXURE - IX

ACCEPTANCE FORMAT (MATRIX) OF SCOPE OF WORK/ SOTR (ANNEXURE-I)					
SUPPLY OF VARIOUS RAW STEEL SECTIONS FOR GRSE BAILEY BRIDGE PROJECT					
STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks
1. I (a)		1.IV. (b)		2 (ii)	
1. I. (b)(i)		1.IV. (c)		2 (iii)	
1. I. (b)(ii)		1.IV. (d)		2 (iv)	
1. I. (b)(iii)		1.IV. (e)		2 (v)	
1. I. (b)(iv)		1.IV. (f)		2 (vi)	
1.II. (a)		1.V. (a)		2 (vii)	
1.II. (b)		1.V. (b)		2 (viii)	
1.II. (c)		1.V. (c)		2 (ix)	
1.III. (a)		1.V. (d)		2 (x)	
1.III. (b)		1.V. (e)		2 (xi)	
1.III. (c)		1.V. (f)		3.	
1.IV. (a)		2 (i)		4.	
NAME					
DESIGNATION					
COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.:					
NOTE:					
<ol style="list-style-type: none"> 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 properly filled, signed and returned along with Bidder(s)r technical bid for considering Bidder(s)r bid. <u>Please indicate:</u> ACC- For accepted, NO – For not accepted and DEV – For deviation taken. Separate sheet to be attached for any deviation taken by Bidder(s). STACS clause numbers shown in the format includes the sub clauses under them also. 					

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GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING - MINISTRY OF DEFENCE)

Corporate Office Address: GRSE Bhavan, 61, Garden Reach Road, Kolkata – 700 024

Address: 61, Garden Reach Road, Kolkata-700 024

Phone: (033)2469-8100 to 8113, Extn: 200

Web site: www.grse.in, E-Mail: yadav.rahul@grse.co.in

CIN: L35111WB1934GOI007891

ANNEXURE – X

ACCEPTANCE FORMAT (MATRIX) OF STANDARD TERMS AND CONDITIONS (ANNEXURE-II)

SUPPLY OF VARIOUS RAW STEEL SECTIONS FOR GRSE BAILEY BRIDGE PROJECT

STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks
1.		17		33	
2.		18		34	
3.		19		35	
4.		20		36	
5.		21		37	
6.		22		38	
7.		23		39	
8		24		40	
9		25		41	
10		26		42	
11		27		43	
12		28		44	
13		29		45	
14		30		46	
15		31		47	
16		32		48	

NAME

DESIGNATION

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

NOTE:

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

-----XXX-----