Garden Reach Shipbuilders & Engineers Limited
गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
(A Govt. of India Undertaking Under Ministry of Defence)
(भारत सरकार का उपक्रम रक्षा मंत्रालय)

43/46 गार्डेन रीच रोड,
कोलकाता - 700 024

43/46 Garden Reach Road
Kolkata – 700 024

CIN NO.L35111WB1934GOI007891

Tender Document

For Procurement of
UNDERWAY CTD WITH SENSOR FOR ORV PROJECT

TABLE OF CONTENTS

Contents

NOTICE INVITING TENDER (NIT) 6
1. Two Bid Offers: 6
2. Date of Pre-Bid Meeting (if required): 6
3. Last date of Receipt of Tender on portal: 6
4. Date & Time of opening of Tender: 6
5. Description of Material (in brief): 6
6. Technical Specification & Scope of Supply: 6
7. Tender Download and Bid submission website: 6
8. Bid Currency: 6
9. Bid Security & Tender Fees Submission: 6
12. Indigenization: Bidder's attention is invited on *"Indigenisation"* of Terms and Conditions (TAC). 7
13. Contact Details for Queries: 7
14. Disclaimers and Rights of Procuring Entity 7
15. Portal and E-Tender Guidance: 8
ANNEXURE-I_INSTRUCTIONS TO BIDDERS 9
1. *Pre-Qualification Criteria/Document for* New / Unregistered (in GRSE) Vendors. 9
2. Two Parts Bid Clause: 9
3. Preservation, De-Preservation and Re-Preservation : 13
4. Acceptance Format: 13
5. Opening of Bids 13
6. Contract Negotiation 14
7. Date of Exchange Rate for conversion of Foreign bids to Indian Rupees for the purpose of comparison of various bids: 14
8. Determination of L-1 Bidder: 14
(a) Additional Parameters for Ranking of Bids & L-1 Determination: 14
(b) Loading for Deviations in Tender Terms and Conditions: 15
9. Award of Contract/Purchase Order/LOA. 17
10. Bid Modification: 17
11. Bid Rejection Criteria: 17
12. Benefits being accorded to the Micro & Small Enterprises Vendors regarding Implementation of Policies for Micro & Small Enterprises, 2012 19
13. INDEPENDENT EXTERNAL MONITORS (IEM): 22
14. Integrity Pact: 23
15. Familiarity with Indian Tax Laws and Regulations: 23
16. Right to Rejection: 23
17. Unsolicited Correspondence: 23
18. Pre-Bid Meeting: 23
19. Cost of Bidding 24
20. Corrigendum/Amendment to Bidding Documents 24
21. Language of Bid 24
22. Special Note: 24
23. Power of Attorney: 26
24. Correction of Errors: 26
25. Definition. 26
26. Registration Requirement (DPIIT) and Submission of Certificate: 27

27. Procedure for bidding, executing contract jointly by Foreign Principal Bidder/Supplier & Indian Consortium Partner and placement of order: 27
28. Banned or de-listed Contractors: 30
29. Validity of Offer: 40
30. Splitting of order and part Order: 30
31. Indigenisation. 30
17. Purchase Preference Policies of the Government 31
18. Right to Intellectual Property and confidentiality: 31
19. Disclaimers 32
ANNEXURE-II TECHNICAL SPECIFICATION AND SOTR 34
ANNEXURE - III (COMMERCIAL OFFER FOR INDIGENEOUS VENDORS) 35
ANNEXURE - IV (COMMERCIAL OFFER FOR FOREIGN VENDORS) 37
ANNEXURE-V BOQ TEMPLATE 39
ANNEXURE_VI TERMS AND CONDITIONS OF CONTRACT / PURCHASE ORDER 40
1. Definition applicable for Terms and Conditions: 71
2. Scope of Supply and SOTR: 40
3. Terms of Price/Delivery Terms: 40
4. Contractual Delivery Date (CDD): 42
5. Liquidated Damages: 47
6. Billing and Despatch Schedule of Supply Items: 48
7. Duty to Minimize Delay: ..... **Error! Bookmark not defined.**
8. Mode of Despatch: ..... **Error! Bookmark not defined.**
9. Consignee for Despatch: 62
10. Payment Terms: 42
11. Procedure for Submission of Service Bills (For Indigenous Bidder): ..... **Error! Bookmark not defined.**
12. Taxes & Duties: 54
(a) For Foreign Vendor: 59
(b) For Indigenous Vendors: 59
13. Bank Charges: 61
14. Security Deposit (SD)[Interest free]: 48
15. Performance Bank Guarantee (PBG): 49
16. General Rule of All Bank Guarantee: 49
17. Guarantee / Warrantee: 50
18. Inspection, Tests and Certification: 62
19. Packing Instructions: 62
20. PRESERVATION: 63
21. Way Bill/ Road Permit: (For Indigenous Vendors). ..... **Error! Bookmark not defined.**
22. Force Majeure Clause: 53
23. Defaults, Breaches, Termination, Risk Purchase and closure of Contract 54
23.2 Frustration of Contract 55
23.3 Closure of Contract 56
24. Technical assistance/Service Engineer: 63
25. Special Note: ..... **Error! Bookmark not defined.**
26. License, Permits & Certificates: 64
27. Progress Monitoring & Review Mechanism: ..... **Error! Bookmark not defined.**
28. Excess Payment clause ..... **Error! Bookmark not defined.**
29. Interest Clause 65
30. Part Supply / Part Payment: 65
31. Option Clause/Repeat Order: 65
32. Governing Jurisdiction and Compliance with Laws: 58

33. Arbitration: 56
1.1 A. ARBITRATION FOR DOMESTIC COMMERCIAL CONTRACTS 56
2.1 B. ARBITRATION FOR INTERNATIONAL COMMERCIAL CONTRACTS 57
34. Replacement for Rejection: 65
35. Marine and Inland Transit Insurance for direct import by GRSE: ..... **Error! Bookmark not defined.**
36. Inland Insurance for Indigenous Items ..... **Error! Bookmark not defined.**
37. Specific Instruction: ..... **Error! Bookmark not defined.**
38. Severability 66
39. Franking Clause: 66
40. Publicity & Advertising ..... **Error! Bookmark not defined.**
41. Base & Depot (B&D) Spares ..... **Error! Bookmark not defined.**
42. Product Support. 66
43. Fall Clause: 59
44. Insolvency: 66
45. Manufacturer's Recommended List of On Board Spares (MRLOBS) ..... **Error! Bookmark not defined.**
46. Recovery Adjustment Provision 67
47. Waiver 67
48. Agent of Overseas Suppliers in India and Agency Commission 67
49. Hindrance Register ..... **Error! Bookmark not defined.**
50. Payment Against Time-Barred Claims 68
51. Supply of Products strictly in accordance with the Drawings / Specifications mutually agreed 68
52. Assignment 67
53. Indemnification against claims arising for infringement of any patent / copy rights 68
54. Communication 69
55. Technological developments / innovations / modifications of Product ... **Error! Bookmark not defined.**
56. SECRECY: 69
57. Guidance to Purchaser to set-up testing, repair / maintenance facility 69
58. Examination of price: 69
59. Individuality of contract: 69
60. Custom Fine, penalty, Storage and Demurrage Charges 65
61. Air affreightment in case of urgency 69
62. Access to the Books of accounts. 70
63. Indemnification against damage by Supplier 68
64. Use of Undue Influence / Corrupt Practices: 70
65. Immunity of Government of India Clause 70
66. Restriction of information to media ..... **Error! Bookmark not defined.**
67. Contract Documents and Order of Precedence: 71
68. Order Acceptance. 71
ANNEXURE-VII (WORK DONE CERTIFICATE) 73
ANNEXURE-VIII FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT 74
ANNEXURE-IX NET LANDED COST CALCULATION FOR DETERMINATION OF L-1 BIDDER (ILLUSTRATIVE FORMAT) 76
ANNEXURE X_PROFORMA OF BANK GUARANTEE TOWARDS WARRANTY OBLIGATION AND SATISFACTORY PERFORMANCE 78
ANNEXURE-XI INTEGRITY PACT FORMAT 81
ANNEXURE-XII ECS FORMAT 89
ANNEXURE-XIII REGISTRATION (DPIIT) 90

ANNEXURE-XIV COLLABORATION AGREEMENT FORMAT 92
ANNEXURE-XV POWER OF ATTORNEY/OEM'S AUTHORISATION 96
ANNEXURE-XVI INDIGENOUS AND IMPORT CONTENT FOR INDIAN SUPPLIER/BIDDER 98
ANNEXURE - XVII (TECHNICAL OFFER) 99
ANNEXURE-XVIII (FORMAT FOR SUBMISSION OF HSN CODE, TAXES AND DUTIE, QUOTED OR NOT) 100
ANNEXURE XIX FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY 101
ANNEXURE-XX OFFER FOR B&D SPARES IN APPROVED ILMS FORMAT 103
ANNEXURE-XXI NO CLAIM CERTIFICATE 106
ANNEXURE-XXII TERMS AND CONDITIONS - COMPLIANCE 107
ANNEXURE-XXIII MODEL CLAUSE/ CERTIFICATE TO BE INSERTED IN TENDERS ETC. W.R.T ORDER (PUBLIC PROCUREMENT) 108
ANNEXURE-XXIV FORMAT FOR ADVANCE/STAGE/MILESTONE PAYMENT BANK GUARANTEE 111
ANNEXURE-XXV Public Procurement (Preference to Make in India) Policy. ..... **Error! Bookmark not defined.**

NOTICE INVITING TENDER (NIT)

NCM/IMP/RKS/OT/UNDERWAY CTD SENSOR/ORV/ET-3494

(*Instructions to Bidders is placed at Annexure I*)

Garden Reach Shipbuilders & Engineers Limited, through the Head of Procurement of the Procuring Entity, in the Procuring Organisation invites bids from reputed international manufacture of Underway CTD for entering into a contract for the supply of UNDERWAY CTD WITH SENSOR FOR ORV PROJECT. All Annexures of this document is part of tender document.

1. **Two Bid Offers:**
   Offers are invited in two bid system through GRSE e-procurement mode as per specification & scope mentioned in **Annexure "II"**.

2. **Date of Pre-Bid Meeting (if required): NA**

3. **Last date of Receipt of Tender on portal: 14-08-2026, 12.00 Hrs. (IST)**

4. **Date & Time of opening of Tender: 17-08-2026, 14.00 Hrs. (IST)**

5. **Description of Material (in brief): UNDERWAY CTD WITH SENSOR**

6. **Technical Specification & Scope of Supply: As per enclosed Annexure II.**

7. **Tender Download and Bid submission website: https://eprocuregrse.co.in**

8. **Bid Currency:**

   (a) Price quotation currency for Foreign Bidder/Vendor shall be any one of following currency. Bidder to select any one of the following currency during submission of their Price Bid and same shall be mentioned in their Techno commercial Bid (Part-I).

   (i) INDIAN RUPEES (INR)
   (ii) US Dollar (USD) or EURO or GBP
   (**Note: Currency may vary depending on type of material**)

   (b) Price quotation currency for Indian Bidder/Vendor shall be INDIAN RUPEES (INR) **only.**

9. **Bid Security & Tender Fees Submission:**

   (a) **Interest Free Earnest Money Deposit (EMD) : INR 20,00,000/-**
   (b) **Tender Fees:** NIL

10. **Benefits Accorded To MICRO & SMALL ENTERPRISES (MSEs) VENDORS**. Certain benefits are available for MSEs in accordance with the policy of the GoI and GRSE. Please refer the relevant T&C for details.

11. **Public Procurement (Preference to Make in India) Policy.** NOT APPLICABLE

12. **Indigenization:** NOT APPLICABLE

13. **Contact Details for Queries:**

In case of any clarifications regarding tender condition/TSP/specification, bidders are requested to contact the following person, before the closing date of the tender.

(a) In case of any clarifications regarding SOTR and STC, bidders are requested to contact the following person.

Sl No.	Name	Designation	Email Address	Contact No.
(i)				Board No. (91)+33-2469-1177/1188/4316/4860/4861
(ii)				Board No. same as above MOB. +91-9163361887

(b) In case of any clarifications regarding Commercial Terms and Conditions, bidders are requested to contact the following person.

Sl No.	Name	Designation	Email Address	Contact No.
(i)	Mr. Rajen Kumar Saha	MGR(IMPORT)	saha.rajen@grse.co.in	Board No. (91)+33-2469-8100 to 8114

(c) In case of any clarifications regarding DSC and online bid submission, bidders are requested to contact the following person:

Sl No.	Name	Designation	Email Address	Contact No.
(i)	Mr. Saraswat Palit	SM(NCM)	Palit.Saraswata@grse.co.in	Board No. (91)+33-2469-8100 to 8114 MOB: 9903779626

14. **Disclaimers and Rights of Procuring Entity**

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

a) reject any or all of the Bids, or
b) cancel the tender process; or
c) abandon the procurement of the Goods; or
d) issue another tender for identical or similar Goods

15. **Portal and E-Tender Guidance:**

(a) Registration in GRSE e-portal is mandatory to participate in all GRSE e-tenders.

(b) Procedure for registration to Final bid submission is available on the right corner of e-portal home page (https://eprocuregrse.co.in) vide link “Bidders Manual Kit”. Bidder may download manual kit for detail procedure. The brief for registration in GRSE e-portal link - mentioned below,

(i) Go to the URL / Link : https://eprocuregrse.co.in

(ii) On that page go the “online bidder enrolment” link (just below “login” bottom right side of the page).

(iii) Do the registration process complete, (filling the details of registration form)

(iv) Generate your password from Forgot or Generate password in Home page

(v) Signing the DSC (Digital Signature Certificate) with the login and password.

16. Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.

ANNEXURE-I_INSTRUCTIONS TO BIDDERS

THE INSTRUCTION TO BIDDER IS MANDATORY AND BINDING TO ALL BIDDERS.

1. *Pre-Qualification Criteria/Document for* New / Unregistered (in GRSE) Vendors.

REFER SOTR (ANNEXURE-II). BIDS ARE SOUGHT FROM REPUTED INTERNATIONAL MANUFACTURES HAVING PROVEN EXPERIENCE TO SUPPLY THIS PRODUCT.

2. Two Parts Bid Clause:

(a) Bids are required to be submitted in **TWO parts** (Techno-Commercial bid & Price bid) in **e-procurement mode** through our website (https://eprocuregrse.co.in) wherein tender documents (all Data Sheets, SOTR, Annexures etc. forming part of tender) are available for download. Bidders need to download tender documents from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Bidders are required to obtain individual Digital Signature Certificate (DSC) from concerned department/authorise agency of Indian Government in order to participate in the GRSE e-tender. Bidders are to submit their bids in the prescribed template in the e portal by using their DSC before due date and time. Foreign bidder is to obtain DSC from Indian Competent Authority through their Indian representative. Foreign bidder may contact Indian Embassy in their country for getting assistance to acquire DSC. All pages of the bids, supporting documents etc. are to be signed by authorized signatory in each page and company seal should be affixed on each page.

(b) It may also be mentioned in the context that the purchase / procurement of goods should preferably be made directly from the manufacturer. Either the Indian agent on behalf of the foreign principal or the foreign principal directly can bid /participate in a tender but not both. In case of bid submission by Indian agent on behalf of principal, original authorisation certificate is required to be submitted to GRSE within 7 days of last closing date of bid. In the absence of submission of original authorisation certificate, bid is liable for rejection. For detail please refer “AGENT OF OVERSEAS SUPPLIERS IN INDIA AND AGENCY COMMISSION” clause in Special Commercial Terms and conditions (Annexure-VI).

2.1 Part I Bid (Techno-Commercial bid):

It must contain only technical & commercial points and must not contain any price. The bidder shall ensure following are essentially included in the Part-I bid:

(i) Authority/Power of Attorney to sign the bid as per Annexure-XV.

(ii) Certificate regarding sharing of Land Border (Refer clause 26 of Annexure-I AND Annexure-XIII)

(iii) Certificate regarding Minimum Indigenisation/Local Content to be achieved by Bidder:-

The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. Please mention local content in percentage in letterhead document. Refer Annexure-XXV regarding this clause.

(iv) **Acceptance Matrix of Terms & Conditions (T&C) [Annexure- XXII]**

Note: Bidders are requested to select their Acceptance or Non Acceptance of each para of clause from Drop Down list. In case of Non Acceptance, the bidder is required to give details of deviation along with justification in Deviation column of respective worksheet of excel file.]

(v) The Signed and Stamped Integrity Pacts (if applicable) as per Annexure-XI.

(vi) Blank rate sheet indicating quoted/not quoted against each line item, HSN Code, tax percentage, type of GST and FE content percentage details (as per the format Annexure XVIII).

(vii) Commercial Offer as per Annexure-III & IV.

(viii) Technical offer as per Annexure- XVII

(ix) Bid Validity Date

(x) TSP / SOTR Compliance Matrix (as per Annexure-XXII) / Deviation form (i.e. Clause wise acceptance / deviations to the clauses of the TSP / SOTR) duly signed by the authorized signatory.

(xi) Order copies & their work completion certificates with reference to the items/services similar to the tendered requirement. The document shall be notarized by Public Notary (authorized by Government of Exporting Country for foreign bidders). For Foreign Bidders, the documents shall additionally be verified and signed by Embassy of India in Exporting Country.

(xii) Confirmation of having read and understood the instructions to the bidder.

(xiii) On Board spares (OBS) list for each ships set in excel format (ILMS Format) for (01) one year as well as for (02) two years exploitation period as per TSP(if applicable). Refer Annexure-XX.

(xiv) Undertaking for product support as per TSP.

(xv) If Service Component exists in an offer from a foreign vendor, then Tax Residency certificate (TRC) and PAN Card should be submitted with Part I offer. For Foreign

Bidders, the documents shall additionally be verified and signed by Embassy of India in Exporting Country.

(xvi) Bank details for payment by RTGS/NEFT in the ECS format (Annexure-XII) enclosed.

(xvii) Bidder shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of projects executed by them. In case any such adverse report/remarks exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

(xviii) Port of shipment (applicable for foreign bidder)

(xix) Bidder contact details (name of person, designation, phone number, email id, mobile number, detail address)

(xx) The bidder shall submit tentative list of Imported Items and Indigenously manufactured (in India) items along with their percentage of total basic price of materials in their Part-I bid. No price shall contain in this list.
[Note: In case of any doubt in understanding, Bidder must get it clarified from Tenderer]

(xxi) An undertaking in their letter head in favour of GRSE that in the event of any breach of Secrecy clause of STACs (clause no. IN 111 of Indigenous STACs or clause PE-111 of Import STACs), they would make good of any loss /cost/damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

(xxii) Bidder must mention whether Registered Dealer, Un Registered dealer or Composition dealer [Refer Taxes & Duties(GST) clause of Special Terms and Conditions].

(xxiii) Whenever supply of equipment, spares are made in lots/consignments, the number lots/consignments and delivery schedule are to be mentioned in Part-I bids. Refer “Billing and Despatch schedule” clause and “Contractual Delivery Date” clause of special terms and conditions.

(xxiv) Services of Engineer’s cost break in percentage for each of the activity as per TSP, if any, is to be indicated in Part-I bid. Please note that prices are not to be mentioned in Part-I bid. Refer clause 7(c) [Technical Assistance/Service Engineer].
[Note: In case of any doubt in understanding, Bidder must get it clarified from Tenderer]

(xxv) List of Shelf Life Items with their shelf life period

(xxvi) Declaration that Bidder have complied with “Anti- profiteering clause’ under GST Law. Refer clause 8(b)(iii) of Special Terms and Conditions [Taxes & Duties clause]

(xxvii) Bidder to indicate the De preservation and Re Preservation schedule and time gap between two consecutive preservation period in Part-I bid. Refer clause no. 17 (regarding

De-Preservation and Re-Preservation) of Special Commercial Terms and Conditions (Annexure-VI) of NIT.

(xxviii) OEM Certificate as per Special Note of Special Commercial Terms and Conditions.

(xxix) Notice period for postponement of delivery of equipment after Contractual Delivery Date. Refer clause no. 3(f) of Special Commercial Terms and Conditions (Annexure-VI) of NIT.

(xxx) BASE & DEPOT(B&D) spares list for each ships set in excel format (ILMS Format) for (05) five years as per TSP(if applicable). Refer Annexure-XX.

(xxxi) Information as per "Packing Instruction" clause of Special Commercial Terms and Conditions (Annexure-VI)

(xxxii) All other Documents/information sought elsewhere in SOTR and Commercial Terms & Conditions.

Note: Compliance to particular para/serial in the compliance shall imply compliance to all section and sub sections under that para/serial.

2.2 **Part-II Bid(Price bid/Item Rate BOQ)**:

Price bid/Item Rate BOQ (containing only price). Price Bid/Item Rate BOQ opening shall be intimated to bidders whose techno commercial offers are accepted by GRSE .Price Bid needs to be filled up in the given price bid/ Item Rate BOQ format only. Refer Annexure-V (BOQ). Bidder must quote following in Part-II bid:

(i) Price against all individual line items of 'Price Bid/ Item Rate BOQ'. Price quotation currency for Indian Vendor shall be **INR only. Please also note that Indian Supplier/Bidder shall quote Basic Price of material/goods (price excluding Taxes and Duties) on "FOR KOLKATA GRSE" basis in "BOQ" template. Indian Bidder shall indicate Taxes and Duties in Part-I bid only. Price for Services for the purpose of Installation, STW, HAT, FMT, SAT, Commissioning. Training etc are to be quoted on Lump sum basis in template of "Item Rate BOQ" or Part-II bid. Please also refer Taxes & Duties clause of Special Commercial Terms and Conditions of this NIT. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding, local conveyance, food & incidentals, communication system, medical, insurance, personal Indian Income tax, all incidental charges etc. for each activity as per TSP**.

(ii) Warranty extension charges for 2 years from original date of expiry of of Main equipment and OBS for 1 Year on per annum basis.

(Note:- The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE. Placement of PO for Warranty Extension is exclusively rights of Buyer, not obligation of Buyer).

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

3. Preservation, De-Preservation and Re-Preservation :

(a) Bidder must quote Price of Equipment taking into account initial preservation of Equipment by OEM for a period (effective from date of delivery) mentioned in SOTR. If no Preservation period is mentioned in SOTR, initial preservation of Equipment shall be 24 months from actual date of delivery.

(b) All activities undertaken on machinery/systems based on manufacturer's recommendation up to time of delivery is to be recorded and thereafter recording to be handed over to Buyer prior to delivery of Equipment.

(c) A suitable "Preservation Record Book" is to be supplied by the Seller to enable recording of all preservation activities. Book must also highlight the preservation activity already undertaken and are to be taken over a period of 48 months from date of supply.

4. Acceptance Format:

The Acceptance formats 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 vendor. This is to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the e-tender. The following is to be complied:-

(a) The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear acceptance statement, it will be assumed that the material supplied will meet the requirements in full.

(b) No conditional offer and hard copy of offer will be accepted.

(c) **Tender must contain offers/response for all line items**.

Note: Compliance to particular para/serial in the compliance/acceptance matrix shall imply compliance to all section and sub section under that para/serial.

5. Opening of Bids

5.1 Part I Bid (Techno-Commercial bid) Opening:

First, Part I Bid (Techno-Commercial bid) shall be opened online at appointed date and time.

5.2 **Part-II Bid(Price bid/Item Rate BOQ) Opening:**

Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online. The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Purchaser on the e-tender portal.

6. Contract Negotiation

(a) Technical and Commercial Negotiation shall be conducted by GRSE on as required basis after opening of Part I Bid (Techno-Commercial bid) and before opening of Part-II Bid(Price bid/Item Rate BOQ). Bidder must note that negotiation shall normally be conducted for those terms and conditions which are not agreed by Bidder in their bid documents.

(b) Price Negotiation shall be conducted by GRSE on as required basis after opening of Part-II Bid (Price bid/Item Rate BOQ).

(c) During evaluation of bid, the Buyer may, at his discretion, ask the Bidder for clarification on his bid. No clarification on the initiative of the bidder will be entertained after last closing date of bid.

7. Date of Exchange Rate for conversion of Foreign bids to Indian Rupees for the purpose of comparison of various bids:

"All foreign bids will be brought to a common denomination in Indian Rupees by adopting exchange rate available in RBI website on the tender closing date for the purpose of comparison of various bids. If the date of closing the tender happens to be holiday or non-transaction day, the exchange rate on the immediate previous working day will be adopted"

8. Determination of L-1 Bidder:

(a) Additional Parameters for Ranking of Bids & L-1 Determination:

Ranking of bids for L-1 determination shall be done considering following parameters:

(i) The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.

(ii) Warranty extension charges for 1st and 2nd year starting from original date of expiry of Main equipment, OBS etc. (Refer Warranty clause no. 15 of this Special Commercial Terms & Conditions).

(Note:- The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)

(iii) Loading factors as applicable as per para (b) of this clause.

(iv) Standard GRSE's Marine Freight, Insurance charges, Landing charge, port handling charge, Local transportation charge etc. and /or other charges shall be loaded on the FOB /FCA/EX Works Price (as applicable) to ascertain Landed Cost at GRSE. The custom, port handling charges, Landing charges and local transportation from Port to GRSE shall be 1% of FOB price.

(v) Taxes and duties, if no input Tax Credit is available to GRSE, is cost for GRSE.

(b) Loading for Deviations in Tender Terms and Conditions:

The bid is liable for rejection, if terms and conditions stipulated in NIT documents are not accepted by bidder [Refer Liable for Bid Rejection criteria {9(b)} in Instruction to Bidder]. In case the techno commercial bid is accepted by GRSE, the loading in Price Bid for deviations (taken by bidder) to tender terms shall be carried out as per following guidelines for the purpose of ranking of financial bid and L-1 determination:

(i) 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%, or 6% whichever is higher thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% or 6% whichever is higher in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.

(ii) Delivery of the Goods: The Bidder is required to offer bid as per the Delivery/Price Terms of this NIT. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded.

(iii) 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.

(iv) 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 5% 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.

(v) Deviation in respect of the period of warranty/guarantee 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.

(vi) Variation (with respect to NIT clause), regarding the quantum of Security Deposit or Contract Performance Guarantee, whether by way of Bank Guaranty or by way of Demand drafts is not necessary to be loaded when the deviation is treated as Bid Rejection Criteria. If it is not a bid rejection criteria, the variation shall be normalized by loading the quoted price with the quantum of variation.

(vii) In respect of the requirement (with respect to NIT clause) for furnishing Bank Guarantee for Equipment Performance (specified number of months from date of supply or specified number of months from the date of commissioning of equipment or specified number of months from commissioning of ship whichever is earlier), the question of loading factor does not arise when the non-compliance is a bid rejection criteria. If it is not a bid rejection criteria, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.

(viii) Refer Taxes and Duties clause for Foreign Bidder in Annexure-VI. If foreign bidder does not agree with deduction of withholding tax from their service bills, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.

(ix) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price be shall also be loaded appropriately (as decided by GRSE based on deviation taken by Bidder)) in order to bring price bids of all qualified bidders at par and for L-1 determination.

(x) The above loading is only for bid ranking (L-1 determination).

(xi) Sample Landed Cost Calculation and L-1 Bidder Determination is placed at Annexure-IX

(c) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.

(d) L-1 bidder shall have to mandatorily match the lowest price [excluding optional (Delivery post postponement charge, warranty extension charge, re-preservation charge) taxes & duties and loading factor] of all bids. Considering the requirements being time critical, the bidders are normally required to confirm compliance within ten calendar days failing which Buyer reserves right to declare bidder as non-responsive and proceed further with procurement.

(e) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny /CNC/TNC meeting.

(f) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids.

However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

(g) Price quoted for B&D shall not be considered for L-1 determination.

9. Award of Contract/Purchase Order/LOA.

The Contract/Purchase Order/LOA shall be awarded to Bidder whose bid is technically, commercially and financially (price wise) acceptable to Purchaser without prejudice to other terms and conditions of NIT and tender documents.

10. Bid Modification:

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

11. Bid Rejection Criteria:

(a) Categorical rejection criteria**:**

(i) Bid received other than through e-portal in case of E-tender.

(ii) Bidder not agreeing to accept Integrity Pact(IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.

(iii) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.

(iv) EMD not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority.

(v) Tender/Contract of firm declared Bankrupt will not be considered as valid Tender/Contract.

(vi) Non Submission of the Certificate by Bidders (Refer clause 26 below)

(b) Liable for rejection criteria:

(i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.

(ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.

(iii) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.

(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 GRSE/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 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) Any deviation sought, which is not accepted to GRSE.

(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 confirm 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) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.

(xvii) Bidder does not agree to provide warranty extension.

(xviii) Bidder does not quote for all line items where it is mandatory to quote as such.

(xix) Bidder not complying the GRSE's indigenisation policy or Preference to Make in India policy.

(xx) 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.

(xxi) Any deviation is sought which are not acceptable to GRSE.

(xxii) In case the competent authority of GRSE does not approve for acceptance of revised bid as requested by vendor in MOM of TNC/CNC due to any reason(s), the vendor(s) is to be intimated along with notice for price bid opening, that their request for submission of revised bid had not been accepted and their offer may be deemed as disqualified on this ground.

(xxiii) Techno commercial Bid(Part-I) containing price of any item

12. Benefits being accorded to the Micro & Small Enterprises Vendors regarding Implementation of Policies for Micro & Small Enterprises, 2012

(a) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises.

(b) Document, Entrepreneurs Memorandum (EM Part-II)/NSIC Certificate/Udyog Aadhar Memorandum (UAM) for manufacture/supply of concerned equipment/item/materials, must be submitted along with the offer for such purpose to claim the benefit.

(c) Following facilities/benefits will be given to MSEs :-

(i) Issue of Tender Sets free of cost.

(ii) Exemption from payment of Earnest Money Deposit.

(d) Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. **The vendors registered with NSIC** certificate (up to specified volumes/Monetary Limit for the offered items) **under single point registration for manufacture/supply of concerned equipment/item, will additionally be exempted from submitting the security deposit upto the monetary limit for which the unit is registered (value of purchase order).**

(e) NSIC Registration certificate (up to specified volumes/Monetary Limit for the offered items) must be valid as on due date of tender opening and Technical Bid should be accompanied with a copy of valid NSIC Registration Certificate certificate (up to specified volumes/Monetary Limit for the offered items) to consider bidder for exemption of EMD.

(f) NSIC registration should be for the product /service for which the tender is floated(product group or class of product).

(g) GRSE also reserves the right to verify and accept the offer accompanied with a copy of NSIC Certificate online checking of NSIC Single Point Registration.

(h) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.
To avail this purchase preference, submission of EM-II/NSIC/UAM certificate is mandatory failing which the benefit will not be accorded.

(i) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 20% of the order value equally.

(j) In case the MSE is owned by SC/ST owners then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs.

(k) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises. **To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted by bidders along with the Part-1 offer.**

(l) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, whether benefit related to SC/ST owned MSE is to be accorded only if the majority partner (i.e. holding 51% shares or above) is an SC/ST.

(m) The percentage of procurement of goods and services from MSEs will be at least 25% of the total annual procurement.

(n) A minimum of 3% reservation will be provided for MSEs owned by women entrepreneurs out of the above 25% reservation.

(o) 15% ADVANCE PAYMENT TO MICRO & SMALL ENTERPRISES AND START-UPS.

(Applicable for tender value upto Rs. 10 Lakhs)

(i) Tender enquiries will stipulate the clause that "MSEs and Start-Ups will be given 15% interest-free mobilization advance against a bank guarantee from a nationalized bank".

(ii) The value of the bank guarantee will be 15% of the value of the purchase order exclusive of taxes and duties.

(iii) The duration of the bank guarantee will be the time period of execution of the purchase order i.e. time from date of placement of purchase order till the date of last delivery.

(iv) This will be applicable only to manufacturers / material suppliers and not service providers.

(v) This will be applicable initially to tender values within Rs. 10 lacs.

(vi) As a precautionary measure, this will be applicable to tender enquiries issued to MSEs and Start-Ups for stock and non-critical ship building items.

(vii) To preclude any price advantage to MSEs, interest part (on mobilization advance amount for entire contract execution period) shall be loaded on the quoted price of MSEs vendors, who are availing mobilization advance, for arriving L-1 price during L-1 determination. The prevailing Base rate/MCLR rate of Reserve Bank of India as on tender closing date shall be used for interest calculation.

10.1 Frequently Asked Question in regard to MSE Policy:

a) What is the share of procurement from MSEs out of the total procurement made by Central Government Ministries / Departments / Public Sector Undertakings?

Under amended Public Procurement Policy for MSEs, Order 2012 a minimum 25 per cent share out of the total procurement by Central Government Ministries / Departments /Central Public Sector Undertakings are to be made from MSEs.

b) Whether there is any reservation for MSEs owned by SC/ST entrepreneurs?

Yes, out of 25% target of annual procurement from MSEs, a sub-target of 4% is earmarked for procurement from MSEs owned by Scheduled Caste (SC) / Scheduled Tribe (ST) entrepreneurs and 3%from MSEs owned by women entrepreneur. However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and 3% earmarked to women entrepreneur will be met from other MSEs.

c) Whether MSE quoting price within price band L1 + 15 % could be given complete supply to tender in case tender item is non-splitable / non-dividable?

In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full / complete supply of total tendered value to MSE, considering spirit of policy for enhancing the Govt. procurement from MSE.

d) Which are MSEs owned by SC / ST enterprises?

Definition of MSEs owned by SC / ST is as given under:

i. In case of proprietary MSE, proprietor(s) shall be SC /ST.
ii. In case of partnership MSE, the SC / ST partners shall be holding at least 51% shares in the unit.
iii. In case of Private Limited Companies, at least 51% share shall be held by SC / ST promoters.

10.3 The following clauses, related to Micro & Small Enterprise (MSEs), are part of this tender.

a) The 'public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circular 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.
c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

13. 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.

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

(Note:-In case of any change in IEMs, it will be informed to bidders accordingly.)

14. Integrity Pact:

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. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The Integrity Pact shall be in Non-Judicial Stamp Paper and notarized by Public Notary (authorized by Government of Exporting Country for foreign bidders).

15. Familiarity with Indian Tax Laws and Regulations:

Bidders shall be familiar with various tax laws and regulations in India for effecting Design, Material Supply, Erection and Commissioning (entire scope of work as per SOTR) such as Income tax, GST, Custom law and other levies etc.

16. Right to Rejection:

(a) Notwithstanding anything contained in this tender Document, GRSE reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without assigning any reasons, and without thereby incurring any liability or any obligation for such acceptance, rejection or annulment to inform the affected bidder or bidders of the grounds for GRSE's action. GRSE reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. GRSE reserves the right to reject any offer if the Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.

17. Unsolicited Correspondence:

After submission of quotation/bid, no unsolicited correspondence will be entertained.

18. Pre-Bid Meeting:

(a) The bidder or his official representative is advised to attend a Pre-bid meeting which will be convened at the office of General Manager (Commercial)) at GRSE. The meeting shall be attended by techno-commercially competent senior representative(s) of the bidder duly authorized.

(b) The purpose of the meeting will be to clarify or address doubts / suggestions, modifications, if any on the bid document and to address queries on any issues that may be raised at that stage.

(c) All bidders are advised to study the bid document thoroughly and come prepared. The compilation of all clarifications sought / queries raised during the pre-bid meeting and its replies shall be furnished to all bidders vide a corrigendum.

(d) Any modification of the tender documents which may become necessary as a result of the Prebid meeting shall be made by GRSE exclusively through the issuance of a Corrigendum.

(e) The amendment will be notified only on GRSE/Govt websites and no separate paper advertisements will be issued.

(f) Prospective Tenderers shall submit their queries, if any in connection with the Tender, in writing by email at the earliest to enable GRSE to clarify the same. The last date of submitting the queries is 2 days prior to the pre-bid meeting date.

19. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Buyer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

20. Corrigendum/Amendment to Bidding Documents

The corrigendum/amendment to bidding documents will be posted on the e-tender portal only for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.

21. Language of Bid

The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Buyer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of interpretation of the Bid such translation shall govern.

22. Special Note:

(a) The system time (IST) displayed on e Tendering webpage shall be considered as the reference time for all transaction and no other time shall be taken into cognizance.

(b) Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e tendering system well before the closing date and time of bid.

(c) Purchaser does not take any responsibility in case bidder fails to upload the documents and submit bid in the portal within specified time.

(d) Bidders are requested to provide correct/latest “e-Mail address” and “Mobile No.” for receiving updates related to e tender from time to time.

(e) All Original documents, wherever original documents required to be submitted, shall be submitted to GRSE's office in physical form (by courier or post) within 07 days of Last Date of Bid submission. Purchaser will not be responsible for any postal delay / non receipt of bid on any account of loss in transit.

(f) Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser ***from India*** (indigenous supply) as per Reserve Bank of India rules. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser.

(g) In the case of tenders floated in newspapers/journal, all corrigenda, addenda, amendments and clarifications to tender specifications will be hosted in the website only and not in the newspaper/journal. Bidder shall keep themselves updated with all such developments from GRSE web site till the last date and time of submission of tender.

(h) Clarification Regarding Contents of the RFP: A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of closing of the Bids. Clarification request received later than 14 days prior to date of closing of bid shall not be entertained. Bidder must note that Buyer are not obliged to reply for all clarification sought by Bidder.

(i) Unwillingness to quote:

(Applicable for Limited/Single Tender Enquiry)

Bidder unwilling to quote should ensure that intimation to this effect reaches before the due date and time of bid submission, failing which the defaulting bidder may be de-registered for the range of items in this RFP, as per the policy in vogue.

(j) Bids of debarred/blacklisted firms will not be considered for evaluation.

(k) During Technical and / or commercial negotiation in case the participating vendors indicate the need of submission of revised price bid but the same is not acceptable by competent authority in due course, GRSE reserves the right to consider such bid(s) to be disqualified on this ground under intimation to the relevant vendor(s) before price bid opening.

(l) Bidder are to forward confirmation on all Commercial and Technical points for acceptance of their offer in tender data sheet.

(m)In case your offer is not submitted in two separate given data sheet, the same is liable to be rejected. Bidder is to quote for full quantity, else bidder's offer may not be considered for evaluation. Interested Bidders are also requested to visit GRSE website regularly for any updates, corrigendum, and revisions etc. for the said tender.In case of Mixing of bid or non-submission of bid as mentioned above, GRSE reserves the right to reject the offer.

(n) Conditional offers shall not be accepted.

(o) GRSE reserves the right to utilize the responses against this tender as deemed press tender for using the sources for procurement of similar items in next two(2) years without further Press Tendering.

(p) Buyer shall not be bound by any conditions or provisions in the seller's bid form or acknowledgement of contract, invoices, packing list and any other documents which purport

to impose any conditions at variance with the tender/PO terms. Wherever bidders/suppliers provide additional information/requirements in their response bid/offer to this NIT, Buyer may consider the same only if these are in line with NIT requirement, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting (MoM).

23. Power of Attorney:

(a) For Single Bidder:

In case of a Single Bidder, Power of Attorney issued by the Board of Directors/ Chairman/CEO / MD / Company Secretary of the Bidder/all partners in case of Partnership firm/any person authorized in terms of Deed of LLP/Proprietor in favour of the authorised employee(s) of the Bidder, in respect of the particular tender for signing the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and to act and take any and all decision on behalf of the Bidder, is to be submitted as per enclosed format.

(b) For Consortium / Joint Venture:

In case of a Consortium/JV, Power of Attorney issued by Board of Directors/ Chairman/CEO / MD / Company Secretary of the Consortium Leader as well as Consortium Member(s) of the Consortium/ partners of JV, in favour of the authorized employee(s) of the Consortium Leader/Lead member of JV, for signing the documents on behalf of the Bidder, in respect of this particular tender, to sign the Bid and all subsequent communications, agreements, documents etc. pertaining to the tender and act and take any and all decision on behalf of the Consortium/JV, are to be submitted as per enclosed format. The authorized employee(s) of the Bidder shall be signing the Bid and any consequence resulting due to such signing shall be binding on the Bidder.

24. Correction of Errors:

Bids determined to be responsive will be checked for any arithmetic error. Errors will be corrected as follows:

a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

25. Definition.

(a)Indian or Indigenous Supplier/Contractor/Bidder/Sub Contractor:

The entity registered/incorporated in India under Indian Law is to be treated as Indian Supplier/Contractor/Bidder/Sub Contractor. In case of Sole Proprietorship, the person shall be Resident of India/ Citizen of India.

(b)Foreign Supplier/Contractor/Bidder/Sub Contractor:

The entity who is not Indian or Indigenous Supplier/Contractor/Bidder/Sub Contractor and who is registered/incorporated outside India (under foreign law) is to be treated as Foreign Supplier/Contractor/Bidder/Sub Contractor.

26. Registration Requirement (DPIIT) and Submission of Certificate:

a) **Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT) , Government of India.**

b) **All Bidders must submit Certificate in their letterhead as per following format**. If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. Non Submission of the certificate is one of the rejection criteria of the tender. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

i. Certificate for Tenders

"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.]"

ii. Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is 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.]"

c) Please refer **Annexure- XIII** for details of the clause.

27. Procedure for bidding, executing contract jointly by Foreign Principal Bidder/Supplier & Indian Consortium Partner and placement of order:

(a) This clause is applicable while Foreign Principal Bidder/Supplier would like to form joint venture or collaboration with Indian Suppliers (Indian Consortium Partner) in order to indigenize the

entire equipment/items or portion of equipment/items by getting equipment/items (or portion) manufactured at the works of Indian Supplier (Indian Consortium Partner) and delivering the items from works of Indian Supplier to premise of Buyer. Indian Consortium Partner can be wholly or partially owned subsidiary of Foreign Principal bidder/Supplier.

(b) Definition of Principal Bidder/Supplier:

(i) In case of Limited/Single Tender enquiry, the Nominated (by Buyer/Buyer's Customer) Bidder/Supplier shall be treated as Principal Bidder/Supplier.

(ii) In case of Open/Global Tender, Technically & financially competent and prominent firm having proof of previous Design, Engineering, Manufacturing, Supply, and Installation & Commissioning of Equipment shall be nominated for Principal Bidder/Supplier.

(iii) The Principal Bidder/Supplier shall be authorized by submitting a legally certified power of attorney signed by Consortium Partners. Same Consortium Partners shall not be part in separate bid.

(c) In case the Principal Bidder is a foreign firm / company, then following is applicable:

(i) Bid is to be submitted by the principal bidder. In case, foreign principal bidder want to get the bid to be submitted by Indian Consortium Partner on behalf of principal bidder, specific Authorisation Letter from Principal foreign bidder is required to be uploaded during submission of Part-I bid. Such Authorisation shall be only for submission of Bid on behalf of foreign principal bidder, not for execution of entire contract (including imported parts) by Indian Consortium Partner. Purchase order for portion of Principal Bidder shall be placed directly by Buyer to Principal Bidder for imported parts. The original copy of Authorisation letter is required to be sent to Buyer through courier/post.

(ii) The bid price shall be quoted only in one currency (as permitted in this NIT) only. Refer "Bid Currency" clause of Tender Notice. Bids quoted by foreign bidder in any other currency shall be rejected.

(iii) Principal bidder, in their technical bid (Part-I), shall submit the ***percentage of work content to be shared with Indian Consortium Partner in terms of percentage value of the quoted price. Work share distribution shall be permitted amongst the Principal bidder and their Indian Consortium partner for each line items of the Price Bid***. Accordingly, the responsibility and accountability of respective distributed workshare content shall remain with respective partners. However, in such cases principal bidder shall have the single point responsibility.

(iv) Details of firms on whom the order shall be placed shall be specified into the Part-I bid.

(v) Order for work share portion of foreign Principal bidder only would be placed directly on foreign principal bidder in foreign currency (refer "Bid Currency" clause of Tender Notice) by Buyer.

(vi) Order for work share portion of Indian Consortium partner shall be placed only in INR, on Indian Consortium Partner by GRSE on FOR GRSE basis. The exchange rate available in RBI website on the tender closing date would be used for conversion of work share portion

of Indian Consortium partner from foreign currency to INR. If the date of closing the tender happens to be holiday or non-transaction day, the exchange rate on the immediate previous working day will be adopted.

(vii) The import supplies (for which payment to be made to Principal bidder by GRSE in Foreign Currency) are permitted for value addition by the Consortium partner. Such import supplies are to be shipped from foreign country in the name of GRSE i.e. Bill of Entry in India would be made in the name of GRSE. The Principal bidder & consortium partner shall bear all taxes and duties, transportation cost, insurance cost and other incidental cost for such transportation from warehouse of principal bidder(in foreign) to warehouse of consortium bidder (in India) and from warehouse of consortium bidder to store of GRSE, Kolkata. Foreign Principal Bidder is required to submit Indemnity Bond (as per GRSE format) prior to issue of imported goods to Indian JV partner. In this case, Payment to Foreign Bidder is to be made after receipt of goods from works of JV partner after value addition at JV partner's works.

(viii) An exhaustive list (without any price figure) clearly identifying these items shall be uploaded in Part-I bid. The sole responsibility of coordinating for the same with consortium partner lies with the Principal bidder.

(ix) The Principal Bidder/Supplier shall submit Collaboration Agreement (between foreign principal bidder and Indian Consortium partner) as per attached format at Annexure-XIV in their Part-I Bid. Following indicative terms of a collaboration Agreement is laid down in case Bidder proposes to partner with another entity (a "Consortium Member") inter alia stating that:

(aa) The selected Bidder shall have single point responsibility and assume the responsibility for itself and be vicariously for the Consortium Member which could be the Indian partner to whom purchase orders may be issued at the behest of the bidder;

(bb) The agreement shall specify the scope of work of the Indian partner along with the quality control checks that the selected Bidder (Indian / foreign) shall put in place during execution by the Indian partner of the contract(s)/ purchase orders awarded by GRSE. All agreements are to be valid till Defect Liability Period (DLP).

(cc) The selected Bidder shall be responsible to GRSE in fulfilling all obligations as are required under the contract(s)/ purchase orders awarded to it, at no extra cost or expense to GRSE;

(dd) The Bidder along with the consortium member shall be jointly and severally liable to GRSE for performance and timely execution of the contract(s)/ purchase orders awarded by GRSE;

(ee) The Bidders and the Indian partner may incorporate additional clauses to the collaboration agreement without diluting or modifying the clauses specified in the attached format at Annexure-XIV.

(d) **Umbrella / Wrap Agreement:** In case the contract(s) / purchase orders are issued to more than one entity, (selected Principal Bidder and Consortium Member), then a definitive and binding wrap agreement shall be executed by the selected Principal Bidder and the Consortium Member with Buyer, which shall inter alia state that the selected Principal Bidder shall be responsible to Buyer for completion of supply/works and delivering under the purchase order(s) issued to the selected Principal Bidder or the Consortium Member pursuant to this tender. Further, in case of default or delay on the part of the Principal Bidder or the Consortium Member, Buyer shall have the right to proceed against the selected Principal Bidder and recover all costs and expenses, impose all penalties, claim all damages, encash all security deposits or invoke all guarantees, as may be specified under the purchase orders. Detailed wrap agreement format will be furnished to the successful Principal bidder prior to placement of PO.

(e) Change in consortium partners is not permissible at any stage of contract unless in extreme circumstance with written consent of GRSE.

28. 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."

29. Splitting of order and part Order:

Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

30. Indigenisation.

OEM/Suppliers while participating in bid shall clearly indicate the Indigenous Content (IC) in percentage (%) terms. Bidders shall provide details on list of items being imported, proposed indigenisation content, model and plan towards indigenisation in their techno commercial bid. The proposed indigenisation plan shall be formulated in such a manner that there is a progressive increase towards indigenisation as well as items from first ship set to last ship set. Following are applicable.

(a) BLANK

(b) **Definition of IC:** "Indigenous Content"(IC) for an equipment or an item shall be arrived at by excluding from the total cost of that equipment/item the following elements at all stages (tiers) of manufacturing/production/assembly:

(i) Direct costs (including freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.

(ii) Direct and Indirect costs of all services obtained from non-Indian entities/citizens.

(iii) All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/agreements made by vendors/sub-vendors.

(iv) Taxes, duties, cesses, octroi and any other statutory levies in India of this nature.

(c) Audit:

(i) The Ministry of Defence can exercise its right to conduct an audit of all certifications and costs relevant to IC at all or any stages (tiers) of manufacturing/production/assembly, starting from the prime (main) contractor downwards. The audit(s) could be conducted by the Ministry itself and/or by an agency/institution/officer(s) nominated by the Ministry, as may be decided by the Ministry.

(ii) All contracts, sub-contracts, agreements and MoUs made by prime (main) contractors (and their lower tier suppliers/vendors) with their business partners/suppliers, insofar as these contracts, agreements or MoUs relate to the main acquisition contract, shall mandatorily incorporate the right of Ministry of Defence to conduct an audit in terms of above Para. Similarly, these business partners/suppliers shall sequentially incorporate these definitions and reporting requirements with their next levels of business partners/suppliers and so on, till the lowest tier in the manufacturing/production/assembly chain.

(d) Certification and Payments:

The payments shall be released only after the submission of a certificate of IC furnished by the Chief Financial Officer (CFO) of the prime (main) contractor.

17. **Purchase Preference Policies of the Government**

Unless otherwise stipulated in NIT, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

(a) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
(b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
(c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
(d) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the NIT.

18. **Right to Intellectual Property and confidentiality:**

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

2) However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

(a) now or hereafter is or enters the public domain through no fault of Bidder;

(b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

(c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

19. **Disclaimers**

a) Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

b) Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

c) Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

d) Regarding Tender Document:

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of

statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

ANNEXURE-II TECHNICAL SPECIFICATION AND SOTR

Separate pdf file of Annexure-II is enclosed and uploaded herewith.

ANNEXURE - III (COMMERCIAL OFFER FOR INDIGENEOUS VENDORS)

ANNEXURE - III (COMMERCIAL OFFER FOR INDIGENEOUS VENDORS)			
1	**NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE***		
1a	**STATUS OF BID SUBMITTING ENTITY**		**OEM/ AUTHORISED REP**
Commercial Term(s)	-	-	
Sl. No.	**ATTRIBUTE**		
2	PERFORMANCE BANK GUARANTEE OR RETENTION OF EQUIVALENT MONEY IN LIEU OF PBG		SELECT AN OPTION
3	SDBG or DD		SELECT AN OPTION
4	Supply Planned in No. of Lots		
5	ORDER TO BE PLACED ON		PUT DETAIL COMPANY NAME, CIN NO, REGISTERED ADDRESS, TEL, PHONE, FAX ETC.
6	**PAYMENT TO BE MADE TO** (PLEASE INDICATE LATEST BANK DETAILS AND CANCELLED CHEQUE)		
7	QUOTATION VALID TILL*(Please put no of days from the due date/ extended due date of opening)		
8	HSN Code		
9	FE Content in Percentage {Value of material to be Imported by you divided by Total quoted price of material} to be indicated along with currency [Prices must not be indicated]		
10	**PAN, TRC AND OTHER DETAILS**		
11	Contact Details of Dealing Person (Address, Email ID, Telephone number, Fax Number and Mobile number)		
12	Contact Details of Head of Department (Address, Email ID, Telephone number, Fax Number and Mobile number)		
13	Contact Details of Head of Unit (Address, Email ID, Telephone number,Fax Number and Mobile number)		

14	De preservation and Re Preservation schedule and time gap between two consecutive preservation period [Refer clause no. 17 (regarding De-Preservation and Re-Preservation) of Special Commercial Terms and Conditions (Annexure-VI) of NIT]	
15	Notice period for postponement of delivery of equipment after Contractual Delivery Date [Refer clause no. 3(f) of Special Commercial Terms and Conditions (Annexure-VI) of NIT]	
ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE)		

NOTE:

PLEASE FILL UP THE BLANK CELL

1) * Indicates Mandatory Fields.

2) ALL OTHER TERM(S) AND CONDITION(S) OF THE R F Q ARE ACCEPTABLE. DEVIATIONS, WHEREVER APPLICABLE HAVE BEEN INDICATED IN THE OFFER AS ABOVE.

ANNEXURE - IV (COMMERCIAL OFFER FOR FOREIGN VENDORS)

ANNEXURE - IV (COMMERCIAL OFFER FOR FOREIGN VENDORS)			
1	NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*		
1a	**STATUS OF BID SUBMITTING ENTITY**		**OEM/ AUTHORISED REP**
2	**Quoted Currency** (It shall be as per NIT terms)**		
Commercial Term(s)	-	-	
Sl. No.	**ATTRIBUTE**		
3	PERFORMANCE BANK GUARANTEE OR RETENTION OF EQUIVALENT MONEY IN LIEU OF PBG		
4	SDBG or DD		
5	Supply Planned in No. of Lots		
6	(a)Order to be Placed on (in Foreign Currency)		
	(b) Order to be Placed on (in INR). [This is applicable where Foreign Supplier supply some portion of goods/services from their Indian Consortium partner. Refer clause 12 of Instruction to Bidder]		
7	**(a)PAYMENT TO BE MADE (IN FOREIGN CURRENCY)TO** [PLEASE INDICATE LATEST BANK DETAILS OF FOREIGN SUPPLIER]		
	(b)PAYMENT TO BE MADE (IN "INR") TO [PLEASE INDICATE LATEST BANK DETAILS OF INDIAN CONSORTIUM PARTNER OF FOREIGN PRINCIPAL. This is applicable where Foreign Supplier supply some portion of goods/services from their Indian Consortium partner. Refer clause 12 of Instruction to Bidder]		
8	QUOTATION VALID TILL*(Please put no of days from the due date/ extended due date of opening)		
9	**PAN, TRC AND OTHER DETAILS**		
10	HSN Code		
11	Origin of goods[Certificate of Origin shall mention the Origin of goods]		
12	Contact Details of Dealing Person (Address, Email ID, Telephone number, Fax Number and Mobile number)		

13	Contact Details of Head of Department (Address, Email ID, Telephone number, Fax Number and Mobile number)			
14	Contact Details of Head of Unit (Address, Email ID, Telephone number,Fax Number and Mobile number)			
15	De preservation and Re Preservation schedule and time gap between two consecutive preservation period [Refer clause no. 17 (regarding De-Preservation and Re-Preservation) of Special Commercial Terms and Conditions (Annexure-VI) of NIT]			
16	Notice period for postponement of delivery of equipment after Contractual Delivery Date [Refer clause no. 3(f) of Special Commercial Terms and Conditions (Annexure-VI) of NIT]			
COMMERCIAL CHARGE(S) (for information)				
1	**MARINE FREIGHT***	PERCENTAGE	INDICATE IN % OF TOTAL QUOTED VALUE OF ALL DELIVERABLE MATERIALS, OBS, TOOLS & DOCUMENTATION (VALUE OF SERVICE PORTION LIKE TRAINING,SERVICE ENGINEER EXCLUDED)	
2	**MARINE INSURANCE***	PERCENTAGE		

ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE)

NOTE:

PLEASE FILL UP THE BLANK CELL

1) * Indicates Mandatory Fields.

2) ALL OTHER TERM(S) AND CONDITION(S) OF THE R F Q ARE ACCEPTABLE. DEVIATIONS, WHEREVER APPLICABLE HAVE BEEN INDICATED IN THE OFFER AS ABOVE.

ANNEXURE-V BOQ TEMPLATE

The bidder is required to submit price bid as per Item Rate BOQ MS excel template uploaded along with NIT documents.

ANNEXURE_VI TERMS AND CONDITIONS OF CONTRACT / PURCHASE ORDER

(These Terms and Conditions are applicable to this particular Tender)

1. **Validity of Offer:**

a) The offer shall be valid for 180 days from final tender closing date for acceptance.

b) The prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser's Yard till full execution of order. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.

c) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

2. **Scope of Supply:**

As per mutually agreed TNC MOM to be signed between GRSE's technical team and bidder.

3. **Terms of Price/Delivery Terms:**

a) Quoted Price shall be firm and fixed till full execution of order.

b) Price quoted should be inclusive of all charges for proper packing, forwarding and preservation.

c) Terms of Price/Delivery Terms sought by GRSE:

(i) For Foreign Bidders:

aa. The Terms of Quoted price (Delivery terms) shall be "F.O.B major International Gateway Seaport of exit stowed, costs and risks in connection with loading on the seller" / "F.C.A. major International Gateway Airport of exit". Price quoted should also be inclusive of all charges for proper packing, forwarding and preservation. However Materials are to be despatched (for Main Carriage) through GRSE Nominated Freight forwarder only. All charges applicable till on board Carrier / Flight shall be borne by the firm in case of FCA, (Airport of loading) despatch. Name of seaport/airport must be mentioned by the vendor. The terms such as 'any USA seaport" or "any European sea port" shall not be quoted.

bb. Foreign Bidder must quote freight and / or Insurance charges in percentage of Basic FOB price in Part-I Bid. Refer Annexure-IV of the tender. In case of necessity, GRSE reserves right to place order on CFR, Kolkata (Liner out) or CIF Kolkata (Liner Out) basis. Bidder hast to accept order on CFR, Kolkata (Liner out) or CIF Kolkata (Liner Out) basis as per requirement of GRSE. GRSE will consider

cc. the freight and / or Insurance charges quoted by the tenderers for working out CFR Kolkata (Liner out) price or CIF Kolkata (Liner Out) price and accordingly GRSE may place order on CFR Kolkata (Liner out) price or CIF Kolkata (Liner Out) basis. This is sole discretionary authority of GRSE, not obligation .

(ii) For Indigenous Bidders:

(aa) FOR GRSE Kolkata (43/46, Garden Reach Road, Kolkata-700024, India) [Door Delivery to GRSE Store at Kolkata. Consignee address may change at the time of delivery. No price escalation and delivery extension is allowed on account of change of Consignee. Bidder is requested to refer the Consignee clause of this "Special Commercial Terms and Conditions".

(bb) FOR is India specific trading/delivery term. The risk of loss or damage shall be transferred from seller to buyer at GRSE Kolkata. FOR price includes Cost of manufacturing, Inspection Charge, Packing & Forwarding charge, Loading Charge, Transportation, Insurance charge up to GRSE Kolkata and unloading charges at GRSE's premise but not limited to these. Seller is responsible till delivery at GRSE, Kolkata in regard to supply of material.

(cc) Indian Bidder must quote freight and / or Insurance charges in percentage of FOR Price in Part-I Bid. Refer Annexure-III of the tender. In case of necessity, GRSE reserves right to place order on Ex-works basis. Bidder hast to accept order on Ex-works basis, if GRSE desires to place order on Ex-works basis. GRSE will consider the freight and Insurance charges quoted by the tenderers for working out Ex-works price and accordingly GRSE may place order on Ex-Works basis. This is sole discretionary authority of GRSE, not obligation.

d) In case of short supply, all materials are required to be despatched as per GRSE door delivery basis (DDP /FOR GRSE Kolkata Door Delivery basis).

e) **No price escalation is allowed** at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.

f) Port of Discharge: Kolkata (applicable for foreign bidder). However Port of Discharge may change at the time of delivery. It is the obligation of seller to obtain confirmation from GRSE in regard to Port of Discharge prior to shipment of goods. No price escalation shall be entertained to Supplier in case Port of Discharge is changed from Kolkata to other Indian Port.

g) The Incoterms® 2020 rules is applicable for this tender.

h) The whole cost of complying with all provisions of this tender shall be included in the item provided in the priced "Price Bid or Item Rate BOQ". All cost required for completing the

scope of work as per NIT shall be deemed to be distributed reasonably amongst the rate and price entered for related items in the price bid.

i) Shipping documents such as bill of lading, packing list and others for returnable items shall be separately prepared and submitted to enable return after the completion.

j) **For Foreign Vendor**: Wherever Design, Engineering, Drawing and Documents are separate deliverable (as goods) as per Tender/Purchase Order, the Seller must physically dispatch the drawing/ documents (CD form and hard copy) after final approval (by Competent Authority) through Indian Custom authorized Courier or through buyer's appointed freight forwarder. **The mode of transport must be air**. The Seller is required to make shipment of approved drawing/document prior to claiming payment for Design and Engineering. The Seller must get the custom invoice and packing list verified by GRSE prior to shipment of hardcopy (& CD form) of drawing/documents from Seller's country. The Seller also must note that advance intimation about shipment is to be made to GRSE prior arrival of hard copy of drawing/documents at Kolkata airport.

4. **Payment Terms:**

4.1 Payment Terms For Foreign Vendor:

4.1.1 For Supply of Material/Goods:

4.1.1.1 90% payment less Liquidated Damages (if any) will be made by irrevocable Non-Transferable Letter of Credit at sight (LOC), as per GRSE's format, will be established in favor of firm on receipt of their proforma invoice towards equipment, spares, documentation, etc. The Seller is required to submit Proforma Invoice duly signed and stamped by Competent Authority of seller and other relevant information to GRSE at-least **12 weeks** before despatch for the respective ship set order. GRSE require minimum **8 weeks** time for establishment of Letter of Credit. Any delay in receipt (by GRSE) of pro-forma invoice, Advising Bank details, BG (if applicable) and order acceptance shall result in delay in issuing Letter of Credit for which no claim of extension in delivery schedule without recourse to Liquidated Damage shall be permitted. The LC shall be established after deducting LD amount if applicable.

GRSE require minimum 05 months-time for processing Delivery Date Extension after receipt of delivery date extension request from seller with all documentary evidence and justification. Therefore, seller is required to apply to GRSE for delivery date extension with all documentary evidence and justification **at-least 05 months prior** to expiry of contractual delivery date. Delivery Date Extension without imposition of LD shall be processed by GRSE based on merit and if reasons for delay is attributable to GRSE and without prejudice to any other terms of contract.

Payment through LOC will be made against following despatch documents and submission of Performance Bank Guarantee (in GRSE format). Supplier is required to submit PBG prior to shipment of goods. GRSE shall issue Certificate after receipt of original PBG from Supplier.

(a) Invoice
(b) Signed package wise packing list.
(c) Transport document: Clean Bill of Lading or Airway Bill
(d) Certificate from reputed chamber of commerce showing goods to be of ---------- (name of country)----- origin in triplicate.
(e) Guarantee / warranty certificate
(f) Manufacturer's work test certificate / shop test certificate
(g) GRSE's certificate as to receipt and acceptance of performance bank guarantee.
(h) GRSE's certificate as to receipt and acceptance of SDBG/CPBG.
(i) Certificate of IRS/LRS/ABS etc. (on their letter head) as applicable.
(j) Material Safety Datasheet for Hazardous/Dangerous Cargo.
(k) Preservation Certificate
(l) Certificate of Conformity (CoC)

10.1.1.1 Balance 10% payment will be made by TT against firm invoice supported with clean receipt inspection report to be issued by GRSE's RIC after receipt and acceptance of all material (ICGRN) and receipt of PBG/ Performance Security.

Special Note:

Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser ***from India*** (indigenous supply) and work done by service technicians of India as per Reserve Bank of India rules. For Material supply from within India and for work done by service technicians of India (belong to Indian contractor), orders shall be placed only in INR on Indian firms. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser and for work done by Service technicians. Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. Please refer clause no. 55 of this section regarding *"Procedure for bidding by Principal Bidder/Lead Partner and Consortium Partner and placement of order"* in this regard.

4.1.2 **For rendering Services.**

(aa) 100% payment will be made through Telegraphic Transfer (TT) within 30 days from date of receipt of original ink signed and stamped (with company seal) invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship along with a copy of Visa authenticating entry in India. Original Invoice for services are to be submitted (complete in all respect) to Procurement Officer for vetting and onward submission to GRSE's finance department.

(bb) In case the Service Engineer is deputed from India through authorized firm/representatives, the order will be placed on Indian authorized firm in INR. The rate quoted in foreign currency will be negotiated and finalized during PNC with L1 vendor only.

(cc) Refer "Taxes and Duties" clause regarding submission of other required documents like PAN, TRC etc. for payment of service bills.

4.2 Undertaking for Foreign Currency Payment:

If the contract is awarded to foreign supplier in foreign currency (not INR), the seller shall provide Undertaking (in their letterhead) that they are not claiming payment in foreign currency for the goods/items supplied by them locally i.e. from India. This undertaking shall be LC negotiable documents. If the Seller submits invoice in foreign currency for any items, which are to be supplied by seller from India, all consequential damages to Buyer in this regard shall be borne by Seller. The draft format of Undertaking shall be provided at the time of placement of order.

4.3 Payment Terms for Indigenous/Indian Vendor/entity:

4.3.1 For Supply of Material (including OBS)

4.3.1.1 90% of order value will be paid through ECS/NEFT within 30 days against ink signed GST invoice, e-invoice, copy of GRSE's gate stamped invoice / challan / LR evidencing receipt of items, Receipt & acceptance (by GRSE) of material i.e ICGRN (Inspection cum Goods Receipt Note). Refer clause 18 regarding ICGRN.

4.3.1.2 Balance 10% payment shall be released on submission of **Performance Bank Guarantee (PBG) subject to clean ICGRN Report**. In case, Supplier does not agree to submit PBG, 5% amount shall be retained till expiry warranty period plus one month. Balance 5% amount shall be remitted to vendor.

4.3.1.3 GRSE require minimum 05 months-time for processing Delivery Date Extension after receipt of delivery date extension request from seller with all documentary evidence and justification. Therefore, seller is required to apply to GRSE for delivery date extension with all documentary evidence and justification **at-least 05 months prior** to expiry of contractual delivery date. **In case, seller fails to submit delivery date extension request with all documentary evidence and justification 05 months prior to expiry of CDD, application for DP extension without LD shall not be admitted thereafter**. Delivery Date Extension without imposition of LD shall be processed by GRSE based on merit and if reasons for delay is attributable to GRSE and without prejudice to any other terms of contract.

Notes:

(i) All bank Charges will be borne by supplier and payment will be made through ECS.

(ii)Consignee for B&D Spares shall be finalized during placement of order.

4.3.2 For rendering Services.

100% payment (plus taxes) will be made through ECS within 30 days from date of receipt of invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship.

5. **Contractual Delivery Date (CDD):**

(a) Items are to be delivered strictly as per following schedule:-

Item of requisition	Material	Short Text	Quantity requested	Unit of Measure	Delivery Date
10	824261000000	UNDERWAY CTD WITH SENSOR	1	ST	31.03.2027
20	824261020000	PERIPHERALS/ASSOCIATED SYSTEM	1	ST	31.03.2027
30	824261030000	PSS,CONTROL SYS_OPERATOR CONSOLE BOX	1	ST	31.03.2027
40	824261930000	INSTALLATION MATERIAL & ACCESSORIES	1	ST	31.03.2027
50	824261940000	SYSTEM CABLES/CABLE ASSEMBLIES/CONNECTOR	1	ST	31.03.2027
60	824261010000	SOFTWARE WITH LICENSE	1	ST	31.03.2027
70	824261970000	ON BOARD SPARES	1	ST	31.08.2027
80	824261950000	SPECIAL TOOLS AND TEST EQUIPMENT	1	ST	31.03.2027
90	824261990000	DOCUMENTATION	1	ST	31.03.2027
100	824261990100	FIRST SUBMISSION OF BINDING DATA	1	ST	30.08.2025
110	SER10491	SERVICE ENGINEER	1	LS	As and when required by GRSE
120	SER10492	TRAINING	1	LS	As and when required by GRSE
130		WARRANTY EXTENSION CHARGES FOR 1ST YEAR AFTER EXPIRY OF INITIAL WARRANTY PERIOD	1	LS	
140		WARRANTY EXTENSION CHARGES FOR 2ND YEAR AFTER EXPIRY OF INITIAL WARRANTY PERIOD	1	LS	

(b) Whenever supply of equipment, spares are made in lots/consignments, the number lots/consignments and delivery schedule are to be mentioned in Part-I bids. Material supplied to GRSE in same day on same LR /Bill of Lading/AWB against a given purchase order shall be treated as one lot/consignment.

(c) Delivery Instruction:

(i) One copy of all relevant documents like Invoice, Packing List, Warranty Certificate, Manufacturer's certificate (MTC), LRS certificate (if applicable), Third Party Inspection Certificate (if applicable) , Certificate of origin etc. shall be put inside the packing box or container. Scan copy of these documents must be forwarded to email ID" of concerned dealing officer (saha.rajen@grse.co.in) and EMAIL ID of GRSE's Receipt inspection cell (Sengupta.Snehashis@grse.co.in) within 02 calendar days of date of shipment.

(ii) Wherever Supplier is responsible for delivery of material at GRSE's premise, all materials are to be delivered at GRSE must be supplied between 9.00 AM to 12.00 Noon and 1.00 PM to 04.00 PM only on full working days and between 09.00 AM to 11.00 AM on half working days. Late supply will not generally be accepted.

(iii) In case of any part shipment, if not specifically mentioned in purchase order the same can be done only on receipt of specific confirmation from buyer.

(iv) For transport by sea, Materials shall be shipped under deck only.

(v) The supplied equipment must conform to technical specification/drawing/documents duly approved by Purchaser and Purchaser's Customer. No deviation & non conformity will be accepted unless such deviation & modification has the prior approval of Purchaser and Purchaser's Customer. Any loss/damage on account of such deviation & non conformity shall be Seller's account.

(d) The time and date of delivery/completion of the GOODS/SERVICES as stipulated in the NIT/Contract shall be deemed to be the essence of the Contract.

(e) Dispatches at the last moment or after the expiry of the delivery:

(i) If the contractor locally supplies a consignment after the expiry of the contracted delivery date, the Consignee may either refuse to receive it or receive it without prejudice to the rights of the Procuring Entity under the terms and conditions of the contract. Such consignments shall lie at the risk and responsibility of the contractor. Such a receipt by the consignee shall not acquiesce or condone the late delivery and shall not intend or amount to an extension of the delivery period or keeping the contract alive. The Contractor must obtain an extension of the delivery date/period from the Procuring Entity.

(ii) As regards supplies coming from outside, if the contractor dispatches the Goods after the expiry of the delivery period, it shall be at his own risk and responsibility, and that the consignee is not liable for any demurrage, wharfage, and deterioration of Goods at the destination station and, in his interest, the contractor shall get an extension of the delivery period from the contracting Entities.

(iii) In the case of imports, the contractor must not dispatch the consignment after the expiry of the delivery period without taking a prior extension of the delivery period. Otherwise, payment against the LC shall be denied. If dispatched, it shall be at the risk and

responsibility of the contractor and procuring entity shall not take any responsibility for such consignments.

(f) **Extension of Delivery Period**:

(a) If at any time during the currency of the contract, the contractor encounters conditions hindering timely delivery of the Goods and performance of incidental Works/ Services, he shall promptly inform the Procuring Entity in writing about the same and its likely duration. He must make a request to the Procuring Entity for an extension of the delivery schedule. On receiving the contractor's communication, the Procuring Entity shall examine the situation and, at its discretion, may agree to extend the delivery schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract/Purchase order.

Conditions for Extension of Delivery Period: When the period of delivery is extended due to unexcused delay by the contractor, the amendment extending the delivery period shall, inter alia, be subject to the following conditions:

(a) Liquidated Damages: The Procuring Entity shall recover from the contractor, under the provisions of this clause, liquidated damages on the Goods and incidental Works/ Services, which the contractor has failed to deliver within the delivery period stipulated in the contract.

(b) **Denial Clause**:

(i) No increases in price on account of any statutory increase in or fresh Imposition of GST, customs duty or on account of any other taxes/ duty/ cess/ levy), leviable in respect of the Goods and incidental Works/ Services stipulated in the said contract which takes place after the original delivery date, shall be admissible on such of the said Goods, as are delivered after the said date; and

(ii) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including price variation clause or foreign exchange rate variation, or any other variation clause, no such increase after the original delivery date shall be admissible on such goods delivered after the said date.

(iii) Nevertheless, the Procuring Entity shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST, customs duty or on account of any other Tax or duty or any other ground as stipulated in the price variation clause or foreign exchange rate variation or any other variation clause which takes place after the expiry of the original delivery date.

6. **Liquidated Damages:**

(a) In the event that, Sub-contractor / Supplier / Vendor (Seller) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before dates specified, 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 this Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.

(b) Sub-contractor / Supplier / Vendor will be liable to pay Liquidated Damages for late delivery of product / documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery of product shall be at the rate of 0.5% of the total price of undelivered product per week (or part thereof) of delay upto a maximum of 10% of the value of undelivered product. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor. Payments made by the Sub-contractor / Supplier / Vendor 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. Delivery Date will be considered as per date of Bill of Lading/AWB/Date of receipt of Cargo by GRSE Freight Forwarder in case of Incoterms FOB/FCA/CFR/CIF.

(c) The cumulative LD shall not exceed 10% of Total order value.

(d) The LD would be deducted from the invoice of Supplier/Seller at the time of release of the payment. GRSE also reserves right to recover LD by invoking/encashing any Security/BG or by adjusting or set-off against any sum payable to the Contractor/Seller under this or any other Contract with the Company.

(e) In the case of a consortium, the LD would be deducted from the invoice of lead partner/consortium partner at the time of release of the payment.

(f) Supplier/Seller agrees with the Buyer, that the above Liquidated Damages represents a genuine pre estimate of the damages which the Buyer will suffer on account of delay in the performance of the Contract by Seller and the said amount will be payable by Seller on demand without there being any proof of the actual loss/or damage caused by such breach/delay. The Seller further agrees that Buyer's right to impose LD on account of delay in the performance of the Contract by Seller is without prejudice to any other rights (like Risk Purchase etc.) of Buyer under this Contract.

(g) Sub-contractor / Supplier / Vendor will be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Sub-contractor / Supplier / Vendor and as stated in the Purchase Order

(h) 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 as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest.

(i) Any failure or delay by any sub-contractor, though their employment may have been sanctioned , shall not be admitted as a ground for any extension of time or for exempting the contractor from liability for any such loss or damage as aforesaid.

7. **Security Deposit (SD)[Interest free]:**

(a) Security Deposit (interest free) for 5% of total order value (in GRSE format enclosed) is to be submitted within thirty (30) days from the date of placement of Purchase Order in the

form of Crossed Demand Draft (in favour of Garden Reach Shipbuilders & Engineers Limited., Kolkata, payable at Kolkata)or Bank Guarantee in approved GRSE format. Security Deposit /SDBG will remain valid till successful execution of purchase order with a claim period of one month.

(b) SD will be demanded from Supplier/Contractors who are given free issue material for fabrication job, as also sub- contractors who work without free issue materials.

(c) SD will be deposited a fresh by the successful bidder as per terms & conditions mentioned in P.O. and thereafter the EMD amount/EMD BG refunded.

(d) Failure to deposit SD amount/ submission of BG within stipulated time will invite penal interest from the date from which the amount was required to be deposited or BG to be submitted. The rate of interest would be at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2% (for Indian Vendors) or 6% whichever is higher. The date of reckoning such interest rate shall be date on which Supplier is required to submit BG as per above term 11(a). GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.

(e) In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

Note: Refer "General Rule of all Bank Guarantee" clause

8. **Performance Bank Guarantee (PBG):**

(a) Performance Bank Guarantee (in GRSE format enclosed) for 5% of material value of supply items is to be submitted 30 days before dispatch of materials and the same shall remain valid till expiry of Guarantee Period with a claim period of One Month.

(b) GRSE reserves right to encash PBG in case Purchase order (PO) for Warranty extension or Re Preservation (as per provision of Tender/PO) is not accepted by supplier.

(c) In case GRSE desire to place PO for Warranty extension (as per provision of Tender), PBG is required to be extended by supplier till the extended warranty period plus one month claim period. In case PBG extension is not possible, fresh PBG (having same value as for original PBG) with validity period till extended warranty period plus one month claim period is required to be submitted by supplier.

(d) No interest shall be paid by Purchaser for PBG or Performance Security.

Note: Refer "General Rule of All Bank Guarantee" clause

9. **General Rule of All Bank Guarantee:**

(a) The Bank Guarantee shall be from scheduled Banks (promulgated by RBI) other than Co-operative Banks in approved GRSE format, which means the schedule Bank (promulgated by RBI) shall be guarantor / surety to GRSE.

(b) It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.

(c) BG is to be submitted in currency of order.

(d) In the event of postponement of completion period or extension of guarantee desired & sought by GRSE, the Bank guarantee has to be extended till the extended period desired by GRSE.

(e) The charges for extension of BG shall be payable by the Principal Contractor/Contractor/Seller in case delay in completion of supply/service/works/project is not attributable to GRSE. The BG shall be interest free.

(f) All Bank Guarantee shall be en-cashable in Kolkata.

(g) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Finance Dept.

(h) Bank Guarantee should be executed strictly as per GRSE's Format.

(f) All Bank Guarantee is to be sent directly by seller's Banker in a sealed envelope to the following address. BG may also be forwarded in SWIFT mode through GRSE's banker.

Additional General Manager (Finance-F&A) / General Manager (Finance), 43/46 Garden Reach Road, Kolkata-700024, INDIA
Contact No. (+91)8336006940

10. **Guarantee / Warrantee:**

(a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of **12 months** from the date of commissioning of the respective ship **36 months** from the actual date of final dispatch of equipment / items/materials whichever is earlier. During guarantee / warranty period if any item/ materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or due to defective drawing or

due to faulty workmanship the vendor 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 within 07 days(For Indigenous vendors), 21 days(for Foreign vendors) of notice of such defect. If any items are required to be removed from GRSE for defect repair, then supplier shall remove the same after submission of Bank Guarantee amounting equivalent to value of material to be removed and having validity of BG till the time of return of repaired/fresh material to GRSE and regiment to original equipment to GRSE. In case, materials are delivered in multiple consignments/lots, last date (actual) of delivery of consignment shall be reckoned for calculation of warranty date.

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

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

(d) **For shelf life items, the bidder is to mandatorily indicate the shelf life of each item to ascertain the Maximum possible warranty period**.

(e) Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.

(f) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.

(g) **Removal of Defective Material (under Warranty).** In case defective material is required to be removed from GRSE's premise for repair/rectification/replacement to be carried out at Principal Contractor/Contractor/Supplier's Premise/Works. Following procedures are to be followed by Principal Contractor/Contractor.

(i) The Principal Contractor/Contractor shall collect the same from the Purchaser's Stores immediately from the date of intimation to the Principal Contractor/Contractor of such rejection. All incidental charges are to be borne by Principal Contractor/Contractor (inclusive of Customs Duty, if payable),

(ii) The Principal Contractor/Contractor is required to submit Bank Guarantee equivalent to value of defective material prior to removal of defective material from premise of GRSE.

(iii) The Supplier is required to submit details as per GRSE's Export Queries form and other relevant documents in supplier's letterhead within 05 days from date of intimation of defect to Supplier. Export Queries form and other documents required for exporting the defective goods shall be forwarded during intimation of defect to Supplier.

(iv) The Supplier is required to adhere all rules and regulations under Indian Law like Custom Law, GST Law etc. and prepare documentation for Re-Importation (from supplier's country to India after repair/replacement) as per Indian Law.

(h) The vendor/sub-contractor may, with the consent of Purchaser and after submission of Bank Guarantee for the equivalent cost of equipment or part of equipment, remove from Purchaser's premise/Ship any equipment or part of equipment that are defective if the nature of the defect, and/or any damage to the Ship caused by the defect, is such that repairs cannot be expeditiously carried out at the Purchaser's premise/Ship but become essential in the mean time for construction of Ship/use in Ship, the vendor/sub-contractor shall replace at site free of cost to the Purchaser, the defective parts, before the defective parts are removed from Purchaser's premise/Ship.

(i) If the repair, replacement or making good is of such a character that it may affect the efficiency of the Main equipment/Ship, the Purchaser may give to the vendor/sub-contractor a notice requiring that test of defective of Main equipment shall be made by the vendor/sub-contractor immediately upon completion of such remedial work, whereupon the vendor/sub-contractor shall carry out such test.

(j) If the vendor/sub-contractor fails to commence the work necessary to remedy defect or any damage to the Main equipment/Ship caused by such defect within a reasonable time which shall in no event be considered to be less than fifteen(15) days, the Purchaser may, following notice to the vendor/sub-contractor, proceed to do such work, and the reasonable cost incurred by the Purchaser in connection therewith shall be paid to the Purchaser by the vendor/sub-contractor or may be deducted by the Purchaser from any money due to the vendor/sub-contractor or claimed under the Performance Bank Guarantee.

(k) If the Main Equipment or any part thereof cannot be used by reason of such defect and/or making good of such defect, the Guarantee / Warranty period of the Main equipment or such part, as the case may be, shall be extended without any additional financial burden on Buyer by a period equal to the period during which the Main Equipment or such part cannot be used by the Purchaser because of any of the aforesaid reasons.

(l) **Warranty / Guarantee extension**: Bidder to quote warranty / guarantee extension charges of Main equipment & OBS -1 yr for a period of 02 years. If GRSE 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 warranty / guarantee clause by the bidders, the quoted warranty / guarantee extension charges applicable for a period of two years will be loaded for deciding the lowest bidder. 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% (Nil) while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 2 years beyond contractual agreed period. **The placement of PO for warranty extension shall be at the discretion of GRSE (not obligation) and separate order shall be placed if required by GRSE**.

(m) Supplier shall warrant that they will make available the blue prints of the drawings of the spares if and when required in connection with the main equipment.

(n) Buyer reserves the right to claim all consequential loss/damage sustained by Buyer because of Supplier's failure to rectify defective equipment or component thereof including direct and to re-position the replaced/repaired equipment or component thereof and to subsequent test & trial etc, within the timeframe stipulated under above para (a) of this clause.

(o) GRSE reserves right to reduce initial warranty period of equipment [stipulated at para (a) above] at any time after award of contract. In that case, equipment price shall be reduced proportionately at same rate in which warranty extension charge is quoted by Bidder [refer para (h) above]. Accordingly excess amount paid on account of equipment price shall be recovered from Bidder.

11. Force Majeure Clause:

Standard Force Majeure Clause as per format approved by the Ministry of Law (GIVEN BELOW) and STACS will be applicable. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition. Power failure will not be treated as a force majeure condition.

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

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

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

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to

terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

12. Defaults, Breaches, Termination, Risk Purchase and closure of Contract

12.1 Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

(a) In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

(b) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Goods or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.

(c) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(d) **Liquidation:** if the contractor is a company being wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

12.1.3 Terminations for Default

(a) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.

(b) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.

(c) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.

(d) All warranty obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take one; or more of the following contractual remedies.

(a) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.

(b) Call back any loaned property or advances of payment, if any, with the levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).

(c) Recover liquidated damages and invoke denial clause for delays.

(d) Encash and/ or Forfeit performance or other contractual securities.

(e) Prefer claims against insurances, if any.

(f) Terminate contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.

(g) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Goods similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such 'Risk and Cost Procurement' must be contracted within six months from the breach of Contract. The Contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

Note: Regarding the Goods which are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.

(h) Initiate proceedings in a court of law for the transgression of the law, tort, and loss, not addressable by the above means.

12.2 Frustration of Contract

12.2.1 Notice of Frustration Event: Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.

23.2.2 However, the following shall not be considered as such a supervening cause.

- Lack of commercial feasibility or viability or profitability or availability of funds

- if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3 Closure of Contract

12.3.1 No Claim Certificate and Release of Contract Securities

After mutual reconciliations of outstanding payments and assets on either side, the contractor shall submit a 'No-claim certificate' to the Procuring Entity requesting the release of its contractual securities, if any. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate (format as per Annexure XXVI) or demanding a clearance to arbitration in respect thereof.

12.3.2 Closure of Contract

The contract shall stand closed upon
(a) successful performance of all obligations by both parties, including completion of warrantee obligations and final payment.

(b) termination and settlements after that, if any, as per clauses above.

13. **Arbitration:**

(A) ARBITRATION FOR DOMESTIC COMMERCIAL CONTRACTS

(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.

(i)The language of the proceeding shall be in English.

(B). ARBITRATION FOR INTERNATIONAL COMMERCIAL CONTRACTS

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a sole arbitrator under the laws of India

ii) The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC , shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.

ii) Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e, IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.

vi) The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.

vii) If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e, IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.

viii) The cost of the Arbitration including the Arbitrator's, remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.

ix) The Administrative costs and expences of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator.

ix) The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.

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

14. **Governing Jurisdiction and Compliance with Laws:**

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

(b) This Agreement in all respects shall be governed by and construed in accordance with the Indian Laws.

15. **Replacement for Rejection:**

(a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same within 30 days from date of intimation of such rejection. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserve the right to dispose off the rejected items at the end of a total period of 30 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.

(b) If the defects are not remedied within stipulated time, the purchaser may proceed to rectify the defects at the supplier/vendor/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/vendor/sub-contractor in respect of their failure to remedy such defects.

(c) In case any documents, which are required to be submitted along with supply of material by supplier as per contract, are not submitted by supplier within 15 days of delivery date,

equipment/material may be rejected at receipt inspection in GRSE. In that case, GRSE reserves right to exercise Risk Purchase clause.

16. **Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar products/ 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 of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.

17. **Taxes & Duties:**

(a) For Foreign Vendor:

(i) All taxes, duties, levies etc. as applicable outside India will be borne by firm / vendor.

(ii) All taxes, duties, levies etc. applicable in India will be borne by GRSE. However, **withholding tax (applicable as per Indian Income Tax law) for provision of Technical Services (like Technical assistance, training, license fees etc.) by Foreign supplier shall be deducted from Service bill and payment shall be made after deducting the withholding tax amount**.

(iii) The bidder has to submit Tax Residency Certificate at the time of submission of service invoices..

(b) For Indigenous Vendors:

(aa) Goods and Service Tax(GST):

(i) The item being purchased under this contract shall be used for construction of ships in GRSE under chapter heading 8906 of GST HSN codes. As per sl no. 252 of Notification no. 01/2017 CT/IT (Rate) and recent advance rulings, items falling under “Any chapter”, which are parts of goods of heading 8901, 8902, 8904, 8905, 8906, 8907 are to be taxed at 5% rate. Hence Sellers must supply the goods under chapter heading 8906 and charge not more than 5% GST rate in their invoice. GRSE shall be liable to reimburse GST only upto 5% of basic value of goods. In case seller raise invoice at GST rate more than 5%, GRSE shall not be liable to pay additional GST over and above 5% of basic value of goods.

(ii) In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism. The amount of GST to be paid by GRSE shall be deducted from vendor’s bill.

(iii) Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service provides (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.

(iv) If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.

(v) If the vendor is registered under GST, the GST registration number (15 digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

(vi) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).

(vii) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.

(viii) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.

(ix) The Supplier/Seller must submit original tax invoice or debit note to GRSE(buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE(Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September

following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.

(x) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

(xi) TDS @2 % or as applicable shall be deducted on the payment made or credited to the supplier where the total value of supply (supply of Goods or services) under a contract exceed Rs.2,50,000/- excluding GST. However no deduction shall be made if the location of the supplier and the place of supply is in a state or Union Territory, which is different from the state, or as the case may be Union Territory of the registration of recipient.

18. **Bank Charges:**

(a) **For Foreign Vendor:**

(i) All normal Bank Charges in India will be borne by GRSE and Bank charges outside India will be borne by the supplier.

(ii) LC confirmation charge where required, will be borne by the supplier.

(iii) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the supplier.

(iv) All Bank Charges (both Seller's Bank and Buyer's Bank) are to be borne by seller due to discrepancy of documents.

(b) **For Indigenous Vendors:** All applicable Bank Charges shall be borne by vendor.

19. **Billing and Despatch Schedule of Supply Items:**

(a) The bidder shall submit tentative list of Imported Items and Indigenously manufactured (in India) items along with their percentage of total basic price of materials in their Part-I bid.

(b) The firm on receipt of Purchase order and by a not later within 02 weeks after completion of Design & Engineering or 03 month prior to schedule contractual delivery date, whichever is earlier, shall list out and confirm all deliverables including Main Eqpt. Accessories, Onboard Spares, Tools Technical Documentations and other items. Each item shall have the firm's part

no. and break up prices. The same is required essentially for incorporating GRSE material code nos. into the Purchase order and computer systems. GRSE shall issue amendment to Purchase order incorporating the details received from the firm with GRSE code numbers, individual prices etc prior to contractual delivery date. While dispatching the firm shall identify each item with GRSE code no and the firm's part no. Packing list should indicate all deliverable items specially mentioning/mounted on main eqpt. or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

20. **Consignee for Despatch:**

Garden Reach Shipbuilders and Engineers Ltd.,43/46, Garden Reach Road, Kolkata-700024,India

Note:

(i) Consignee (including address of delivery) may change at the time of delivery of goods. It is the obligation of Seller to obtain confirmation from GRSE in regard to consignee address prior to shipment of goods. No price escalation/increase shall be entertained due to change in consignee address.

(ii) Consignee for B&D Spares shall be finalized during placement of order. However, no price escalation shall be entertained.

21. **Inspection, Tests and Certification:**

(a) Inspection AT OEM's premise shall be as per SOTR and agreed TNC MOM.

(b) Joint Receipt Inspection (JRI) at GRSE will be carried out within 90 days of arrival of equipment at Buyer’s premise by Buyer’s representative, Buyer’s Customer’s representative (if applicable) and Supplier’s representatives (reps). The Supplier is required to depute their reps at GRSE within 07 days from date of intimation by email for JRI. If supplier is not able to depute reps within 07 days, GRSE will carry out receipt inspection in absence of reps of OEM. The JRI Report / ICGRN (Inspection cum Goods Receipt Note) Report shall be forwarded to Seller within 30 days of date of JRI. Any discrepancies / shortfall found during receipt inspection are to be made good by supplier immediately free of cost. In case equipment manufacturer/ vendor's representatives desire to attend JRI, the bio data of the equipment manufacturer/ vendor's representative will be communicated fifteen (15) days prior to the dispatch of goods to the shipyard for obtaining the necessary security clearance.

22. **Packing Instructions:**

The materials are to be properly packed to protect against damage in the conditions of land, sea and air transportation, transshipment, storage and weather hazards during

transportation, ingress of water & dust, pilferages during transits and to store for a period indicated in SOTR & TSP. All packing/cases should be properly identified and tagged as per SOTR Clause.

23. **PRESERVATION:**

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 / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished. Should any material require any additional preservation till its final installation / fitment on board the Ship, the materials should be supplied in preserved (sealed or in cocoons) condition for long duration of time as per order. Detailed procedures for subsequent de-preservation / re-preservation are to be stated by Sub-contractor / Supplier / Vendor. The preserved sealed cases / cocoons will not be opened on receipt and same will be opened when the first preservation is due or if required on board earlier. The short fall, discrepancy or damage , if any, found during the inspection after opening these cases will have to be replaced / made good by the supplier free of cost within reasonable period."

24. **Technical assistance/Service Engineer:**

(a) Technical assistance is to be provided as per the scope mentioned in TSP/SOTR.

(b) **Price for Services of Engineers (dedicated independent team for each ship) for the purpose of Installation, STW, HAT, FMT, SAT, Training etc are to be quoted on Lump sum basis (including TDS/Withholding Tax as per Indian Income Tax Law) in template of "Item Rate BOQ" or Part-II bid. Please also refer Taxes & Duties clause of Special Commercial Terms and Conditions of this NIT. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding, local conveyance, food & incidentals, communication system, medical, insurance, personal Indian Income tax, all incidental charges etc. for each activity as per TSP**.

(c) Services of Engineer's cost break in percentage for each of the activity as per TSP, if any, is to be indicated in Part-I bid. Please note that prices are not to be mentioned in Part-I bid.

(d) Please note that it is the sole responsibility of the vendor to complete the trials till SATs & Habitability trials including Final Machinery Trials (FMT) within quoted prices of services of Engineers. The quoted price shall be firm and fixed till completion of all activity as per SOTR. No extra cost (like manday rate/Sortie rate) shall be provided to supplier/OEM.

(e) Service Engineers are required to be deputed (at GRSE, Kolkata or any other place in India, where ship shall be built/commissioned. Place of deputation shall be confirmed by GRSE during notice of deputation) for attending on board activity against GRSE's call (normally one week notice for foreign bidder, 2-3 days notice for Indian bidder). In case of emergency,

bidder may also require to depute their rep at shorter notice. Timely availability of Service Engineers shall be ensured.

(f) Bio-data of the Foreign Engineers/Experts shall be furnished by the Supplier/Seller to the Purchaser for approval sufficiently in advance before their deputation. The Supplier/Seller shall obtain at its own cost, necessary work permits, passports, visas, police permits and expenses for custom duty related to personal and other effects of Experts/Personnel who are non-residents of India, employed or engaged by him for work.

(g) In the event, Expert is not found of required skill/expertise, then Purchaser will have right to send the Expert back at the cost of the Supplier/Seller.

(h) In the event of any of Seller's or OEM's employees suffers loss, injury and damage, in any manner whatsoever, during the course of execution of the work, at Purchaser's Yard or On board ship, the loss and damage incurred on account of thereof, shall be borne by the Seller in conformity with the laws in force.

(i) Supplier/OEM shall forward details checklist/prerequisites separately for each activity like Installation, STW, HAT, FMT, SAT etc. within one month of delivery of equipment to enable GRSE to keep the system ready for that activity.

(j) Timely availability of Service Engineers shall be ensured by Supplier/OEM.

(k) No Extra Mandays charge shall be paid till Sea Acceptance Trial (SAT).

25. **License, Permits & Certificates:**

(a) The Contractor, if required for execution of Contract, shall obtain and maintain the necessary Export Licence from the competent authorities and shall pay at his cost any fee connected therewith. Failure to obtain and maintain Export Licences shall not be considered as Force Majeure.The bidders shall take in to account the period required for obtaining such license while indicating delivery / completion periods for the items /equipment and delays in supplies for non-availability of such licenses are to be accounted for by the bidders.

(b) In case, the Contractor fails to obtain or maintain the licenses, or if the licenses are withdrawn, he shall restore them within two months from date of such cancellation/withdrawal, failing which the Buyer shall have the right to cancel the Contract and the Contractor shall forthwith return to the Buyer all the amounts paid by the Buyer to the Contractor.

(c) The 'End User' certificate if required by the supplier for obtaining the license is to be forwarded by Purchase. The seller must submit draft "End User Certificate" (EUC) in their template duly filled up all information within **02 weeks of award of contract**. Buyer need **02 month 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.

(d) SELLER shall procure, at his expense, all necessary permits, certificates and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and SELLER further agrees to hold PURCHASER and/or CONSULTANT harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

26. **Interest Clause**

No claim for interest shall be admissible to the Principal Contractor/Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Owner, owing to any dispute or otherwise.

27. **Part Supply / Part Payment:**

Normally Part supply, part payment is not allowed. However, part supply is allowed for identifiable line item in order to achieve continuity of the work progress at site. If any deliveries are made in parts/lots, then all the invoices received in that month for the supplies would be clubbed and processed.

28. **Option Clause/Repeat Order:**

(a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 100% of originally contracted quantity of any line item (including spares/tools etc) within original period of contract (to successful bidder/bidders) at same rates and terms of contract subject to :

(i) There being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices.

(b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.

(c) The Buyer shall also reserve the right, but without any obligation to do so, to decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice.

29. **Custom Fine, penalty, Storage and Demurrage Charges**

Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach GRSEL without proper despatch documentations and not accompanied by

packing lists, invoices etc. The Sub-contractor / Supplier / Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. Demurage, if any, due to wrong/non-availability of shipping documents will borne by supplier/vendor."

30. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

31. **Franking Clause:**

The following Franking clause will form part of contract placed on successful Bidder/Bidders-

(a) Franking clause in case of Acceptance of Goods “The fact that the goods have been inspected after delivery period and passed by the Inspecting Officer will not have effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

(b) Franking clause in case of Rejection of Goods “The fact that the goods have been inspected after delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

32. **Product Support.**

Supplier of Equipment shall provide total product support to the Buyer and Buyer’s Customer(Indian Navy or any other Customer) in the form of repair maintenance and spare parts for operation at stipulated reliability standards for a period of at least 25 years from the effective date of the contract (excluding electronic equipment for which the period would be 10 years). The SELLER shall provide a notice of 02 years to the BUYER in case the equipment/system/spares supplied by them is unlikely to be manufactured or supported by them so as to enable a Life Time Buy of all spares before closure of the said production line.

33. **Insolvency:**

If the Seller enters into liquidation, whether compulsory or voluntary (otherwise than or amalgamation or reconstruction with another party taking over all his rights as well as commitments) or becomes insolvent or Suffers a receiver of the whole or part of this asset to be appointed,

(a) shall forthwith notify the same to Buyer and the Buyer shall have the right without prejudice to his other rights or remedies to terminate the unexecuted part of this Contract.

(b) In such an event, the Buyer shall become entitled forthwith to get the refund within 30 days of all the advance payments received by the Seller and expenditure incurred as a part of its obligations under this contract.

34. **Recovery Adjustment Provision**

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

35. **Waiver**

(a) Subject to Sub-Clause below, no relaxation, forbearance, delay or indulgence by either party (Buyer or Seller) in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

(b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

36. **Assignment**

The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

37. **Agent of Overseas Suppliers in India and Agency Commission**

(a) Overseas suppliers are to be the original manufacturers of the Store and shall not engage any individual on firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Govt. of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller nor has any amount been paid, promised or intended to be intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the buyers that the present declaration is in any way incorrect or if at a latter stage it is discovered by the Buyer that the Seller has engage 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, the Seller will be liable to refund that the amount to Buyer. The Seller will also be debarred from entering into any supply contract with the Govt. of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract 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 along with the interest at the rate of 2% per annum above, the LIBOR rate, the buyer will also have the right to receive any such amount from any contracts concluded earlier with the Govt. of India.

(b) Where regional offices of foreign firms have been authorized and set up within the country, they will not be treated as agents of the foreign firms and the financial dealings with such regional offices will be restricted to the norms stipulated by the RBI for each specific case. Such regional offices form integral part of the foreign vendors and their functions are totally controlled by their corporate office abroad and are hence not entitled to any agency commission.

(c) Where Indian / regional offices of foreign firms are to provide post sale services, such as installation, setting to work, execution of warranty operations and post-warranty maintenance etc., such stipulation will explicitly be made in the terms and conditions of the supply order / contract. **Payment on this account will be made in the Indian rupees, except for the cost of spares / services required from abroad for post-warranty maintenance.**

(d) It may also be mentioned in the context that the purchase / procurement of goods should preferably be made directly from the manufacturer. Either the Indian agent in terms of para (b), (c) on behalf of the foreign principal or the foreign principal directly could bid / participate in a tender but not both.

(e) Again, in case, where an agent in terms of para (b) above participate in a tender on behalf of the foreign manufacturer, they should not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item.

(f) Notwithstanding the above conditions, the terms of engagement of Agents and payment of Agency commission shall be governed by Ministry of Defence / Govt. of India guidelines / rules issued from time to time.

(g) Authorized representative of the foreign firm in India with prior intimation and letter of authorized from the foreign OEM or their principal shall be eligible to participate in TNC, CNC and PNC meeting.

38. **Indemnification against damage by Supplier**

The Contractor / Supplier, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Contractor / Supplier, 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.

39. **Payment Against Time-Barred Claims**

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

40. **Supply of Products strictly in accordance with the Drawings / Specifications mutually agreed**

The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Enquiry / Order with deviations, if any, as mutually accepted

41. **Indemnification against claims arising for infringement of any patent / copy rights**

The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order."

42. **Communication**

Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract."

43. **SECRECY:**

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Vendor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage. All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The Technical information, Drawings, Specification and other related Documents forming part of this Enquiry /Order are the property of the Purchaser and shall not be used for any other purpose except for the execution of order. Any information / drawing etc. shall not be copied, transcribed,traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed to a third party, not misused, used in any other form whatsoever without Purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering, the tenderer has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss /cost/damage / any other claim whatsoever preferred by anybody to GRSE in this respect."

44. **Guidance to Purchaser to set-up testing, repair / maintenance facility**

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

45. **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 subcontractor/ supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU."

46. **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.

47. **Air affreightment in case of urgency**

The Purchaser reserves the right to advise the Sub-contractor / Supplier /Vendor at short notice, of Purchaser's intention to airfreight certain items in part or full thereof, if the need arises, in order to meet the criticality of shipbuilding programme. The Sub-contractor / Supplier / Vendor shall make necessary arrangements for airworthy packing and forward the consignments to the Airport without any extra charges to the Purchaser. Sub-contractor / Supplier / Vendor shall fax the flight details and airmail well in advance all despatch documents in triplicate to the Purchaser."

48. **Access to the Books of accounts.**

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent on said 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 specific request of the Buyer shall provide necessary information/inspection of the relevant financial documents/information."

49. **Use of Undue Influence / Corrupt Practices:**

a) The Contractor / Supplier 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 Contractor / Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Supplier) or the commission of any offence by the Contractor / Supplier 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 Contractor / Supplier and recover from the Contractor / Supplier 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 Contractor / Supplier.

b) The Contractor / Supplier 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 Contractor / Suppliers or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Suppliers) or the commission of any offence by the Contractor / Suppliers 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 Contractor / Supplier 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 Contractor / Supplier 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 Contractor / Supplier, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information

50. **Immunity of Government of India Clause**

It is expressly understood and agreed by and between M/s. (Contractor / Supplier) and M/S Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata –700024 (the Indian PSU) 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 Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata 700024 (the Indian PSU) 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 (Contractor / Supplier) expressly agrees, acknowledges and understands that Garden Reach Shipbuilders & Engineers Ltd. 43/46,Garden Reach Road, Kolkata-700024 (the Indian PSU) 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, (Contractor / Supplier) 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."

51. **Definition applicable for Terms and Conditions:**

(a) The word 'Purchaser' refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LTD (GRSEL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assigns.

(b) The word 'Sub-contractor / Supplier / Vendor ' means the person / firm / Company who undertakes to manufacture and or supply and or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.

(c) The word 'Owner' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard, any other specified authority like GRSE's Customer.

52. **Contract Documents and Order of Precedence:**

(a) The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract/purchase order, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' /Purchase Order shall imply reference to all these documents as well:

(i) Valid and authorized Amendments issued to the contract / purchase order

(ii) the Contract/Purchase Order

(iii) the Letter of Award (LoA)

(iv) Final written submissions made by the contractor during negotiations, if any including Commercial Negotiation Committee (CNC) and Technical Negotiation Committee (TNC) document.

(v) Tender Documents

(vi) the contractor's bid

(vii) Integrity Pact if any

(b) In the event of a conflict between the conditions of 'this Contract and the Specifications (SOTR) and/or approved Drawings, the Specifications and/ or approved Drawings shall prevail in Design

aspects, and the conditions of Contract in other aspects. In the event of a conflict between Specifications and Drawings, the Drawings shall prevail provided the changes in the drawings with respect to specifications have been specifically brought out by the Seller to the Buyer at the time of approval of drawings.

53. **Order Acceptance.**

The Seller must send order acceptance certificate in their letterhead and signed & stamped copy of this PO to GRSE within **07 days** of order issue date by email(scan copy) and airmail. If no contrary advice is received within that period it will be deemed to have been accepted by you.

ANNEXURE-VII (WORK DONE CERTIFICATE)

WDC Ref. No. : **Date :**

Work Title :

P.O. Ref. No. & Dated :

Work Done By :

Job Location / Yard No. :

Schedule Date of Starting : **Schedule Completion :**

Actual Date of Starting : **Actual Date of Completion :**

Total delay in job Completion (if applicable) :

Inspection Note Ref. No. (if applicable):

Sl. No	Item Description	Unit	Measurement	Quantity
Total Quantity				

_____ _____

(Signature of authorised Rep. of Vendor) **(Signature of GRSE Rep.)**

Name :_____

Name of Rep. :_____ **Designation :**_____

Shop No :
_____

ANNEXURE-VIII FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

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. Ministry of Finance , Deptt. of Economic Affairs Notification No. F. NO. 0(7) / B.O. III / 75 dated 2.11.77.

GUARANTEE BOND
(to be used by all scheduled banks promulgated by Reserve Bank of India)

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 fulfilment by the said Party's of the terms and conditions contained in the said Tender, on Production of a Bank Guarantee for Rs…… (Rupee…….
……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 Tender.

2. We……Bank do hereby under take 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 if 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 Managing Director , Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the …… we shall be discharged from all liability under this Guarantee thereafter.

4. We……Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender / Order or to extended

time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of 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 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 be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

7. It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.

For…….Bank Limited.

(Seal)

Dated the ……day of ……..200……

ANNEXURE-IX NET LANDED COST CALCULATION FOR DETERMINATION OF L-1 BIDDER

(ILLUSTRATIVE FORMAT)

NET LANDED COST CALCULATION FOR DETERMINATION OF L-1 BIDDER
(ILLUSTRATIVE FORMAT)

Sl No	Description	Quoted price(Sample Example)		Remarks
		Foreign Supplier (100% Import content)	**Indian Supplier**	
A.				
1	Basic Quoted Price :	**(a) FOB (b) CIF**	**(a) Ex Works (b) Delivered at GRSE's premise**	
2	Add Insurance Charge	In case of 1(a)	In case of 1(a)	Refer clause no. 6(a)(vi) of Annexure I (ITB) of NIT
3	Add Freight Charge (Sea or Air Freight for Foreign Bidder, Inland transport for Indian Bidder)	In case of 1(a)	In case of 1(a)	Refer clause no. 6(a)(vi) of Annexure I (ITB) of NIT
4	Custom Clearance, Port Handling, Landing charge and Transportation from Port to Yard	In either case i.e. FOB or CIF Price	NIL	Refer clause no. 6(a)(vi) of Annexure I (ITB) of NIT
5	Cost (ex-GRSE) excluding taxes & duties without loading towards any deviations	Sr. Nos. (1+2+3+4) if FOB price quoted OR CIF price + Sr.No.4	Sr. Nos. (1+2+3)	
B.Loading due to variations in Financial/Commercial Term				
6	Loading for Variation in payment Terms			Refer clause no. 6(b)(i) of Annexure I (ITB) of NIT
7	Loading for additional delivery period sought over stipulated period as per Tender			Refer clause no. 6(b)(ii & iii) of Annexure I (ITB) of NIT
8	Loading due to LD term deviation			Refer clause no. 6(b)(iv) of Annexure I (ITB) of NIT
9	Loading for deviation in respect of the period of warranty/guarantee			Refer clause no. 6(b)(v) of Annexure I (ITB) of NIT
9A	Loading for variation with respecto to SD/SDBG clause			Refer clause no. 6(b)(vi) of Annexure I (ITB) of NIT
9B	Loading for variation with respecto to PBG clause			Refer clause no. 6(b)(vIi) of Annexure I (ITB) of NIT
9C	Loading of Withholding Tax for foreign bidder if not agreed for deduction			Refer clause no. 6(b)(vIii) of Annexure I (ITB) of NIT
10	Cost (ex-GRSE) excluding taxes & duties after loading for variations on account of financial and commercial terms.	Sr. Nos. (5+6+7+8+9+9A+9B+9C)		

C. Additional Parameter for Ranking of Bids & L-1 Determination				
11	Delivery postponement charges for 2 years from original Delivery Date (as per Tender Terms)			Refer clause no. 6(a)(ii) of Annexure I (ITB) of NIT
12	Warranty extension charges for 2 years from original date of expiry of warranty (as per Tender Terms)			Refer clause no. 6(a)(iii) of Annexure I (ITB) of NIT
13	Re-preservation charges for 2 years from expiring of initial preservation period (as per Tender Terms)			Refer clause no. 6(a)(iv) of Annexure I (ITB) of NIT
14	Taxes and Duties, which is cost to GRSE and Input Tax Credit not admissible to GRSE			Refer clause no. 6(a)(vii) of Annexure I (ITB) of NIT
15	**Net Landed Cost to GRSE for ranking of Bids and L-1 determination**	Sr. Nos. (10+11+12+13+14)		

ANNEXURE X_PROFORMA OF BANK GUARANTEE TOWARDS WARRANTY OBLIGATION AND 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 SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head Office at 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 Messers
……..

having its registered office at
……..
(hereinafter called " THE SELLER ") have accepted an Order No.
……
……for supply of
……
from 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 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 equipments supplied against
the said order at least for a period of ……from the date of supply i. e. from

……

AND 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 seller 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 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 of 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 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 stipulation contained in the said order and to be observed or performed by the sellers or by any other dealings between the Buyer and 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 a Bank's liability under this

Indenture shall remain in full force from the date of issue of the Guarantee till……

and is limited to a sum of Rs. ……(Rupees……

……..) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to

Rs .
……(Rupees……..

……)only. Our Guarantee shall remain in force upto……..and unless
a claim or demand in writing is made on the bank within 6 months from the date of expiry of the Bank Guarantee the bank shall be released and discharged from all liabilities thereunder.

It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.

Date : ……200 (S E A L OF THE BANK)

ANNEXURE-XI INTEGRITY PACT FORMAT

REF TENDER NO..

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

INTEGRITY PACT

This Integrity Pact is made on …… day of …….. (month & year) between M/s. Garden Reach Shipbuilders & Engineers Limited (GRSE) having its Registered & Corporate office at GRSE Bhavan, 61, Garden Reach Road, Kolkata, West Bengal – 700024, India, hereinafter referred to as "The Principal"

and

M/s ……..., a company/ firm/ individual (status of the company), PSU/Partnership/Joint Venture and having its registered office at ……..., 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 has appointed Independent External Monitors (IEMs) in consultation with Central Vigilance Commission, who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1 – Commitments of the Principal

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

a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b) The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the

same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c) The principal will exclude from the process all known prejudiced persons

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

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

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

a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further, the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further, details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign Supplier" is annexed and marked as annex.

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

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

(3) In case the Bidder(s) / Contractor(s) is a Joint Venture, then all the Partners of the Joint Venture should sign this Integrity Pact. The Bidder(s) / Contractor(s) shall ensure the compliance of the provisions of this Integrity Pact by all its Joint Venture Partners. Further, the Bidder(s) / Contractor(s) shall be held responsible for any violation/breach of the provisions of IP by any one or more of its Partners.

(4) The Bidder(s)/ Contractor(s) shall ensure compliance of the provisions of this Integrity Pact by sub-contractor(s), if any. In this regard, Bidder(s)/ Contractor(s) shall ensure for entering into a similar Integrity pact arrangement with their respective sub-contractor(s) before entering into any specific sub contractual arrangement, in connection with execution of main contract with Principal. The Integrity Pact shall be generally executed in all such cases where the value of sub contract works is Rs. 2 Crore and above, the content of IP can be decided by Bidder(s)/ Contractor(s), which shall be in similar lines of this main Integrity Pact. The signed Integrity Pact needs to be retained by the Bidder(s)/Seller(s) and shall be submitted to Principal, upon seeking such information. Further, the Bidder(s)/Seller(s) shall be held responsible for any violation/breach of the provisions by its sub-contractor(s).

(5) The Bidder(s)/ Contractor(s) signing Integrity Pact shall not approach the any Court of Law while representing the matters to IEMs and until IEMs delivers their decision in the matter.

Section 3 - Previous Transgression

(1) The Bidder(s)/ Contractor(s) declares that no previous transgressions have occurred in the last 3 years from the date of signing of this Integrity Pact 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 Company's procedure.

Section 4 – 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 or 3 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 5 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, 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 4, or if the Principal is entitled to terminate the contract according to Section 4, 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 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(s) / Contractor(s) or Sub-contractor(s), or of an employee or a representative or an associate of a Bidder(s) / Contractor(s) or Sub-contractor(s) 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 Monitors (IEMs)

(1) The Principal has appointed competent and credible Independent External Monitors (IEMs) for this Integrity Pact in consultation with the Central Vigilance Commission. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.

(2) The IEMs are not subject to instructions by the representative of the parties and perform their functions neutrally and independently. IEMs reports to the Chairman and Managing Director (CMD) of the GRSE.

(3) The Bidder(s) /Contractor(s) accepts that the IEMs have 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 IEMs, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The IEMs are 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 IEMs 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 IEMs the option to participate in such meetings.

(5) As soon as the IEMs notices, or believes to notice, a violation of this Integrity Pact, they 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 IEMs can in this submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The IEMs will submit a written report to the Chairman and Managing Director of the GRSE within 8 to 10 weeks from the date of reference or intimation to them by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) IEMs shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the Board of the GRSE.

(8) If the IEMs have reported to the Chairman and Managing Director of the GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman and Managing Director of the GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit this information directly to the Central Vigilance Commissioner.

Section 9 – Integrity Pact Duration

(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.

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

Section 10 – Law and Place of Jurisdiction

This Integrity Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered and Corporate Office of the Principal i.e. Kolkata, India

Section 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.

Section 12 – Other provisions

(1) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(2) If the Contractor is a partnership or a consortium or a joint venture, this pact must be signed by all partners or consortium/joint venture.

(3) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

Section 13 – 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.

The Parties hereby sign this Integrity Pact, is deemed as part of the Contract, at …… on …….. and parties concerned are bound by it provisions.

_____	_____
(For & On behalf of the Principal) (Office Seal)	(For & On behalf of Bidder/ Contractor) (Office Seal)
Date: Place:	Date: Place:
Witness - 1: Name & Address _____ _____ _____	Witness - 1: Name & Address _____ _____ _____
Witness - 2: Name & Address _____ _____ _____	Witness - 2: Name & Address _____ _____ _____

.....

ANNEXURE TO INTEGRITY PACT

GUIDELINES ON INDIAN AGENT OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with GRSE shall apply for registration in the prescribed Application – Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by GRSE.

1.2 Wherever the Indian representatives have communicated on behalf of their principals the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer :

2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration if any, payable to his agents / representatives in India, may be paid by the Tenderer in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers :

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the Tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by GRSE in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by GRSE. Besides this there would be a penalty of banning business dealings with GRSE or damage or payment of a named sum.

ANNEXURE-XII ECS FORMAT

VENDOR'S NAME : ……..
ADDRESS : ……
VENDOR'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 :
BANK IFSC CODE FOR NEFT : ……..
BANK IFSC CODE FOR RTGS : ……..
E-MAIL ID OF BANK BRANCH : ……..
BANK CONTACT PERSON & TELEPHONE NO. :
……..
DATE OF EFFECT :

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

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 :

ANNEXURE-XIII REGISTRATION (DPIIT)

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT).

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 bidders 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. However a bidder is permitted to procure raw materials, components, sub-assemblies, etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not registered as 'sub-contracting'.

VII. Notwithstanding, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

VIII. **All Bidders must submit Certificate in their letterhead as per following format**. If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

iii. Certificate for Tenders

"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.]"

iv. Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is 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.]"

ANNEXURE-XIV COLLABORATION AGREEMENT FORMAT

COLLABORATION AGREEMENT

THIS COLLABORATION AGREEMENT ("Agreement") made this ____ **day of**_____**,** **…….**between amongst the following PARTIES: -

1) [*Insert name of the Principal Bidder*], incorporated under the Laws of **[●]** with its registered office at [●] (hereinafter referred to as "Principal Bidder", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted *Principal*assigns; AND

2) [*Insert name of the Consortium Partner/Member*], incorporated under the Laws of **[●]** with itsregistered office at **[●]** (hereinafter referred to as "Consortium Member", which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns; The Principal Bidder and Consortium Partner/Member are individually referred to as "Party" and collectively referred to as "Parties".

WHEREAS

(1) Garden Reach Shipbuilders and Engineers Limited ("GRSE") has floated a tender dated [●] ("Tender") for [●] ["Supply of Equipment/Service/Works to be constructed at Garden Reach Shipbuilders & Engineers Limited ("GRSE"), Kolkata"] (hereinafter referred to as the "Project") and GRSE shall process the Tender and award the Contract/Purchase Order to an experienced, qualified and selected Bidder/Contractor with proper technical experience.

(2) The Principal Bidder is engaged in the business of [●]. The Consortium Member is engaged in the business of [●].

(3) The Parties desire to forge a strategic business alliance to combine their skills and work under the leadership of Principal Bidder who will, on being awarded contract(s) / purchase orders for the Equipment/Works, assume the responsibility for itself and vicariously for the Consortium Member and the Parties shall work with each other in the performance of the contract(s) /purchase orders that may be entered into with the GRSE in pursuance of the Tender.

(4) One of the conditions of the **Tender** is that the Parties should enter into a binding agreement amongst themselves such that they would work jointly and Principal Bidder shall be responsible for the completion of the Project in all respects and hold single point responsibility.

Now, therefore, the Parties hereto agree to work together and bind themselves, as follows:

1. The terms and conditions contained in this Agreement constitute a full statement of the contractual rights and obligations of the Parties in relation to the Project and supersede all prior negotiations, agreements and documents.

2. This Agreement defines and fixes the responsibilities governing the relations between the Principal Bidder and the Consortium Member in preparation of the bid and subsequent execution of the contract(s) / purchase orders for the Project.

3. It is hereby clearly defined, stated and agreed by the Parties that the Principal Bidder shall be responsible for itself and vicariously responsible for the Consortium Member and shall hold single point responsibility.

4. The Principal Bidder shall be responsible for:
(a) Preparation of bid to be submitted;
(b) Making the final decision on all strategies for the Project, including the roadmap for performance of the Project;
(c) All negotiations and communications with GRSE, as applicable;
(d) Vetting and confirming all invoices raised by the Consortium Member;
(e) Executing such contracts and undertakings that may be required by GRSE for the purposes of undertaking the Project;
(f) [**Drafting Note: Please insert other clauses as applicable.]**

5. All costs incurred with regard to the bid shall be borne by the Principal Bidder and the Consortium Member. The Principal Bidder agrees to provide complete assistance for providing sufficient data/information required for preparation of the bid in its entirety.

6. At the time of submission of the bid, the Parties shall have jointly agreed to all schedules, timelines, terms and conditions, and all other matters whatsoever necessary for the submission of bid for each Party's scope of work.

7. Upon award of the contract(s) / purchase orders, the Parties shall perform their respective scope of work in accordance with the scope indicated in the technical bid and subsequently finalized during meetings with the technical negotiation committee and commercial negotiation committee of GRSE. The Principal Bidder may provide know-how and other technical assistance to the Consortium Member for performance of the Project by the Consortium Member. The Principal Bidder shall further put in place adequate quality control measures and ensure that the Project performed by the Consortium Member adhere to the highest standards of quality.

8. The Parties shall work to achieve local content, that is, items are to be manufactured in India, of a minimum of [●]% of the scope of supply for the first ship, with subsequent ship sets rising in local content, with a target to meet [●]% by ship no. N (put number of ships). The propose dindigenization plan is given below:

Ship set	1st	2nd	…..	Nth
Indigenization %				
Proposed item being indigenized				

9. It shall be the Principal Bidder's responsibility to GRSE (as applicable) in fulfilling all obligations as are required under the contract(s) / purchase orders at no extra cost and expense to GRSE. However, the Consortium Member along with the Principal Bidder shall be jointly and severally liable to GRSE for any breach of the conditions of the contract(s) / purchase orders entered into between GRSE and the Parties on award of the contract(s) / purchase orders.

10. The Parties shall, even though the Principal Bidder is solely and vicariously liable, fully discharge their obligations and co-operate with one another with respect to the Project during the term of this agreement and act at all times in such a way to further the common interest of the Parties. Without limit to the foregoing, the Parties reaffirm not to bid for the Project separately or in combination with any third party, without the mutual consent of the Parties.

11. Any changes or amendments to this Agreement shall be made in consultation with GRSE and are valid only when these are set out in writing as such amendments and signed by the Parties.

12. The Parties agree that, if GRSE selects the Principal Bidder and issues a Letter of Acceptance("LOA") / purchase orders to undertake the Project, the Principal Bidder shall ensure that the Parties, in good faith, use their best efforts to expeditiously agree on the terms and conditions of definitive agreement(s) based on the principles outlined in this Agreement and the terms and condition mutually agreed between the Parties prior to award of the Project.

13. Notwithstanding anything contained hereinabove, in the event of, the failure of the Parties to agree on definite agreement(s) as stated in Clause [12] above or in the event the Parties refuse to take up the Supply/Service/Works for the Project, the Principal Bidder and the Consortium Member shall jointly and severally compensate GRSE for all costs and damages incurred by GRSE from the stage of inviting of [prequalification bid] till the issue of LOA to the Principal Bidder.

14. This Agreement shall become valid upon execution by the Parties and shall continue till the Parties complete all the Supply/Service/Works (as applicable), to the satisfaction of GRSE, under the contract(s)/purchase orders awarded to them. However, this Agreement shall come to end on the occurrences of any of the following events:
(i) Cancellation of the Project by GRSE; or
(ii) Award of the Project by GRSE to a third party; or
(iii) The Parties being unable to agree on a mutually acceptable bid proposal to GRSE.

15. The Parties agree to keep confidential all information and data obtained from each other during the course of this Agreement for a period of [●] years from the effective date of this Agreement.

16. No Party shall have the right to assign or, in any way, transfer any of its rights obligations under this agreement to any other company, firm or person(s) without prior
consent in writing of the other Party and GRSE.

17. The Parties agree that as and when called upon by GRSE, the Parties shall execute all further deeds, documents and agreements as may be required by laws of India.

18. This agreement shall in all respects be construed and interpreted in accordance with the applicable laws of India.

19. Any dispute or difference arising under or out of this agreement which cannot be settled amicably between the Parties within sixty days, shall be finally decided by arbitration in accordance with the Arbitration Clause of this tender document.

IN WITNESS THEREOF, the Parties have entered into this agreement effective from the date as mentioned herein above.

For and on Behalf of
[*Insert name of the Principal Bidder*]

_____

(Principal Bidder)
[Insert name of the Consortium Partner/Member]

_____
(Consortium Partner/Member)

Note: Appropriate information to be filled by bidder at **[●].**

ANNEXURE-XV POWER OF ATTORNEY/OEM'S AUTHORISATION

(On Company Letter Head)
(To be submitted as part of Technical bid)
OEM's Name_____
[Address and Contact Details]
OEM's Reference No._____ Date…….

To

Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]
Dear Sirs,
Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

1. We, ----------, are proven and reputable manufacturers of the Tendered Goods. We have factories at----------. We hereby authorise Messrs---------- (*name and address of the authorised dealer)* to submit a bid, process the same further and enter into a contract with you against above referred Tender Process for the supply of above Goods manufactured by us. Their registration number with us is …….., dated/ since……
2. We further confirm that no Contractor or firm or individual other than Messrs. …….. (*name and address of the above-authorised dealer*) is authorized for this purpose.
3. As principals, we commit ourselves to extend our full support for warranty obligations, as applicable as per the Tender Document, for the Goods and incidental Works/ Services offered for supply by the above firm against this Tender Document.
4. Our details are as under:

   (c) Name of the Company:…….
   10.1.1.1.1 Complete Postal Address: …….
   10.1.1.1.2 Pin code/ ZIP code: …….
   10.1.1.1.3 Telephone nos. (with country/ area codes): ……
   10.1.1.1.4 Fax No.: (with country/ area codes): ……
   10.1.1.1.5 Mobile Nos.: (with country/ area codes): ……..
   10.1.1.1.6 Contact persons/ Designation: …….
   10.1.1.1.7 Email IDs: …….

5. We enclose herewith, as appropriate, *our ---------- (Bye-Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution*)

Yours faithfully,
……
[signature with date, name, and designation]
for and on behalf of Messrs……
[name & address of the OEM and seal of company]
DA: As above

ANNEXURE-XVI INDIGENOUS AND IMPORT CONTENT FOR INDIAN SUPPLIER/BIDDER

ANNEXURE-XXXIII Indigenous and Import Content FOR INDIAN SUPPLIER/BIDDER							
NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*			-				
Enquiry Sl. No.	"YARD NO. / INDENT NO. / ITEM SL NO. / TYPE(GOODS/SERVICES) / MATERIAL CODE"		Material Description	Qty Required	UOM	Indigeneous Content (in percentage of quoted price of each line item of price bid) See Note below	Import Content (in percentage of quoted price of each line item of price bid) See Note below
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							

Note: (a)This is to be filled up by Indian Suppliers only, who are quoting in "INR"
(b)Price must not be mentioned in this work sheet
© This is for Indian Supplier

ANNEXURE - XVII (TECHNICAL OFFER)

ANNEXURE - XVIII (Technical Offer)							
ITEMS:							
E- TENDER NO:							
NAME & ADDRESS OF THE BIDDER *						-	
BIDDER'S REFERENCE NO./DATE *						-	
CONTACT NO., FAX NO, e-mail OF THE BIDDER*						-	
Enquiry Sl. No.	YARD NO. / INDENT NO. / ITEM SL NO. / TYPE(GOODS/SERVICES) / MATERIAL CODE	**Material Description**	**Qty Required**	**UOM**	**Required Delivery Date**	**TECHNICAL REMARKS***	**Accepted (Yes/No)***
1						-	
2						-	
3						-	
4						-	
5						-	
6						-	
7						-	
8						-	
9						-	
10						-	
11						-	
12						-	
* -Mandatory Field							

ANNEXURE-XVIII (FORMAT FOR SUBMISSION OF HSN CODE, TAXES AND DUTIE, QUOTED OR NOT)

ANNEXURE-XXIV (Format For Submission of HSN Code, Taxes and Dutie, Quoted or Not)								
ITEMS :								
E- TENDER NO:								
INDENT NO.								
NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*					-			
Enquiry Sl. No.	YARD NO. / INDENT NO. / ITEM SL NO. / TYPE(GOODS/SERVICES) / MATERIAL CODE	**Material Description**	**Qty Required**	**UOM**	**HSN Code/SAC Code**	**Price Quoted or Not(Put Yes or No)**	**Percentage and Type of Duty/Tax**	**FE Content in percentage (applicable for Bidder quoting in INR and as per Special Commercial Terms and Conditions)**
1		Item 1			BIDDER TO PUT HSN/SAC CODE	BIDDER TO PUT YES OR NOT (WHETHER QUOTED IN BOQ or Not	INDIAN BIDDER TO PUT TYPE OF DUTY AND TAX	INDIAN BIDDER TO PUT FE CONTENT PERCENTAGE
3		……..						
13								
14								
Note: Separate Annexure can be attached along with this format for details This is sample copy and indicative only								

ANNEXURE XIX FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

(to be used by all scheduled banks promulgated by RBI)

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

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

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

Contd. 2

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

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

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs._____(Rupees _____ _____) and that this guarantee shall remain inforce until its expiry on the _____ _____ (date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry, all the rights of their beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For _____ Bank Limited.

Dated the _____ day of _____ 20_____

ANNEXURE-XX OFFER FOR B&D SPARES IN APPROVED ILMS FORMAT

ITEM:
ANNEXURE-XXI
E- TENDER NO.:

OFFER FOR B&D SPARES IN APPROVED ILMS FORMAT

	EQUIPMENT																				
Sl No.	Model & Description	OEM Name	OEM Address	Country of Origin	Vendor Name	OEM part no.	UoM	Equipment Description	Description of Spare	Denomination	CRP category	VED Category	Ask Type	Book / wing	Total quantity fitted	Quantity Constituent	Quantity OBS	Recommended Quantity of B&D spares (for 05 years)	CRP	EASK	Remarks
			Include Telephone No. & Email ID							Use standard Sl Nomenclature e.g., No., Kg., M. etc	Consumable, Returnable, Permanent	Vital (under 10%), Essential (under 20%), Desirable 80%)	E-Complete Equip., A-Assembly, S-Sub-asse	Document No. of PL & details of ite		No of each equipment app					

													mbly, K-Spare Part	ms		licable for assembly & below					

NOTE :

1	EASK : EQPT/ASSEMBLY/SPARES/KIT
2	CRP: CONSUMABLE/RETURNABLE/PERMANENT
3	UOM:M/KG/NO ETC
4	Data regarding maintenance spares/stores like lubricants, sealing compound, gases should be given separately giving source of supply
5	Data furnished as OBS and B&D should also include software backup as applicable

6	In 'Remarks' column following information (if applicable) be given:- (a) If an item has a shelf/operational life, it be marked as 'G' and life indicated (b)Matching set of the component be indicated (c) Item which can be locally manufactured should be marked 'LM' (d) Items which can not be manufactured in India due to sphisticated design/technology may be marked as 'SI' (Special Item) (e) If a component/assembly is common to other similar equipment offered by the OEM earlier, these should be marked 'CM' and name of the equipment be indicated.
7	VITAL/ESSENTIAL/DESIRABLE analysis of spares to be carried out by OEM prior to submission to BUYER
9	OBS & B&D spares list should be drawn out of the 'Part List' of the equipment, which should be separately given as part of Technical Manuals.
10	If the main equipment consist of other equipment, then OBS and B&D spares list should be prepared for them under proper heads. OBS and B&D spares list is to be prepared as per the maintenance concept of the customer.
11	Items provided along with the equipment as spares should also be included in OBS and B&D list
12	Modules/Shop Replacement Unit(SRU)/Assemblies should be listed and their components should be included under them so as to relate each item of spare to their module/SRU/assembly.
13	OBS and B&D list for test equipment should also be provided on similar format
14	BUYER mutually with SELLER would also have the option to amend the MRL-OBS/B&D proposed by the SELLER during the Technical Negotiation of individual equipment to ensure its efficiency, based on its past experience of exploitation of same/similar equipment.

ANNEXURE-XXI NO CLAIM CERTIFICATE

(Refer Clause Annexure-VI, Clause 23 (c))

(On company Letter-head)
Contractor's Name_____
[Address and Contact Details]
Contractor's Reference No._____ Date…….

To
Garden Reach Shipbuilder and Engineers Ltd.
Head of Procurement
Procuring Organisation
[Complete address of the Procuring Entity]

Sub: Contract Agreement no. ---------- dated ----------for the supply of ----------

We have received the sum of Rs. (Rupees _____only) as final settlement due to us for the supply of_____under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding dispute of any description whatsoever regarding the amounts worked out as payable to us and received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall have no further claim whatsoever, of any description, on any account, against the Procuring Entity, under contract above. We shall continue to be bound by the terms and conditions of the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents.
on behalf of the contractor

(company Seal)

Date:_____
Place:_____

ANNEXURE-XXII TERMS AND CONDITIONS - COMPLIANCE

(To be submitted as part of Technical bid)
(on Company Letter-head)
Bidder's Name_____
[Address and Contact Details]
Bidder's Reference No._____ Date…….
Tender Document No. Tend No./ xxxx; Tender Title: GOODS
Note to Bidders: Fill up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	**Ref of Tender Document Section, Clause**		**Subject**	**Confirmation/ Deviation/ Exception/ reservation**	**Justification/ Reason**
	Section	**Clause/ sub-Clause**			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.
……..
(Signature with date)
……..
(Name and designation)
Duly authorized to sign bid for and on behalf of
…….
…….
[name & address of Bidder and seal of company]
DA: If any, at the option of the Bidder.

ANNEXURE-XXIII MODEL CLAUSE/ CERTIFICATE TO BE INSERTED IN TENDERS ETC. W.R.T ORDER (PUBLIC PROCUREMENT)

(While adhering to the substance of the Order, procuring entities and GeM are free to appropriately modify the wording of the clause/ certificate based on their past experience, local needs etc.)

Model Clauses for Tenders

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

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 bidders 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 fifteenpercent 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.

[To be inserted in tenders for Works contracts, including Turnkey contracts] 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. Model Certificate for Tenders (for transitional cases as stated in para 3 of this Order)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

Model Certificate for Tenders

‘‘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.]"

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub- contract any work to a contractor from such countries unless such contractor is 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.]"

Model Certificate for GeM:

"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 vendor/ bidder is not from such a country or, is not from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.

ANNEXURE-XXIV FORMAT FOR ADVANCE/STAGE/MILESTONE PAYMENT BANK GUARANTEE

To
Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Kolkata - 700 024.

Dear Sirs,
In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors administrators and assigns) having issued to …….. (Name of the seller) with its Registered / Head office at …….. (hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No. …….. dated …….. and the same having been unequivocally accepted by the seller resulting into a Contract between the buyer and the seller for supply of ……., more fully described in the said Purchase Order and the buyer in terms of one of the provisions of the said
Purchase Order having agreed to make an advance payment to the seller for performance of the above Contract amounting to Rs. …….. (amount in figures) (Rupees …….. Only) as an Advance against submission of a Bank Guarantee by the
seller for equivalent amount.

We, ……. (Name of the Bank and its branch) having its Head office at …….. (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the buyer merely on demand any and all monies payable by the seller to the extent of Rs. …….. (amount in figures) (Rupees …….. Only) as aforesaid at any time up to …… without any demur, reservation, contest, recourse or protest and / or without any reference to the seller. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference between the buyer and the seller or any difference or dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee. The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the seller. The buyer shall also have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, expressly contained or implied, in the contract between the buyer and the seller or any other course or remedy or security available to the buyer. The Bank shall not be released of its obligations under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part

of the buyer or any other indulgence shown by the buyer or by any other mater or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank. The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the buyer may have in relation to the seller's liabilities. Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs. ..... (Rupees ..... only) and it shall remain in force up to and including ..... And shall be extended from time to time for such period, as may be desired by ..... (name of the seller) on whose behalf this guarantee has been given. 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 Guarantor shall be release and discharged from all liabilities hereof.

Dated this day of , 200 at

WITNESS Signature of Bank's Authorised

Signatories with Code No., Name

Signature, Name and office Designation and Bank Stamp.

Address