Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 GARDEN REACH ROAD KOLKATA – 700024
Home Page :: www.grse.in
Ph :: 2469-8100 TO 8113
CIN No. :: L35111WB1934GOI007891

:: NOTICE INVITING TENDER::

Tender no.: PUR/DD/ST/PPG MAKE PAINTS/ASWSWC/ET-3502

ITEM: SUPPLY OF "PPG MAKE PAINTS" FOR GRSE ASW-SWC PROJECT, YARD-3036

1. Offers are invited from eligible vendors/ manufacturers as per NIT, in two bid system through GeM Portal for item: Different type of paints as detailed in price bid template (MPV Project).

2. Current requirement is as mentioned in the tender, as per enclosed specification & scope.

3. Nature of Tender:

Limited Tender

"This notice is being published for information only and is not open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected procuring Entity's registered supplier. Unsolicited offers are liable to be ignored/outright rejected. However, suppliers who desire to participate in such tenders in future may apply for registration with Procuring Entity as per procedure (as per clause no. 5.1.3, chapter 5, Manual for Procurement of Goods 2017)."

Open Tender

This notice is being published to invite all eligible vendors in line with stipulated terms and conditions detailed herein to participate in this tender. Vendor has to comply the terms and conditions and has to submit all necessary credential and documentation mentioned herein. Refer special terms and conditions of the contract for tender type.

4. **Pre-Bid Meeting:** A pre-bid meeting shall be held as per the details appended below to elaborate scope of supply and drawing submission and approval procedure. 4.1 Venue: - 4.2 Date: - 4.3 Time: 4.4 Location: - 4.5 Concern officer name and contact details:

For tenders published on GeM pre-bid details are available in the bid cover page. For information please note GeM tenders are started with word GeM and another Non-GeM tenders are started any other wording except GeM.

In case if you cannot attend the Prebid session you may send your queries to the concern officer. GRSE may publish separate elaboration note based on the outcome of Prebid meeting.

For GeM tender there is a provision to seek clarification where vendor can onboard them Queries/representation. Prebid details will be mentioned in special terms and conditions of the contract

5. **Relevant webpages**: - Tender can be down loaded from the below given webpages: -

5.1. For GeM portal: - gem.gov.in

5.2. For NICSI portal: - http://eprocure.in/cppp

5.3. For procedural query on GeM, please contact GeM Helpdesk
Email: - helpdesk-gem@gem.gov.in
Contact No: - 18004193436

5.4. For procedural query on NICSI, please contact NICSI Helpdesk
Email: - pppp-doe@nic.in; cppp-nic@nic.in ;support-eporoc@nic.in
Contact No: - 01204001002, 01206277787

6. General Eligibility Criteria: -

Subject to provisions in the Tender Document, all bidders has to fulfil the 'Eligibility' and

'Qualification criteria. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria specifically if anything mentioned in SOTR and or NIT. The Bidder, unless otherwise stipulated in SOTR/NIT

6.1 must:

(a) be a natural person, private entity, or public entity (State-owned enterprise or institution).

(b)unless permitted explicitly in SOTR/NIT, not be (or proposes to be, a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).

(c)be a manufacturer of the product offered or be dealer authorised by the Principal/ OEM.

6.2 must:

(a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of these reasons.

(b) (including their affiliates or subsidiaries or Contractors/ subcontractors for any part of the contract)

(i) Not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organization or its Ministry/ Department from participation in its Tender Processes; and/ or

(ii) Not be convicted (within three yeMPV preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for:

- offences involving moral turpitude in business dealings under the Prevention of Corruption Act, 1988 or any other law; and/or
- offences under the Indian Penal Code or any other law for causing any loss of life/ limbs/ property or endangering Public Health during the execution of a public procurement contract and/ or
- suspected to be or of doubtful loyalty to the Country or a National Security risk as determined by appropriate agencies of the Government of India.

(iii) Not have changed its name or created a new business entity as covered by the definition of "Allied Firm", consequent to having been declared ineligible/ suspended/ blacklisted/ banned/ debarred as above;

(iv) Not have an association (as a bidder/ partner/ director/ employee in any capacity)

- of retired Manager (of Gazette Rank) or a retired Gazette Officer of the Central or State Government or its Public Sector Undertakings if such a retired person has not completed the cooling-off period of one year after his retirement. However, this shall not apply if such managers/ officers have obtained a waiver of the cooling-off period from their erstwhile organisations.
- of the near relations of executives of Procuring Entity involved in this Tender Process

(c)Not have a conflict of interest, which substantially affects fair competition. The prices quoted should be competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt should be made to induce any other bidder to submit or not to submit an offer for restricting competition.

6.3 must fulfil any other additional eligibility condition, if any, as may be prescribed, in TIS or elsewhere in Tender Document.

6.4 must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

6.5 of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the NIT.
6.6from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the NIT.
6.7 If NIT/SOTR declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

7. Purchase Preference Policies of the Government
As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

8. Pre-bid Conference:
If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

9. Submission of Bids:
Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.

Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.

No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
As per current Government orders, in lieu of bid security, bidders must furnish Bid Securing Declaration (BSD) as 'Form 7: Documents Relating To Bid Security' in their bid as per format given therein. The BSD shall be drawn in favor of the authority stipulated in TIS. A self-attested scan of the original Form 7 should be uploaded along with bids. Bids not complying with these provisions shall be rejected.

10. Integrity Pact: If so indicated, in the NIT/SOTR, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per **'Form 20: Integrity Pact'**. Bids without a signed Integrity Pact shall be rejected.

11. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

12. 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 reject any or all of the Bids, or cancel the tender process; or abandon the procurement of the Goods; or issue another tender for identical or similar Goods

Note: For further details, please refer to appended TIS and the complete Tender Document.

13. List of Enclosure/Annexures:

Sl. No.	Documents / Format	Annex. No
1	General Terms and conditions of the contract	I
2	Special terms and conditions of the contract	II
3	Schedule of technical particulMPV (SOTR)	III
4	Compliance matrix GTC	IV
5	Compliance matrix STC	V
6	Compliance matrix SOTR	VI
7	Technical compliance format	VII
8	Bidder Information Sheet	VIII
9	Eligibility Declaration	IX
10	OEM's Authorization	X
11	Declaration by agents/associates of foreign principles	XI
12	Statement of deviations	XII
13	No claim certificate	XIII
14	Authorization for attending pre bid conference	XIV
15	GeM and TReDS account details	XV
16	EMD and tender fee submission format	XVI
17	CPBG format	XVII
18	PBG format	XVIII
19	EMD BG format	XIX
20	Integrity Pact format	XX
21	Bill check list	XXI
22	DPIIT registration guideline	XXII
23	Application for vendor code	XXIII

***for* Garden Reach Shipbuilders & Engineers Limited**
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ANNEXURE: I
GENERAL TERMS AND CONDITIONS OF THE CONTRACT (GTC)

1. GENERAL

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

1.2 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.

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

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

1.5 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.

1.6 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.

1.7 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.

1.8 Governing Jurisdiction and Compliance with Laws

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

(b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

(c) GRSE shall not be liable under the workmen's compensation Act of 1923, in case any employee or workmen of any contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

(d) The existing Laws on employment of Child Labor shall be binding for the contract.

(e) Sub-contractor/Supplier/vendor working at GRSE site , shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/vendor working at GRSE site , are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.

(f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 including obstinance /renewal of Labour License from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be affected.

(g) All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.

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

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

(a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Vendor for the Owner and the latter would, through the Purchaser, be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Vendor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

(b) Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Sub-contractor / Supplier / Vendor shall pay to the Owner royalty at the rate mutually agreed to.

1.11 **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.

1.12 **Preservation:**

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

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

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

1.13 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.

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

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

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

1.17 Registration as Approved Vendor :

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

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

1.18 MOU: Regular suppliers may enter into Memorandum of Understanding/long term contract (LTA) with GRSE as regards Commercial Terms & Conditions contained in this STACS.

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

1.20 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.

2. Scope of supply:

Items are to be supplied as per SOTR and items & quantity as per Technical Bid Matrix and Price Bid at relevant Annexures. Any deviation of SOTR will not be accepted during the contract period, unless otherwise accepted by GRSE.

3. Two Parts Bid Clause:

The Offers must be submitted in two parts:

(a) **Part I (Techno Commercial Bid):** The bidder shall ensure following to include in the **Part-I** bid:

(i) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.

(ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.

(iii) Audited / Certified Balance sheet, Profit / Loss account for past three (03) yeMPV.

(iv) Value of supplies during last three (3) yeMPV. (Order copies & work completion certificates to be attached).

(v) Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience etc.
(vi) Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
(vii) Weight control Data sheet if applicable.
(viii) Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
(ix) Break up of prices for various components of supply/services shall be indicated in terms of percentage (%) in Part-I bid of the cost of items, if applicable.
(x) Undertaking for product support if applicable.
(xi) Bank details for payment by RTGS/NEFT in the format enclosed.
(xii) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
(xiii) Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
(xiv) Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.
(xv) **Firm to submit the signed and stamped copy of the SOTR along with the bid and to be filled up properly.**
(xvi) **Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid.**
(xvii) Firm to submit the declaration enclosed at Annexure XI along with the bid.
(xviii) It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.

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

4. EMD & Tender Fee: Tender fee have to submit in DD form and EMD can be submitted either in DD or in BG format.BG format is given in Annexure. EMD and tender fee submission in any other format will be treated as noncompliance of tender terms and will be liable for rejection. For amount EMD and tender fee amount, refer epical terms and conditions of the contract. For limited tender EMD and tender fee is not applicable. For GeM tender

5. Validity of offer:
Offer must be valid for **180 days** from the date of tender opening. However, offer for B&D spares/spares (where applicable) has to be kept valid for 20 months from tender opening date wherever applicable. Offer for paints should be valid for 18 months from the date of ordering

6. Bid Rejection Criteria:
(a) **Bids will be categorically rejected under following criteria:**
(i) Bid received other than through GeM portal.
(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(for offer having more than two crore volume including tax).
(iii) Bidder is not complying with Drawing and SOTR requirement.

(iv) 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.

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

(vi) If the firm is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender.

(vii) If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 2 yeMPV or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE).

(viii) Bid submitted other than INR (until and unless specified in tender).

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

(i) **GRSE rights the reserve for rejection offer considering past performances.**

(ii) Bidder have to mandatorily quote for all items 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.

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

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

(v) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.

(vi) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.

(vii) Unreasonably longer delivery period quoted by the bidder.

(viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

(ix) 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.

(x) 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.

(xi) Bidder not agreeing for Warranty period as specified in the tender.

(xii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.

(xiii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must 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) Delivery by High seas sales / Sales in transit.

(xvii) 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.
(xviii) Bidder does not agree to provide warranty extension.
(xix) Bidder does not quote for all line items where it is mandatory to quote as such.
(xx) Bidder not complying the GRSE's indigenization policy.
(xxi) 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.
(xxii) Any deviation is sought which are not acceptable to GRSE

7. Bids Evaluation Methodology & Criterion:

Bid evaluation may be item wise or in subtotal or package wise based on the relevant terms mentioned in specific terms and conditions of the contract. Same is also applicable for consideration of input tax credit for L1 computation

8. Instruction for New / Unregistered Vendors: -

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

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

9. Instruction for All Vendors:

(a) Your offer should be submitted within the scheduled date and time as mentioned in this tender.
(b) Techno-Commercial Bid will be opened on the scheduled date and time through e portal.
(c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those firms will only be opened, whose offer will be found suitable after technical & commercial evaluation.
(d) As a general rule price negotiation with L1 vendor(s) will not be entered into as for as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
(e) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.

(f) Supplier to submit the tender fees and EMD prior to tender closing due date (if not exempted).

(g) Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope super-scribing the following details on the envelop:
i. Purchase Order No.
ii. Vendor Code (As per PO)
iii. Bill No/ Invoice No.
iv. Name of the person/ employee to whom bill is addressed for processing
v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

10. 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 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.

11. Miscellaneous Instruction to bidder:

(i) Bidder should consider the corrigendum published before submitting the bid online.

(ii) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

(iii) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.

(iv) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids.

(v) Bidder is requested to resolve all the tender related queries during pre bid meeting or prior to tender closing date. GRSE reserves the right to accept, clarify or reject the quarries raised by the bidder.

12. Acceptance Format:

All 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.

13. **Purchase Preference for Make in India/Indigenisation**. Indigenisation policy is as per Public Procurement (Preference to Make in India), Order 2017 – Revision; regarding vide no.P45021/2/2017-PP(BE-II) Dated:16.09.2020 and Clarification Dated:04.03.2021 placed at attached Annexure for information and necessary action.Recent updations on DPPIT guideline needs to be followed

14. **Polices for MSME:**

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulMPV to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulMPV issued by the Ministry of MSME.
- Relevant document, NSIC / Udyog Aadhaar Memorandum (UAM) / Udyam Registration Certificate, for manufacture/supply of concerned goods/services, must be submitted along with the offer for such purpose to claim the benefit.
- For non-divisible tender, the tender will be awarded on a single bidder on totality basis.

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

16. **Registration of suppliers on GeM (Government e-Marketplace):** The Ministry of Finance, Government of India has issued an Office Memorandum directing registration of suppliers on GeM i.e. with effect from 01.11.2020 and subject to the conditions provided in the OM, it shall be mandatory for Sellers providing Goods & Services to central government organizations to be registered on GeM and obtain an unique Seller ID at the time of placement of order / acceptance of contract. This ID shall be incorporated in every supply order / contract / agreement / purchase order by all central government organizations.

17. **Spares:**

(a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.
(b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer's recommended spares together with itemized prices for
    - One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
    - Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)
(c) While the spares for one year are ordered by the Purchaser, the spares for 5 yeMPV Operation will be ordered by the Owners or Purchaser. In case of 5 yeMPV operation

spares, the Sub-contractor / Supplier / Vendor shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future requirements could be established during the life cycle of the equipment in service.

(d) In the event of inability to make an offer for these spares at the time of quoting for main equipment, the Sub-contractor / Supplier / Vendor shall commit a date by which such an offer can be made and adhere to it. Non-receipt of offer as committed will render the order for main equipment liable for cancellation without notice from the purchaser and without any financial implication to the Purchaser.

18. Insurance:

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

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

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

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

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

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

19. Guarantee / Warranty

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

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

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

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

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

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

20. Quality Certification:

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

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

The Sub-contractor / Supplier / Vendor shall preferably engage sub-contractors and avail supplies from suppliers with prior approval of Purchaser and such sub-contractors

and suppliers shall also be accredited with ISO 9000: 2000 or equivalent International Quality System Standards.

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

21. Terms of Payment:

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

(i) Seven copies of signed invoice indicating Vendor Code Number and item wise price (indicating GRSE material code no. if in the order) along with packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract, Invoice will be in the name of GRSE.
(ii) Warranty Certificate in triplicate.
(iii) 3 copies of Manufacturer's Works Test Certificate.
(iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).
(v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)
(vi) Complete set of Classification / On board spares as per the Purchase Order.
(vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.
(viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.
(ix) Complete set of "As fitted" drawing and reproducible drawings.
(x) Quotations for B & D spares for (a) 2 yeMPV operation and (b) 5 yeMPV operation.
(xi) IIG Forms duly filled in.
(xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistics Management System).

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

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

Issue of GRN: For materials received at GRSE without Inspection report of 3rd party, GRN will be issued to Local supplier for their submission of bill with GRN. But for materials received at GRSE with 3rd party Inspection report received from outstation suppliers, balance payment bill is to be submitted by suppliers with copy of clear & accepted ICGRN for further linking by Corporate Finance with GRN for processing balance payment.

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

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

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

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

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

(i) Material Portion :
75% payment against dispatch document, 15% payment against receipt & acceptance of material and balance 10 % will be released after G.P. or against PBG for equivalent amount valid till G.P.

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

OR

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

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

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

22. Goods and Services Tax (GST):

a) GST as per GST Laws shall be payable extra as quoted.

b) In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism.

c) 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.

d) 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.

e) 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.

f) 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).

g) 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.

h) 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.

i) 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.

j) 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.

k) As per Sec 51 (1) of the CGST Act deduction of tax at source @ 2% (CGST 1% + SGST 1% or IGST @2%) on the payment made or credited to the supplier where total value of supply (supply of goods or service) under a contract exceed Rs. 2,50,000.00 excluding GST.

23. Risk Purchase:

For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the supplier's risk and cost.

24. Liquidated Damages:

In the event that-

(a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or

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

Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 0.5% of the total order value per week or part thereof of delay up to a maximum of 10% of the total order value. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor (Seller). Payments made by the Sub-contractor / Supplier / Vendor (Seller) of Liquidated Damages shall be in addition to any other remedies (other than any other remedy for the recovery of damages) available to the Purchaser, including without limitation the remedy of cancellation of Order for default.

Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late submission of Drawings for approval as agreed to by Purchaser and Sub-contractor / Supplier / Vendor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend up to 10% of the Order value.

Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of our end client.

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

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

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

25. Quality Assurance, Inspection, Testing and Commissioning Assistance:

Until otherwise specified in SOTR or STC, the item will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment.

Statutory : M. M. D. or N. M. D.
Regulatory: Classification Society–L.R.S./A.B.S/D.N.V/ I.R.S. etc.
Specification: Survey, DQA (WP)/DQAN/CQAE, Classification Society.
Others: Owners, W. P. S. (KOLKATA), GRSE

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

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

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

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

Receipt Inspection shall be carried out by GRSE/Indian Navy/Owner's representative at GRSE yard as applicable. Receipt Inspection of on-board spares (OBS) will be carried out by Quality Assurance (QA) dept. of GRSE and thereafter, the same will be mustered & handed over to ship as & when required. Joint inspection along with supplier/vendor's representative shall be carried out for major items.

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

Until otherwise specified in STC, the price should be inclusive of inspection/approval/certification cost to meet the relevant requirement of the technical specification. This should also include the cost of furnishing shock calculations and type test results wherever applicable.

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

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

26. REPLACEMENT FOR REJECTION:

(a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserves the right to dispose off the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.

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

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

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

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

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

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

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

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

27. Indemnification:

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

28. Use of Undue Influence / Corrupt Practices:

(a) The Sub-contractor / Supplier / Vendor should give an undertaking that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavor to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf (whether with or without the

knowledge of the Sub-contractor / Supplier / Vendor) or the commission of any offence by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Sub-contractor / Supplier / Vendor and recover from the Sub-contractor / Supplier / Vendor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Vendor.

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

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

29. Performance Bank Guarantee (PBG):

(a) Separate PBGs for 'EBXL CABLE' (In GRSE format) of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment.
(b) PBGs shall be kept valid till completion of respective warrantee period plus one month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
(c) GRSE shall release balance payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.
(d) The Performance Bank Guarantee in favor of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalized / Scheduled Banks or Banks of International repute excluding Co-operative banks.
(e) PBG shall be submitted after completion of Delivery of Equipment.
(f) GRSE's Bank Details:

BANK NAME:	STATE BANK OF INDIA
BRANCH NAME:	COMMERCIAL BRANCH
ADDRESS:	24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE:	CASH CREDIT ACCOUNT

ACCOUNT NO: 10945133828
MICR CODE: 700002120
IFSC CODE: SBIN0007502

30. Exchange Rate Variation (ERV) Clause:

a) FE (Foreign Exchange) Elements: Indigenous bidders quoting for imported components should clearly state FE content, Currency, rate of exchange and date of base rate in their bids (under Part I). If the quoted prices include FE Elements, the same shall be clearly indicated separately in the Price Bid for each yard. No upward revision in FE content, once specified in the order based on vendor's quote will be entertained.

b) FE Variation and Cutoff date:

i) An ERV clause is applicable where the delivery period is more than one year and there is FE content.

ii) Exchange rate variation shall be applicable on the date of Bill of lading/contractual delivery whichever is earlier. ERV shall be reimbursed subject to submission of proof and limited to FE content in vendor's offer/actual whichever is less.

iii) FE variation upto +/- 5% to be absorbed by either side. FE Variation only on the percentage beyond +/- 5% (i.e. upward or downward) at the time of actual import shall be reimbursed/recovered by GRSE.

iv) No ERV shall be payable on the portion of contract price paid to the contractor as an interest free advance. Wherever stage payment, if any, is allowed with reference to procurement of bulk material, ERV will be limited to the date of such procurement or up to a date three months before scheduled delivery whichever is earlier.

v) Following documents are required for claiming ERV.

A. A bill of ERV claim enclosing worksheet. (enclosed worksheet to be certified by Internal Auditor of vendor or by a CA).
B. Banker's Certificate / debit advice detailing FE paid &Exchange rate, date of the transaction.
C. Copies of import orders placed on the suppliers.
D. Invoice of supplier for the relevant import orders.
E. All copies of documents are to be countersigned/authenticated by vendor's authorized signatory.

vi) ERV will not be admissible to OEM/supplier for extended period of delivery if the extension is necessitated due to reasons solely attributable to the OEM or reasons are not attributable to GRSE.

31. Foreclosure:

If at any time after acceptance of the tender and conclusion of Contract, GRSE shall decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier

shall be paid at contract rates full amount for supply executed at site and in addition, a reasonable amount as certified by the store: -

(a) Any expenditure incurred on preliminary site work at GRSE, if any.

(b) Reasonable compensation for transfer of tools, cylinders & other relevant equipment from GRSE site to Supplier/Contractor's permanent stores or to his other works, whichever is less. If tools & plants are not transported to either of the said places, no cost of transportation shall be payable.

(c) The reasonable amount of items on (a) & (b) above shall not be in excess of 2% of the cost of the Supplies remaining incomplete on the date of closure.

(d) Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with- any outstanding balances due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contractor.

32. Option Clause:

GRSE retains the right to place order for additional quantities up to a maximum of 50% of the tendered quantity against this tender, at the same rate and Terms and Conditions. Such an option shall be available during the finalization of contracts.

33. Non- Disclosure Agreement of the contract Document:

Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party.

34. Additional Information:

GRSE shall not be bound by any conditions or provisions in the sellers 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 provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.

35. Indigenization:

OEM/Suppliers while participating in bid shall clearly indicate the indigenous content in % terms. Bidders shall provide details on list of items being imported, proposed indigenization content, model and plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items from first ship set to the last.

36. Indemnity:

The Bidder shall at all times indemnify GRSE against breach in maintaining confidentiality or failure of the Bidder in adhering to the mutually agreed Terms & Conditions.

37. Offer Acceptance:

GRSE is not bound to accept any quotation and reserves the right of accepting the whole or any part of the quotation and the Bidder must offer the same at the rate

quoted. GRSE reserves the right to award the complete or only part of the Scope of the deliverables to eligible Bidder(s) without assigning any reason whatsoever.

38. Counter Terms:

Bidders are expressly precluded from offering counter terms. When counter terms and conditions of business have been offered by a Bidder, GRSE shall not be bound by such terms and conditions unless specific written acceptance thereof has been given to. No conditions and terms, notice of which has not been given in this enquiry by the Bidder submitting the quotation, will be considered by GRSE, if put forward subsequently, after acceptance of Offer etc. Quotation should be free from cuttings and overwriting. Any inevitable correction should be clear, legible and countersigned. All unsigned letters and documents submitted by the Bidder will be treated as invalid and will be summarily rejected.

39. Bribes and Gifts:

Any Bribe, Commission, Gift or advantage given, promised or offered by or on behalf of the Bidder or his parties, agent or servant or any one on his or their behalf to any Officer, servant, representative or agent of GRSE or any person on his or their behalf in relation to the obtaining or to the execution of this or any other contract with GRSE shall in addition to any criminal liability which the Bidder may incur, subject the Bidder to the cancellation of this and all other contracts with GRSE and also to payment to GRSE of any loss or damage resulting from any such cancellation thereof. Any question or dispute as to the commission of any offence under the present clause shall be settled by GRSE in such manner and on such evidence or information as GRSE may think fit and sufficient and GRSE's decision shall be final and conclusive.

40. Assignment or Transfer of Contract:

The selected bidder shall not, without prior written approval of GRSE, assign or transfer the Contract or any part thereof or any share, or interest therein to any other person. No sum of money which may become payable under the Contract shall be payable to any person other than that of the selected bidder.

41. Immunity. to the Government of India:

It is expressly understood and agreed by and between GRSE & Bidder that GRSE is entering into this contact solely on its own behalf and not on behalf any other person or entity. In particular, it is expressly understood and agreed that Government of India is not a party to this tender/ contract and has no liabilities, obligations or right hereunder. It is expressly understood and agreed that bidder is an independent legal entity with power and authority to bid/ enter into contracts solely on its own behalf under the applicable laws of Indian and general principles contract law. Bidder expressly agreed acknowledges and understand that GRSE is not an agent, representative or delegate to the Government of India. It is further agreed and understood that Government of India is not and shall not be liable for any acts, commissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, bidder hereby expressly waives releases and foregoes any and all actions, including counterclaims, impleader claims or counter claims against the Government of India arising out of this RFQ / contract and covenants as to any manner, claim cause or action or this whatsoever arising out of or under this RFQ/contract.

42. Appropriation:

Whenever any sum of money is recoverable from sum of money payable to the bidder, GRSE shall be entitled to recover such sum by appropriating in part or whole by deducting any sum then due or which at any time thereafter may become due to the bidder in this or any other contract entered by GRSE as a whole its Divisions and Branch Offices etc., held by the bidder alone or in partnership with others. Should this sum be not sufficient to cover the full amount recoverable, the bidder shall pay to GRSE on demand the remaining balance due.

43. Involvement of any Agents and Middlemen:

No involvement of Agents or Middlemen in India or abroad in any capacity whatsoever is permitted at any stage in relation with this tender and the resultant contract. Bidders should specifically indicate if any of their office or contact exists in India or abroad providing the details and extent of the activities handled and provide the details of the employees, address of the office / location, phone and fax numbers. Offers and all correspondence / communications should be addressed directly to GRSE. No agency commission in any form is payable to any Agent / Middlemen or any third party in India or abroad. Anything contributing to the above is noticed or made known to GRSE, GRSE has the right to disqualify the offer or cancel the contract, forfeit all payments and take actions as deemed fit.

44. Parallel Contract:

GRSE shall reserve the right for entering into parallel contracts with other Firms / Bidders for the same items / services, if it is found necessary.

45. Jurisdiction and Applicable Laws:

All the disputes arising out the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the Supplier.

46. Law of land:

The bidders shall abide by and comply with all local, national as well as international laws in connection with services under the subject contract. GRSE shall not be responsible for breach of law, if any, by the bidder.

47. Authorization and Attestation:

Tenders shall be signed by persons duly authorized/ empowered by General Manager (in case of Public Sector Undertaking) or Director (In case of Public/Private Limited Companies). An attested copy of the Power of Attorney/ Board Resolution followed by linking successive Power of Attorney(ies), to be attached. In absence of this signature given in documents will be considered as authorized signatory

48. Clarification of Bids:

To assist in the examination, evaluation and comparison of Techno-commercial Bids, GRSE may, at its discretion, ask the Bidder for a clarification of the Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

49. Language of Tender:

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, shall be written in the English language, unless otherwise specified in the Tender Enquiry. However, the language of any printed literature furnished by the tenderer in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

The tender submitted by the tenderer and all subsequent correspondence and documents relating to the tender exchanged between the tenderer and the purchaser, may also be written in the Hindi language, provided that the same are accompanied by English translation, in which case, for purpose of interpretation of the tender etc., the English translations shall prevail.

50. Tender currencies

The tenderer shall quote only in Indian Rupees (INR).

Tenders, where prices are quoted in any other currency may not be accepted and are liable to be ignored until and unless multicurrency is accepted in GTC/global tender.

51. Alternative Tenders

Alternative Tenders are not permitted.

52. Digital Signing of Tender

The tenderers shall submit their tenders as per the instructions contained in GTC. Tenders shall be uploaded with all relevant tender documents in the prescribed format. The relevant tender documents should be uploaded by an authorized person having Class 3 digital signature certificate based on the requirement of e-portal.

53. Late Tender:

There is NO PROVISION of uploading late tender beyond stipulated date & time in the e-tendering system until and unless tender due date is extended.

54. Discrepancies in Prices

(a)If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless the purchaser feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.

(b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and

(c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause (a) and (b) above.

(d) If, as per the judgement of the purchaser, there is any such arithmetical discrepancy in a tender, the same will be suitably conveyed to the tenderer by email. If the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

55. Country of Origin

All services to be supplied and provided for the contract shall have the origin in India. The word "origin" incorporated in this clause means the place from where the services are arranged.

56. Termination for default

The Purchaser/Consignee, without prejudice to any other contractual rights and remedies available to it (the Purchaser/Consignee), may, by written notice of default sent to the supplier, terminate the contract in whole or in part, if the supplier fails to deliver any or all of the services or fails to perform any other contractual obligation(s) within the time period specified in the contract, or within any extension thereof granted by the Purchaser/Consignee pursuant to GCC. In the event of the Purchaser/Consignee terminates the contract in whole or in part, pursuant to GCC above, the Purchaser/Consignee may procure services similar to those cancelled, with such terms and conditions and in such manner as it deems fit and the supplier shall be liable to the Purchaser/Consignee for the extra expenditure, if any, incurred by the Purchaser/Consignee for arranging such procurement.

Unless otherwise instructed by the Purchaser/Consignee, the supplier shall continue to perform the contract to the extent not terminated.

57. Termination for insolvency

If the supplier becomes bankrupt or otherwise insolvent, the purchaser reserves the right to terminate the contract at any time, by serving written notice to the supplier without any compensation, whatsoever, to the supplier, subject to further condition that such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to the Purchaser/Consignee.

58. Force Majeure

Notwithstanding the provisions contained in GCC, the supplier shall not be liable for imposition of any such sanction so long the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event of Force Majeure.

For purposes of this clause, Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of , the party claiming to be affected by such event and which has caused the non – performance or delay in performance. Such events may include, but are not restricted to, wMPV or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser/Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by the Purchaser/Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

In case due to a Force Majeure event the Purchaser/Consignee is unable to fulfil its contractual commitment and responsibility, the Purchaser/Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above subparagraphs.

59. Corrupt or Fraudulent Practices :-

It is required by all concerned namely the Consignee/Tenderers/Suppliers etc to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser: -
(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Purchaser, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract by the purchaser if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

60. DEBARMENT /DECLARATION FOR NON-DEBARMENT: -

The bidder should give self-certification (as per Annexure-5) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) yeMPV ending on 30.04.2024. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated. Self-certification is to be submitted as per format attached at Annexure-5 attached with the NIT SLA. Note: (a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE. (b) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them. (c) In case of non-submission of the self-certification document as per format at Annexure-5, the bidder will be treated as non-responsive and their offer will be rejected. [Documents mentioned

in above clauses to be submitted with Techno-commercial (Part-I) bid without which submitted offer will not be considered for processing of tender]

61. Statement of Deviations:

Bids are solicited in conformity with the terms and conditions, without any deviations. However, if any Bidder is unable to accept any particular term or condition as incorporated in the RFQ, or proposes any deviation therefrom, the Bidder shall enclose along with his offer, a Statement of Deviations as per Annexure-V, clearly spelling out the deviations proposed, which will be evaluated in accordance with provisions of RFQ. Acceptance/Rejection of the deviations, if any, proposed by the Bidder(s), shall be at the sole discretion of GRSE Ltd. In case, such a deviation is rejected and the bidder still insists for the same, GRSE Ltd. reserves the right to reject the concerned bid summarily.

The Bidder shall submit his Bid confirming his acceptance to all the terms and conditions of this Tender Document, except for the deviations specifically proposed by him in his Bid. All the pages of this Bidding Document, duly signed by the Bidder, should be submitted along with the Bid, as a token of acceptance of GRSE's terms and conditions.

62. Arbitration:

If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this 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.

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.

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.

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

In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if 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.

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.

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.
The language of the proceeding shall be in English."

NOTE:
BIDDERS ARE TO NOTE THAT ALL COMPLIANCE MATRIX ARE TO BE FILLED UP, SIGNED AND STAMPED PROPERLY AND TO BE SUBMITTED WITH PART I BID FOR ACCEPTANCE OF OFFER. OVER AND ABOVE, SIGNED AND STAMPED COPY OF ALL PAGES OF SOTR and/or DRAWINGS ARE ALSO TO BE SUBMITTED AS CONFIRMATION OF ACCEPTANCE.

***for* Garden Reach Shipbuilders & Engineers Limited**

DIPANKAR DANDAPAT
Manager (Purchase)
Garden Reach Shipbuilders & Engineers Limited
Commercial Department, 2nd Floor,61 park Unit
61, Garden Reach Road, Kolkata:- 700024
Email : Dandapat.Dipankar@grse.co.in
Website : www.grse.in
CIN no. : L35111WB1934GOI007891

Annexure: - II

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT (STC)

1. **TYPE OF TENDER: Single Tender.**

2. **EARNEST MONEY DEPOSIT (REFUNDABLE): - NIL (being single tender.)**

3. **DOCUMENTS REQUIRED FORM NEW VENDORS NOT REGISTERED AT GRSE: -**
New / Unregistered Vendors within GRSE to submit the following qualification criteria, failing which their offer will not qualify for further processing.
a) The constitution and status of the firm.
b) Experience of supply / manufacture of similar items during last 3 year with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.
c) Submission of, PAN, Trade License, Registration of GST registration.
d) Copy of Audited Balance Sheets & P/L Accounts for last three financial year.
e) Name, address, telephone & email id of the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.
f) Bid specified authorized certificate issued by the OEM in case of dealer/distributor.
Not Applicable for this tender, being a single tender.

4. **DELIVERY POINT: -**
Items to be door delivered to Store, GRSE Main Unit, or RBD unit as per the requirement by yard of GRSE (43/46, Garden Reach Road, Kolkata – 700024) within Kolkata, between 09-00 AM to 12-00 Noon and 01-30 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days (Saturday). Late supply will not generally be accepted.
The items are to be delivered against proper original ink signed GST Invoice (in quadruplicate) indicating purchase order details, GRSE material code nose, etc along with all other necessary documents.

5. **DELIVERY SCHEDULE: -**
Delivery of materials within 10 days from the date of projection/ written intimation by berth/ planning dept. / any other GRSE authorised representative. Subjected to end delivery date by end July 2027.

6. **OPTION CLAUSE / QUANTITY ENHANCEMENT: -**
GRSE reserves the right to increase or decrease the quantity to be ordered up to 50% of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 50% of the contract quantity at the same rate and terms and conditions.

7. **TERMS OF PRICE: -**
Quoted price in INR must be on F.O.R. destination GRSE Kolkata basis, inclusive of all taxes & duties and to be kept fixed and firm till execution of order in full. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier. No price escalation is allowed at any stage. Contracts to be awarded on fixed price basis. No any other charges will be paid extra.

8. EXECUTION OF ORDER: -

Order once placed must be executed in full within the stipulated delivery period unless otherwise specially agreed by the buyer in writing.

9. CONDITIONAL OFFER: -

No conditional offer will be accepted. No hard copy will be accepted.

10. MODE OF DISPATCH: -

To be delivered to GRSE, Kolkata at vendor's own cost. E-way bill to be arranged by vendor end if any required.

11. L-1 DETERMINATION: -

L-1 shall be decided on totality basis, vendor to quote for all line items. In case of non-quotation of any line item their bid will be subsequently rejected.

12. TAX: -

Applicable rate of GST & its HSN code must be clearly indicated in the bid & matrix.

13. SHELF LIFE: -

Shelf life of all paints is to be minimum 12 months from date of manufacture, when stored at ambient temperature. In order to avail maximum self-life period, the paints are to be supplied to GRSE within 30 days from the date of manufacture.

14. PAYMENT TERMS: -

(A) FOR VALUE OF ORDER GREATER THAN RS. 5 LAKH

100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and against submission of Performance Bank Guarantee for 5% of invoice value against the contract in GRSE format valid till expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

OR

95% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and balance 5% will be paid after expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

(B) FOR VALUE OF ORDER LESS THAN RS. 5 LAKH –

100% payment within 30 days against clear bill supported with ICGRN, Gate Receipted Challan through ECS/NEFT mode. ICGRN will be issued only after receipt of acceptance of the item.

Note- Payment to be processed through Online OBPS System.

15. MATERIAL GUARANTEE: :-

The supplied Paints are to be guaranteed for satisfactory performance for a period of 12 months from the date of receipt of Paints, against improper design defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery. Any defect of the supplied material if found during the guarantee period, the vendor must be replaced free of cost within a period of 15 days from the date of such reporting.

PAINT PERFORMANCE GUARANTEE:-

The firm will stand a performance guarantee of 5 years for entire paint scheme. The Guarantee period will start from the date of completion of last coat of paint scheme.
Note- Paint PERFORMANCE GUARANTEE to be provided to GRSE/IN during delivery of ship as per the prevalent process and procedures.

16. SUBMISSION OF PERORMANCE SECURITY (PBG OR DD): -

a) IN FORM OF PBG (PERFORMANCE BANK GUARANTEE)

In the event of claiming 100% payment, a Bank Guarantee, in issuing Bank Sealed Envelope, for 5% of order value, in GRSE's format on a non-judicial stamp paper of Rs.100/-, valid for guarantee period, to be furnished towards Performance Bank Guarantee before claiming of 100% payment. Bank Guarantee to be sent by your Banker in a **Bank Sealed Envelope** directly to Office of Additional General Manager (Finance-F&A)/ General Manager (Finance), Garden Reach Shipbuilders & Engineers Ltd., Finance Dept. 1st Floor, 61 Garden Reach Road, Kolkata – 700024. BG No. & PO No. to be mentioned at the top of the envelope.

OR

b) IN FORM OF DD (DEMAND DRAFT)

D.D. of equivalent amount in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata

17. RIGHT OF INVOCATION OF BANK GUARANTEE: -

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

18. PERFORMANCE GUARANTEE: -

18.1. The firm will stand a performance guarantee of 5 years for entire paint scheme. The Guarantee period will start from the date of completion of last coat of paint scheme.
18.2. The performance guarantee for complete paint scheme is to be provided by the supplier in the format as per NCD 1494, Issue 1.
18.3. Four sets of performance guarantee certificates in original inked signed copy as stipulated in NCD specification are to be provided by the firm.
18.4. In case of failure of paint, the supplier shall undertake restoration of complete paint scheme free of cost as per guarantee stipulation.
18.5. Application procedure for restoration of paints in case of paint failure shall be forwarded by paint manufacturer along with technical offer.
Any defect of the supplied material if found during the guarantee period, the vendor must be replaced free of cost within a period of 15 days from the date of such reporting.

19. INSPECTION AUTHORITY :-

Paints are to be supplied with Manufacturer's Self-Certification (MTC & GC).
Receipt inspection will be done by GRSE (RIC).

20. DOCUMENTATION /CERTIFICATES: -

a) Manufacturer's Test Certificate, Guarantee Certificate and Manufacturer's self certification along with batch number is to be forwarded along with supply. Batch No., Date of Manufacture and Date of Expiry, etc. is to be marked on each paint container.

b) Scanned copies of the above certificates are to be emailed to the ordering authority for records.

21. REJECTION: -

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

22. LIQUIDATED DAMAGES: -

For delay in supply, if any, Liquidated Damages (LD) will be imposed @1/2% per week or part thereof on the undelivered portion of the order (per lot) subject to maximum of 10% of the value of the order (lot) for delayed part/lot.

23. RISK PURCHASE: -

If the materials are not supplied within the stipulated delivery period, GRSE reserves the right to procure the same or equivalent material from alternative source at Contracted Supplier's risk, responsibility & cost.

24. INDIVIDUALITY OF CONTRACT: -

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

25. CANCELLATION OF TENDER/ORDER: -

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

26. JURISDICTION: -

All the disputes arising out the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the Supplier.

27. ORDER PLACEMENT METHODOLOGY: -

Price shall be discovered through online bidding process to be conducted through GeM portal and after conclusion of contract at GeM, the same order will be converted to GRSE, SAP Purchase Order and will be governed with all the terms & conditions and all ICGRN (Inspection Cum Goods Receipt Note), Payment will be regularized through GRSE, SAP Purchase Order only. Separate yard wise Purchase Order will be issue.

28. BIDDER/SUPPLIER RESPONSE: -

Bidder will have to comply with / respond to all the above points as well as to respond the seek clarification at GeM portal. Bidder may note that for any deviation to the above points, GRSE reserves the right to reject your offer as non-responsive.

29. INTEGRITY PACT :-

To be submitted mandatorily for any offer having more than 2 Cr. (tax inclusive). Format Attached.

30. **DIVISIBILITY: -** The bid quantity is non-divisible

31. **MSE PREFERENCE/RESTRICTION :-** MSE preference to be considered for valid vendor as per MSMED Act.

32. **LOCAL SUPPLER PREFERENCE /RESTRICTION**: - Restricted for class I local supplier.

33. **GeM INTIMATION MODULE: -** GeM/NIC intimation module to be followed. Interested vendor has to check the webpage on regular basis.
GRSE will nowhere be responsible for any delay in intimation at any stage.

34. **IP ANOMALY :-** Vendor has to ensure that the system(IP)used by them for tender submission is not being used by other vendor to avoid conflict of interest/possibility of curtailment. In case if the same IP is received from several sellers, GRSE have the right to reject these offers without any prior notice to these sellers.

35. **REPRESENTATION MODULE:** - GeM/NIC intimation module to be followed interested vendor has to check the webpage on regular basis GRSE will not be nowhere responsible for any delay in intimation at any stage.

36. **CASE FOR MULTIPLE L1 :-** Case where multiple L1 is being emerged, L1 evaluation process as available on GeM to be followed. For any tender published on NIC, revised price bid will be taken.

37. **Quantity Overrun: -** Over and above the option clause mentioned above GRSE have the right to consider quantity overrun of additional 200 % subject to the approval of competent authority within the stipulated delivery period.

38. **Communication Mode: -** Email from registered email id will be considered for effective communication mode. No other mode of communication can be acceptable.

39. 39.1. **Compliance Note-1: -** BG formats given in the Annexure of the tender document to be strictly followed. All the BG should be properly titled with type of BG i.e. EMD BG, CPBG or PBG and must have to be backed up with SFMS massage from the Bank.

39.2. **Compliance Note-2: -** Vendor should have constant search on the advancement of the tendering in the associated tender media. Intimation module available on GeM and or NIC will be used.

39.3. **Compliance Note-3: -** As per DOE guideline GRSE reserves the right to go for the PNC with the L1 vendor to meet the cost target of individual project. Hence even after completion of PNC, lowest quoted vendor in post RA will be invited to meet the target/benchmark price.

39.4. **Compliance Note-4: -** Vendor has to update MSE certificate in prespecified space on GeM module otherwise no preference will be considered on GeM. As the entire process is program based, MSE vendor has to mandatorily upload the mse certificate at specified location.

39.5. **Compliance Note-5: -** Cess is not naturally applicable on our items. Vendor may please check the cess applicability before putting any value against cess. Request not to put anything or put zero wherever cess is not applicable.

39.6. **Compliance Note-6: -** GeM/NIC intimation module to be followed. Interested vendor has to check the webpage on regular basis. GRSE will no-where be responsible for any delay in intimation at any stage.

39.7. **Compliance Note-7: -** Vendor has to ensure that the system (IP) used by them for tender submission is not being used by other vendor to avoid conflict of interest/possibility of curtlement. In case if the same IP is received from several sellers, GRSE have the right to reject these offers without any prior notice to these sellers.

39.8. **Compliance Note-8: -** GeM/NIC intimation module to be followed. Interested vendor has to check the webpage on regular basis GRSE will not be nowhere responsible for any delay in intimation at any stage.

39.9. **Compliance Note-9: -** Case where multiple L1 is being emerged, L1 evaluation process as available on GeM to be followed. For any tender published on NIC, revised price bid will be taken.

39.10. **Compliance Note-10: -**Tendered item is not divisible in nature considering the project aspect. MSE/Local supply preference will be followed accordingly.

39.11. **Compliance Note-11: -** Having preference on MSME as well class I local supplier priority will be guided by relevant points of DPIIT guideline

ANNEXURE: III
SCHEDULE OF TECHNICAL PARTICULARS (SOTR)

1. **Reference SOTR No: -**
AS PER CDO SPECIFICATION.

2. **For any clarification please contact –**

Sl.	Item	Contact Details
1	For any kind of technical specification related quarries	Mr. Ashish Nelapati Email : Nelapati.Ashish@grse.co.in Phone: 7603042839
2.	For any kind of commercial related quarries	Mr. Dipankar Dandapat, Manager(Purchase) Email : Dandapat.Dipankar@grse.co.in
3.	For any GeM Bidding procedural detail	a. GRSE GeM Cell. mtl.eproc@grse.co.in, grse.nic@gmail.com 033-24893902 b.GeM Helpdesk E-mail : helpdesk-gem@gov.in Contact No. 1800 4143436

ANNEXURE: IV
COMPLIANCE MATRIX OF NIT

ACCEPTANCE FORMAT (MATRIX) OF GENERAL TREMS & CONDITIONS OF THE CONTRACT

विवरण / Description: SUPPLY OF "PPG MAKE SIGMA COVER - SIGMADUR - SIGMA GUARD PAINTS" FOR GRSE ASW-SWC PROJECT, YARD-3036

ANNEXURE: IV

	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	
	1.1		4		25		47		
	1.2		5		26		48		
	1.3		6.A		27		49		
	1.4		6.B		28		50		
	1.5		7		29		51		
	1.6		8		30		52		
	1.7		9		31		53		
	1.8		10		32		54		
	1.9		11		33		55		
	1.1		12		34		56		
	1.11		13		35		57		
	1.12		14		36		58		
	1.13		15		37		59		

	1.14		**16**		**38**		**60**		
	1.15		**17**		**39**		**61**		
	1.16		**18**		**40**		**62**		
	1.17		**19**		**41**				
	1.18		**20**		**42**				
	1.19		**21**		**43**				
	1.2		**22**		**44**				
	2		**23**		**45**				
	3		**24**		**46**				
			NAME						
			DESIGNATION						
			COMPANY NAME, ADDRESS & FAX/PH. NO.:						
NOTE:									

1. Bidders should read the standard terms and conditions(STACS) included in the Tender carefully prior to filling up this acceptance format.

2. This format should be properly filled signed and returned along with your technical bid for considering your bid.
3. Please indicate ACC- For accepted, NO – For not accepted and DEV – For deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.

ANNEXURE: V
COMPLIANCE MATRIX OF STC

ACCEPTANCE FORMAT (MATRIX) OF SPECIAL TREMS & CONDITIONS OF THE CONTRACT

विवरण / Description: SUPPLY OF PPG MAKE SIGMA COVER - SIGMADUR - SIGMA GUARD PAINTS" FOR GRSE ASW-SWC PROJECT, YARD-3036

ANNEXURE: V

STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS
1		23		39.7			
2		24		39.8			
3		25		39.9			
4		26		39.10			
5		27		39.11			
6		28					
7		29					
8		30					
9		31					
10		32					
11		33					
12		34					
13		35					

	14		36						
	15		37						
	16		38						
	17		39.1						
	18		39.2						
	19		39.3						
	20		39.4						
	21		39.5						
	22		39.6						

NAME	
DESIGNATION	
COMPANY NAME, ADDRESS & FAX/PH. NO.:	

NOTE:

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

ANNEXURE: VI
COMPLIANCE MATRIX OF SOTR

ACCEPTANCE FORMAT (MATRIX) OF STANDARD TERMS AND CONDITIONS

विवरण / Description: SUPPLY OF "PPG MAKE SIGMA PAINTS" FOR GRSE ASW-SWC PROJECT, YARD-3036

	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	

NAME		
DESIGNATION		
COMPANY NAME, ADDRESS & FAX/PH. NO.:		

NOTE:

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

ANNEXURE: VII
TECHNICAL COMPLIANCE MATRIX

Sl No	Tender Item	TOTAL QTY	UOM	GST %	Participated Yes/No	Make & Model (wherever applicable)	Deviation if any	Remark
1	PPG MAKE SIGMA COVER 280 YELLOW GREEN	740	L					
2	PPG MAKE SIGMA COVER 630 (AL.)	1,200	L					
3	PPG MAKE SIGMA COVER 630 (GREY)	800	L					
4	PPG MAKE SIGMA COVER 630 (RED BROWN)	500	L					
5	PPG MAKE SIGMADUR GLOSS,RAL 6028	1,000	L					
6	PPG MAKE SIGMA DUR GLOSS, RAL 7040	800	L					
7	PPG MAKE SIGMA GUARD 425 (GREY)	40	L					
8	PPG MAKE SIGMAGUARD 720 GREEN	160	L					
9	PPG MAKE SIGMAGUARD 720 GREY	160	L					
10	PPG MAKE SIGMA THINNER 91-92	364	L					
11	PPG MAKE SIGMA THINNER 21-06	188	L					
12	PPG MAKE SIGMA COVER 525-GREY	40	L					
13	PPG MAKE SIGMA SAILADVANCE DX BROWN	40	L					
14	PPG MAKE SIGMA SAILADVANCE DX RED BROWN	40	L					

Note:-
(1) For Sum total based L1 consideration, vendor has to mandatorily quote in all the items. Part quote is liable for rejection.
(2) For item wise L1 consideration vendor may quote at their convenient but item not quoted should be directly spelt out at this Annexure.

(3) Until revised by the Government GST can not be corrected or changed after price bid opening. If it happens GRSE will reserve the right for consideration that suits best for their computation.

GRSE may explore the option to takeout the additional GST amount come out of the erroneous input by the vendor from the base price keeping SumTotal amount same.

ANNEXURE: VIII
BIDDER INFORMATION SHEET

(To be submitted as part of Technical bid) (**On Company Letter-head)**
(Along with supporting documents, if any)

Bidder's Name _____

Address and Contact Details _____

Bidder's Reference No. _____

Date.....

Tender Document No. .....

Tender Title: .....

Note: Bidder shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Bidder's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the Tender Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

(1)Bidder/ Contractor particulMPV:

a) Name of the Company:
b) Corporate Identity No. (CIN): .....
c) Registration, if any, with The Procuring Entity: .....
d) GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)
e) Place of Registration/ Principal place of business/ manufacture .....
f) Complete Postal Address: .....
g) Pin code/ ZIP code: .....
h) Telephone nos. (with country/ area codes): .....
i) Mobile Nos.: (with country/ area codes): .....
j) Contact persons/ Designation: .....
k) Email IDs: .....

Submit documents to demonstrate eligibility as per relevant clauses of the tender documents, A self- certified copy of registration certificate – in case of a partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) Taxation Registrations:

a) PAN number: .....
b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.): .....
c) GSTIN number in Consignor and Consignee States

d) Registered/ Certified Works/ Factory where the Goods would be mainly manufactured and Place of Consignor for GST Purpose: .....
e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): .....

We solemnly declare that our GST rating on the GST portal/ Govt. official website is not negative/ blacklisted.

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

(3) Authorization of Person(s) signing the bid on behalf of the Bidder

a) Full Name:
b) Designation:
c) Signing as:

c.1 A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor, ☐

c.2 A partnership firm. The person signing the bid is duly authorised being a partner to do so, under the partnership agreement or the general power of attorney, ☐

c.3 A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association. ☐

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

(4) Bidder's Authorized Representative Information

a) Name:
b) Address:
c) Telephone/ Mobile numbers:
d) Email Address:

(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: As above

.....

ANNEXURE: IX
ELIGIBILITY DECLARATION

(To be submitted as part of Technical bid On Company Letter-head Along with supporting documents, if any)

To
The Head of Procurement
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 Garden Reach Road Kolkata – 700024

Tender Document No. Tend No./ xxxx;
Tender Title: GOODS
Bidder's Name
[Address and Contact Details]
Bidder's Reference No. Date…….

Note: The list below is indicative only. You may attach more documents as required to confirm your eligibility criteria.

Eligibility Declarations

We hereby confirm that we are comply with all the stipulation of NIT & STC clause pertains to eligibility and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

1) Legal Entity of Bidder:
2) OEM/ Manufacturer/ Agent/ Dealership Status:
3) We are ☐ / are not a JV ☐
4) We solemnly declare that we (including our affiliates or subsidiaries or constituents):
   a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;
   b) (including our Contractors/ subcontractors for any part of the contract):
      (i) Do not stand declared ineligible/ blacklisted/ banned/ debarred by the Procuring Organisation or its Ministry/ Department from participation in its Tender Processes; and/ or
      (ii) Are not convicted (within three yeMPV preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.
   c) Do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of Procuring Entity, as counter-indicated, in the Tender Document.
   d) We certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.
   e) We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

5) Restrictions on procurement from bidders from a country or countries, or a

class of countries under Rule 144 (xi) of the General Financial Rules 2017:
We certify as under:

"We 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, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

(a) We are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

(b) we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

6) MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

a) We are - Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. / PSU/ Others……

b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.

c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. (Please specify names and percentage of shares held by SC/ ST Partners): ……

7) Start-up Status

we confirm that we are ☐ / are not ☐ a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

8) Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related from the relevant Nodal Ministry/ Department, and solemnly declare the following:

(a) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier (tick the appropriate category):

(i) Class-I Local Supplier ☐

(ii) Class-II Local Supplier ☐

(iii) Non-Local Supplier ☐

(b)We also declare that

☐ There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for an offered Goods, or

☐ We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Goods.

9) Self-Declaration by Indian Agents/ Associates of Foreign Principals

(a) Self-attested documentary evidence about their identity (PAN, Aadhar Card, GSTIN registration, proof of address, etc.), business details (ownership pattern and documents, type of firm, year of establishment, sister concerns etc.) to establish that they are a Bonafede business as per Indian Laws – are submitted and annexed herewith.

(b) Agency Agreement shall be submitted with Form 1.4. It shall cover

(i) the precise relationship, services to be rendered, mutual interests in business - generally, and/ or specifically for the tender and

(ii) any payment the agent or associate receives in India or abroad from the foreign OEM/principal, whether a commission or a general retainer fee.

(c) Our Foreign principals, explicitly authorizing us to make an offer in response to the tender, either directly or in association with them, are listed in Form 1.3 and 1.4 annexed herewith. That also indicates their name, address, nationality, status (i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal).

(d) The amount of commission/ remuneration included in the price (s) quoted by Bidder for agents or associated bidder is detailed in Form 1.4.

(d) Confirmation is given in Form 1.4 annexed herewith from the foreign principals that the commission/ remuneration, reserved for Bidder in the quoted price(s), if any, shall be paid by the Procuring Entity in India, in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.

10) Penalties for false or misleading declarations:

We hereby confirm that the particulMPV given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

.....
(Signature with date)
.....
(Name and designation)
Duly authorized to sign bid for and on behalf of
.....
.....
[name & address of Bidder and seal of company]

ANNEXURE: X
OEM's AUTHORIZATION

(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
The Head of Procurement
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 Garden Reach Road Kolkata – 700024

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:
   (a) Name of the Company:.....
   (b) Complete Postal Address: .....
   (c) Pin code/ ZIP code: .....
   (d) Telephone nos. (with country/ area codes): .....
   (e) Fax No.: (with country/ area codes): .....
   (f) Mobile Nos.: (with country/ area codes): .....
   (g) Contact persons/ Designation: .....
   (h) 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: XI
DECLARATION BY AGENTS/ ASSOCIATES OF FOREIGN PRINCIPALS
(Required only for Agents/ Associates of Foreign Principals)

(On Company Letter Head)
(Along with supporting documents, if any)
(To be submitted as part of Technical bid)
Agent's Name
[Address and Contact Details]
Principal's Reference No. Date…….

To
The Head of Procurement
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 Garden Reach Road Kolkata – 700024

Dear Sirs,
Ref. Your Tender Document No. Tend No./ xxxx; Tender Title: GOODS

1) We, , are a Bonafede business as per Indian Laws. We have been retained as agent/ associates by our foreign principals/ OEM, Messrs. (name and address of the principal) to associate with them for participation in this Tender Process.
2) We understand that any failure or non-disclosures, or mis-declarations by us, shall be treated as a violation of the Code of Integrity. Our Bids shall be liable to be rejected as nonresponsive, in addition to other punitive actions by the Procuring Entity as per the Tender Document.
3) The required details are as follows.
   a) Name of the Agent/ Associate:…….
   b) Documents regarding ownership pattern: as appropriate – Bye Laws/ Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution.
   c) Year of establishment……
   d) Sister Concerns… ,
   e) Corporate Identity No. (CIN): ……
   f) Aadhar Card of Owner/ CEO/ Partner
   g) PAN number: ……
   h) Complete Postal Address: ……
   i) Pin code/ ZIP code: ……
   j) Telephone nos. (with country/ area codes): ……
   k) Mobile Nos.: (with country/ area codes): ……
   l) Contact persons/ Designation: ……
   m) Email IDs: ……
   n) Type of GST Registration (Registered, Unregistered, Composition, SEZ, RCM etc.): ……
   o) GSTIN number in Consignor and Consignee States
   p) Registered office from where agency/ association services would be mainly provided for GST Purpose: ……
   q) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts): ……

4) Details required regarding the foreign principal/ OEM are given below.
   a) Name of the Company:.....
   b) Nationality/ Country of operation/ incorporation.....
   c) Status:
      (i) manufacturer or
      (ii) 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.
   d) Complete Postal Address: .....
   e) Telephone nos. (with country/ area codes): .....
   f) Mobile Nos.: (with country/ area codes): .....
   g) Contact persons/ Designation: .....
   h) Email IDs: .....

5) Because of price-sensitive information, agency/ dealership/ any other agreement with foreign principals/ OEM shall be submitted as per ITB-clause 3.5, on-demand, after the Financial bid opening. It shall contain details of payments of all commissions, gratuities, or fees concerning the tender process or execution of the contract that we have paid/ received, or shall pay/ receive, as per the following format:

Name of Recipient	Address	Services to be provided	Amount and Currency

6) Our principals have authorized us to confirm that the commission/ remuneration, if any, to us under the contract shall be paid in India, in equivalent Indian Rupees on, satisfactory completion of the Project or supplies of Goods and Spares.
7) 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: 1. As above

ANNEXURE: XII
STATEMENT OF DEVIATIONS

Note to Bidders: Highlight deviations, if any, from Section VI: Schedule of Requirements in this Form.

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 requirements detailed in Section IV: Schedule of Requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised 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]

ANNEXURE: XII
NO CLAIM CERTIFICATE

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

To
The Head of Procurement
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 Garden Reach Road Kolkata – 700024

No Claim Certificate

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: XIII
AUTHORIZATION FOR ATTENDING PRE-BID CONFERENCE.

(on Company Official Letter Head)
Bidder's Name
[Address and Contact Details]
Bidder's Reference No.

Date…….

To
The Head of Procurement
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 Garden Reach Road Kolkata – 700024

Ref: Tender Document No.
Tend No./ XXXXX;
Tender Title: GOODS

Subject: Authorization for attending Pre-bid Conference on_____ (date).

Following persons are hereby authorized to attend the Pre-bid Conference for the tender mentioned above on behalf of _____

(Bidder) in order of preference given below.

Sr.	Name	Government Photo ID Type/ Number
I.		
II.		
Alternate Representative		

Note:
1. Maximum of two representatives (carrying valid Government photo IDs) shall be permitted to attend the Pre-bid opening. An alternate representative shall be permitted when regular representatives are not able to attend.
2. Permission to enter the hall where the pre-bid conference is conducted may be refused if authorization as prescribed above is not submitted.

Signatures of bidder
or
Officer authorized to sign the bid.
Documents on behalf of the bidder
[name & address of Bidder and seal of company]

ANNEXURE: XIV
GEM AND TREDS ACCOUNT DETAILS.

01.Vender Name: - .....

02. Registered address: .....

03. GSTIN: .....

04. PAN No: - .....

05.Invicement Account Id: - .....

(Attach proof)

06.Name of TReDS service provider: - .....

07. GeM Seller ID: .....

08. Any unresolved incident on GeM .....

09. Any debarment history on GeM.....

Signatures of bidder
or
Officer authorized to sign the bid.
Documents on behalf of the bidder
[name & address of Bidder and seal of company]

ANNEXURE: XV

EMD & TENDER FEE SUBMISSION FORM

1. Tender Reference No ……

2. Item Details ……

3. Tender Fee Amount …… 4. EMD Fee Amount……

5. (a) DD/BG No…… 6. (a) DD/BG No……

(b) Bank Details (b) Bank Details

…… ……

…… ……

(c) BG validity …… (c) BG validity ……

(d) BG claim period …… (d) BG claim period ……

7. Details of the firm

(a) Name of the firm ……

(b) Address of the firm ……

(c)Contact Email Id……

(d) Contact No ……

(Kindly provide at least two contact details).

(e) PAN Card No ……

(Please attach the PAN card copy duly signed by the company representative along with this form)

(f)Valid Vendor Code with GRSE

……

(In case for not having the valid vendor code, vendor has to submit the filled ECS format along with cancelled cheque).

8. Declaration

I hereby declare that the information provided herein are true at the best of my knowledge. GRSE may cancel our participation in the said tender for any wrong or incomplete information provided by us.

……
(Signature)

…… ……
(Full Name) (Company stamp)

ECS Form to be submitted along with cancelled chq leaf in case valid vendor code is not mentioned

ANNEXURE: XVI

CONTRACT PERFORMANCE BANK GUARANTEE FORMAT
IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 100((FROM SCHEDULED BANK ONLY)

==========

CONTRACT PERFORMANCE BANK GUARANTEE

To
Garden Reach Shipbuilders & Engineers Limited
61, Garden Reach Road, Kolkata:- 700024

Dear Sirs,

In consideration of the 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 "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 in to a Contract between the buyer and the seller for supply of ……., more fully described in the said Purchase Order and the seller having agreed to provide a Contract Performance Guarantee for faithful performance of all the terms & conditions of the said Purchase Order for a sum equivalent to…….% (……..percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

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 or all money payable by the seller to the seller to the extent of Rs……(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 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 convents, 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 or discharged 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 matter 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 include.....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.

Dated this ..... day of .....,20.....at.....

WITNESS

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

Note: - As per Ministry finance guideline vide memo no F.No.7/11212011- BOA dated 31.12.2012 followed by the Indian Bank's Association circular no No. PS &BT/SFMSI1662 dated 16.04.2015

BGs may continue to be issued in paper form and delivered by issuing banks to beneficiary/ applicant as being done presently. However, in addition to it, with effect from 01.04.2013, a separate advice of the BG be sent by issuing bank to the advising bank through SFMS only after which the paper BG could become operative.

ANNEXURE: XVII

IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 100/-.

PERFORMANCE BANK GUARANTEE FORMAT (FROM SCHEDULED BANK ONLY)

==========

PERFORMANCE OF BANK GUARANTEE

THIS DEED OF GUARANTEE made in this _____day of _____ between _____ (hereinafter called 'THE BANK') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE PART and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED having its Registered & Corporate office at GRSE Bhavan, 61, Garden Reach Road, Kolkata, West Bengal – 700024, India (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS Messrs._____ having its registered office at_____ (hereafter called 'THE SELLER') have accepted an Order No._____ for supply of _____ from the Buyer to manufacturer 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 order amounting to Rs._____ (Rupees _____ only) for the satisfactory performance of the equipment supplied against the 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.

(2)

NOW THIS INDENTURE WITNESSED THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. _____ 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, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or

dissolution or winding up of the business of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the Buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any 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 the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with said order have been fully 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 up to _____ 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.

Dated this ..... day of .....,20.....at.....

WITNESS

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

Signature, Name and Office

Note: - As per Ministry finance guideline vide memo no F.No.7/11212011- BOA dated 31.12.2012 followed by the Indian Bank's Association circular no No. PS &BT/SFMSI1662 dated 16.04.2015

BGs may continue to be issued in paper form and delivered by issuing banks to beneficiary/ applicant as being done presently. However, in addition to it, with effect from 01.04.2013, a separate advice of the BG be sent by issuing bank to the advising bank through SFMS only after which the paper BG could become operative.

ANNEXURE: XVIII

IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 100/-.

EMD BANK GUARANTEE FORMAT (FROM SCHEDULED BANK ONLY)

EMD BANK GUARANTEE

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, having its Registered & Corporate office at GRSE Bhavan, 61, Garden Reach Road, Kolkata, West Bengal – 700024, India (hereinafter called "the Buyer") having agreed to exempt M/s. ..... (hereinafter called "the Party") from the demand, under the terms and conditions contained in the Tender No. ..... dated ..... (hereinafter called "the said ") of Security Deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... Rupees..... .....only) we,..... ..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Buyer an amount not exceeding Rs. .....against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

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

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

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

Cont. Page-2

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

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

Dated this ..... day of .....,20.....at.....

WITNESS

Signature, Name and Office

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

Note: - As per Ministry finance guideline vide memo no F.No.7/11212011- BOA dated 31.12.2012 followed by the Indian Bank's Association circular no No. PS &BT/SFMSI1662 dated 16.04.2015

" BGs may continue to be issued in paper form and delivered by issuing banks to beneficiary/ applicant as being done presently. However, in addition to it, with effect from 01.04.2013, a separate advice of the BG be sent by issuing bank to the advising bank through SFMS only after which the paper BG could become operative."

ANNEXURE: XIX

Ref. Tender No. : ..... dated .....

INTEGRITY PACT TO BE EXECUTED FOR
MANDATORILY TO BE SUBMITTED FOR OFFER HAVING VALUE MORE THAN TWO CRORE (ALL INCLUSIVE)

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 yeMPV 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 its provisions.

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

Date: .....

Place: .....

Witness 1:
(Name & Address) .....

.....

.....

Witness 2:
(Name & Address) .....

.....

.....

ANNEXURE: XX

ANNEXURE:- XX
checklist for Vendor bills

(Filled up checklist to be enclosed with every bill before submitting to Finance)

A.	**GENERAL PARTICULMPV:**	
A.1	PO No.:	
A.2	Vendor Name:	
A.3	Vendor Code:	
A.4	BTN:	
A.5	Invoice No.:	
A.6	Ink signed PO (Required in case of 1st time invoicing & on every amendment):	
A.7	Whether Bill has been forwarded through BTS:	
A.8	Whether E-Invoice is provided, if applicable for the vendor (Y/N):	
A.9	Whether HSN code is as per PO:	
A.10	Whether GSTIN is as per PO:	
A.11	Whether Tax rate is as per PO:	

Documents enclosed (Please tick in appropriate box)		**Yes**	**No**	**Not Applicable as per PO Terms**
B.	**MATERIAL SUPPLY BILLS:**			
B.1	Ink signed Original Tax Invoice (3 copies)			
B.2	QAP/ BD schedule submission date as per PO-(DD/MM/YY)			
B.2	QAP/BD Actual date (DD/MM/YY) **(Documents in support)**			
B.3	Pre-dispatch Inspection certificate			
B.4	Packing list			
B.5	Material Test cert.			
B.6	Guarantee /Warranty Certificate (wherever mentioned in PO)			
B.7	Weight Certificate & Preservation cert.			
B.8	GRSE Gate/Stores receipted challan			
B.9	Lot no in case delivery terms is in lots			

B.10	Whether SDBG/CPBG submitted **(If Yes, BG no is to be mentioned)**			
B.11	Whether PBG Submitted for entire PO value **(single BG is to be submitted for total PO value to release 100% payment)**			
B.12	Any other documents as per payment terms			
B.13	Clear ICGRN			
B.14	Projection letter mentioning date			
B.15	E Way bill (Wherever relevant)			
B.16	PO Copy (To be ink signed by Procurement Officer)			

Note :

01.Invoice will be accepted on the basis of checklist submitted.
02.Any incomplete/wrong/partial data submission will result to entire invoice rejection and GRSE will not be liable for the delay in payment processing.
03.We have checked the ICGRN copy and no adverse or contract violating comment is/are noted. Submitted please.

Recommended for payment processing subject to Contractual Adherence	**Submitted by**
for Garden Reach Shipbuilders & Engineers Ltd.	**From M/S**_____
Name:	**Name:** _____
Designation:	**Designation:** _____
Signature: _____	**Contact No & email:** _____
Stamp	**Signature & Stamp**

ANNEXURE: XXI
Registration Requirement (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.

VII. 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.

a) 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.]"

b) 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: XXII
APPLICATION FOR VENDOR CODE
PART A

Sl. No. …… QS/03/0053(R1)

G. R. S. E. Ltd., Kolkata – 700024

APPLICATION FOR TEMPORARY VENDOR CODE CREATION/ EXTENSION & UNBLOCKING

***Type of Vendor Code: PROVISIONAL ☐ / SPECIAL ☐ / IMPORT ☐**

***The Vendor Code required for: Ship Const. ☐ BB Fab. ☐ DEP Prod. ☐ DKMC ☐ Common Service ☐**

Part A (To be filled by the Ordering Dept.)

*Date intimated……

1. *Name of Vendor : ……

*Address : ……, *State……, *PIN……

*GSTIN No. :……, *PAN :……

(Copy of PAN and GST Regn. Certificate consisting of all 3 pages shall be mandatorily enclosed)

*Email-ID……, *Contact Mobile No. ……

Tel. No. …… & Fax No. ……

2. *Item for which Temporary Code is required……

Qty. : ……, Approx. Value of Order * (in Rs.) : ……

(*) - Marked fields to be mandatorily filled

***3. Category of Industry Registration**

TICK (√) CORRECT OPTION(S) ONLY

* 1. INDUSRTY CATEGORY : MSME ☐; NON-MSME ☐

2. MSME CATEGORY (IF REGISTERED) : MICRO☐; SMALL☐; MEDIUM☐

3. MSME REGISTRATION(S) : UDYAM☐; UAM☐; NSIC☐; A. TReDS☐

* 4. GENDER OF CO. OWNER : MAN ☐; WOMAN ☐

* 5. SOCIAL CATEGORY : SC ☐; ST ☐; OBC ☐; GEN ☐; PHD ☐

* 6. GeM REGISTRATION : YES ☐; NO ☐;

7. GeM SELLER-ID (IF REGISTERED) : ☐

8. NOMINATED BY CUSTOMER : INDIAN NAVY ☐; ICG ☐; OTHER ☐

*** 4. Types of Business**

SL NO	DESCRIPTION	PLEASE TICK(√)	REQUIREMENT
1	MANUFACTURER		Required documents to be furnished
2	SERVICE PROVIDER		
3	CONTRACTOR		
4	DEALER		
5	TRADER		
6	IMPORT DEALER		

*** 5. Types of Industry:**

SL NO	DESCRIPTION	PLEASE TICK(√)	REQUIREMENT	SL NO	DESCRIPTION	PLEASE TICK(√)	REQUIREMENT
1	Govt. -Direct		Declaration of Firm(Not applicable for Govt. Firm/PSU)	5	Partnership		Declaration of Firm (Not applicable for Govt. Firm/PSU)
2	PSU-Undertaking			6	Proprietary		
3	Public Limited			7	Others		
4	Private Limited						

6. *Firm's details checked and "no details available on restriction/banned/regretted, etc. Also no vendor code exists in latest V. List) Vendor Code Proposed by and Recommended.

7. *We want to place an order / have placed an order on the above mentioned vendor based on the Purchase Proposal No…… dated ……

Name of officer..... Signature..... Date..... Designation..... Dept.....	Approved By: HOD/AGM/GM..... Date.....

8. PART B (To be filled by the Vendor Development Dept.)

V.D. Dept. Sl. No.....Date..... Vendor Code may be allotted to the vendor to meet the emergent requirement as indicated above.	HOD (VD).....

9. Vendor Code No.....Date.....is allotted to meet the urgent requirement which is valid for one order only. If you need the services of the vendor in future. Please advise them to enlist their firm as per procedure.

_____ V.D. DEPT.

_____ Date

Page 1 of 2

PART B

ECS – FORMAT (All the point are to be filled up)

1. VENDOR'S NAME :

2. VENDOR'S REGN. CODE WITH GRSE:
(Applicable to the existing GRSE's Vendors)

3. VENDOR ADDRESS:

4. PAN Number:

5. BANK DETAILS :-

BANK ACCOUNT No:

NAME OF THE BANK:

BANK BRANCH ADDRESS:

Swift Code:

9 DIGITS MICR CODE FOR PAYMENT:

IFSC / NEFT CODE:

Type of A/C:

SAVINGS	CURRENT	OTHERS* (*Give Details)

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)

We, hereby, declare that particulMPV given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information, we would not held the user institution responsible.

Date: Signature of the Authorised Signatory of the Vendor.

Certified that the particulMPV furnished above are correct as per our records.
BANK'S STAMP.

Date: SIGNATURE OF THE Authorised official of the Bank.

Signature Not Verified
Digitally signed by ARUP KUMAR DAS
Date: 2026.08.05 16:30:21 IST
Location: PSUs of Ministry of Defence-DEFPSU