TENDER ENQUIRY

Department ::: Commercial Shipbuilding

Subject:
Procurement of 'Bridge Windows and Wipers' for Multi-Purpose Vessel project, GRSE yard nos. 3050 - 3057

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the 'Bridge Windows and Wipers' for GRSE Multi-Purpose Vessel [MPV] project: -

GRSE Project	Multi-Purpose Vessel [MPV]
GRSE Yard Numbers	3050 - 3057 [08 ship sets]
Tendered Item Description	Bridge Windows and Wipers
GRSE Indent Numbers	1000066264-68, 78-79, 90
e-Tender Number	CSB/PK/MPV/LT/Bridge Windows Wipers/194/RA-3543 Dt. 09 Oct 2026
Portal	NIC Portal
Tender Type	Limited Tender
Reverse Auction	Applicable
Date of Pre-Bid Meeting (if required)	Not Applicable
Bid Submission Start Date & Time	09 Oct 2026 (14:00 hrs IST)
Last Date & Time of Receipt of Tender	13 Oct 2026 (12:00 hrs IST)
Date & Time of Opening of Tender	14 Oct 2026 (14:30 hrs IST)
EMD	Not Applicable
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

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ANNEXURE - A

SPECIAL TERMS AND CONDITIONS OF THE TENDER ENQUIRY

Sl. No.	Item description	Unit of measure	Quantity per ship	Total Quantity Required for 08 Ships
1.	Fixed trapzdl window cl_2774+2897x1185mm Fixed trapezoidal shaped window clear light 2774+2897 (W) x 1185 mm (H) in Bridge Fwd Bhd. Thk-19, Model - NW, Frame - Steel, Window box - Wooden Device element- heat, de-ice, de-mist	EA	2	16
2.	Fixed trapzdl window cl_2822+2703x1185mm Fixed trapezoidal shaped window clear light 2822+2703 (W) x 1185 mm (H) in Bridge Fwd Bhd. Thk-19, Model - NW, Frame - Steel, Window box - Wooden Device element- heat, de-ice, de-mist	EA	2	16
3.	Fixed trapzdl window cl_1547+1427x1185mm Fixed trapezoidal shaped window clear light 1547+1427 (W) x 1185 mm (H) in Bridge Fwd Bhd. Thk-19, Model - NW, Frame - Steel, Window box - Wooden, Device element- heat, de-ice, de-mist	EA	2	16
4.	Fixed rectangular window cl_3120 x1185mm Fixed rectangular shaped window clear light 3120 (W) x 1185 mm(H) in Bridge Fwd Bhd. Thk-19, Model - NW, Frame - Steel, Window box - Wooden, Device element- heat, de-ice, de-mist	EA	1	8
5.	Fixed trapzdl window cl_1738+1229x1103mm Fixed trapezoidal shaped window clear light 1738+1229 (W) x 1103mm (H) in Bridge side Bhd Thk-15/19, Model - NW, Frame - Steel, Window box - Wooden, Device element- heat, de-ice, de-mist	EA	2	16
6.	Fixed trapezdl window cl_1192+1269x628mm Fixed trapezoidal shaped window clear light 1192+1269 (W) x 628 mm (H) in Bridge side Bhd. Thk-10, Model - NW, Frame - Steel, Window box – Wooden	EA	2	16
7.	Fixed trapzdl window cl_1840+1841x1106mm Fixed trapezoidal shaped window clear light 1840+1841(W) x 1106 mm (H) in Bridge side Bhd. Thk- 15/19, Model - NW, Frame - Steel, Window box - Wooden, Device element- heat, de-ice, de-mist	EA	2	16
8.	Fixed trapzdl window cl_2087+2037x1106mm Fixed trapezoidal shaped window clear light 2087+2037 (W) x 1106 mm (H) in Bridge side Bhd. Thk- 15/19, Model - NW, Frame - Steel, Window box – Wooden	EA	2	16
9.	Fixed trapzdl window cl_1127+1013x1106mm Fixed trapezoidal shaped window clear light 1127+1013 (W) x 1106 mm (H) in Bridge Aft Bhd. Thk-12, Model - NW, Frame - Steel, Window box – Wooden	EA	2	16

Sl. No.	Item description	Unit of measure	Quantity per ship	Total Quantity Required for 08 Ships
10.	Fixed rectangular window cl_800 x1106mm Fixed rectangular shaped window clear light 800 (W) x 1106 mm (H) in Bridge Aft Bhd. (Stbd side) Thk- 10, Model - NW, Frame - Steel, Window box - Wooden	EA	1	8
11.	Fixed rectangular window cl_850x1106mm Fixed rectangular shaped window clear light 850 (W) x 1106 mm (H) in Bridge Aft Bhd. (Stbd side) Thk- 10, Model - NW, Frame - Steel, Window box – Wooden	EA	1	8
12.	Fixed rectangular window cl_900x1106mm Fixed rectangular shaped window clear light 900 (W) x 1106 mm (H) in Bridge Aft Bhd. (Port side) Thk- 10, Model - NW, Frame - Steel, Window box – Wooden	EA	1	8
13.	Fixed rectangular window cl_1350x1106mm Fixed rectangular shaped window clear light 1,350 (W) x 1106 mm (H) in Bridge Aft Bhd. (Port side) Thk- 12, Model - NW, Frame - Steel, Window box - Wooden	EA	2	16
14.	Documentation as per Clause 11 (d)_SOTR	ST	1	8
15.	Window Wiper with Motor Assembly CAT-1 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-1 (2774+2897 (W) x 1185 mm (H))	ST	2	16
16.	Window Wiper with Motor Assembly CAT-2 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-2 (2822+2703 (W) x 1185 mm (H))	ST	2	16
17.	Window Wiper with Motor Assembly CAT-3 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-3 (1547+1427 (W) x 1185 mm (H))	ST	2	16
18.	Window Wiper with Motor Assembly CAT-4 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-4 (3120 (W) x 1185 mm(H))	ST	1	8
19.	Window Wiper with Motor Assembly CAT-5 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-5 (1738+1229 (W) x 1103mm (H))	ST	2	16
20.	Window Wiper with motor assembly CAT-6 WINDOW WIPER WITH MOTOR ASSEMBLY AND HEATER, CAT-6 (1840+1841(W) x 1106 mm (H))	ST	2	16
21.	Window Wiper Cable	ST	1	8
22.	Technical Documentation Hard Copy	ST	2	16
23.	Technical Documentation Soft Copy	ST	2	16
24.	OBS for Window Wiper	ST	1	8
25.	Service of Engineers for Window Wiper	LS	1	8
26.	Sunscreen Blind	EA	22	176
27.	WWS Tank Skid & Accessories is an optional item. GRSE reserves the right to order or not to order The WWS tank & accessories based on the outcome of binding data finalisation post awarding PO/ LOI	ST	1	8

NOTE :-

- Statement of Technical Requirement for SOTR for Bridge Windows & Wipers; Specification/ Requisition No. no. GT-A-402 <29 pages - attached> and drawing no. A-402-00 <8 pages - attached>;

- Bidders are requested to go through all the clauses / terms of the NIT / tender enquiry before submitting their bids.
- Bidders are requested to indicate the percentage of GST applicable in their bid.
- Bidders are required to be registered on the TReDS (Trades Receivables e-Discounting System) - www.invoicemart.com - as per directives of the Government of India. The bidders are to indicate the registration number allotted by TReDS / Invoicemart in their bids. In the event of any bidder not registered in the portal or not indicating the registration in details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

CONTACT DETAILS FOR QUERIES:-

Query	Name	Contact Number	Email
Technical Specifications	Monoj Kumar Saha Addl. General Manager (Design) (Engg.)	(+91) 33 - 2469 8101 +91 76040 84616	Saha.MonojKumar@grse.co.in
	Cdr. Dekka Sunil Kumar, Addl. General Manager (Design) (HOF)	(+91) 33 - 2469 8101 +91 99115 64003	Dekka.Sunilkumar@grse.co.in
	Harshit Nagar Dy. Manager (Design)(HOF)	(+91) 33 - 2469 8101 +91 76050 07234	nagar.harshit@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 91477 66066	Bose.ParthaSarathi@grse.co.in
	Padmawati Kisku Sr. Manager (CSB)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
	Madhu Menon Jr. Manager (CSB)	(+91) 33-2469 8101 +91 79804 31537	Menon.madhu@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
(A Govt. of India Enterprise, under the Ministry of Defence),

Madhu Menon
Jr. Manager (Commercial Ship Building | Supply Chain)
Regd. & Corp. Office : 61 Garden Reach Road, Kolkata - 700 024.
Correspondence : Commercial Ship Building Department ('D' Block, 1st Floor), GRSE Bhavan Unit, 61 Garden Reach Road, Kolkata – 700 024.
Phone : (033) 2469 8101 | Mobile : 7980431537 | Email : menon.madhu@grse.co.in
Website : www.grse.in | CIN : L35111WB1934GOI007891

ANNEXURE - B

TECHNICAL TERMS & CONDITIONS OF THE TENDER :

1. **Items to be manufactured / supplied strictly as per technical specifications: -**
   - Statement of Technical Requirement for Bridge Windows and Wipers; Specification no: GT-A-402 <29 pages - attached> and drawing no. A-402-00 <8 pages>.

2. **PRE-BID MEETING:-** Not Applicable

3. **INSPECTION :-**

   - As per relevant clauses in the Statement of Technical Requirement [SOTR].
   - As made drawing (approved by inspection authority)
   - Modifications if suggested by the inspecting officer for improvement, during manufacture of windows are to be carried out at no extra cost.
   - Firm is to forward necessary inspection and test certificates.
   - DNV Class Inspection and test certificate with record of weighed weight
   - Inspection class - DNV
   - Receipt inspection will be carried out by GRSE (RIC)
   - Quoted price to include all incidental charges viz. inspection charges, testing charges, cost of samples, etc., if any.

4. **CERTIFICATES :-**

   - As per relevant clauses in the Statement of Technical Requirement [SOTR].
   - Type Test Certificate, Shop Floor Test Report [Factory Acceptance Trial] & Class Inspection Certificate.
   - Calibration Data/ Certificate/ Report.
   - Material test certificate
   - Manufacturer certificate.
   - Guarantee certificates.
   - Weight certificate.
   - All cables are to have class certification.
   - Design & Testing details, valid certificates complying DNV class rules, MED requirements
   - Inspection certificate with record of weighed weight duly certified by the inspecting officer
   - Shop Test certificate / Inspection Certificate.
   - Valid Type approval certificate and product certificates as applicable from Classification Society for the equipment.
   - All Certificates are to be provided in English language

5. **QUALITY ASSURANCE PLAN.**
   As per relevant clauses in the Statement of Technical Requirement [SOTR].

6. **QUANTITY TOLERANCE**
   Not applicable

---------- Bidders are requested to confirm point-wise acceptance of all the technical clauses in the 'Acceptance Format (Matrix) of SOR; Deviations, if any, are to be clearly indicated ----------

ANNEXURE - C

ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATIONS

Item/Job : Procurement of 'Bridge Windows & Wipers' for Multi-Purpose Vessel project, GRSE yard nos. 3050 - 3057	
Company Name & Address *	
Offer Reference No. & Date*	
Name & Designation *	
Contact Details (Email, Mobile) *	

SOTR :	**Statement of Technical Requirement for Bridge Windows & Wipers; Specification no: GT-A-402**	
Sl. No.	**Clause of SOTR**	**Bidder's Comments**
Chapter 01	Introduction, General Specification & Environmental conditions of ship	
1.1	Introduction	
1.2	General specification & environmental condition of the ship	
1.3	Units and Language	
1.4	Warranty and Guarantee	
1.5	Deviations	
1.6	CE Marking	
1.10	Standards and circulars	
1.11	Material	
1.12	Pre-Qualification Criteria	
1.13	Declaration for compatibility of window wiper & bridge window	
1.14	Sufficiency clause	
Chapter 02	Technical specification of Bridge Window with Wipers	
2.1	Scope of supply	
2.2	Technical note for Bridge Window manufacturing	
2.3	Manufacturing Drawing	
2.4	Material Specification	
2.5	General Requirement	
2.6	Weight record	
2.7	Contingency Spares	
2.8	Maintenance	
2.9	Installation	
2.10	As-Made Drawings & Documents	

2.11	Inspection and Trial	
2.12	Packing and Identification	
2.13	Note	
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3.1	Scope of Supply	
3.2	Rules & Regulations	
3.3	Technical Requirements & Specifications	
3.4	Power Supply	
3.5	Lifting Arrangement	
3.6	Cables & Connection	
3.7	Binding Data	
3.8	Installation Material	
3.9	Tally and Diagram Plates	
3.10	Type Approval	
3.11	Certificates	
3.12	System Performance Responsibility	
3.13	Documentation	
3.14	Spares	
3.15	Services of Engineers	
3.16	Setting to Work (STW) & GRAQ	
3.17	Test Trial and Inspections	
3.18	Painting	
3.19	Shipping	
3.20	Scope of Offer	
Annexure 1	Compliance Matrix	
Annexure 2	Cable List Format	
Annexure 3	Connection Diagram (indicative format)	
Annexure 4	Certificate of Conformity	
Annexure 5	Arrangement of Windows & Scuttles	

1. Bidders should read the Technical Specifications/Drawings 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 (and corresponding reference of your Technical Literature submitted separately).
4. Separate sheet to be attached for any deviation taken by you.
5. Technical Specifications/Drawings Sl. Numbers shown in the format includes the sub Sl. Numbers under them also.

ANNEXURE - D

COMMERCIAL TERMS & CONDITIONS OF THE TENDER :

TENDER TYPE

Tender must be submitted in the ~~GeM~~/NIC Portal.

Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -

→ GeM (Government e Marketplace) https://gem.gov.in
→ TReDS (Trades Receivables e-Discounting System) www.invoicemart.com

- The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS / Invoicemart in their bids.
- In the event of any bidder not registered in the above two portals or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

EARNEST MONEY DEPOSIT:-

- EMD Not applicable.
- EMD may be submitted either in the form of a crossed demand draft / bankers cheque / bank guarantee / online.
- EMD, if submitted in the form of a crossed demand draft / bankers cheque, is to be drawn in favour of "Garden Reach Shipbuilders & Engineers Ltd.".
- EMD, if submitted in the form of bank guarantee, is to be as per approved GRSE format, issued by any scheduled commercial bank other than co-operative bank, on ₹ 100/- non-judicial stamp paper towards EMD. GRSE's standard format of bank guarantee is given at Annexure--H of this enquiry.
- EMD should be valid for at least 180 days from due date / extended due date of the tender enquiry or the maximum period of validity possible for the instrument.
- EMD is to be sent in an envelope, clearly indicating the Tender Reference and Due Date, to the tendering authority so as to reach before the tender opening date and time. GRSE shall not be responsible for postal delays, etc. Bids/Offers submitted without EMD within specified date and time will be treated as non-responsive and summarily rejected. Scanned copy of the EMD is to be attached along with the techno-commercial bid.
- Only Micro & Small Enterprises having Udyam Registration Certificate [latest/current] for manufacture/supply of the tendered equipment/material/item may be exempted from submitting Earnest Money Deposit against formal approach in techno-commercial bid along with the valid relevant certificate.
- New/unregistered bidders are to fill-up and submit the ECS format in case EMD is submitted. Non-submission of correct ECS details might lead to rejection of EMD. GRSE standard ECS format is given at Annexure--J of this enquiry.

TENDER FEE

- Not applicable.

MICRO & SMALL ENTERPRISES (MSES) :-

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- Relevant document, Udyam Registration Certificate [latest/current] for manufacture/supply of tendered goods/services, must be submitted along with the offer for such purpose to claim the benefit.

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) :-

- The Public Procurement (Preference to Make in India), Order 2017 - no. P-45021/2/2017-B.E.-II dated 15.06.2017 - and subsequent amendments / guidelines / press publications / circulars to the Order issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India shall be applicable as on the date of opening of the price bids.
- The bidders are advised to check the website of the DIPP for details of the amendments / circulars issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

INTEGRITY PACT :-

1. The Integrity Pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract.
Only those vendors/bidders who enter into such an Integrity Pact with the buyer would be competent to participate in the bid.
The format of the Integrity Pact is enclosed with tender documents [refer Annexure-L] and, dully filled, is to be submitted along with the offer such that the ink-signed copy reaches GRSE before the scheduled tender opening. Bidders are to ensure that every page of IP is ink signed and company seal/stamp is affixed on the document. Non-submission of Integrity Pact in GRSE format shall lead to rejection of offer.

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

Shri Lov Verma, IAS (Retd.) B-12, Second Floor, Green Park Extension, Near Uphar Cinema, New Delhi – 110016 Email: lov_56@yahoo.com	Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL B1001 Prateek Wisteria, Sector 77, Noida Uttar Pradesh – 201301 Email: debashis9999@gmail.com

The Integrity Pact is to be executed on a non–judicial stamp paper of value ₹ 110/-.
The format of the Integrity Pact is provided along with this tender enquiry – Annexure K.

NEW / UNREGISTERED VENDORS TO POSITIVELY SUBMIT THE FOLLOWING QUALIFICATION CRITERIA IN PART 'A' BID FAILING WHICH THEIR OFFER WILL NOT BE CONSIDERED FOR TENDER EVALUATION: -

I. Submission of the constitution and status of the firm.
II. Registration with Govt./PWD/PSU/and reputed organizations, if any (to furnish document).
III. Experience of supply/manufacture of similar items during last 2/3 years with documentary evidence such as copies of purchase orders, performance certificates from Govt. / reputed private organizations, etc.
IV. Submission of Sales Tax clearance certificate, PAN together with copies of trade license, registration of GST, etc.
V. Solvency Certificate from Banker and copy of audited Accounts for last three years.
VI. Name, address, telephone, mobile nos., email of the bankers and the contact person of the Firm.
VII. Details in SOTR/TSP are to be referred and will take precedence wherever clauses are conflicting.

BANK DETAILS OF GRSE: -

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	
Bank Name	State Bank of India
Branch Name	Commercial Branch
Address	24, Park Street, Kolkata – 700 016
Account Type	Cash Credit Account
Account No	10945133828
MICR Code	700002120
IFSC Code	SBIN0007502

1. **TENDER TYPE : -**

- This is a Limited Tender, with Reverse Auction [RA Qualification Rule = H1 Highest Price Bid Elimination], where all potential vendors meeting the Technical Specifications and Qualification Criteria can participate.

2. **TERMS OF PRICE :-**

- Quoted Price must be F.O.R. destination / GRSE, Kolkata / as mentioned in the SOTR/TSP basis. High sea sales may be considered, if applicable.
- Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing and to be kept firm and fixed till execution of order in full.
- The quoted price should also include all statutory costs required to deliver the material at site along with loading and unloading of the item/s at user/indenter mentioned space/area.
- Price escalation will not be allowed at any stage.
- Quoted price to include all incidental charges viz. inspection charges, testing charges, cost of samples, etc., if any.

3. **TERMS OF DELIVERY :-**

- Items to be delivered at GRSE Main/RBD unit, Kolkata [SOTR/SOR/TSP to be referred for details].
- Exact location will be confirmed at the time of delivery.

4. **DELIVERY SCHEDULE / JOB COMPLETION PERIOD:** -

Items are to be delivered as per following tentative schedule: -

Sl. No.	*Vessel No. / Yard*	*Delivery Date at GRSE*
1	1st Vessel – 3050	60 days from placement of PO
2	2nd Vessel – 3051	60 days from placement of PO
3	3rd Vessel – 3052	60 days from placement of PO
4	4th Vessel – 3053	March 2027
5	5th Vessel – 3054	May 2027
6	6th Vessel – 3055	July 2027
7	7th Vessel – 3056	September 2027
8	8th Vessel – 3057	September 2027

- The delivery schedule is the essence of the contract and offers of the vendors deviating from the above are liable to be rejected as commercially non-responsive.

5. **DETERMINATION OF L-1 BIDDER :-**

- This is a non-divisible tender and tender will be awarded to a single bidder on totality basis.
- L-1 will be determined on totality basis.
- Loading factors for deviation in tender terms as per GRSE policy will be applicable.

6. **PART ORDER :-**

- Part Order is not applicable.
- L-1 bidder shall be decided on totality basis.

7. **PAYMENT TERMS :-**

100% of the value of the purchase order or individual line item, with full taxes and duties, through ECS/NEFT, after delivery and acceptance of material/equipment at GRSE and against submission of Performance Bank Guarantee for 5% value of the order valid till expiry of guarantee/warranty period.

OR

90% of the value of the purchase order or individual line item, with full applicable taxes and duties, through ECS/NEFT, after delivery and acceptance of material/equipment at GRSE. Balance 10% shall be released after expiry of guarantee/warranty period and on claim.

- Payment will be made against Tax Invoice [eInvoice / original / ink-signed with GSTIN, GST rates, relevant HSN / SAC code nos.], Receipted / gate-stamped copy of Invoice / Delivery Challan and ICGRN [Inspection cum Goods Receipt Note of GRSE] / SES [Service Entry Sheet of GRSE].
- The Tax Invoice to be ink-signed, in quadruplicate and with GSTIN, relevant GST rates, HSN / SAC code nos.
- The Tax Invoice is to be stamped by the CISF security personnel at the gate. Please ensure that your representative carries out the same failing which it will not be possible to process payment.
- Bidders are required to confirm clear acceptance of the aforesaid payment terms. In case of deviation, GRSE reserves the right to reject the offer as non-responsive bidder against the tender.

ONLINE BILL PROCESSING SYSTEM [OBPS] :-

✓ GRSE has implemented an Online Bill Processing System portal wherein vendors can access GRSE purchase orders, upload their invoice, submit requisite documents [Drawing, Quality Assurance Plan, Work Done Certificate, Bank Guarantees, etc.].

✓ The status of goods entry at GRSE, goods receipt [GR], inspection report [ICGRN] and payment status with payment advice can be accessed through the portal once these are generated with a one working day gap.

✓ Vendors can access the website https://www.obps.grse.in. The sign-up / log-in procedure and other details are available in the attached user manual. Vendor login ID is the GRSE vendor code prefixed with "00".

(a) For Deliverables / Supply of Goods :

i) Payment will be made as per payment terms of the purchase order through ECS/NEFT within 30 days against online submission of GST e-invoice through the OBPS portal with Gate-In-Entry report and acceptance of material i.e. ICGRN as reflected in the OBPS portal.

ii) In case Security Deposit Bank Guarantee [SDBG] is not submitted by the vendor, payment will be processed after deduction of equivalent amount and applicable interest @ SLR plus 2% p.a. for the delayed period of submission.

iii) Balance 10% payment will be made through ECS/NEFT against online submission of claim invoice / claim letter through the OBPS portal supported with inspection-cum-receipt inspection certificate (ICGRN) as reflected in the OBPS portal and Performance Bank Guarantee [PBG] as applicable in GRSE format having validity till expiry of the guarantee period or else the balance 10% will be released after expiry of the guarantee period.

Note :

➢ All vendors having turnover above ₹ 5 crore have to mandatorily submit e-invoice.

➢ All vendors having turnover below ₹ 5 crore are also to submit e-invoice / digitally signed invoice. (vendors having turnover under ₹ 5 crore have option to create e-invoice).

➢ Invoice in hard copy is not desirable.

➢ Gate-In entry date will be treated as gate-stamped date.

➢ Work Done / Completion certifying authority of GRSE must be at least at the rank of Dy. Manager.

➢ Bank Guarantee in PDF format is to be uploaded by vendor in the OBPS portal.

8. **TAXES :-**

- Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered and indicated by the bidder.
- GST percentage along with HSN/SAC codes to be clearly indicated in the techno-commercial bid and in the "Acceptance Format (Matrix) of Commercial Terms & Conditions (CTACs) of Tender Enquiry" – Annexure E.
- Applicable GST shall be @ 5% and to be indicated in the techno-commercial bid in accordance with sl. no. 250, Chapter/Heading 8906 of GST notification.

9. **PERFORMANCE GUARANTEE / WARRANTY PERIOD:-**

(a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 36 months from the date of receipt at GRSE against improper design, defective materials and faulty workmanship.
(b) A guarantee/warrantee certificate is to be submitted with the supply.
(c) In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/supplier shall quote for the same on monthly basis for the period of such extension.
(d) For any item/equipment found defective / rejected, the Supplier will collect the same from GRSE Stores within 10 days from the date of intimation of such rejection. All incidental charges to be borne by the Supplier.
(e) GRSE reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to GRSE and to recover storage charges and any consequence damage from sale proceeds of such disposal.

10. **TEST / GUARANTEE CERTIFICATE :-**

- Manufacturer / Supplier's Test and Guarantee Certificates [along with any other certificate(s) mentioned in the TSP/SOR/SOTR] indicating compliance of the specification, make, etc. is to be forwarded along with the supply of the items. Necessary catalogue, detail, etc. of the item as applicable, should be furnished by the firm to facilitate receipt inspection.
- For details, please refer attached TSP/Drawings.

11. **CHARGES FOR EXTENSION OF WARRANTY PERIOD & DELIVERY SCHEDULE :-**

- Warranty extension charges for additional 02 years (per annum charges to be quoted through a separate document).
- Charges for Preponement of delivery on monthly basis (i.e. per month, extendable upto maximum 03 months based on GRSE's requirement) to be quoted through a separate document.
- Charges for Postponement of delivery on monthly basis (i.e. per month, extendable upto maximum 12 months based on GRSE's requirement) to be quoted through a separate document.

12. **PERFORMANCE BANK GUARANTEE :-**

- For claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 5% value of purchase order, in GRSE's format on a non-judicial stamp paper of ₹ 100/, valid for the guarantee/warranty period, must be furnished towards Performance Bank Guarantee before claiming of 100% payment.
- Bank Guarantee scanned copy has to be uploaded in OBPS and hard copy is to be sent to the purchase order issuing authority.
- Performance Bank Guarantee format will be provided by GRSE to the awarded Bidder and same to be followed strictly. No other format is acceptable. GRSE standard format is given at Annexure--G of this enquiry.
- Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

13. **CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT :-**

- In the event of receipt of order, a bank guarantee of 5% of the value of the order, valid till full execution of order, on a non-judicial stamp paper of ₹ 100/- (as per GRSE's format) and in a bank-sealed envelope, is to be submitted within 15 days from the date of receipt of order.
- Bank Guarantee scanned copy has to be uploaded in OBPS and hard copy is to be sent to the purchase order issuing authority.
- Contract Performance Bank Guarantee shall be released after successful execution of the entire contract and acceptance of the system by GRSE without any interest.
- Contract Performance Bank Guarantee will be encashed in case of failure to supply the material on time or if the progress of manufacturing is found unsatisfactory at any point of time within the contractual delivery date, without giving any prior notice.
- Contract Performance Bank Guarantee format will be provided by GRSE to the awarded Bidder and same to be followed strictly. No other format is acceptable. GRSE standard format is given at Annexure--J of this enquiry.
- Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

- In case of non-submission or delayed submission of the security deposit amount, Penalty Clause will be applicable i.e. Recovery of penal interest for delayed period of submission of security deposit beyond 15 days at the prevailing cash credit rate on the amount of security deposit to be submitted.

14. **VALIDITY OF OFFERS-**

All Tenders/Bids/Offers must remain firm and open for acceptance for 180 days from the due date. Bidder has to unconditionally accept this up to 180 days.

15. **DELIVERY POINT / JOB EXECUTION SITE :-**

a) Materials are to be delivered at GRSE Stores, Main unit, 43/46 Garden Reach Road, Kolkata – 700024 and/or GRSE Stores, RBD unit, 44 Garden Reach Road, Kolkata – 700044.
b) Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days. Late supply will not be accepted.
c) The Tax Invoice, in quadruplicate, is to be stamped by the CISF security personnel at the gate. Please ensure that your representative carries out the same failing which it will not be possible to process payment.
d) Copies of the purchase order as well as the requisite certificates [Manufacturer's Test Certificate, Guarantee/Warranty Certificate, etc.] are to be available with the consignment.
e) The consignment is to be delivered through gate no. 2 [Materials Gate] in case the consignment is delivered to GRSE Main unit. In case of other units, the consignment is to be delivered through the appropriate gate.
f) Please inform the Purchase Order issuing authority well in advance of actual delivery so that necessary arrangements can be made for smooth receipt of the consignment.

16. **CONDITIONAL OFFER : -**

- Conditional offer / hard copy of offer shall NOT be accepted.
- Incomplete bids are liable for rejection.

17. **LIQUIDATED DAMAGES :-**

In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier/vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 10% of the value of the order for delayed part.

18. **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 the bidder's risk, responsibility and cost.

19. **ARBITRATION :-**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be 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.
ii) 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.
iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
v) In the event of the death or resignation 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.

vi) Also in the event an Arbitration award is set aside by a competent court the parties my 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 & Conciliation Act.

vii) 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.

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

20. **JURISDICTION** :-

The appropriate Court(s) at Kolkata City including the District Court at Alipore, irrespective of the location of the vendor, shall have exclusive jurisdiction over any disputes arising out of the Contract/ Tender.

21. **DISPUTE RESOLUTION MECHANISM (DRM) :-**

a) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

b) In case of non-settlement by (a) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

c) The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

d) In case no amicable settlement is arrived by (b) above within a period of three months, then the Supplier/Contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

e) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the Supplier/Contractor may invoke Arbitration Clause of the contract.

22. **LOADING FOR DEVIATIONS IN TERMS AND CONDITIONS :-**

a) Loading due to Additional Delivery Period: For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the landed cost at GRSE, provided the extended delivery period is acceptable to GRSE.

b) Loading due to Payment Terms Deviation: Loading on amount at variation (landed cost at GRSE) @ MCLR found in RBI as on tender closing date plus 2% for the period at variation.

c) Loading due to LD term deviation: Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the landed cost at GRSE.

d) Deviation in respect of the period of Warranty/Guarantee: Deviation in respect of the period of warranty/guarantee shall be loaded to the landed cost at GRSE @ 0.25% per month for period of warranty in deviation.

23. **SECRECY CLAUSE:-**

All information given to the Bidder for the execution of the order is to be treated as SECRET/CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of the 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 and not misused/used in any other form whatsoever without the Purchaser's prior consent in writing except to the extent required for

the execution of this Order. At the time of tendering, the Bidder has to give an undertaking in favour of G.R.S.E. 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 G.R.S.E. in this respect.

24. **PACKING :-**

All materials are to be properly packed to protect against ingress of water and dust and to withstand damages/pilferages during transits. All packing/cases should be properly identified and tagged.

25. **INSURANCE :-**

Insurance shall be done by the Bidder at Bidder's cost until and unless total system is handed over to GRSE as functional and accepted by GRSE in written format.

26. **PRICE TEMPLATE :-**

Vendor has to follow / fill-in the price template available in the tender. Unit price, necessary GST tax code, all other charges should be mentioned separately in the bid. It there is no provision for the same, then Bidder has to submit the detailed price break-up mandatorily for regularising SAP purchase order in GRSE.

27. **GeM PROCESSING CHARGES :-**

Bidders are requested to be cognizant of all the processing charges / security deposits, if any, applicable to GeM. As these charges are directly linked with the GeM portal, these are to be paid mandatorily. Delay in Order acceptance due to non-payment of these charges is not acceptable.

28. **SPECIAL NOTE FOR MANDATORY COMPLIANCE** :-

In case of a two-part bid, Bidders are requested to NOT quote anything pertaining to price in the technical bid. Bidders are requested to follow the GeM/NIC rules and, if required, only the L1 bidder will submit the price break-up as per the template after release of the GeM/NIC contract for regularization purposes.

29. **REVERSE AUCTION :-**

- In tenders/bids wherever reverse auction is applicable, all the bidders are requested to be keep themselves updated with the latest GeM/NIC standard procedure of reverse auction and response time. In case, if any vendor fails to participate within the stipulated due date and time, no further consideration on time extension will be granted as the provision may not available on the GeM/NIC portal.
- RA Qualification Rule = H1 Highest Price Bid Elimination.

30. **DECLARATION OF LOCAL CONTENT** :-

All participants/bidders are required to declare the local content of their offered product/system as per the attached Annexure F.

31. **SOTR COMPLIANCE MATRIX :-**

SOTR Compliance matrix, wherever available in the tender, is to be mandatorily submitted by the bidder with their technical offer. Non-submission of compliance matrix may lead to cancellation/rejection of offer.

32. **GeM/NIC CONTACT DETAILS :-**

For any procedural problem, bidders may contact the following authorities: -

A	GeM portal	→ GeM Helpdesk email : helpdesk-gem@gov.in → Contact number : 1800 4143436
B	NIC portal	→ email : support-eproc@nic.in → Contact number : 0120 – 4001002, 4711508, 4001005, 6277787

33. **CANCELLATION OF ORDER :-**

In the event of progress being poor, GRSE reserve the right to cancel the order. Cancellation charges, if any, will not be paid to the bidder on this account.

34. **COMPLIANCE WITH LAWS :-**

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

35. **OPTION CLAUSE**

- The Purchaser reserves the right to increase or decrease the quantity to be ordered up to the GeM/NIC mandated percentage of bid quantity, at the time of placement of contract.
- The purchaser also reserves the right to increase the ordered quantity upto the GeM/NIC mandated percentage of the contracted quantity or up to 25-30% of the bid quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.
- The Option Clause provided in the GeM/NIC bid may be referred to for details.

36. **FALL CLAUSE :-**

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

A regularising purchase order will be created in the internal SAP system and payment will be made based on this purchase order. For vendors who are not registered with GRSE, documents required for vendor registration are to be submitted immediately after receipt of the GeM/NIC purchase order. Non-submission/delay in receipt of requisite documents will, in turn, lead to delay in payment.

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

GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.
GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

37. **REGISTRATION ON TReDS PLATFORM :-**

- Micro & Small Enterprise Bidders are required to be registered on the TReDS (Trades Receivables e-Discounting System) - www.invoicemart.com - as per directives of the Government of India.
- Reference Office Memorandum No. DPE-7(4)12007-Fin dated 4th May 2020 of the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India on the subject "Consolidated guidelines to CPSES on procurement from GeM portal and TReDS".
- The bidders are to indicate the registration number allotted by TReDS / Invoicemart in their bids.
- In the event of any bidder not registered in the portal or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.
- Contact Details of INVOICEMART :- Mr. Susanta Layek (Manager- Business Development), 9051918734, Susanta.Layek@invoicemart.com | Mr. Binay Mishra (Relationship Manager), mobile – 9199545258; email – binay1.mishra@invoicemart.com

38. **ADDITIONAL INSTRUCTIONS :-**

- ✓ Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.
- ✓ GRSE's standard terms and conditions are available in the company website under the tab https://www.grse.in/tender/CommercialShipBuilding. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.

39. The item/(s) is/are required urgently and, as such, the due date of the enquiry might not be extended.

---------- Bidders are requested to confirm point-wise acceptance of all the commercial clauses in the 'Commercial Acceptance Format (Matrix) of Special Terms & Conditions (STACs) Of Tender Enquiry' - attached; Deviations, if any, are to be clearly indicated ----------

ANNEXURE - E

ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS & CONDITIONS (CTACs) OF TENDER ENQUIRY

Item/Job : Procurement of 'Bridge Windows & Wipers' for Multi-Purpose Vessel project, GRSE yard nos. 3050 - 3057		
CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
1.	Tender Type [Limited Tender with Reverse Auction]	
2.	Terms of Price	
3.	Terms of Delivery	
4.	Delivery schedule / job completion period	
5.	Determination of L-1 Bidder	
6.	Part order	
7.	Payment terms	
8.	Taxes	
9.	Performance guarantee / warranty period	
10.	Test / Guarantee Certificate	
11.	Charges for Extension of Warranty Period & Delivery Schedule	
12.	Performance bank guarantee	
13.	Contract Performance Guarantee / Security Deposit	
14.	Validity of Offer	
15.	Delivery point / job execution site	
16.	Conditional offer	
17.	Liquidated damages	
18.	Risk purchase	
19.	Dispute Resolution Mechanism (DRM)	
20.	Arbitration	
21.	Jurisdiction	
22.	Loading for Deviations in Terms and Conditions	
23.	Secrecy clause	
24.	Packing	
25.	Insurance	
26.	Price template	
27.	GeM processing charges	
28.	Special Note for Mandatory Compliance	
29.	Reverse auction	Applicable
30.	Declaration of Local Content	
31.	SOTR compliance matrix	
32.	GeM/NIC contact details	
33.	Cancellation of Order	
34.	Compliance with Laws	
35.	Option clause	
36.	Fall clause	
37.	Regularising GRSE purchase order	
38.	Workmen's Compensation Act	
39.	Tender Acceptance / Rejection / Split	

Item/Job : Procurement of 'Bridge Windows & Wipers' for Multi-Purpose Vessel project, GRSE yard nos. 3050 - 3057		
CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
40.	Price Negotiation with L-1	
41.	TReDS Registration no.	
42.	Additional Instructions	
43.	Tender Extension	
44.	Submission of EMD	
45.	Submission of Tender Fees	
46.	Submission of MSE certificate	
47.	Declaration of 'Local Content | Make in India'	
48.	Submission of Integrity Pact	
49.	Land Border Declaration	

Company Name	
Bidder's Offer Reference	
Contact Person [Name and Designation]	
Contact Details [email ID, mobile number, landline number, address, etc.]	

NOTE:

1. Bidders should read the Commercial Terms and Conditions (CTACs) 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. CTACs clause numbers shown in the format include the sub clauses under them also.

ANNEXURE - F

DECLARATION CERTIFICATE FOR LOCAL CONTENT

< to be submitted by the Bidder in their organization letter-head >

As per Public Procurement (Preference to Make in India) Order no. P-45021/2/2021-BE-II dated 15.06.2017 and subsequent amendments / revisions issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry

The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of ₹ 10 crores, the 'Class-I Local Supplier' / 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local content calculated using the definition/given above are as under :

Tender Item Sl. No.	Local Content %	Location of Local Value Addition (Location shall be the specified as name of city or district etc. location as name of country will be considered as ambiguous and such bids shall be rejected)
1		
2		

- Attach separate sheet, duly signed, if space is not sufficient.

Signature : Date :

Name of signing authority :

Seal/Stamp of Bidder :

ANNEXURE - G

PROFORMA OF PERFORMANCE BANK GUARANTEE

(To be executed on non-judicial stamp paper of ₹ 100/- purchased in the name of the executing Bank)

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 their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS 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 equipments 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.

NOW THIS INDENTURE WITNESSETH 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 upto _____ 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.

SEAL of the Bank

ANNEXURE - H

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

(To be executed on non-judicial stamp paper of ₹ 100/- purchased in the name of the executing Bank)

GUARANTEE BOND
(To be used by all scheduled Banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta – 700 024 (hereinafter called "the Buyer") having agreed to exempt M/s. …… (herein after 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 fulfilment 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.

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

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

for…… Bank Limited.

Dated the …… day of ……202

ANNEXURE - I

FORMAT FOR CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

(To be executed on non-judicial stamp paper of ₹ 100/- purchased in the name of the executing Bank)

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

Dear Sirs,

In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to……(Name of the seller) with its Registered/Head Office at……..(hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No……..……dated……and the same having been unequivocally accepted by the seller resulting 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 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 , 202 at

WITNESS

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

Signature, Name and Office Address

ANNEXURE - J

E C S F O R M A T

< for new / unregistered vendors of GRSE>

VENDOR'S NAME : _____

ADDRESS : _____

_____

_____

VENDOR'S REGISTRATION CODE NO. WITH GRSE : _____

DESIGNATED BANK A/C NAME : _____

BANK A/C NO. : _____

NATURE OF ACCOUNT : _____ _____ _____
SAVINGS CURRENT OTHERS*
(Please give details)

NAME OF BANK : _____

BANK BRANCH ADDRESS : _____

BANK CODE : _____

MICR NO. (9 DIGITS) FOR PAYMENT : _____

- **To enclose Bank's verification of A/c details as per format as given below.**
- **To enclose one copy of cheque duly cancelled.**

DATE OF EFFECT :

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

(_____)
Signature of the Investor/Customer

Date :

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

Bank's Stamp :

(_____)
Signature of the Authorised/Official of Bank

Date :

Form of the Bank

ANNEXURE - K

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. Furthers details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign Supplier" is annexed and marked as annex.

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

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

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

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

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

Section 3 - Previous Transgression

[1] The Bidder(s)/ Contractor(s) declares that no previous transgressions have occurred in the last 3 years from the date of signing of this Integrity Pact with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

[2] If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the Company's procedure.

Section 4 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award *or* during execution has committed a transgression through a violation of Section 2, 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 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit /Bid Security.

[2] If the principal has terminated the contract according to section 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 *I* Contractors / Sub-contractors.

[1] The Bidder(s) /Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

[2] The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

[3] The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder(s) / Contractor(s) or Sub-contractor(s), or of an employee or a representative or an associate of a Bidder(s) / Contractor(s) or Sub-contractor(s) which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitors (IEMs):

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

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

[3] The Bidder(s) /Contractor(s) accepts that the IEMs have the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the IEMs, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Sub-contractors. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.

[4] The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

[5] As soon as the IEMs notices, or believes to notice, a violation of this Integrity Pact, they will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this submit recommendations, these recommendations would be in the nature of advice would not be legally binding. Beyond this, the IEMs has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 – Integrity Pact Duration:

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

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

Section 10 – Law and Place of Jurisdiction:

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

Section 11 – Other Legal Actions:

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

Section 12 – Other provisions:

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

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

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

Section 13 – FALL CLAUSE:

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

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

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

ANNEXURE - L

LAND BORDER DECLARATION

< to be submitted by the Bidder in their organization letter-head >

REGISTRATION REQUIREMENT (DPIIT) AND SUBMISSION OF CERTIFICATE

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

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:

   a. 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 –
      aa. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
      bb. "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;

   b. 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;

   c. 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;

   d. 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;

e. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, a bidder is permitted to procure raw materials, components, sub-assemblies, etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not registered as 'sub-contracting'.

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

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

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

ii. Certificate for Tenders for Works involving possibility of sub-contracting
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

---------- xxxxxxxxxxxxxxxx ----------

Digitally signed by PADMAWATI KISKU
Date: 2026.10.09 13:25:45 IST
Location: PSUs of Ministry of Defence-DEFPSU