



## **Garden Reach Shipbuilders & Engineers Limited**

A Government Of India Undertaking Under the Ministry Of Defence

P-2/2 Taratala Road, Kolkata –700 088. Phone: 2469 8138 –39 (PBX), 2469 7246

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# **NOTICE INVITING TENDER**

**E-TENDER NO: TU/OT/AKS/RRC/RLHTS/ET-2093.**

**Dated. 24.04.2024**

1. Offers are invited in single bid system through GRSE e-procurement mode from single vendor nomination in **Annexure “III”**.
2. Nature of Tender Single
3. Pre-Bid Meeting NA
4. Last date & Time of Receipt of Tender 06.05.2024 (12:00 Hrs. IST)
5. Date & Time of opening of Tender 06.05.2024 (16:00 Hrs. IST)  
**(The Bid must be valid for the period of 180 Days from the date of Tender opening.)**
6. Description of Material **Repair Rate Contract of RLHTS fitted onboard IN & ICG Ships at different location in India.**
7. Technical Specification & Scope of Supply As per Annexure - III enclosed
8. Other Commercial Terms As per Annexure – I, II, IV & V enclosed
9. Delivery/ Shipment Earliest as per Annex-I
10. Tender can be downloaded from GRSE web site <https://eprocuregrse.co.in/in/> and can be viewed from [www.grse.nic.in](http://www.grse.nic.in) also.

### **Deputy General Manager (TU)**

M/s. Garden Reach Shipbuilders & Engineers Limited,  
P-2/2 Taratala Road, Kolkata-700 088 (INDIA)

#### **Enclosure List:**

1. Annexure – I : Instructions to Bidders.
2. Annexure – II : Specific Terms & Conditions of Tender
3. Annexure – III : SOTR.
4. Annexure – IV : Standard Terms & Conditions (INDIGENOUS vendors)
5. Annexure – V : Bank Guarantee / Declaration Formats
6. Annexure - VI : Special Conditions Of Contract (Relating to Labour Laws)

# **INSTRUCTIONS TO BIDDERS**

1. **Contact:** Bidders may contact for Technical or commercial clarifications, if any, with Mr. Ajay Kumar Sinha, Mgr (DKMC), [sinha.ajaykumar@grse.co.in](mailto:sinha.ajaykumar@grse.co.in).
2. **Tender Fee:** Tender Fee will be 500/- (Five Hundred)( non- refundable). From Nationalized Bank through DD/PO in favor of: Garden Reach Shipbuilders & Engineers Ltd." payable at Kolkata. Vendor need to submit tender fees as detailed in prescribed format in e-procurement commercial data sheet and send the DD/PO to Deck Machinery Department, GRSE Taratala Unit, Address to AGM (DKMC) before due date of submission. Please scan the Draft copy and attach to General Documents part in e-procurement. Non-submission of value of tender documents may lead to offer rejection. SSI Units registered under single point registration with NSIC and MSME registered firms will be exempted from Tender Fee Deposit on submission of valid NSIC single point / MSME registration certificate for particular product under tender.
3. **Bid Security Declaration/EMD:** Bidders are not required to submit any amount as EMD/Bid Security in the form of any negotiable instrument against this tender. However, in lieu to that a Bid Security Declaration has to be submitted as per format enclosed as Annexure-V with the tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.  
MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Bid Security Declaration.  
Non-submission of Bid Security Declaration or a valid MSE certificate may lead to offer rejection.
4. **SDBG & PBG:** Security Deposit / Contract Performance Bank Guarantee of 5% & Performance Bank Guarantee of 5% of PO value are applicable for this tender. SSI Units registered under single point registration with NSIC and MSME registered firms will be exempted from submission of Security Deposit on submission of valid NSIC single point / MSME registration certificate for particular product under tender.
5. **Benefits Accorded to MICRO & SMALL ENTERPRISES (MSEs) vendors:** Certain benefits are available for MSEs in accordance with the policy of the Govt and GRSE. Please refer the relevant T&C for details.
6. **Abnormally Low Quotes:** In case the price of L-1 bidder is found to quote unreasonably low /or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line provision of Bid Security Declaration.  
However, in case the L1 bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price to be analyzed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & next quote will be considered as L1.
7. **WEB Clause:** Bids are required to be submitted in SINGLE parts (Price bid) in e-procurement mode through our e-portal <https://eprocuregrse.co.in> wherein all Data Sheets are available for download. Bidders need to download all Data sheets from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Bidders are required to obtain individual Digital Signature Certificate (DSC) in order to participate in the GRSE e-tender. Bidders are to submit their bids in the prescribed template in the e portal by using their DSC before due date and time.
  - (a) **Part I:** Price bid (containing only price). Price Bid opening shall be intimated to bidders. Price Bid needs to be filled up in the given price bid format only. Refer Annexure-C of NIT. Bidder must quote following in Part-I bid:
    - (i) Price against all individual line items of 'Price Bid'
8. **Acceptance.** The Acceptance matrix/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 bidder/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 non-compliance/acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
  - (b) No conditional offer and hard copy of offer will be accepted.
  - (c) Tender must contain offers/response for all line items as sought.
  - (d) Technical, Commercial and Price Negotiations shall be conducted by GRSE on as required basis.
9. **Validity of Offer.** Offer must be valid for **180 days** from Tender Opening date. However, offer for B&D spares (where applicable) has to be kept valid for **20 months** from tender opening date.
10. **Familiarity with Indian Tax Laws and Regulations.** Bidders shall be familiar with various tax laws and regulations in India for effecting supply of materials (entire scope of work as per SOTR) such as Income tax, GST, Custom law and other levies etc.
11. **Right to Rejection.** Notwithstanding anything contained in this tender document, GRSE reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons. GRSE reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. GRSE reserves

the right to reject any offer if the Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.

12. **Bid Modification.** Modifications in bids if any, are to be made on line (e-tender) by bidders prior to the tender closing date and time.
13. **Unsolicited Correspondence.** After submission of quotation/bid, no unsolicited correspondence will be entertained. All queries are to be through contact details provided in the NIT.
14. **Integrity Pact.** Not applicable for this tender.
15. **Pre-Bid Qualification** – (a) Vendor should attach (Submit hard copy in case of large document) the following details with their Price bid:
  - (i) Documentary evidence by the firm w.r.t previous experience of the similar type of work in Govt. of India / Defence / GRSE / Other public sector organizations of minimum single order value of 35 Lakhs or more.
  - (ii) Details of Plant & covered shed area, Machineries, equipment's & executive / workman/ staff on roll of the company and other infrastructure / facilities etc. which may be audited by GRSE.
  - (iii) PAN No.
  - (iv) **GST Registration No.**
  - (v) Solvency certificate from Banker.
  - (vi) Audited annual accounts for last three years along with annual report.

Vendors registered with GRSE, need not submit the documents (ii) to (vi) above. However, they have to furnish evidence of timely execution of all contracts with GRSE within last three years for similar job.

(b) The bidder will particularly specify in their bid documents whether they have any arrangements for joint venture/consortium/partnership and the detailed documentary proof of evidence of such joint venture/ consortium/ partnership shall accompany the bid document for consideration thereof as a participant.

## **SPECIFIC TERMS & CONDITIONS OF TENDER**

1. **DELIVERY:** As per SOTR.
2. **PAYMENT TERMS:** The payment of DR of RLHTS will be on actuals based on specific work order issued after completion of job with work completion certificate.
3. **LIQUIDATED DAMAGE:** Not Applicable.
4. **CONTRACT PERIOD:** For 03 years.
5. **METHOD OF QUOTING:** Please submit your offer e-procurement in single bid format (Part – I: Price Bid).
6. **ROUTINE JOB STARTING AND COMPLETION TIME:** Job requires to be started specific work order issued from GRSE (DKMC/TU).
7. **PRICE:** The price should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever.
8. **TAXES & DUTIES:** Applicable Tax rate with GSTN & SAC to be mentioned in the offer.
9. **VALIDITY OF OFFER:** Your offer should remain valid for a period of 180 days from the due date of the tender.
10. **Security Deposit & Performance Guarantee:** Security Deposit / Contract Performance Bank Guarantee of 3% & Performance Bank Guarantee of 3% of PO value are applicable for this tender. Vendor has to submit SD in form of BG within 15 days of receipt of P.O. otherwise interest will be levied as per prevalent rate. On completion of the order, you will have to submit the Equipment Performance Bank Guarantee from a reputed nationalized bank, for 3% of total order value valid for addition 4 weeks beyond the agreed of Guarantee period. Materials/Equipment/Spares to be supplied are guaranteed for free replacement/repairs, against defective design, material workmanship for a period of 36 months from the date of receipt of consignment at GRSE(TU) Store. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of items stipulated in the order. SSI / MSME units registered under single point registration with NSIC will be exempted from the Security Deposit subjected to the monitory limit to which they are registered.
11. **CONFIDENTIALITY CLAUSE:**
  - a) Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the business thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.
  - b) In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving party shall at all times:
    - b.1) Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
    - b.2) Not use any such confidential information other than for the purpose of performing its obligations under this Agreement, and in particular, not to use or seek to use such

confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the disclosing party.

b.3) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.

b.4) Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).

b.5) Upon written request by the Disclosing Party, promptly deliver to the disclosing party or the direction of the Disclosing party, destroy, all materials containing any such Confidential information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.

b.6) This article shall survive the completion, termination and/ or foreclosure of the agreement for a period of 20 years from the date of this agreement.

**12. INDIVIDUALITY OF THE CONTRACT:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

**13. SECRECY OF INFORMATION:** All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

**14. FORCE MAJEURE:** In the event of contractor being unable to fulfill the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

**15. ARBITRATION :**

15.1. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) or the Managing Director (MD in short), as the case may be of Garden Reach shipbuilders & Engineers Ltd. (GRSE Ltd in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.

15.2. The CMD or MD, GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.

15.3. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification on re-enactment thereof for the time being in force.

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

15.5. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate/appoint, in place of the outgoing Arbitrator, another officer

of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.

15.6. Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate/appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

15.7. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

16. **JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

17. As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible unless warranted by unreasonable price quoted, in the opinion of GRSE.

18. L1 bid will be decided on the basis of total price of Inspection charges.

19. Cancellation of Order: GRSE reserves the right to cancel any order if placed in part/full without assigning any reason and with no financial implication.

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

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

22. All other terms and condition will be as per GRSE STACs.

**(Note: This tender is on Single tender through e-procurement, so M/s CAS Electrical & Automation Pvt. Ltd. only participant in this tender.)**

Note:

1. Techno-commercial bid will be opened on the due date and time of tender you may send your representative.
2. In case of non-receipt of filled in NIT/SOTR/STAC acceptance format matrix, it would be presumed that you have accepted all our terms & conditions as per GRSE tender until & unless deviation is specially mentioned in offer.
3. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
4. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.

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**Statement of Technical Requirement (SOTR)**

SOTR as per enclosure – 1 (**SOTR/RRC/RLHTS/24-25/01**)

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**GARDEN REACH SHIPBUILDERS & ENGINEERS LTD**

(A Govt. of India Undertaking)

43/46, Garden Reach Road, Kolkata- 700 024.

Fax: 033-469-8150/2020; Telephone : 033 2469-8100 to 8113

**STANDARD TERMS AND CONDITIONS OF SUPPLY  
(INDIGENOUS EQUIPMENT / MACHINERY/ITEM)**

REF. NO. GRSE-STACS-PE-INDG (AUGUST, 2006)

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3. PACKING, SHIPPING, INSURANCE & FREIGHT DETAILS, AND DELIVERY
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**ANNEXURE:**

- A. STACS ACCEPTANCE FORMAT
- B. EMD BANK GUARANTEE FORMAT & GUIDELINE
- C. SECURITY DEPOSIT BANK GUARANTEE FORMAT & GUIDELINE
- D. PERFORMANCE BANK GUARANTEE FORMAT & GUIDELINE



<p><b>IN-1</b>      <b><u>GENERAL</u></b></p> <p>IN-101    The word <b>‘Purchaser’</b> refers to GARDEN REACH SHIPBUILDERS &amp; ENGINEERS LIMITED, (GRSE), a Company registered under the Indian Companies Act 1913 and includes its successors or assigns.</p> <p>IN-102    The word <b>‘Sub-contractor / Supplier / Vendor’</b> 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.</p> <p>IN-103    The word <b>‘Owner’</b> means the person or authority with whom Garden Reach Shipbuilders &amp; 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 &amp; Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.</p> <p>IN-104    The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Inquiry / Order with deviations, if any, as mutually accepted.</p> <p>IN-105    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.</p> <p>IN-106    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 &amp; quite possession of goods should take place with the passing of the title on execution of order.</p> <p>IN-107    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.</p> <p>IN-108    <b><u>Governing Jurisdiction and Compliance with Laws</u></b></p> <p>(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.</p> <p>(b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states &amp; 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.</p> <p>(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.</p> <p>(d) The existing Laws on employment of Child Labor shall be binding for the contract.</p> <p>(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 &amp; PF act &amp; 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 &amp; 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.</p> <p>(f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R &amp; A) Act 1970 and Contract Labour</p>	<p>(R &amp; A) Central Rules 1971 including obtainance /renewal of Labour Licence from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be effected.</p> <p>(g) All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE &amp; CS) Act 1996 &amp; Rules and are also required to maintain registers &amp; records and submit returns.</p> <p>IN-109    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 years) 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.</p> <p>IN-110    If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Sub-contractor / Supplier / Vendor, the Sub-contractor / Supplier / Vendor, shall quote for and carry out all such modifications to the equipment.</p> <p>(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.</p> <p>(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.</p> <p>IN-111    <b><u>Secrecy :</u></b> 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 <b>SECRET / CONFIDENTIAL</b>. 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.</p> <p>IN-112    <b><u>Preservation :</u></b> A detailed procedure for long and short term preservation of the equipment and periodicity of preservation alongwith special preservatives, if required, prior to installation of the equipment</p>
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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.

- IN-113 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.
- IN-114 The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.
- IN-115 Purchase preference in respect of equipment / product and or services of Central Public Enterprises will be applicable for such / similar equipment / product / services on tender as per extant policy promulgated by Department of Public Enterprises, Government of India.
- IN-116 The Purchaser reserves the right to accept and or reject any or all tenders and / or to withdraw the tender in toto without assigning any reason whatsoever.
- IN-117 **Registration as Approved Vendor :**  
(a) The Sub-contractor/Supplier/vendor is to confirm whether they are registered with GRSE as approved Sub-contractor / Supplier / Vendor under 5-digit 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.
- IN-118 **MOU :** Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.
- IN-119 **Examination of price:** Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-contractor/supplier/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.
- IN-120 **Individuality of contract:** In the event of the offer getting converted into an order, the said order shall be treated as an individual contract, shall not allow any general lien to the parties and shall not get prejudiced in execution due to situation

arising out of some other contract that the supplier may have with GRSE.

## IN-2.

### IN-201

#### **Quotations and Order Acceptance Terms:**

*Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.*

- (a) Tender number and due date to be superscribed on all the envelopes.
- (b) Tender to be submitted on or before the due date and time.
- (c) Offer to be as per specifications and complying with tender conditions.
- (d) The envelopes to be sealed properly.

### IN-202

Unless otherwise stated, the offers shall be in 'Two Bid System' only, in two separately sealed envelopes: -

- (a) PART-I - 'Techno-Commercial Bid' and marked thus.

In addition, Part-I shall include-

- (i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender).
- (ii) Duties / Taxes, Octroi, freight charges, insurance and/or any other Statutory levies payable, specifying incidence clearly / separately against each head.
- (iii) The cost incidence against each head clearly indicating for Door Delivery or F. O. R. or Ex-works alongwith charges for packing and forwarding.
- (iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply and Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 5).
- (v) Earnest Money Deposit (interest free) as stipulated in the tender by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Co – operative Bank to be provided by the bidder / tenderer in favour of GRSE as per discretion of the Purchaser.
- (vi) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.
- (vii) Delivery Schedule.
- (viii) IIG Form regarding Codification of Defence Equipment enclosed with SOR is to be filled -in and submitted. The same is included as deliverables by the supplier.
- (ix) Standard format for data to be provided by OEM as per ILMS requirement (Integrated Logistic Management System):- As required by Indian Navy for operation of ILMS successfully at their end, detail information regarding ILMS compatibility as per format provided in SOR is to be filled in by OEMs and submitted to GRSE as part of their contractual obligations and to be included as deliverables.

- (b) PART-II – 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.

### IN-203

- (a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned deptt.
- (b) Outstation Bidder / Tenderer shall forward their offers addressed to concerned Authority either by courier service or by speed post so as to reach well in advance of the due date of tender or by hand delivery before due date and time of tender closing. Purchaser shall not be responsible for any postal / courier delay and it is attributable solely to the tenderer.

- (c) Offer in “Two Bid System” received by fax / e-mail and / or offers received beyond due date and time of tender is liable to be rejected.

IN-204

- (a) The price per ‘Ship set’ shall be quoted and breakup price of individual items of equipment and its accessories must be clearly stated.
- (b) The cost incidence against each head shall be clearly indicated for –
- Door delivery
  - F. O. R.
  - Ex-Works - with charges for packing and forwarding
- (c) The offer shall indicate the discounted price, if more than one shipset is ordered.
- (d) The offer shall clearly indicate the Foreign Exchange content, if any, and base Exchange Rate and cut off date for Import. If any item/s is / are required to be imported by the Sub-contractor / Supplier / Vendor for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.
- (e) The vendor/supplier/sub-contractor shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the vendor/supplier/sub-contractor along with the copies of bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser.
- (f) The purchaser reserves the right to investigate the reasonableness of the price and ask the vendor/supplier/sub-contractor for detail break up of their cost.

IN-205

- (a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser’s Yard. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.
- Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Vendor shall indicate –
- (i) The date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,
- and*
- (ii) Terms and conditions for effecting postponement of delivery beyond the price validity period.
- (b) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

IN-206

The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of ‘Approved Registered Vendors.’

IN-207

**Spares:**

- (a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.
- (b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer’s recommended spares together with itemised prices for

- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
- Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)

- (c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / 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.

IN-208

Tenders will be opened on the specified date and time in the concerned department. Only authorised representatives of tenderers are permitted to witness the Part I tender opening for Press tenders only. Tender opening shall neither be delayed nor withheld / postponed on account of absence of any one or more Tenderers. All the envelopes marked as ‘PRICE BID’ received at the time of Tender opening will be noted and held unopened separately.

IN-209

Authorised representatives of only technically qualified tenderers, in case of Press Tenders only, who have submitted EMD as applicable, and complied with tender terms, will only be permitted to be present and note the proceedings of the Price Bid - Part II opening in a manner as directed by the tender opening officers. Qualifying tenderers not present during price bid opening will not be furnished with information on prices at a later date. EMD of unsuccessful tenderers will be refunded / returned within 30 days of finalisation of order on surrendering the Original copy of Money Receipt and upon instruction of Purchaser. EMD, if not claimed within one year from the date of notification to the tenderer for refund, will be forfeited.

IN-210

With the acceptance of the successful bidder’s offer by the Purchaser, which is as per the Terms and Conditions of the tender, by means of LOA / Purchase Order, the Contract is concluded.

The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks of from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Vendor shall not bind the Purchaser in respect of these conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Vendor to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Vendor in all respects.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor’s / Supplier’s / Vendor’s bid contains any condition and any correspondence which are contrary to the Notice Inviting Tender (NIT) then they shall be considered as superseded and void on the acceptance of the bid by the Purchaser.

Recovery of compensation by the Purchaser from the Sub-contractor / Supplier / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

IN-211

**Security Deposit (Interest free) :**

The successful Tenderer shall submit a Security Deposit as specified in the tender in the form of Demand Draft / Pay Order / Bank Guarantee (as per GRSE format & guide lines at Annex-2) issued by any scheduled Bank other than Co-operative Banks in favour of Purchaser. The Security Deposit will be returned only after the successful execution of the order. In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

IN-212

Unless otherwise specified in the 'Statement of Requirement' / 'Technical specifications for Procurement', the supply shall include one set of reproducible Velographs stamped 'Approved' by the Inspecting Authority, micro-films, floppies / CDs and six sets of paper prints. It shall also include 15 sets each of the Operation / Maintenance Manuals, Part Identification List, Comprehensive Part List, Test Certificates / Shop Trial reports etc. of the article/s supplied.

IN-3.0

**Packing, Shipping, Insurance & Freight details and Delivery:**

IN-301

**Identification of Deliverables And Penalty For Non-Compliance:**

- (a) The Supplier on receipt of Purchase Order and by a date not later than 8 weeks from receipt of P.O., shall list out and confirm all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and computer systems. In the event of delay in submission of the required details penalty @ ½% per week or part thereof upto the maximum of 5% of total value of all deliverables, shall be levied on the Supplier.

GRSE shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with GRSE Code numbers, individual prices etc. in advance of contractual delivery. While despatching the Supplier shall identify each item with GRSE code no. and the firm's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

All OBS are to be PIP packed. OBS and tools are to be supplied in separate boxes with clear identification and part numbers in metallic or plastic tag. Supplier's rep. is required during receipt inspection of loose items, accessories, spares and tools for easy identification and detection of shortfall.

- (b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Sub-contractor / Supplier / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No

marking other than as directed shall be inscribed on the said packages.

- (c) Every package shall contain a packing list in triplicate and the order number, package number, number of cases in the consignment, description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.

IN-302

**Insurance:**

IN-302.1

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

IN-302.2

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

IN-303

Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach the purchaser without proper despatch 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.

IN-304

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.

IN-305

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

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

IN-306

- (a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.
- (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor.

- (c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.
- (d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
- (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

**IN-4.0                    Guarantee / Warranty**

IN-401                    The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warranty period any equipment or component thereof supplied by the 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.

IN-402                    If the defects intimated during the Guarantee period are not remedied within a reasonable / stipulated time, the Purchaser may proceed to rectify the defects at the Sub-contractor / Supplier / 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.

IN-403                    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-404                    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.

IN-405                    Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.

**IN-5.0                    Quality Certification:**

IN-501                    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.

IN-502                    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.

IN-503                    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-504                    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 organisation of the company be described in detail. Pursuant to scrutiny of such statement / documentation, the Purchaser may decide to accept the offer with pre-conditions specified for acceptance or reject the bid submitted.

**IN-6.0                    Terms of Payment:**

IN-601                    1) **90% payment of ordered value through ECS/EFT against receipt of equipments / items supported with following complete set of documents and inspection certificates as applicable.**

- i) Received Gate Stamped Challan & Original Lorry Receipt.
- ii) Clean ICGRN (Inspection Cum Good Received Note by GRSE RIC; Supported with Satisfactory installation-commissioning certificate to be issued after satisfactory installation, trials / commissioning and also training to buyer's personnel certified by the HOD of concerned indenter of the Equipment.
- iii.) Submission of INK Signed Invoice and packing list with item wise breakup as per purchase order in triplicates.
- iv) Guarantee / Warranty Certificate in triplicate.
- v) Test certificates of hydraulic items, starter motor, alternator ( For bought out items- as available from Original Equipment Manufacturer ).
- vi) Load test certificate including over load test certificate of the transporter (endorsed by inspection agency as witness).
- vii) Engine Test certificate including pollution checking certificate.

viii) Third party inspection certificate (By classification agency/ nominated agency like Bureau Veritus /Lloyds Register of Shipping/ American Bureau of Shipping/ Indian Register of Shipping), six copies.

ix) Certificate to the effect that copies of instruction / operation / Maintenance manuals have been directly forwarded to GRSE.

x) Certificate to the effect that six copies of 'as built' drawings along with reproducible drawings with recorded CDs, have been directly forwarded to GRSE.

Certificate regarding liquidated damage / penalty vis-à-vis delivery schedule. Note: All the documents clearly indicate the Purchase Order No, on Invoice & packing list, Third party Inspection No.

2) Balance 10% payment through ECS/EFT will be released on completion of installation & commissioning within 45 days from the date of receipt of complete set of doc., commissioning certificate e.t.c as applicable and against submission of A performance bank guarantee (Annexure- VI ) of 10 % of the order value in the format issued with the purchase order (original + 2 Xerox copies) from nationalized / scheduled bank only, for equal amount on a Rupees 100/- Stamp paper valid for twelve months from the date of commissioning . The bank guarantee is to be valid during the tenure of the guarantee period for the equipment, with an in-vocation period of one month. In the event of Contractor / supplier's failure to attend the guarantee defects within a reasonable period of time from notifications of defects, the PBG will be encashed by the purchaser. Purchaser's decision shall be final and binding on contractor / supplier in this regard.

Following important documents / parameters need to be comply by vendor.

- a). GRSEL's unqualifying inspection / commissioning reports on installation & commissioning of the equipment / items on order.
- b). Complete set of spares as per the order.
- c). Complete set of operation / maintenance / instruction of Manuals (inclusive of in electronic medium) as per the order.
- d). Complete set of parts Identification list / composite parts lists as per the order.

IN-602.1                    Octroi Duty at present is not applicable in West Bengal. However, Octroi Duty if applicable, at a later date, will be reimbursed 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.

IN-602.2	<p>Way Bill – In West Bengal, Way Bill is to be issued for entry of materials from outside the state. GRSE will issue the Way Bill on submission of copy of Invoice and Consignment Note. Consignment Note should be in the name of GRSE.</p> <p>In case of Transit Sale, the name of the Consignors (other than seller) are to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee.</p>		<p>Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.</p>
IN-603	<p>The Sales Tax Registration Number and Central Sales Tax Number, Service Tax Number, as applicable, are to be quoted on all invoices. Invoices shall be accompanied by a certificate to the effect that the Sub-contractor's / Supplier's / Vendor's registration certificate was in force on the day the sale was effected.</p>	IN-607.2	<p>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 1% of the total order value per week or part thereof of delay upto 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.</p>
IN-604	<p>Unless otherwise stated Excise Duty, Sales Tax and any other statutory levies will be payable extra at actuals. However, the Sub-contractor / Supplier / Vendor shall submit the proof of having paid the duties / levies along with the Invoices / Bills.</p> <p>In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for despatch &amp; GRSE is to be intimated by supplier / vendor / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-vendors of Sub-contractor / Supplier / Vendor on whom Purchaser had placed a Purchase Order.</p>	IN-607.3	<p>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 upto 5% of the Order value.</p>
IN-604.1	<p>For supplies from States outside the state of West Bengal, Declaration Form "C" or "D" as applicable will be issued to the supplier for concessional rate of Sales Tax . In case of sale within the state of West Bengal, W.B.S.T. Form will be issued for concessional rate of Sales Tax.</p>	IN-607.3.1	<p>Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.</p>
IN-604.2	<p>Declaration Form can be issued to suppliers in case of transit sale, i.e. transfer of documents during the period of transit of the materials to obtain Sales Tax benefit.</p> <p>Invoice shall clearly indicate cost incidentals against each head, as applicable: Basic Cost, Excise Duty, Packing &amp; forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.</p>	IN-607.4	<p>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 .</p>
IN-605	<p>Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Sub-contractor / Supplier / Vendor the same shall be deducted from any sum then due or thereafter may become due to the Sub-contractor / Supplier / Vendor under the contract or any other contract with the Purchaser.</p>	IN-607.5	<p>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.</p>
IN-606	<p>Works Contract Tax, wherever applicable, will have to be borne by Sub-contractor / Supplier / Vendor. In addition, Employees State Insurance premium, Provident Fund, Service Tax and other statutory dues of workers deployed at Purchaser's premises by Sub-contractor / Supplier / Vendor will have to be borne by him. In case of Works Contract Form 58 or 59 as applicable is to be submitted by the vendor/supplier/sub-contractor.</p>	IN-607.6	<p>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.</p>
IN-607	<p><b><u>Liquidated Damages / Risk Purchase:</u></b></p>	IN-608	<p><b><u>Submission of Bills to SLP Section (Corporate Finance/GRSE)</u></b></p> <p>The bills presently submitted to SLP Section by vendors for purchase orders placed by NCM / Purchase Department in respect of "SHIP DIVISION ONLY" will now be deposited in the Box kept at the entrance of the Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01<sup>st</sup> April,2002.</p> <p>Computer generated acknowledgement for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday.</p> <p>Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday.</p>
IN-607.1	<p>In the event that-</p> <p>(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</p> <p>(b) the equipment / product when tested in accordance with the performance requirement of the Purchase Order, fails to meet those performance parameters, the buyer (Purchaser) will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in the Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not in the way of penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated</p>		

The supplier should ensure that all the bills are kept in a separate envelope orderwise and also mention their vendor code number for easy identification and registration. All enclosures are also be firmly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.

For payment through ECS, bills will be deposited in the Box kept at the entrance of Corporate Finance Dept. as elaborated above. ECS Format of Bank particulars and Payment Procedure are enclosed at Annexure – 6 reference Clause IN 601(c) above.

**IN-7.0 Quality Assurance, Inspection, Testing and Commissioning Assistance:**

IN-701 The equipment 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

IN-702 The articles to be supplied shall be strictly in accordance with the drawings/specification/statement of requisition (SOR) / samples indicated in the order.

IN-703 The supplier /vendor/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and obligations under the contract without the previous consent of the purchaser in writing.

IN-704 The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/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.

IN-705 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.

IN-706 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 / cocons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above.

IN-707 The price should be inclusive of inspection/approval/certification cost to meet the relevant requirement of the technical specification. This should also include the cost of furnishing shock calculations and type test results wherever applicable.

IN-708 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 despatch of articles. The supplier/vendor/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.

IN-709 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.

**IN-710 REPLACEMENT FOR REJECTION :**

(a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/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 reserve the right to dispose off the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.

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

(c) If the defects are not remedied within a reasonable/stipulated time, the purchaser may proceed to rectify the defects at the supplier/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.

IN-711 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.

IN-712 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.

IN-713 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.

IN-714 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.

IN-715 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.

**IN-8.0 Miscellaneous:**

IN-801 Force Majeure (as vetted by Min. of Law) :-  
Should any force majeure circumstances arise, each of the contracting party shall be excused for the non fulfilment or for

the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

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

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

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

**IN-802 Arbitration:**

Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. CMD/GRSE will be the Arbitrator. However Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Kolkata (India) in English language, under the Indian Arbitration and Conciliation Act, 1996.

If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (*retain whichever is applicable*) the same shall be referred to the Chairman & Managing Director (‘CMD’ in short) or the Managing Director (‘MD’ in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd’ in short ) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

The CMD or MD, GRSE Ltd. if he so desires, may nominate / appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.

Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification or re-enactment thereof for the time being in force.

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

In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.

Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be

the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

**IN-803 Indemnification:**

The Sub-contractor/Supplier/Vendor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of the Purchaser or that of Purchaser’s employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Vendor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

**IN-804 Use of Undue Influence / Corrupt Practices:**

(a) The Sub-contractor / Supplier / 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 disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Sub-contractor / Supplier / 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 foreborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid condition by the Sub-contractor / Supplier / 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.

(c) 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 provide necessary information / inspection of the relevant financial document / information.



IN-805

Banned or de-listed Contractors:

The bidders shall give a declaration that they have not been banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder has been banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

IN-806

- a) As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- b) During Technical and / or commercial negotiation in case the participating vendors indicate the need of submission of revised price bid but the same is not acceptable by competent authority in due course, GRSE reserves the right to consider such bid(s) to be disqualified on this ground under intimation to the relevant vendor(s) before price bid opening.
- c) Delivery schedule as mentioned above is our essential requirement. GRSE reserves the right to cancel the bid if the delivery requirement is not met.
- d) Please forward your confirmation on all commercial points for acceptance of your offer in tender data sheet.
- e) In case your offer is not submitted in two separate given data sheet, the same is liable to be rejected.

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**FORMAT NO. QS/03/0019**

**PRO-FORMA OF BANK GUARANTEE TOWARDS  
SATISFACTORY PERFORMANCE**

THIS DEED OF GUARANTEE made this .....day of .....  
BETWEEN.....

(hereinafter called "THE BANK ") which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE Part and GARDEN REACH SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head OfficAt 43/46 , Garden Reach Road , Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part .

WHEREAS Messers .....  
having its registered office at .....  
(hereinafter called " THE SELLER ") have accepted an Order No. ....  
.....for supply of .....  
from the Buyer to manufacture and deliver the same to Buyer in good condition .

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

AND WHEREAS the Buyer has agreed to accept such Bank Guarantee .

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from date of such

demand sum or sums not exceeding in the whole of Rs. ....(Rupees.....)

Contd.....2

-2-

.....) only as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said Order.

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

Indenture shall remain in full froce from the date of issue of the Guarantee till..... and is limited to a sum of Rs. .... (Rupees.....)only.

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

Date : .....200

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

## Format For Bid Security Declaration

To  
**M/s. Garden Reach Shipbuilders & Engineers Ltd.**  
43/46, Garden Reach Road,  
Kolkata – 700 024

Kind Attn: *(Name & Designation of tender issuing officer)*

Dear Sir / Madam,

We the undersigned declare that:

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

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

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

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

*[Insert signature of authorized representative]*

\_\_\_\_\_  
*[Insert legal capacity of the person signing the declaration]*

*[Insert complete name of person signing the declaration]*

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

Date: DD/MM/YYYY

**FORM NO. QS/03/0020**  
**GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED**  
**43/46, GARDEN REACH ROAD**  
**KOLKATA – 700 024.**

**FORMAT OF BANK GUARANTEE TOWARDS  
SECURITY DEPOSIT.**

Ref : 1. BPE Notification No. BPE/G:032/78/1(4)/Adv(F)/69 dated 24.10.78.  
2. F.No.0(7)/B.O.III/75 dated 2.11.77.

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GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024(hereinafter called "The Buyer") having agreed to exempt M/s..... (hereinafter called "The Party") from the demand,under the terms and conditions contained in the Tender/ Purchase order no.....dated ..... (hereinafter called "the said Tender/ Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender,on production of a Bank Guarantee for Rs..... (Rupees.....only), we ..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake topay to the Buyer an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Buyer by reasn of breach by the said Party of any of the terms or conditions contained in the said Tender.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
3. We.....Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender. Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said

Contd....2

-: 2 :-

Tender/Order have been fully paid and its claims satisfied or discharged or till the Chairman & Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this Guarantee thereafter.

4. We.....Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We.....Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Not withstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only) and that this Guarantee shall remain in force until its expiry on the .....(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry, all the rights of the beneficiary under the said Guarantee shall b released and discharged from all liabilities thereof.

For .....Bank Limited.

(seal)

Dated the .....day of .....2016

**SPECIAL CONDITIONS OF CONTRACT**  
**(Relating to Labour Laws)**

1. It is expressed terms of this tender/contract that this tender/contract shall be governed strictly in accordance with all the terms and conditions as embodied in all other documents forming part of this tender/contract. The Contractor shall be responsible to produce to and /or complete the under the contract exclusively with his/it's duly employed workmen solely at his/it's own risk and responsibility.
2. The definition of "workmen", "Contractor", "principal Employer", "Wages" or any other statutory terms, used elsewhere in this tender/ contract, shall have the same meaning as are assigned to them by the Contract Labour (Regulation & Abolition) act, 1970 or any other applicable/ appropriate enactment.
3. While performing the contractual work, the contractor must ensure compliance with all the existing statutory labour enactment/ regulations, including the following:-
  - a) Contractor Labour (R & A) Act, 1970 and Central & State Rules as applicable.
  - b) Minimum Wages Act, 1948.
  - c) ESI Act, 1948
  - d) EPF & MP Act, 1952.
  - e) The Building & other Construction Works (RE &CS) Act, 1996 & Rules
4. Contract Labour (R & A) Act, 1970 & rules framed thereunder. The Contractor is to comply wit all the provisions of the Act including the following important requirements under the Act.
  - a) To obtain a labour License issued by the Competent Authority (i.e. Licensing Officer) where the execution of works are to be carried out. The contractor, on whom the contractor is awarded by the Principal Employer/GRSE is require to obtain License for all the Contractor Labours working under it/him , including the Contractor Labour of his/it's sub-agency's piece rated workers or any other labour engaged by it /him in any manner for the execution of the contract at the principal Employer/GRSE premises as applicable under the relevant provision of the Act. The Contractor is to contact the Office of the Asst. Labour Commissioner, 6, Church Lane Kolkata-700 001 or any other appropriate office/Authority for obtaining /renewal of the Labour License etc. in respect of contractual work executed by him /it for the principal Employer/GRSE.
  - b) The Contractor shall maintain a "muster Roll Register", "Register of Wages", "Deduction", "Overtime", "Fines" and "Advance" strictly as per the provisions of the Act. The Contractor shall issue Wage Slips to the workman at least a day prior to disbursement of wages. The Registers maintained by the Contractor shall be placed for inspection and scrutiny by the concerned officer of the Principal Employer/GRSE at regular intervals and also as and when required.
  - c) The Contractor shall be responsible for payment of wages to each workman employed by it/him in accordance with law and the disbursement of wages shall be made in presence of authorized representative of the Principal Employer/GRSE. No wage period shall exceed one month and wages of every workman shall be paid within thee days from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases before the expiry of the 7<sup>th</sup> day from the end of wage period.
  - d) Contractor is required to cover all the workmen under them including those workmen of the Sub-agencies, piece rated workers or any other workers engaged by him/it in any manner under ESI & EPF &MP Acts. All these workmen are to be covered under separate Code Nos. of the Contractor. Contractor should also ensure it's own PF & ESI Code while entering into the contract.
  - e) Notice showing the rates of wages, hours of work, wage period, date of payment of wages/unpaid wages, name, address and designation of Inspector, having jurisdiction, shall have to be displayed in conspicuous places and at the work site as per Rule 81(1)(i) of the Contract labour (R & A) Act and the Rules framed there under. A Notice board shall have to exclusively earmarked for above purpose.
  - f) A copy of the notice as per Rule 81 (2) of the Act shall be required to be sent to the inspector and wherever any change occurs, the same shall be required to be communicated to him forthwith.
  - g) As per Rule 81 (30) of the Act, information of commencement/completion of work of the Contractor shall have to be communicated to the Inspector within 15 days from such commencement/completion.
5. Photocopies of Registration Certificates of Code Nos. along with current documents/ Challans etc. in support of deposit of contribution as applicable under above Act/Rules are to be submitted with Techno-commercial part of tender.
6. **COMPLIANCE OF EPF &MP ACT**
  - a) The Contractor shall have own P. F Code no. against his Firm and submit the same to GRSE while entering into/finalizing tender.
  - b) P.F shall have to be deposited against own code of the Contractor and P.F Challan along with Annexure for P.F deposition against Contract Labour, name-wise, shall have to submitted to the Principal Employer by the 20<sup>th</sup> of every month. Besides, all other statutory returns pertaining to P.F are to be submitted by the Contractor in time.
  - c) In the event of failure to show proof of P.F Deposit for all the workman working under the Contractor, including workers of it's Subcontractor, payment/clearance of the right to pay the bill after suitable deduction on account of P.F. Bills of such defaulted Contractor shall be settled only on satisfactory production of P.F deposit Challans in respect of Contractor Labour duly certified by the HR Dept. of the respective Unit/Main Yard of Principal Employer/GRSE.
7. **COMPLIANCE OF ESI ACT:**

The Contractor shall have own ESI Code No as against his Firm and submit the same to GRSE while entering into contract/finalizing tenders. The Contractor shall cover all the workman /employees engaged by him, under ESI

Act/Scheme and pay the monthly contribution (both employer and employee) and shall furnish all necessary particulars to ESI Corporation as required by the said Act under their own ESI Code and also to the Principal Employer/GRSE.

The Contractor expressly undertake that nobody will be engaged by it/him without coverage under the Act. In case ESI Code No of the contractor is inoperative for whatever reasons , the Principal Employer/GRSE will be at liberty to deduct ESI Contributions at appropriate rates from the Contractor's Bill and deposit the same to the ESI Authority.

8. **CONTRACTORS HAVING ESI CODE:**

The Contractor will furnish a list containing details of workmen/employees to be engaged for work to the concerned Department before taking up the assigned job. Any subsequent change will have to be intimated forthwith to the concerned Department of the Principal Employer /GRSE for proper control. In addition, they will also submit documentary evidence showing all compliance with ESI formalities in respect of employees engaged in the job of the Principal Employer / GRSE. Such documents will be monthly Challans for ESI deposit and certified copy of all half-yearly returns submit to ESIC etc., subject to satisfactory compliance of all formalities.

9. All Contractors shall ensure that detailed responsibility be strictly complied with as envisaged in the enclosed list of Contractors responsibilities along with other provisions as applicable to them as per Appendix 'B'.

The Contractor engaged in Shipbuilding works is required to obtain registration under the Building & Other Construction Work Act, 1996 and Rules framed there under and is also required to maintain Registers and Records and submit returns strictly in line with the stipulated provisions of the said Act & Rules so framed.

**CONTRACTORS RESPONSIBILITIES**

1. Obtain Labour License from 'Licensing Authority', and to submit a copy of 'License' to the Retainer and concerned Unit HR Department.
2. 'License' to be renewed by applying in Form-VII to 'Licensing Authority' at least 30 days before expiry and copy to be furnished to the Retainer and HR Department.
3. The contractor shall be responsible for payment of wages to each workmen employed by him. The wages of every workman shall be paid within three day's from the end of the wage period, in case the wage period is one week or a fortnight and in all other cases within/ before the expiry of the seventh day from the end of the wage period. Date, Time, Place of payment wage /unpaid wages, minimum rate of wages, hours of work, wage period, name address and designation of Inspector having jurisdiction etc., are to displayed in a Notice Board at conspicuous place and copy to submitted to Retainer and HR Department. All other statutory payments are to be made within the due date as per statute.
4. It shall be the duty of the Contractor to ensure that timely disbursement of wages is made in the presence of the authorized representative of the principal Employer – i.e. representative of the HR DEPT/ Retainer. Certification of the Register Wages by the representative of the Retainer/HR Dept. would be made with the following endorsement:  
" Certified that the amount shown in Column No. .... has been paid to the workmen concerned in my/ our presence on ..... at ....."
5. Register of Workmen employed by the Contractors shall be maintained in Form XIII and produced before the Retainer and HR Dept.
6. Muster Roll Register ( Form-XVI), Register of Wages ( Form- XVII), Register of Deduction of Damages or Loss ( Form-XX), Register of Fines ( Form-XXI), Register of Advance ( Form-XXII), Register of Overtime ( Form-XXIII) are to be maintained and produced before Retainer/HR Dept.
7. Returns in Form-XXIV (in duplicate) to be sent by the Contractor to the Licensing Officer for the Half –year ending 30<sup>th</sup> June and 31<sup>st</sup> December each year endorsing copy to HR Dept./Retainer.
8. Ensure issuance of Wage Slip to each labour at least a day prior to disbursement of wages and copy be submitted to Retainer/HR Dept.
9. Copy of Nomination and Declaration Form -2 (REVISED) under EPF (MP) Act, 1952 in respect of all labourers to be submitted to Retainer/ HR Dept.
10. Monthly Return (Statement of contribution) in Form -12A (Revised duly filled in along with Challans for deposit of PF contribution, is to be submitted to the Retainer by 20<sup>th</sup> days happens to be Sunday/Holiday, the same is to be submitted on 21<sup>st</sup> /next working day.
11. Consolidated Annual Contribution Statement>Returns in Form 6A and contribution card for current period in Form- 3A (Revised) to be submitted to RPFC with a copy to Retainer/ HR Dept. within 30<sup>th</sup> April each year.
12. Status on Employees Provident Fund Scheme in Form-19 and status on Form-10-C (EPS) for workmen ceasing employment and claiming withdrawal benefit, to be furnished forth with to Retainer /HR Dept.
13. Every contractor shall send to the Commissioner EPF, within 15 (fifteen) days of close of each month, a Return in Form-5 under paragraph 36 (2)b of EPF Scheme 1952 & EPS 95 [ Para 20(4)].
14. ESI & PF Registration Certificate in original to be produced before the Retainer/ HR Dept. and copy submitted before/at the time of commencement of work.
15. ESI Challans against deposit of monthly contributions of workmen be submitted every month, by 10<sup>th</sup> day of the subsequent months, to ESI Authorities and copies be made available to HR Dept./Retainer along with ESI empanelment of all employees engaged by them latest by 20<sup>th</sup> day of each month.
16. Ensure Half- Yearly Returns is submitted to ESI Authorities endorsing copy to Retainer/ HR Dept. at the earliest.
17. Date of commencement/ completion of work with the Company is to be intimated to the HR Dept. through respective PLs/HODs/DGM as applicable.
18. The contractor engaged in Shipbuilding work with the Company is required to obtain registration under the Building & Other Construction Work Act, 1966 & Rules there under. All statutory obligations as per this Act/ Rules are to be strictly complied with Contractor is to maintain Register and Records and also submit the requisite Returns accordingly.
19. Any other statutory provisions as may be applicable are required to be complied with by the Contractor.

**GENERAL REQUIREMENTS**

- (a) All your personnel will be subject to routine physical Test and checking of Identity Cards at any time during the deployment.
- (b) During the engagement of Contractors, if any body gets involved in any police case or gets himself involved with quarrel with GRSE employees or other contractor's workmen engaged in GRSE, his entry permit will be withheld forthwith.
- (c) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making gate Pass.
- (d) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.
- (e) No workman of the contractor will be allowed to join or participate in any Gate Meeting/ Demonstration inside or at GRSE Gate.
- (f) During the course of engagement with GRSE, if any individual's character is found to be not satisfactory, on verification of specific complaint received, entry permit will be withdrawn forthwith. Entry/Exit will be allowed only in presence of proper Supervisory staff of the contractor. No workman of the contractor will be allowed to loiter around in the yard leaving the specified space of work.
- (g). Police Verification certificates of character antecedents in respect of all employees of /contractors/Subcontractors for operating in GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes. This requirement is as per Official Secretariat Act, 1923 of Ministry of Home Affairs, Govt. of India.
- (h) One fully responsible and qualified Site In-Charge has to be posted at the site during progress of work.
- (i) The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and/or any reason whatsoever by the Contractor's men.
- (j) The contractor will work when the ship will be at FOJ/Main Yard/CPT Dry Dock/ any other place/Dock near GRSE in the event of work being carried out outside GRSE premises.
- (k) The contractor shall have to follow all the rules and regulations of other Docks/places in the event of work being carried out outside GRSE premises.
- (l) For any exigencies and for stock taking or for any other reason deemed valid by GRSE, GRSE reserves the right to suspend the work as required, without any compensation to the contractor.



**FIRE & SAFETY PRECAUTIONS:**

- (i) Necessary safety precautions, use of proper tools and equipment, including personnel protective equipment for contractors' men are to be arranged by the contractor for the safety of the personnel employed by them. Site-in-Charge in all matter related to safety at work and their site In-charge would be responsible to the respective AGM (W)/DGM (W)/SR. MGR (W)'s for their safe working.
- (ii) The Contractor shall take all reasonable precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly for his own activities or his employees.  
Use of proper tools and equipments/kits for contractor's men are to arranged by the contractor at his cost for the safety of personnel deployed by the contractor.
- (iii) The Contractor will arrange for all safety precautions/ provisions for their employees deployed for the job as required and as per statutory rules.

The Contractors workers will have to follow the following Safety & Fire norms

- a) Wear Boiler Suits, Safety Shoes and Helmets while at work.
- b) Ventilation must be arranged in confined spaces throughout the period of carrying hot work.
- c) Prior to commencement of hot work, surrounding (including other side of the bulkheads & decks) should be inspected for the presence of any inflammable materials.
- d) All inflammable wastes like cotton waste, plastic, broken wooden parts, battens, jute, cloth, paper/electrode packets etc. should be removed by the contractors from the ship everyday.
- e) Portable Hand Lamp (maximum of 110 volts) should be used on board vessel.
- f) All electrical connections should be of permanent type as far as possible. Plug & Sockets should be fitted for outgoing connections. Use of any electrical outlet without using a plug & socket connection is prohibited.
- g) Use of oil drums for staging purpose is strictly prohibited. Steel stools/staging materials are to be used for staging purpose.
- h) Painting work should not be undertaken, while hot work is in progress either in the compartments or in the adjacent areas.
- i) A board indicating "painting in Progress" in Hindi, Bengali & English be displayed near entrance of the compartment.
- j) While painting, only safety hand lamp fitted with insulated handle, wire case and glass cover over the lamp shall be used.
- k) While painting in closed compartments, one person must be posted near the entry point.
- l) Any moving part used in production should be provided with guards/covers.
- m) All welding cables, temporary light cables etc. should be properly insulated at all times.
- n) Damaged hoses should not be used for gas cutting work.
- o) Gas line should be separated from welding cables & electrical cables should be laid properly.
- p) Welding Holders, if energized, should not be left unattended.
- q) All ventilation blowers should be provided with protective covers/guards. Chain Pulley Blocks/Lifting Tackles/Rigging screws/Lugs etc. used in the production shall be duly tested.
- r) 440/220 supply lines should be provided with distinguishing mark & identified with red stickers at every meter distance. 440 volt should be covered by MS Angle.
- s) Contractors' workmen should wear badges for their personal identification.
- t) Full proof welding holders must be used in construction stages, considering successive fatal accidents caused from our hand made electrodes holders.
- u) All pneumatic grinding/electrical grinders should be provided with cover guards.
- v) During recess period (Lunch time and at the end of day's work) or when work is suspended for more than half hour, the gas hoses shall be disconnected from the cylinder valves.
- w) All gas equipment shall be subjected to "Water Dip" test daily before taking those on board. A record of the testing to be maintained by the person carrying out such test.
- x) Electric power shall be cut off from transformer end during process period & at the end of days work and whenever the work is stopped for at least half an hour.
- y) Wooden planks are to be provided on all the scaffolding with lashing arrangement.

**Free Issue materials and Material Reconciliation Statement****Free Issue Material**

(1) Materials supplied by GRSE shall be retained with proper care and processed in their own factory premises of the vendor and shall not be taken out.

(2) Free issue material shall be supplied against:

(a) Submission of a Corporate Indemnity Bond (format enclosed) of the vendor under company's common seal/legally enforceable seal executed by Managing Director/CEO/Official with requisite "Power of Attorney/Partner/Proprietor/Official having requisite power of attorney.

(b) Special contingency Insurance Policy shall be arranged by the vendor of suitable value for a period of two years to cover risk of Loss due to:

- (i) Strike, Riot (SRCC), Fire, Flood, Earthquake and other Natural calamities,
  - (ii) Burglary and theft at vendor's premises
  - (iii) Transit insurance
  - (iv) Fidelity Guarantee of the contractor/vendor during storage at contractor's/Vendor's site
  - (v) Spoilage of materials at the hand of contractor's/Vendor due to bad workmanship and wastage
  - (vi) Blockage materials at contractor's premises due to lockout or any other Force Majeure condition.
- (c) Cost of Free issue materials rejected during processing will be recovered in full from the vendor.

**CHECK LIST FOR BILL SUBMISSION-CONTRACTORS**

	<b>CONTRACTOR PARTY CODE BILL NO ORDER NO</b>	<b>DATE DATE</b>
1.	BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO BY THE DESIGNATED PERSON OF THE PRODUCTION/ORDERING DEPARTMENT-SUBMITTED.	<input type="checkbox"/>
2.	JOB COMPLETION CERTIFICATE OF DESIGNATED AUTHORITY – ENCLOSED.	<input type="checkbox"/>
3.	BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER HAS BEEN SENT TO FINANCE IN BANK'S SEALED ENVELOPE.	<input type="checkbox"/>
4.	SECURITY DEPOSIT AS PER ORDER SUBMITTED.	<input type="checkbox"/>
5.	FORM 83/84 FOR WORKS CONTRACT SUBMITTED.	<input type="checkbox"/>
6.	MATERIAL RECONCILIATION STATEMENT AS PER THE TERMS OF THE ORDER – ENCLOSED.	<input type="checkbox"/>
7.	INSURANCE POLICY AS PER TERMS OF THE ORDER – ENCLOSED	<input type="checkbox"/>
8.	SERVICE TAX REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.	<input type="checkbox"/>
9.	ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.	<input type="checkbox"/>
10.	DEDUCTION/ RECOVERY TO BE MADE [FOR USE OF BILL CERTIFICATION DEPARTMENT]	<input type="checkbox"/>

**NOTE: TRANSACTION FEE OF RS 500.00 FOR FIRST RETURN & RS 1000.00 FOR SUBSEQUENT RETURN OF BILL WITH INAPPROPRIATE DOCUMENTS WILL BE CHARGED.**