



# **Garden Reach Shipbuilders & Engineers Limited**

A Government Of India Undertaking Under the Ministry Of Defence  
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## **NOTICE INVITING TENDER**

### **TENDER NO: NCM/ST/BK/FPV/Service Engineer M7/2118106/ET-1989**

1. Offers are invited from reputed manufacturers in two bid system through E-Procurement mode from the vendors having experience in ITEM: **Service Engineer for M7 System** for GRSE Yard 2118 (FPV PROJECT) as per enclosed specification & scope.
2. Nature of Tender : Single
3. Last date & Time of Receipt of Tender : As Indicated in e-Portal.
4. Date & Time of opening of Tender : As Indicated in e-Portal.
5. Technical Specification & Scope of Supply : As per Annexure - III enclosed.
6. Other Commercial Terms : As per Annexure – I ,II & VII enclosed.
7. Delivery/ Shipment : as per Part-I (Technical bid).
8. Tender can be down loaded from GRSE E-Portal web site.
9. Tender / Bid formats are to be downloaded from GRSE E-Portal Portal and Offers in filled-in formats are to be uploaded.
10. GRSE reserve the right to cancel the tender at any stage, if any such situation arises in future.
11. Whether GRSE will open the tender as per schedule or extend the offer submission due date is completely under purview of GRSE.
12. GRSE reserve the right to negotiate the price with L-1 bidder, as per existing procedure of GRSE.

Note :- In case of withdrawn of offer by any participated firm at any stage of finalization of the order, GRSE may take the following actions:-

Issue of tender holiday to the firm (ii) Firm's will not be issued any tender for any items for a period/ project etc .(iii) In case the firm, participated in open tender, the offer may be rejected (iv) Firm will be restricted for vendor registration at GRSE/renewal of vendor registration at GRSE.

In addition, with the above, GRSE will take necessary action against the firms as deemed fit.

**B. Kumar**

**Manager (NCM/L&W)**

M/s. Garden Reach Shipbuilders & Engineers Limited,  
43/46, Garden Reach Road,  
Kolkata-700 024 (INDIA)

#### **Enclosure List:**

1. Annexure-I : Mandatory terms
2. Annexure-II : Scope of Supply, Technical Specifications & SOTR.
3. Annexure -III : Special terms and Condition of NIT.
4. Annexure -IV : GRSE Indigenisation Policy
5. Annexure-VII : Standard Terms & Conditions (INDIGENOUS vendors)
6. Annexure-X : Bill Forwarding Cum Checklist For Vendor Bills

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

*Only M/s. Electronic Corporation of India Limited, Hyderabad eligible to participate in this tender. Offer other than M/s. Electronic Corporation of India Limited, Hyderabad will not be considered.*

**MANDATORY TERMS**

E-TENDER NO.: NCM/ST/BK/FPV/Service Engineer M7/2118106/ET-1989  
 ITEM : Service Engineer for M7 System for GRSE Yard 2118 (FPV PROJECT)

1. Single Part Bid Clause:

The Offers must be submitted in Single Part considering both technical and price bid together.

(a) Techno Commercial Bid: No price should be mentioned in this bid or offer will be liable for rejection The bidder shall ensure following to include in the Part-I bid:

- i. Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
- ii. Weight control Data sheet if applicable.
- iii. Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- iv. Undertaking for product support if applicable.
- v. Bank details for payment by RTGS/NEFT in the format enclosed.
- vi. Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- vii. Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
- viii. Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.
- ix. Firm to submit the signed and stamped copy of the SOTR along with the bid and to be filled up properly.
- x. Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid.
- xi. Firm to submit the declaration enclosed at Annexure IV along with the bid.
- xii. It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.

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

2. Acceptance:

The Acceptance matrix/formats enclosed at Annexure –II, enclosed with the tender, 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 this 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/non-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.

3. Integrity Pact: Firm has to submit the integrity pact in GRSE format (Annexure-VII) within 01 week from the tender closing date. Firm has to also upload the same along with their techno-commercial bid. **Not applicable for this tender.**

4. Bid Modification:

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

5. Revised Bid:

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

6. Miscellaneous Instruction to bidder:

- (i) Tender document to be downloaded from E-Portal portal. Tender opening can be witnessed in team viewer in E-Portal-portal.
- (ii) If there are any clarifications, this may be obtained online through the tender site, or through the E-Procurement cell. Contact details are given below:  
E mail: mtl.eproc@grse.co.in Ph No. 033-24893902
- (iii) Bidder should take into account the corrigendum published before submitting the bid online.
- (iv) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- (v) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.
- (vi) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids.
- (vii) Bidder is requested to resolve all the tender related queries during pre-bid meeting or prior to tender closing date. GRSE reserves the right to accept, clarify or reject the queries raised by the bidder.

7. GRSE purchase preference policy enclosed. Firm has to provide declaration in their letter head regarding the local content in their quote and submit the same along with techno-commercial bid. Rep. of Govt. Of India reserve the right to verify the same at time and take suitable action as deemed fit for them.

8. Policy for MSME is applicable for this tender. All updates in policies for MSME till price bid opening will prevail. To avail the MSME Purchase preference, firm has to submit the valid MSE certificate along with techno-commercial bid. The MSE certificate will be considered valid for the preference to MSE bidder in this tender only if the same issued before tender closing due date and validity should be at least tender closing due date plus six months. It is sole responsibility of the bidder to update them on policies issued by MSME ministry. Policies for MSME will prevail upon Purchase Preference Policy for Make in India. Wherever L- 1 determination will be on totality basis, MSE bidder will be provided Purchase Preference of 100% quantity, if the MSE bidder falling under Purchase Preference as per MSME policy.

9. Bids Evaluation Methodology & Criterion:

- i) Price comparison will be made on cost to the company basis.
- ii) L-1 will be determined on totality basis.
- iii) The total of basic cost (including Packing, Forwarding, and Freight & Insurance) shall be basis for the purpose of comparison of bids. Quoted price to include Packing, Forwarding, and Freight & Insurance and GST.
- iv) Taxes, duties and levies shall be excluded for ranking the bids.

10. Loading for Deviations in Tender Terms and Conditions. :- Not applicable

11. Independent External Monitors (IEM): Independent External Monitor (IEM) will have the power to access the entire project document and examine any complaints received by him. The contact details of IEMs for GRSE are as follows: ***Not applicable for this tender.***

(A) Shri Girish Shankar, IAS (Retd.)  
105,Pataliputra Colony,Patna 800013 ,Email: girishshankar@yahoo.co.in

(B) Shri R Kuppan, IRSME (Retd.), No.7, Old No.4, Third Cross Street,  
Trustpuram, Kodambakkam,Chennai – 600024,Email: rkuppan@rediffmail.com  
For any update /changes in IEM name , please visit GRSE web site.

7. Bid Rejection Criteria:

- (a) Bids will be categorically rejected under following criteria:
  - (i) Bid received other than through E-Portal-portal.

- (ii) Bidder not agreeing to accept Integrity Pact(IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
  - (iii) If applicable, Non submission of EMD and Tender Fee other than those who are exempted from payment of EMD and Tender Fee, as specified in the tender...: Not applicable for this tender.
  - (iv) Submission of more than one offer by a same firm.
  - (v) Bidder is not complying with Drawing / SOTR requirement.
  - (vi) Bidder not agreeing to provide service assistance as per SOTR.
  - (vii) If the firm is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender.
  - (viii) Bid submitted by Indian firm other than INR. Bid submitted by the firm other than Indian firm.
- (b) Bids are Liable for Rejection under following criteria:
- (i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
  - (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
  - (iii) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.
  - (iv) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
  - (v) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.
  - (vi) Unreasonably longer delivery period quoted by the bidder.
  - (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
  - (viii) Bidders not agreeing to furnish required Security Deposit/PBG till validity of contract/PO or Indemnity Bond in case of PSU (Subject to acceptance of GRSE) or variation in quantum of Security Deposit/PBG as mentioned in the tender.
  - (ix) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
  - (x) Bidder not agreeing for Warranty period as specified in the tender.
  - (xi) Bidder not accepted the payment terms as per tender.
  - (xii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
  - (xiii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must confirm their present status in that respect with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
  - (xiv) Quote received with Price Variation Clause.
  - (xv) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
  - (xvi) Delivery by High seas sales / Sales in transit.
  - (xvii) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.
  - (xviii) Bidder does not quote for all line items where it is mandatory to quote as such.
  - (xix) Bidder not complying the GRSE's indigenization policy.
  - (xx) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.
  - (xxi) Any deviation is sought which are not acceptable to GRSE
  - (xxii) Bidder has submitted more than one offer.
  - (xxiii) Bidder has submitted offer other than their offer.
  - (xxiv) Bidder nor responding to GRSE quarries, not attending TNC/CNC/PNC meeting within the stipulated date.
  - (xxv) Bidder requested for modification of bid post tender closing and the same is not acceptable to GRSE.
  - (xxvi) If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE).
  - (xxvii) Indicating price in any document other than price bid.

8. Instruction for New / Unregistered Vendors:-

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

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

9. Instruction for All Vendors:

- (a) Your offer should be submitted within the scheduled date and time as mentioned in this tender.
- (b) Techno-Commercial Bid will be opened on the scheduled date and time through E-Portal portal.
- (c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those firms will only be opened, whose offer will be found suitable after technical & commercial evaluation.
- (d) As a general rule price negotiation with L1 vendor(s) will not be entered into as for as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- (e) To avoid any complication regarding late receipt or non-receipt of offer, it is to be clearly noted that responsibility is lying with the tendered to ensure that the offer is submitted within the due date and time.
- (f) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.
- ~~(g) Supplier to submit the tender fees and EMD prior to tender closing due date (if not exempted).~~
- (h) Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelop:
  - i. Purchase Order No.
  - ii. Vendor Code (As per PO)
  - iii. Bill No/ Invoice No.
  - iv. Name of the person/ employee to whom bill is addressed for processing
  - v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

10. Purchase Preference for Make in India/Indigenisation. GRSE's Indigenisation policy is placed at Annexure III for information and necessary action.

11. Recording of Deviations/Conditions:

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

\*\*\*\*\* End of ANNEXURE-I \*\*\*\*\*

गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड  
(भारत सरकार का उपक्रम) (रक्षा मंत्रालय)  
43/46 गार्डेन रीच रोड, कोलकाता - 700 024



Garden Reach Shipbuilders & Engineers  
Limited  
(A Govt. of India Undertaking) (Ministry of  
Defence)  
43/46 Garden Reach Road, Kolkata – 700 024

### Annexure-II (Technical Offer)

**Item: Service Engineer for M7 System for GRSE Yard 2118 (FPV PROJECT)**

**TENDER NO:** NCM/ST/BK/FPV/ Service Engineer for M7 /2118106/

**Indent No: 1000045442**

**NAME & ADDRESS OF THE BIDDER \***

**BIDDER'S REFERENCE NO./DATE \***

**CONTACT NO., FAX NO, e-mail OF THE BIDDER\***

**E-Portal Seller Id**

Sl. No.	Ind. Sl. No.	Material Code	Material Description	Qty	UOM	HSN/SAC Code *	GST in % only *	Item Quoted (Yes/No)*
1	10	SER08295	SERVICE ENGINEER OF M7 TX/RX (VHF/UHF)	1	LS			
2			Additional requirement of service engineer for 1 year	1	LS			

**(a) Firm to quote as per system requirement as per SOTR as a complete package.**

**(b) Firm has to submit the signed , stamped and commented (Accepted/Non accepted) SOTR Clauses along with techno-commercial bid.**

**(c) No price to be mentioned in the technical bid, or else offer will be liable for rejection and as per opinion of GRSE.**

**(d) Pre-despatch inspection by TPI (RINA) against approved QAP by GRSE, TPI charges will be paid by GRSE directly to TPI agency , if applicable.**

**(e) Cables gland, Fasteners, Scocket as applicable as per SOTR to be supplied with the items.**

**Annexure-II**

<u>ACCEPTANCE FORMAT (MATRIX) OF SOTR</u>		
<b>Item: Additional Requirement under Modular Accommodation for GRSE Yard 2118 (FPV PROJECT)</b>		
<b>TENDER NO:</b> NCM/ST/BK/FPV/ Additional Mandays for STP System /2118105/		
<b>Indent No: 1000046304</b>		
<b>COMPANY NAME &amp; ADDRESS *</b>		
<b>NAME &amp; DESIGNATION *</b>		
<b>CONTACT DETAILS (e-MAIL-ID, FAX NO., PHONE NO., MOBILE NO.) *</b>		
<b>OFFER REFERENCE NO./DATE*</b>		
<b>Scope of work:</b>	<b>Bidder's Acceptance on</b>	<b>Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)</b>
Deputation of 2(Two) Engineer for 3 (Three) days (upto 6 mandays and upto, maximum of 2 radios) { Inclusive of charges for mobilization of Test Equipment, Tools etc. as per requirement}		
<p><b>NOTE:</b></p> <ol style="list-style-type: none"> <li>Bidders should read the SOR included in the Tender carefully prior to filling up this acceptance format.</li> <li>This format should be properly filled, signed and returned along with your technical bid for considering your bid.</li> <li><u>Please indicate</u> : ACC- For accepted, NO – For not accepted and DEV – For deviation taken. (and corresponding reference of your Technical Literature submitted separately)</li> <li>Separate sheet to be attached for any deviation taken by you.</li> <li>SOR SI Numbers shown in the format includes the Sub SI No under them also.</li> </ol>		



	<b>Clauses of Special Commercial Terms and Conditions (Annexure-III) are as follows:</b>		
	Item: Service Engineer for M7 System for GRSE Yard 2118 (FPV PROJECT)		
	Tender Ref no: NCM/ST/BK/FPV/ Service Engineer for M7 System /2118106/		
	Bidder's name:		
	Bidder's offer Ref:		
	Indigenous content in %:		
	Foreign Content in %:		
Sl. No.	NIT Clause	Acceptance of Bidder	Details of Deviation
1	<u>Scope of Supply:</u> Service Engineer for M7 System for GRSE Yard 2118 (FPV PROJECT), details as per enclosed vide <b>Annexure-II</b> available for download from E-Portal Portal by invited bidders only). The present requirement is for GRSE FPV PROJECT- 1 Shipsets .		
2	EMD & Tender Fee: Not applicable for this tender		
3	<u>Term of Prices:</u> Price is to be firm and fixed till execution of the order. No price escalation will be allowed at any stage during contract period. It is mandatory to quote for all line items as per tender/ group of items, bidder not quoted for all line items then firm's quote may not be considered. Quoted price to be in INR only.		
4.	<u>Terms of Delivery:</u> a. Delivery date mentioned in tender shall be considered for all purposes. b. Material is to be delivered GRSE Store Kolkata/Kakinada/Chennai/Haldia (W.B), on free Door Delivery basis ("Delivered at Place"-DAP Basis-Incoterm 2010). Packing, Forwarding, Freight and Insurance charge is to be borne by the supplier. Firm may be required to deliver the material at any store of GRSE, Kolkata and if required, prior confirmation for delivery store location to be obtained from ordering department. <u>Ship details:-</u> <b>Yard 2118 – GRSE Kolkata</b> c. GRSE will prefer to receive the entire deliverables as per below mentioned schedule (01 lot per ship) within the stipulated delivery period. GRSE will discourage the part delivery and part payment, unless required urgently at GRSE and instructions given to bidder for urgent part delivery. d. <u>Service Engineer to be provide On board.</u>		
5	<u>Delivery Schedule:</u> -Service Engineer: On Board, as and when required by GRSE.		

6	<p><u>Dispatch:</u>  Before dispatch, firm is to ensure submission of detailed price break up and receipt of amended P.O. from GRSE with incorporation of GRSE material code and firm Part No. While dispatching, each item and boxes should be identified with GRSE Code Number properly. Packing list will also indicate GRSE Code No. against each item and respective Box No. and LOT no. Item of different LOTS is mandatorily required to be packed in separate box. Material should be packed properly to prevent any damage, rusting, ingress of water, dust etc. Each consignment is to be supplied along with the following 05 copies of documents (not for Payment):-</p> <ul style="list-style-type: none"> <li>(i) GST invoices</li> <li>(ii) Delivery challan</li> <li>(iii) Packing list</li> <li>(iv) Copy of Pre-Dispatch Inspection clearance certificate issued by relevant inspection agency</li> <li>(v) Copy of Warranty certificate</li> <li>(vi) Preservation certificate.</li> </ul>		
7	<p>Payment Terms: <b>Service Payment:</b> 100% payment with tax will be made through ECS on Submission of Ink Signed Invoice along with work completion certificate issued by duly endorsed by GRSE representative.</p>		
8	<p>Payment Mode: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).</p>		
9	<p>Submission of Bills by supplier :-  Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelope:</p> <ul style="list-style-type: none"> <li>i. Purchase Order No.</li> <li>ii. Vendor Code (As per PO)</li> <li>iii. Bill No/ Invoice No.</li> <li>iv. Name of the person/ employee to whom bill is addressed for processing</li> <li>v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.</li> </ul>		
10	<p>Liquidated Damage (L.D):In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof, subject to a maximum of 5% of the undelivered portion of the order of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment.</p>		

11	<p><b>Guarantee/ Warrantee Clause:</b></p> <p>The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of equipment/materials/items on board OR for the period of 36 months from the date of dispatch, whichever expires earlier" against improper design, defective materials and faulty workmanship.. During guarantee/ warrantee period any equipment or component thereof supplied by the vendor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repared equipment or component thereof and subsequent test &amp; trial, incurred thereon without any financial implication to GRSE.</p> <p>Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and/or as desired by the Purchaser / Owner, at no extra cost.</p> <p>c) Warranty shall be applicable in accordance with scheduled delivery of items as per tender / PO. Warrantee period will be applicable on LOT basis and date of receipt of last item of LOT shall be reckoned for warrantee period.</p> <p>d) During warrantee period, firm has to confirm within 5 days of intimation, their action plan and arrange liquidation of GD within 25 days, failing which GRSE may invoke Risk Purchase and may arrange liquidation of GD from alternative source at risk and cost of firm. However, warrantee period will be remain intact as per T&amp;C of P.O. even after liquidation of GD from alternative Source.</p>		
11	<p><b>Risk Purchase:</b></p> <p>For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials &amp; services from alternative source completely at the supplier's risk and cost.</p>		
12	<p><b>Option Clause:</b></p> <p>GRSE retains the right to place order for additional quantities up to a maximum of 50% of the tendered quantity against this tender, at the same rate and Terms and Conditions. Such an option shall be available during the finalization of contracts.</p>		
13	<p><b>CANCELLATION OF ORDER:</b></p> <p>(a) The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Supplier 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 Supplier at his cost.</p> <p>(b) In case of breach / non-compliance of any of the agreed terms &amp; conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.</p> <p>(c) In case of delay beyond agreed period for liquidated</p>		

	damages or 10 weeks from contractual delivery period or unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel the order and procure the order items / services from any available source at GRSE's option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.		
14	Non- Disclosure Agreement of the contract Document: Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party.		
15	Additional Information: GRSE shall not be bound by any conditions or provisions in the sellers bid form or acknowledge-Portalent of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.		
16	Indigenization: OEM/Suppliers while participating in bid shall clearly indicate the indigenous content in % terms in their letter head along with techno-commercial bid. Bidders shall provide details on list of items being imported, proposed indigenization content, model and plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items from first ship set to the last.		
17	Taxes & Duties: Firm to confirm that GST rate and HSN/SAC Code for the quoted items indicated in techno-commercial bid as well as price bid.		
18	Exchange Rate Variation (ERV) Clause: All quoted price should be in INR only and Exchange rate is no applicable in this case. Exchange rate variation is not payable.		
19	<b>Custom Duty:</b> Not applicable /reimbursable.		
20	Performance Bank Guarantee (PBG):(Not Applicable for this tender.)		
21	Goods and Service Tax(GST): (i) Firm shall follow all the provisions/requirements/timelines promulgated by the Government of India from time to time with reference to GST compliance. GST as per GST laws shall be payable extra as agreed. (ii) Firm shall be responsible for the financial and non financial consequences in case of non compliance of GST provisions/requirements/timelines on their part. (iii) The HSN code to informed by the firm and GST rate will be incorporated in P.Os.) The code must be in accordance with GST Laws. GRSE shall not be responsible for any error in HSN code for goods & /or services specified by supplier / contractor. Supplier / contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of Input Tax Credit (ITC) to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to supplier / contractor or otherwise. (iv) In case, GRSE is unable to avail ITC, supplier / contractor at their own cost shall rectify the shortcoming in		

	<p>the returns to be filed immediately thereafter. Further, if the ITC is delayed / denied to GRSE / reversed subsequently as per GST Laws due to non / delayed receipt of goods and / or services and / or tax invoice or expiry of timelines prescribed in GST Laws of availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to GRSE, supplier / contractor shall pay any loss of amount along with interest and penalty on GRSE under GST Laws for the number of days the ITC was delayed. If the short coming is not rectified by supplier / contractor and GRSE ends up in reversal of credits and / or payments, supplier / contractor is fully liable for making good all the loss incurred by GRSE. GRSE reserves right to recover any interest, penalty or loss from any amount due to Supplier / contractor or otherwise.</p> <p>(v) GRSE GSTIN is 19AAACG9371K1Z4 and vendor shall mention the same while invoicing and avoid any data entry error on GST portal.</p> <p>(vi) Vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE (i.e 19AAACG9371K1Z4), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE , Main Unit, and a copy of the invoice should be given to the goods receiving section (GRS). without bifurcation of tax element , no escalation can be considered in respect of any variation in statutory levies arising subsequently because of the absence of the required base figures in the purchase order.</p>		
22	<p>(vii) Vendor shall file all applicable returns under GST Laws in the stipulated time &amp; any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected &amp; complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.</p> <p>(viii) Supplier will not be entitled to any increase in rate of taxes &amp; duties occurring during the period of extended delivery completion schedule if there is delay in supplies/completions attributed to him. However , if there is a decrease in in Taxes &amp; Duties , the same must be passed on to GRSE.</p> <p>(ix) Wherever all-inclusive prices are quoted by the supplier.</p> <p>(x) Income tax applicable on cost of services rendered in India in relation to the P.O , shall be payable by supplier.</p> <p>(xi) TDS on GST or any other charges will be deducted as per Govt. guidelines.</p>		
23	<p>Rejection Replacement: Any equipment found defective/rejected, Supplier will collect the same from GRSE Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection. GRSE reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE &amp; recover storage charges and any consequence damage from sale proceeds of such</p>		

	disposal.		
24	<p><b>Individuality of Contract:</b> This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.</p>		
	<p><b>Foreclosure:</b> If at any time after acceptance of the order and during execution of Contract, GRSE may decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full, but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full amount for supply executed till the date of issue of foreclosure notice. Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with any outstanding material due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contract.</p>		
25	<p><b>Arbitration:</b></p> <p>a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.</p> <p>c) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.</p> <p>d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.</p> <p>e) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or</p>		

	<p>whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.</p> <p>f) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.</p> <p>g)The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders &amp; Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.</p> <p>h) The language of the proceeding shall be in English.”</p>		
26	<p>Governing Jurisdiction: All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.</p>		
27	<p>Parts Identification List (PIL) / Manuals if any of the equipment as applicable should be submitted along with the delivery or as stipulated vide SOTR/TNC.</p>		
28	<p>Firm confirm whether they have registered with SSI / NSIC / MSME / GRSE / NONE. If yes, request indicate category alongwith supporting certificate.</p>		
29	<p>Order Acknowledge-Portalent: The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by the firm.</p>		
30	<p>Validity of offer: Offer must be valid for 180 days from the date of tender opening. However, offer for B&amp;D spares (where applicable) has to be kept valid for 20 months from tender opening date.</p>		
31	<p>STACS: All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS -PE-INDG (August – 2006).</p>		

**GRSE Indigenization Policy**

This policy is applicable for this tender.

1. **Public Procurement (Preference to Make in India ,GOI Notification No P-45021/2/2017-PP(BE-II Dated 04.06.2020) Policy:**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them. The details about the policy is described below.

2. **Definitions :** For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works',

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement  
(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.



(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.

ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. Minimum local content: The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
8. Government E-marketplace: In respect of procurement through the Government E- marketplace (E-Portal) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. Verification of local content:
  - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

**GARDEN REACH SHIPBUILDERS & ENGINEERS LTD**  
(A Govt. of India Undertaking)  
43/46, Garden Reach Road, Calcutta- 700 024.  
Fax : 033-469-8150/2020 ; Telephone : 469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY

**(INDIGENOUS EQUIPMENT / MACHINERY)**

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

**INDEX**

1. GENERAL
2. QUOTATIONS AND ORDER ACCEPTANCE TERMS
3. PACKING, SHIPPING, INSURANCE & FREIGHT DETAILS, AND DELIVERY
4. GUARANTEE / WARRANTY
5. QUALITY CERTIFICATION
6. TERMS OF PAYMENT
7. QUALITY ASSURANCE, INSPECTION, TESTING AND COMMISSIONING ASSISTANCE
8. MISCELLANEOUS

**ANNEXURE:**

- A. STACS ACCEPTANCE FORMAT
- B. EMD BANK GUARANTEE FORMAT & GUIDELINE
- C. SECURITY DEPOSIT BANK GUARANTEE FORMAT & GUIDELINE
- D. PERFORMANCE BANK GUARANTEE FORMAT & GUIDELINE
- E. ECS FORMAT FOR BANK PARTICULARS & PAYMENT PROCEDURE

IN-1 IN-101	<b>GENERAL</b> The word ' <b>Purchaser</b> ' refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, (GRSE), a Company registered under the Indian Companies Act 1913 and includes its successors or assigns.	1996 & Rules and are also required to maintain registers & records and submit returns.
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.	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.
IN-103	The word ' <b>Owner</b> ' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.	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. (a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Vendor for the Owner and the latter would, through the Purchaser, be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Vendor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners. (b) Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Sub-contractor / Supplier / Vendor shall pay to the Owner royalty at the rate mutually agreed to.
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.	IN-111 <b>Secrecy :</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.
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.	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.
IN-106	The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringe-Portalent of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.	IN-112 <b>Preservation :</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 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-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.	
IN-108	<b>Governing Jurisdiction and Compliance with Laws</b> (a) All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India. (b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof. (c) GRSE shall not be liable under the workmen's compensation Act of 1923, in case any employee or workmen of any contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd. (d) The existing Laws on employment of Child Labor shall be binding for the contract. (e) Sub-contractor/Supplier/vendor working at GRSE site , shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/vendor working at GRSE site , are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc. (f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 including 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. (g) All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act	

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.		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).
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.		(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.
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.		(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.
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.		(ix) Standard format for data to be provided by OEM as per ILMS requirement (Integrated Logistic Manae-Portalent 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.
IN-117	<b>Registration as Approved Vendor :</b> (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.		(b) PART-II – 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.
IN-118	<b>MOU :</b> Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.	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-119	<b>Examination of price:</b> 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-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-120	<b>Individuality of contract:</b> 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.		
<b>IN-2.</b>	<b>Quotations and Order Acceptance Terms:</b>		
IN-201	<i>Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.</i> (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	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 acknowledge-Portalent 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 / Vender'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.		(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.
		<b>IN-4.0</b>	<b><u>Guarantee / Warranty</u></b>
		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-302	<b>Insurance:</b>		
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 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-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-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-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-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-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-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.
		<b>IN-5.0</b>	<b><u>Quality Certification:</u></b>
		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-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.	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.	(f) Where order is cancelled and advance payments already released to the contractor, the contractor shall refund all such advance payments received to GRSE with prevailing Bank interests and GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.
IN-6.0	<b><u>Terms of Payment:</u></b>	(g) Works Contract : In case of works contract following payment terms shall be followed:-
IN-601	<p>(a) Unless or otherwise mutually agreed upon and stipulated in the Purchase Order, the terms of payment shall be 90% of Order value within 45 days from the date of receipt inspection and acceptance of material and presentation of bill supported with complete set of documents as under: -</p> <p>(i) Seven copies of signed invoice indicating Vendor Code Number and itemwise price (indicating GRSE material code no. if in the order) alongwith packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract , Invoice will be in the name of GRSE.</p> <p>(ii) Warranty Certificate in triplicate.</p> <p>(iii) 3 copies of Manufacturer's Works Test Certificate.</p> <p>(iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).</p> <p>(v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)</p> <p>(vi) Complete set of Classification / On board spares as per the Purchase Order.</p> <p>(vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.</p> <p>(viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.</p> <p>(ix) Complete set of "As fitted" drawing and reproducible drawings.</p> <p>(x) Quotations for B &amp; D spares for (a) 2 years operation and (b) 5 years operation.</p> <p>(xi) IIG Forms duly filled in.</p> <p>(xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Manae-Portalent System).</p> <p>All the documents shall clearly indicate the GRSE's Purchase Order No. and date.</p>	<p>(i) Material Portion : 75% payment against despatch document, 15% payment against receipt &amp; acceptance of material and balance 10 % will be released after G.P. or against PBG for equivalent amount valid till G.P.</p> <p>(ii) Labour Portion : 90% payment on job completion and certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.</p> <p style="text-align: center;">OR</p> <p>Where unit rate is mentioned , 90% payment progressively on job completion and Certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.</p> <p>(h) If GRSE material code no. &amp; itemised price is not incorporated in the order, supplier will submit detailed list of items (separately deliverables) and price break-up latest within 6 weeks of receipt of order to enable GRSE amend the order indicating material code no. of each item with its price. All Invoices, Packing list etc should invariably indicate GRSE material code no. against each item for recording receipt and issue of ICGRN as well as for processing payment.</p>
IN-602.1		Octroi Duty at present is not applicable in West Bengal. However, Octroi Duty if applicable, at a later date, will be re-imbursed by Purchaser at actuals against submission of 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be issued in the name of 'GARDEN REACH SHIP BUILDERS & ENGINEERS LTD.' only.
IN-602.2		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. 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.
IN-603		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.
IN-604		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. 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 & 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.
IN-604.1		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.
IN-604.2		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. Invoice shall clearly indicate cost incidentals against each head, as applicable: Basic Cost, Excise Duty, Packing & forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.
<p>(b) Balance 10% will be released after G.P. or against submission of PBG for equivalent amount (as per GRSE format &amp; guidelines at Annex-3) valid till G.P. Issue of GRN : For materials received at GRSE without Inspection report of 3<sup>rd</sup> party, GRN will be issued to Local supplier for their submission of bill with GRN. But for materials received at GRSE with 3<sup>rd</sup> party Inspection report received from outstation suppliers, balance payment bill is to be submitted by suppliers with copy of clear &amp; accepted ICGRN for further linking by Corporate Finance with GRN for processing balance payment.</p> <p>(c) Payment may be made to the vendors through Electronic Clearing System (ECS). Vendors are to furnish requisite documents / information on receipt of the order. (ECS Format for Bank Particulars and Payment Procedure enclosed at Annex.- 6)</p> <p>(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority. The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.</p> <p>(e) All advance payments should be interest bearing. Penal interest is to be charged on the advance in case of delay in delivery of supplies beyond the agreed schedule. Amount of Advance &amp; Rate of interest will be decided by the Manae-Portalent / TC as appropriate.</p>		

IN-605	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.	IN-607.6	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.
IN-606	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.	IN-608	<b><u>Submission of Bills to SLP Section (Corporate Finance/GRSE)</u></b> 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. Computer generated acknowledge-Portalent for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday. Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday. 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-607	<b><u>Liquidated Damages / Risk Purchase:</u></b>		
IN-607.1	In the event that-  (a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or  (b) the equipment / product when tested in accordance with the performance requirement of the Purchase Order, fails to meet those performance parameters, the buyer (Purchaser) will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in the Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not in the way of penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.	IN-7.0	<b><u>Quality Assurance, Inspection, Testing and Commissioning Assistance:</u></b>
IN-607.2	Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 0.5% of the total order value per week or part thereof of delay upto a maximum of 5% 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.	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./I.R.S. etc. Specification: Survey, DQA(WP)/DQAN/CQAE, Classification Society. Others: Owners, W. P. S. (KOLKATA), GRSE
IN-607.3	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.	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-607.3.1	Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.	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-607.4	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 .	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-607.5	The Purchaser shall be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered thereunder. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Sub-contractor / Supplier / Vendor.	IN-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 / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above.

**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:

**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.

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.

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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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

## **BILL FORWARDING CUM CHECKLIST FOR VENDOR BILLS**

checklist for Vendor bills				
(Filled up checklist to be enclosed with every bill before submitting to Finance)				
A.	GENERAL PARTICULARS:			
A.1	PO No:			
A.2	Vendor Name:			
A.3	Vendor Code:			
A.4	BTN:			
A.5	Invoice no:			
A.6	Ink signed PO (Required in case of 1st time invoicing & on every amendment)			
A.7	Whether Bill has been forwarded through BTS			
A.8	Whether E-Invoice is provided, if applicable for the vendor (Y/N)			
A.9	Whether HSN code is as per PO			
A.10	Whether GSTIN is as per PO			
A.11	Whether Tax rate is as per PO			
Documents enclosed (Please tick in appropriate box)		Yes	No	Not Applicable as per PO Terms
B.	MATERIAL SUPPLY BILLS: (90% Payment)			
B.1	Signed Original Tax Invoice			
B.2	QAP/ BD schedule submission date as per PO- (DD/MM/YY)			
B.2	QAP/BD Actual date (DD/MM/YY) ( <b>Documents in support</b> )			
B.3	Pre-despatch Inspection certificate			
B.4	Packing list			
B.5	Material Test cert. & Guarantee Certificate			
B.6	Weight Certificate & Preservation cert.			
B.7	GRSE Gate/Stores receipted challan			
B.8	Lot no in case delivery terms is in lots			
B.9	Whether SDBG/CPBG submitted ( <b>If Yes, BG no is to be mentioned</b> )			
B.10	Whether PBG Submitted for entire PO value ( <b>single BG is to be submitted for total PO value to release 100% payment</b> )			
B.11	Any other documents as per payment terms			
B.12	Clear ICGRN			
D.	FINAL/BALANCE BILLS:			
D.1	Document in support of Sample Approval date			
D.2	Document in support of date of intimation from Yard (if required as per PO terms)			
D.3	Whether Guarantee Period expired as per PO			
D.4	Whether PBG submitted if GP is not over			
D.5	Documents in support of D-448 date			
D.6	Clear ICGRN completed			
D.7	Whether original SRV / proof of submission of original SRV to GRSE is enclosed			
<p><b>Note: Invoice will be accepted on the basis of checklist submitted.</b></p> <p>_____</p> <p style="text-align: center;">Signature of GRSE representative</p>				<p>_____</p> <p style="text-align: center;">Signature of Vendor representative</p>

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