



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

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

## **E- TENDER NO: NCM/ST/PK/ASWSWC-P17A/COOLANT/ET-2062**

1. Offers are invited from the OEM in two bid system through e-procurement mode from the vendors for supply of ITEM: CS 100 COOLANT FOR GRSE YARD NOS. 3033 TO 3036 (ASWSWC PROJECT) & YARD NOS.3022 TO 3024 (P17A PROJECT), as per enclosed specification & scope.
2. Nature of Tender : Single
3. Last date & Time of Receipt of Tender : **09.02.2024** (12:00 Hrs IST)
4. Date & Time of opening of Tender : **10.02.2024** (11:00 Hrs IST)
5. Technical Specification & Scope of Supply: As per Annexure - II enclosed.
6. Other Commercial Terms : As per Annexure – I, II & IV enclosed.
7. Delivery/ Shipment : earliest / staggered as per Annex-A.
8. Tender can be down loaded from web sites [www.grse.in](http://www.grse.in) and [www.tenders.gov.in](http://www.tenders.gov.in).
9. Tender / Bid formats are to be downloaded from our e-portal <https://eprocuregrse.co.in> and Offers in filled-in formats are to be uploaded using Digital Signature Certificate (DSC). Tender opening can be witnessed in team viewer of the web-portal.

### **Sr. Manager (Materials-NCM)**

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

### **Enclosure List:**

1. Annexure – I : Instructions to Bidders.
2. Annexure – II : Scope of Supply, Technical Specifications & Drawings.
3. Annexure – III : Bank Guarantee Formats & Shipping Instructions.
4. Annexure – IV : Standard Terms & Conditions (INDIGENOUS vendors)

**INSTRUCTIONS TO BIDDERS****E-TENDER NO.** : E- TENDER NO: NCM/ST/PK/ASWSWC-P17A/COOLANT/ET-2062**ITEM** : CS 100 COOLANT – Make RRS (MTU)**PROJECT / YARD:** YARD NO. 3033-36 (ASW SWC PROJECT) & YARD NO. 3022-24 (17A PROJECT)**INDENT NOS.** : 1000043523, 1000043524, 1000043525 & 1000043526 DTD: 11.08.2022 and 1000045347, 100045349 & 100045361 DTD: 07.04.2023

1. **Scope of Supply:** Supply of CS 100 COOLANT FOR MAIN ENGINE FOR GRSE YARD NOS. 3033 to 3036 & 3022 to 3024 as per technical specification mentioned in the NIT. The present requirement is for GRSE Yard Nos. **3033-36 (ASW-SWC PROJECT) & YARD NO. 3022-24 (17A PROJECT) as mentioned in the Annexure-A of the NIT.**
2. **Contact:** Bidders may contact for Technical clarifications, if any, with Mr Kingshuk Mistry, AGM (CDO), [Mistry.Kingshuk@grse.co.in](mailto:Mistry.Kingshuk@grse.co.in) OR Mr Tanumoy Mukherjee, MGR (CDO) at [Mukherjee.Tanumoy@grse.co.in](mailto:Mukherjee.Tanumoy@grse.co.in) .
3. **EMD & Tender Fee:** Earnest Money Deposit and Tender Fee are NOT-APPLICABLE for this tender.
4. **SDBG & PBG:** Security Deposit / Contract Performance Bank Guarantee of 5% & Performance Bank Guarantee of 10% of PO value are applicable for this tender. However, Security Deposit is not being demanded from registered vendor under limited tendering system but failure to participate or execute the contract will invite penal action against the Delinquent Registered Vendor.
5. **WEB Clause:** Bids are required to be submitted in TWO parts (Techno-Commercial bid & Price bid) in e-procurement mode through our e-portal <http://eprocuregrse.co.in> wherein all Data Sheets are available for download. Bidders need to download all Data sheets from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Price bid needs to be filled up in the given price bid data sheet only, if any other attachment regarding price is found, the offer will be treated as cancelled. A blank copy of Price bid is to be attached along with Techno-Commercial bid so as to verify that the items quoted confirm to the tender and SOTRs.
  - (i) Part A: Techno-Commercial bid (it must contain only technical & commercial points and must not contain any price).
  - (ii) Part B: Price bid (containing only price).

**Acceptance Format: is to be downloaded from the RFQ and after due completion the same is to be uploaded along with the e-quotation by the vendor to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the RFQ (e-tender).**

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

6. **Terms of Price:** Price is to be quoted firm and fixed, till complete execution of order inclusive of packing & forwarding charges. No price escalation is allowed at any stage. Quoted price is to include all items as per required specification (enclosed). Price is to be quoted on FOR, GRSE, Kolkata basis
7. **Delivery:** Bidders are requested to quote their best delivery schedule matching Staggered Delivery as mentioned vide column "Required Delivery Date (at GRSE)" in the Technical Offer template, taking into consideration buffer for transit time upto GRSE stores. Separate order will be placed for OBS of the main equipment/item. OBS shall be packed in separate box/boxes (Marked as OBS Box) with clear identification and part number on metallic/plastic tags and deliver in GRSE SCSC store. Instruction of Packing list and format is indicated below.
8. **Validity of Offer:** Offer must be kept valid for 180 days from Tender Opening date.
9. **Guarantee/ Warranty Clause:**  
The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of **36 months** from the date of receipt and acceptance by GRSE at GRSE, 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/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.  
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.  
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.
10. **Payment Terms:**

- (a) 90% of order value will be paid through ECS/NEFT against receipt and acceptance of material (ICGRN) and submission of ink signed invoice duly accompanied with ICGRN.
- (b) Balance 10% payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with Performance Bank Guarantee (PBG) as per GRSE format, which shall remain valid till expiry of the guarantee period or balance 10% will be made after guaranty period.

**Note:** Soft copy of all the relevant documents like, Test Reports/Certificates, Guarantee Certificate, Packing list which may require for Receipt and Acceptance of material at GRSE Store to be forwarded to concern dealing officer of NCM dept. prior to despatch of material. Non-submission of above documents (hard and soft copy) will liable for delay in process of payment.

**All invoices are to be submitted along with the Checklist for payment (checklist enclosed with NIT).**

**Part Supply & Part Payment:** GRSE will prefer to receive the entire deliverables as per delivery schedule mentioned in the tender/P.O. (01 lot per ship except OBS). GRSE will discourage the part delivery and part payment, unless required urgently at GRSE and instructions given to bidder for urgent part delivery.

- 11. **Inspection:** EQUIPMENTS/ items SHALL BE ACCEPTED ON THE BASIS OF OEM'S MTC AND GC.
- 12. **Bid Rejection Criteria:** Bidders should ensure to confirm their unconditional acceptance to the following specifically, as deviations taken in any of the said terms may lead to rejection of their offer –
  - (i) *Acceptance to Submission of PBG and clauses of Payment Terms (Uneven Payment terms shall be loaded with prevailing/promulgated rate of interest of GRSE).*
  - (ii) *Acceptance to clauses of Liquidated Damages, Risk Purchase, Force Majeure and Arbitration.*
  - (iii) *Acceptance to required Inspection, Test Certification etc. (as per SOTR), Delivery Schedule and Validity (as above)*
  - (iv) *Submission of Technical Offer/Literature/Documents as per SOTR(s) along with Compliance Matrices/Templates.*

**13. Dispatch:**

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 despatching, each item should be identified with GRSE Code Number properly. Packing list will also indicate GRSE Code No. against each item and respective Box No. Item of different LOTS (i.e., Main Equipment, OBS, Documentation) 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):-

- (i) GST invoices (out of 05 No. 01 No. Original)
- (ii) Delivery challan
- (iii) Packing list
- (iv) Copy of Pre-Despatch Inspection clearance certificate issued by relevant inspection agency or MTC as applicable
- (v) Copy of Warranty certificate

**14. Submission of Bills by supplier :-**

Suppliers/vendors to submit bills, Total 03 sets (01 set Original) 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.

**All invoices are to be submitted along with the Checklist for payment (checklist enclosed with NIT).**

15. **Payment Mode:** All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).
16. **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.
17. **Risk Purchase:**  
For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.
18. **Option Clause:**  
GRSE retains the right to place order for additional quantities up to a maximum of 50% of the originally contracted quantity against this tender, at the same rate and Terms and Conditions. Such an option shall be available during the original period of contracts.
19. **Additional Information:**  
GRSE shall not be bound by any conditions or provisions in the sellers bid form or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.
20. **Indigenization:**  
OEM/Suppliers while participating in bid shall clearly indicate the indigenous content in % terms in the Commercial bid of the tender (in XI Sheet).  
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.
21. **Taxes & Duties:** Applicable GST shall be @ 5% to be indicated in techno-commercial bid in accordance with sl no. 250, Chapter/Heading 8906 of GST notification.
22. **Exchange Rate Variation (ERV) Clause:** All quoted price should be in INR only and Exchange rate is not applicable in this case.
23. **Custom Duty:**
- (a) Only Basic custom duty (BCD) as applicable on Import content, will be reimbursed to the Indian bidder by GRSE against documentary proof of payment (submissions of original receipts).
  - (b) Basic custom duty (BCD) as applicable on all imported goods, shall not be considered for arriving at landed price.
  - (c) Indian Supplier will forward to GRSE, separate lists of items required to be imported by themselves and their sub-supplier giving the respective drawing references three months prior to actual import for scrutiny.
  - (d) At the time of claiming reimbursement based on above, the following documents have to be forwarded:
    - Copy of the Import Purchase Order
    - Copy of the Import Invoice
    - Certification by Supplier that items being imported are for fitment onward ships.
    - Air Way Bill / Bill of Lading marked as Freight Paid
    - Insurance Policy / Insurance Document.
    - Evidence / Receipt towards payment of above taxes / duties
  - (e) Reimbursement of BCD/OTHER COMPONENT OF CD shall be based on GOI/RBI guidelines as issued from time to time.
  - (f) The following procedure will be adopted for reimbursement of BCD on input material covered by para 25 (a) to (e)
  - (i) Reimbursement of BCD on input materials will originally be done at actuals at the time of release of payment after inspection and despatch and along with payment of taxes and duties based on following principals:
    - BCD shall be a reimbursable expense to be done at actuals against proof of valid documents

- Reimbursement of BCD shall be in Indian Rupees only, irrespective of the currency in which the contract has been denominated
- Reimbursement of BCD shall be restricted to the net amount for which CDEC would have been admissible after reducing the value for which CDEC has already been issued.
- BCD will not be reimbursed if it has become payable to extended delivery period where such extensions is on account of delay attributable to the vendor.
- BCD will not for part of initial advance or be paid in advance of actual incurrence of expense.
- Claim of reimbursement of BCD shall be accompanied with the following documents
  - (1) A statement duly signed by the vendor and his statutory auditor showing the components and amount under various element of the custom duty, the admissibility and amount of CENVAT Credit applicable and how the benefit is being passed to the purchaser. All benefits must be passed on at the stage of or prior to claiming the reimbursement.
  - (2) The vendor shall along with the invoice submit an undertaking specifying that all CENVAT Credit admissible has been passed on to the Purchaser. If at a later stage, the purchaser discovers that full amount of CENVAT credit has not been passed on to the purchaser or false/ misleading statement has been issued, purchaser shall recover the same with interest as applicable from the instant contract or any other payment due to the vendor. The purchaser also deserves the right to initiate other actions as per extent procedure and rules in vogue.

**24. Goods and Services Tax (GST):**

- (a) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).
- (b) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.
- (c) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.
- (d) The Supplier/Seller must submit original tax invoice or debit note to GRSE(buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE( Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.
- (e) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- (f) As per Sec 51 (1) of the CGST Act deduction of tax at source @ 2% (CGST 1% + SGST 1% or IGST @2%) on the payment made or credited to the supplier where total value of supply (supply of goods or service) under a contract exceed Rs. 2,50,000.00 excluding GST.

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

- (a) Separate PBGs for 'Main Equipment & Tools' and 'OBS' (In GRSE format) for 10% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10%.
- (b) PBGs shall be kept valid till completion of respective warrantee period plus one month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
- (c) GRSE shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.

- (d) The Performance Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalized / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (e) PBG shall be submitted after completion of Delivery of Equipment.

**Note:** Please note, All Bank Guarantees (BGs) is to be forwarded through issuing banks in sealed envelope directly to the office of Additional General Manager (Finance -F&A)/ General Manager (Finance), 43/46 Garden Reach Road, Kolkata -700024.

**Note:** Direct Submission of BGs by the firm may not be accepted.

**26. Order Placement:**

- (a) After Placement of GeM Order, GRSE will issue Yard Wise separate order with staggered delivery through SAP.

**27. Arbitration:**

- i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator under the Laws of India.
- ii. The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC, shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.
- iii. Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC.
- iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- v. In the event of death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e. IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.
- vi. The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.
- vii. If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e. IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.
- viii. The cost of the Arbitration including the Arbitrator's remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.
- ix. The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator.
- x. The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.
- xi. The language of the proceeding shall be in English."

**28. Foreclosure:**

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.

**29. 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 90 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.

30. **Individuality of Contract:**

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

31. **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.

32. **Order Acknowledgement:** 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 you.

33. **Loading for Deviations in Tender Terms and Conditions.**

As a matter of policy deviation to tender's Terms & Conditions shall not be allowed. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.

34. **Bid modification:**

Firm will not request for modification of bids, after tender closing date & time.

35. **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.

36. **Two Parts Bid Clause:**

**The Offers must be submitted in two parts:**

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

- (i) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
- (ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
- (iii) Audited / Certified Balance sheet, Profit / Loss account for past three (03) years.
- (iv) Value of supplies during last three (3) years. (Order copies & work completion certificates to be attached).
- (v) Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience etc.
- (vi) Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
- (vii) Weight control Data sheet if applicable.
- (viii) Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
- (ix) Break up of prices for various components of supply/services shall be indicated in terms of percentage (%) in Part-I bid of the cost of items, if applicable.
- (x) Undertaking for product support if applicable.
- (xi) Bank details for payment by RTGS/NEFT in the format enclosed.
- (xii) Bidders / Suppliers should enclose the additional documents as applicable to this tender.
- (xiii) Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
- (xiv) Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.
- (xv) Firm to submit the signed and stamped copy of the SOTR along with the bid and to be filled up properly.
- (xvi) Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for

rejection of bid.

- (xvii) Firm to submit the declaration enclosed at Annexure IV along with the bid.
- (xviii) It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.

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

**37. Bid Rejection Criteria:**

- (a) Bids will be categorically rejected under following criteria:
  - (i) Bid received other than through GeM Portal.
  - (ii) Bidder not agreeing to accept Integrity Pact(IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
  - (iii) Bidder is not complying with Drawing and SOTR requirement.
  - (iv) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.
  - (v) EMD & Tender fee not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority.
  - (vi) If the firm is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender.
  - (vii) Firm's having poor performance w.r.t to timely delivery of ordered items in last 2 years ( as per opinion of GRSE) or 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).
  - (viii) Bid submitted other than INR.
- (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 till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender.
  - (ix) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
  - (x) Bidder not agreeing for Warranty period as specified in the tender.
  - (xi) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
  - (xii) 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.
  - (xiii) Quote received with Price Variation Clause.
  - (xiv) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre- qualification parameters stipulated in the tender enquiry.



- (xv) Delivery by High seas sales / Sales in transit.
- (xvi) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.
- (xvii) Bidder does not agree to provide warranty extension.
- (xviii) Bidder does not quote for all line items where it is mandatory to quote as such.
- (xix) Bidder not complying the GRSE's 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 GeM 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 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).

Indicating price in technical bid.

38. **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 GeM 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 far 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

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.

39. **Miscellaneous Instruction to bidder:**

- (i) Tender document to be downloaded from Gem Portal
- (ii) Offer in filled e-format is to be uploaded in GeM Portal. Tender opening can be witnessed in GeM portal.
- (iii) If there are any clarifications, this may be obtained online through the tender site.
- (iv) Bidder should take into account the corrigendum published before submitting the bid online.

- (v) 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.
- (vi) 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.
- (vii) 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.

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

**40. Acceptance:**

The Acceptance matrix/formats are to be downloaded from the tender GeM portal and after due completion the same is to be uploaded along with the e-quotation by the bidder/vendor. This is to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the e-tender. The following is to be complied: -

- (a) The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear non-compliance/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.

Tender must contain offers/response for all line items as sought.

**41. 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

**42. CANCELLATION OF ORDER:**

- 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.
- b) In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.

In case of delay beyond agreed period for liquidated 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.

**43. STACS:**

All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS –PE-INDG (August – 2006).

- 44. All terms and conditions of NIT has been accepted by the firm and there is no deviation/ additional comment taken from the tender.

### PACKING LIST FORMAT

(firm is to prepare and enclosed while requesting for way bill and delivery of items)

PO No:

Yard no:

Project:

BOX:

PO sl no	GRSE Material Code	Item description	Qty as per GRSE PO	Firms Material code/ Part no	Actual Qty Supplied
LOOSE ITEMS	---		-----		

**NOTE:**

- Separate packing list is to be made and enclosed for the separate PO/ Yard.
- All loose item/ installation item/non-coded (not indicated in PO) should also be indicated in the packing list format.
- Packing list should be pasted on the respective boxes.
- For issuance of way bill copy of packing list should be attached with Invoice and LR, without which way bill will not be issued.
- Packing list should also be attached with Invoice while delivery of Material/ Item at GRSE store in lieu of which material may not be accepted at GRSE store.
- Any discrepancy/deviation in packing list (as mentioned above) may lead to delay in payment for which firms is solely responsible and same will be resolved by firm by deputing their representative.

FORMAT NO. QS/03/0019

**PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE**

THIS DEED OF GUARANTEE made this .....day of .....BETWEEN.....(hereinafter called " THE BANK ") which expression shall unless excluded by or repugnant to the context , be deemed to include its successors in office and assigns of the ONE Part and GARDEN REACH SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head Office At 43/46 , Garden Reach Road , Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part WHEREAS Messers .....having its registered office at .....(hereinafter called " THE SELLER ") have accepted an Order No. ....for supply of .....from the Buyer to manufacture and deliver the same to Buyer in good condition .

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

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from date of such demand sum or sums not exceeding in the whole of Rs. ....(Rupees..... only) as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said Order.

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

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

Date: .....202

Signature of Bank’s Authorised

Signatories with Code No., Name, Designation and Bank Stamp

## **SHIPPING INSTRUCTIONS**

### SHIPPING MARKS:

The packing case should be marked as

GRSE LTD., KOLKATA (INDIA)

CASE NO..... DIMENSION .....

GROSS WEIGHT ..... NET WEIGHT .....

CONSIGNOR'S NAME .....

PORT OF DISCHARGE .....

Shipping arrangements through Sea will be made by the Ministry of Shipping.

1) Transport (Chartering Wing), PARIVAHAN BHAWAN, 1, Parliament Street, New Delhi - 110007(Cable TRANSCART) Fax No.011 2371- 8614 through their respective Forwarding AGENTS/nominees as mentioned below to whom adequate notice about the readiness of each consignment should be given by the Sellers from time to time at least six weeks in advance of the required position, for finalizing the shipping arrangements.

OR

2) By GRSE nominated freight forwarder as the case may be.

3) The Bills of Lading should be drawn so as to show:

Consignee : To order

Notify : Garden Reach Shipbuilders & Engineers Ltd.,

43/46, Garden Reach Road,

Kolkata – 700 024.

4) Two non-negotiable copies of the Bills of Lading including the freight amount and discount, if any allowed, should be forwarded to the Shipping Co-ordination Officer, Ministry of Shipping & Transport (Chartering Wing), PARIVAHAN BHAWAN, 1 Parliament Street, New Delhi – 110007 after the shipment of each consignment is affected.

**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)**

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**ANNEXURE:**

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

IN-1	<b>GENERAL</b>	
IN-101	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.	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-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-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
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.	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.
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.	(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.
IN-106	The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.	(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-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-111
IN-108	<b>Governing Jurisdiction and Compliance with Laws</b>	<b>Secrecy :</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.	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.
(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.	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.
(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.	IN-112
(d)	The existing Laws on employment of Child Labor shall be binding for the contract.	<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.
(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.	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.
(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.	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.
(g)	All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.	IN-113
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 Sub-contractor / Supplier / Vendor shall render free of cost guidance in case the Purchaser intends to set-up testing, repair / maintenance facility to overhaul the equipment supplied by the Sub-contractor / Supplier / Vendor.
		IN-114
		The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.
		IN-115
		Purchase preference in respect of equipment / product and or services of Central Public Enterprises will be applicable for such / similar

equipment / product / services on tender as per extant policy promulgated by Department of Public Enterprises, Government of India.

IN-116 The Purchaser reserves the right to accept and or reject any or all tenders and / or to withdraw the tender in toto without assigning any reason whatsoever.

IN-117 **Registration as Approved Vendor :**

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

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

IN-118 **MOU** : Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.

IN-119 **Examination of price:** Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-contractor/supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.

IN-120 **Individuality of contract:** In the event of the offer getting converted into an order, the said order shall be treated as an individual contract, shall not allow any general lien to the parties and shall not get prejudiced in execution due to situation arising out of some other contract that the supplier may have with GRSE.

IN-2. **Quotations and Order Acceptance Terms:**

IN-201 *Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.*

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

IN-202 Unless otherwise stated, the offers shall be in 'Two Bid System' only, in two separately sealed envelopes: -

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

(ix) Standard format for data to be provided by OEM as per ILMS requirement (Integrated Logistic Management System):- As required by Indian Navy for operation of ILMS successfully at their end, detail information regarding ILMS compatibility as per format provided in SOR is to be filled in by OEMs and submitted to GRSE as part of their contractual obligations and to be included as deliverables.

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

IN-203

(a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned deptt.

(b) Outstation Bidder / Tenderer shall forward their offers addressed to concerned Authority either by courier service or by speed post so as to reach well in advance of the due date of tender or by hand delivery before due date and time of tender closing. Purchaser shall not be responsible for any postal / courier delay and it is attributable solely to the tenderer.

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

IN-204

(a) The price per 'Ship set' shall be quoted and breakup price of individual items of equipment and its accessories must be clearly stated.

(b) The cost incidence against each head shall be clearly indicated for -

- Door delivery
- F. O. R.
- Ex-Works - with charges for packing and forwarding

(c) The offer shall indicate the discounted price, if more than one shipset is ordered.

(d) The offer shall clearly indicate the Foreign Exchange content, if any, and base Exchange Rate and cut off date for Import. If any item/s is / are required to be imported by the Sub-contractor / Supplier / Vendor for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.

(e) The vendor/supplier/sub-contractor shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the vendor/supplier/sub-contractor along with the copies of bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser.

(f) The purchaser reserves the right to investigate the reasonableness of the price and ask the vendor/supplier/sub-contractor for detail break up of their cost.

IN-205

(a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser's Yard. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.

Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Vendor shall indicate -

(i) The date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,

**and**

(ii) Terms and conditions for effecting postponement of delivery beyond the price validity period.

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

IN-206

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

IN-207

**Spares:**



(a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.	default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.
(b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer's recommended spares together with itemised prices for <ul style="list-style-type: none"> <li>• One year uninterrupted operation – validity of offer shall be a minimum for 90 days.</li> <li>• 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.)</li> </ul>	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.
(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.	IN-3.0 <b><u>Packing, Shipping, Insurance &amp; Freight details and Delivery:</u></b>
(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-301 <b><u>Identification of Deliverables And Penalty For Non-Compliance:</u></b>
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.	(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.
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.	(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.
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.	(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.
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.	IN-302 <b><u>Insurance:</u></b>
Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vendor's bid contains any condition and any correspondence which are contrary to the Notice Inviting Tender (NIT) then they shall be considered as superseded and void on the acceptance of the bid by the Purchaser.	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.
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-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-211 <b><u>Security Deposit (Interest free):</u></b> 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	IN-303 Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach the purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Sub-contractor/ Supplier/ Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. Demurrage, if any, due to wrong/non-availability of shipping documents will borne by supplier/vendor.

IN-304	Where so stipulated in the order, the Sub-contractor / Supplier / Vendor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. The Purchaser reserves the right to cancel the order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser / Owner and failure on the part of the Sub-contractor / Supplier / Vendor to comply with the delivery schedule is inevitable. In such an event the Sub-contractor / Supplier / Vendor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Sub-contractor / Supplier / Vendor at his cost.		the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Sub-contractor / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.
		IN-404	In the event of Sub-contractor's / Supplier's / Vendor's failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Sub-contractor / Supplier / Vendor in this regard.
		IN-405	Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.
IN-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".	<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-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-306	(a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser. (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor. (c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order. (d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account. (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.	IN-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.
		<b>IN-6.0</b>	<b><u>Terms of Payment:</u></b>
		IN-601	(a) Unless or otherwise mutually agreed upon and stipulated in the Purchase Order, the terms of payment shall be 90% of Order value within 45 days from the date of receipt inspection and acceptance of material and presentation of bill supported with complete set of documents as under: -  (i) Seven copies of signed invoice indicating Vendor Code Number and 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. (ii) Warranty Certificate in triplicate. (iii) 3 copies of Manufacturer's Works Test Certificate. (iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable). (v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN) (vi) Complete set of Classification / On board spares as per the Purchase Order. (vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium. (viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium. (ix) Complete set of "As fitted" drawing and reproducible drawings. (x) Quotations for B & D spares for (a) 2 years operation and (b) 5 years operation. (xi) IIG Forms duly filled in. (xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Management System). All the documents shall clearly indicate the GRSE's Purchase Order No. and date.  (b) Balance 10% will be released after G.P. or against submission of PBG for equivalent amount (as per GRSE format & guidelines at 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
<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/repared equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.  In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/sub-Contractor/supplier shall quote for the same on monthly basis for the period of such extension.		
IN-402	If the defects intimated during the Guarantee period are not remedied within a reasonable / stipulated time, the Purchaser may proceed to rectify the defects at the Sub-contractor / Supplier / Vendor's risk and cost, but without prejudice to any other rights which the Purchaser may have against the Sub-contractor / Supplier / Vendor in respect of the failure of the Sub-contractor / Supplier / Vendor to remedy such defects.		
IN-403	Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Sub-contractor / Supplier / Vendor of		

	<p>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>readiness of items for despatch &amp; GRSE is to be intimated by supplier / vendor / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-vendors of Sub-contractor / Supplier / Vendor on whom Purchaser had placed a Purchase Order.</p>
	<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>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.</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>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 &amp; forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, 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 Management / TC as appropriate.</p>	<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.</p>
	<p>(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.</p>	<p>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.</p>
	<p>(g) Works Contract : In case of works contract following payment terms shall be followed:-</p>	<p>IN-607 <b><u>Liquidated Damages / Risk Purchase:</u></b></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>IN-607.1 In the event that-</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. OR Where unit rate is mentioned , 90% payment progressively on job completion and Certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.</p>	<p>(a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or  (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.</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>	<p>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.</p>
<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 &amp; ENGINEERS LTD.' only.</p>	<p>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.</p>	<p>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.</p>
<p>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.</p>	<p>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</p>	<p>IN-607.3.1 Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.</p>
		<p>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</p>

	to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest .			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-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-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-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-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-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 acknowledgement 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-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		<b><u>REPLACEMENT FOR REJECTION:</u></b>
			(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-7.0	<b><u>Quality Assurance, Inspection ,Testing and Commissioning Assistance:</u></b>	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-701	The equipment will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment. Statutory : M. M. D. or N. M. D. Regulatory : Classification Society–L.R.S./A.B.S/D.N.V/ I.R.S. etc. Specification: Survey, DQA(WP)/DQAN/CQAE, Classification Society. Others: Owners, W. P. S. (KOLKATA), GRSE	IN-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-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-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-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-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-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-715		The Sub-contractor / Supplier / Vendor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
IN-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-8.0		<b><u>Miscellaneous:</u></b>
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.	IN-801		<b><u>Force Majeure (as vetted by Min. of Law) :</u></b> -

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

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

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

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

**IN-802 Arbitration:**

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

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

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

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

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

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

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

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

**IN-803 Indemnification:**

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

compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

**IN-804**

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

(a) The Sub-contractor / Supplier / Vendor shall give an undertaking that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Vendor) or the commission of any offence by the Sub-contractor / Supplier / Vendor or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Sub-contractor / Supplier / Vendor and recover from the Sub-contractor / Supplier / Vendor the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Vendor.

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

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

**IN-805**

**Banned or de-listed Contractors:**

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

**IN-806**

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

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# Garden Reach Shipbuilders & Engineers Ltd.

## **STANDARD TERMS AND CONDITIONS OF SUPPLY INDIGENOUS EQUIPMENT/MACHINERY.**

Tender No..... Date .....

STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE	BIDDER'S REMARKS	STACS CLAUSE	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS
IN-101		IN-203		IN-501		IN-704	
IN-102		IN-204		IN-502		IN-705	
IN-103		IN-205		IN-503		IN-706	
IN-104		IN-206		IN-504		IN-707	
IN-105		IN-207				IN-708	
IN-106		IN-208		IN-601		IN-709	
IN-107		IN-209		IN-602.1		IN-710	
IN-108		IN-210		IN-602.2		IN-711	
IN-109		IN-211		IN-603		IN-712	
IN-110		IN-212		IN-604		IN-713	
IN-111				IN-605		IN-714	
IN-112		IN-301		IN-606		IN-715	
IN-113		IN-302		IN-607.1			
IN-114		IN-303		IN-607.2		IN-801	
IN-115		IN-304		IN-607.3		IN-802	
IN-116		IN-305		IN-607.4		IN-803	
IN-117		IN-306		IN-607.5		IN-804	
IN-118				IN-607.6		IN-805	
IN-119		IN-401		IN-608		IN-806	
IN-120		IN-402					
		IN-403		IN-701			
IN-201		IN-404		IN-702			
IN-202		IN-405		IN-703			

**COMPANY SEAL.**

**SIGNATURE .....**

**NAME .....**

**DESIGNATION.....**

**COMPANY NAME & ADDRESS**

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**NOTE:**

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