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गार्डनरीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Limited
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)
रक्षा मंत्रालय under Ministry of Defence

इ-खरीद कक्ष, न्यु बिल्डिंग कमप्लेक्स
(पहला माला),
43/46 गार्डन रीच रोड,
कोलकाता- 700 024

eProcurement Cell,
Commercial Department
61 Garden Reach Road,
Kolkata – 700 024

email: mtl.eproc@grse.co.in
दूरभाष Phone: 033-24893902
फैक्स: FAX: 033-24692020
CIN:
L35111WB1934GOI007891
GST Registration No.
19AAACG9371K1Z4

शुद्धिपत्र (1)
CORRIGENDUM (1)

निविदा संदर्भ सं Tender Ref. no.	CSB/OT/PSB/MPV/SteelBulbFlats/3050-57/RA-3041 dated 09-Aug-2024
विषय Item	Procurement of 'Grade AH36 & Grade A Steel Bulb Profiles' for GRSE Multi-Purpose Vessel project
Published On	09-08-2024
Bid Submission End Date	30-Aug-2024 12:00 PM
Tender ID	2024_GRSE_95460_1

- The tender enquiry has been issued for 08 ship sets.
- The bid submitted against such tender enquiry should have a validity period of 180 days from the date of bid closing.
- GRSE shall place firm order on the successful bidder quoting the lowest price for 04 ship sets within 90 days from the date of bid closing.
- GRSE reserves it's right to place further order for upto 04 ship sets on the successful and lowest bidder within 180 days from the date of bid closing.
- However, placement of additional orders for 04 ship sets is not guaranteed and is discretionary on the part of GRSE and on non-placement of such orders, no claim whatsoever of the bidder shall be entertained.

निविदाकारों से अनुरोध है कि विस्तारित जमा तिथि के अंदर उपरोक्त निविदा जमा करें.

Bidders are requested to participate in the above mentioned tender within the due date and time.

निविदा के अन्य सभी नियम एवं शर्तों में कोई बदलाव नहीं है.

All other terms and conditions of the tender enquiry remain unaltered.

अधिकृत हस्ताक्षरी
Authorized Signatory



Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, under Ministry of Defence)

61 Garden Reach Road Kolkata – 700 024

Home Page :: www.grse.in

Telephone :: 033 - 2469 8105/9330, 2489 3619

Website : www.grse.in | CIN : L35111WB1934GOI007891

NOTICE INVITING TENDER

Department :: Commercial Ship Building

Subject :

Procurement of 'Grade AH36 & Grade A Steel Bulb Profiles' for GRSE Multi-Purpose Vessel project

eTender :

CSB/OT/PSB/MPV/SteelBulbFlats/3050-57/RA-3041 dated 09 August 2024

TABLE OF CONTENTS

<u>Sl.</u>	<u>Particulars</u>	<u>Annexure</u>
1.	TERMS AND CONDITIONS - GENERAL	Annexure - A
2.	TECHNICAL TERMS & CONDITIONS	Annexure - B
3.	ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATIONS	Annexure – C
4.	COMMERCIAL TERMS & CONDITIONS	Annexure – D
5.	ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS & CONDITIONS (CTACs)	Annexure – E
6.	PROFORMA OF PERFORMANCE BANK GUARANTEE	Annexure - H
7.	FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY	Annexure - I
8.	FORMAT FOR CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT	Annexure - J
9.	ECS FORMAT	Annexure - K
10.	INTEGRITY PACT	Annexure – L
11.	SOTR / TECHNICAL SPECIFICATIONS	Attached

TERMS AND CONDITIONS OF THE TENDER ENQUIRY - GENERAL

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the supply of 'Steel Bulb Flats' for 7500 DWT Multi-Purpose Vessel Project as indicated below :-

GRSE Project	Multi-Purpose Vessel
GRSE Yard Numbers	3050 to 3057 [08 ship sets]
GRSE Indent Numbers	1000054371, 1000054380, 1000054382 – 87 dated 02.08.2024
Tender Number	CSB/OT/PSB/MPV/SteelBulbFlats/3050-57/RA-3041 dated 09.08.2024
Portal	https://eprocuregrse.co.in
Nature of Tender	Open
Reverse Auction	Applicable
Date of Pre-Bid Meeting (if required)	Not Applicable
Bid Submission Start Date & Time	12.08.2024 (10:00 Hrs IST)
Last Date & Time of Receipt of Tender	30.08.2024 (12:00 Hrs IST)
Date & Time of Opening of Tender	31.08.2024 (12:00 Hrs IST)
EMD	₹ 10,00,000.00 [Rupees Ten Lakh only]
Tender Fee	Nil
Integrity Pact	Applicable

- Tender / Bid formats are to be downloaded from the NIC e-portal <https://eprocuregrse.co.in>.
- Offers are to be uploaded in the NIC e-portal using valid Digital Signature Certificate (DSC).

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

(Partha Sarathi Bose)

Dy. General Manager (Commercial Ship Building Department | Supply Chain Management)

Regd. & Corp. Office : 61 Garden Reach Road, Kolkata - 700 024.

Correspondence : Commercial Ship Building Department ('D' Block, 1st Floor), GRSE Bhavan Unit, 61 Garden Reach Road, Kolkata – 700 024.

Phone : (033) 2469 8101; extn. 6049 || Email : Bose.ParthaSarathi@grse.co.in || Mobile : 94334 84780

Website : www.grse.in || CIN : L35111WB1934GOI007891.

<i>ITEM SL. NO.</i>	<i>ITEM DESCRIPTION</i>	<i>QUANTITY PER SHIP</i>	<i>UNIT OF MEASURE</i>	<i>QUANTITY FOR 08 SHIP SETS</i>
1	GR. AH36 STEEL BULB FLAT 100X8MM	10.200	TO	81.60
2	GR. AH36 STEEL BULB FLAT 120X8MM	15.540	TO	124.32
3	GR. AH36 STEEL BULB FLAT 140X8MM	34.930	TO	279.44
4	GR. AH36 STEEL BULB FLAT 160X9MM	3.630	TO	29.04
5	GR. AH36 STEEL BULB FLAT 180X9MM	15.240	TO	121.92
6	GR. AH36 STEEL BULB FLAT 180X10MM	24.880	TO	199.04
7	GR. AH36 STEEL BULB FLAT 220X10MM	5.920	TO	47.36
8	GR. A STEEL BULB FLAT 100X8MM	4.810	TO	38.48
9	GR. A STEEL BULB FLAT 120X8MM	12.050	TO	96.40
10	GR. A STEEL BULB FLAT 140X8MM	2.490	TO	19.92
11	GR. A STEEL BULB FLAT 160X9MM	7.260	TO	58.08
12	GR. A STEEL BULB FLAT 180X10MM	4.930	TO	39.44

NOTE :-

- **Only primary steel manufacturers whose rolling mill / process has been certified by DNV Class are eligible to participate in this tender enquiry.**
- **Bidders should ensure inspection of rolling process at defined stages and final inspection of supplies by DNV class.**
- "Technical Specification for Manufacture and Supply of Grade AH36 and Grade A Steel Bulb Profiles; TSP no. CDO/Hull/MPV/2 dated 05-08-2024" - <07 pages attached>.
- In the event of conflict between the terms & conditions in this NIT and the SOTR, the terms & conditions given in this NIT will prevail.
- Bidders are requested to go through all the clauses / terms of the NIT / tender enquiry before submitting their bids.
- EMD of ₹ 10,00,000.00 [Rupees Ten Lakh] is applicable. The same is to be sent in an envelope, clearly indicating the Tender Reference and Due Date, to the tendering authority so as to reach before the tender opening date and time. GRSE shall not be responsible for postal delays, etc. Bids/Offer submitted without EMD within specified date and time will be treated as non-responsive and summarily rejected. Scanned copy of the EMD is to be attached along with the techno-commercial bid. Bidders are requested to kindly submit EMD in the form of either demand draft / bankers cheque / bank guarantee. EMD should be valid for at least 180 days from due date / extended due date of the tender enquiry. New/unregistered bidders are to fill-up and submit the ECS format in case EMD is submitted. Non-submission of correct ECS details might lead to rejection of EMD. GRSE standard ECS format is given at Annexure--K of this enquiry.
- Bidders are required to be registered on the TReDS (Trades Receivables e-Discounting System) - www.invoicemart.com - as per directives of the Government of India. The bidders are to indicate the registration number allotted by TReDS / Invoicemart in their bids. In the event of any bidder not registered in the portal or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.
- The Integrity Pact is to be submitted in original to the tendering authority prior to opening of the techno-commercial bids [soft copy of the same to be available along with the techno-commercial part of the bid]. Failure to submit the Integrity Pact in original will lead to summary rejection of bid.

CONTACT DETAILS FOR QUERIES :-

Query	Name	Contact Number	Email
Technical Specifications	Sunil Kumar Dekka Dy. General Manager (Design)(Hull)	(+91) 33-2469 8101 +91 99115 64003	Dekka.Sunilkumar@grse.co.in
	Abhimanyu Badhavath Manager (Design)(Hull)	(+91) 33-2469 8101 +91 83340 30203	Badhavath.Abhimanyu@grse.co.in
	Akey Sai Pradeep Manager (Design)(Hull)	(+91) 33-2469 8101 +91 85839 79499	Akey.Saipradeep@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 94334 84780	Bose.ParthaSarathi@grse.co.in
	Padmawati Kisku Sr. Manager (CSB)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

TECHNICAL TERMS & CONDITIONS OF THE TENDER :

1. ELIGIBILITY CRITERIA :-

- **Only primary steel manufacturers whose rolling mill / process has been certified by DNV Class are eligible to participate in this tender enquiry.**
- **Bidders should ensure inspection of rolling process at defined stages and final inspection of supplies by DNV class.**
- **Clause no. 4 of Technical Specifications TSP no. CDO/Hull/MPV/2.**

2. Items to be manufactured / supplied strictly as per technical specifications :-

- "Technical Specification for Manufacture and Supply of Grade AH36 and Grade A Steel Bulb Profiles; TSP no. CDO/Hull/MPV/2 dated 05-08-2024" - <07 pages attached>.

3. QUALITY ASSURANCE PLAN :-

- As per clause no. 5 of the Technical Specifications.

4. INSPECTION :-

- As per clause no. 6 of the Technical Specifications.
- Class Inspection / Third Party Inspection Fees and Testing Charges, if any, to be borne by the vendor, including cost for samples.

5. QUANTITY TOLERANCE :-

- Quantity Tolerance [weight] = 0 to +5% [no negative tolerance].
- For the purpose of billing, weight of the supplied material mentioned in vendor's invoice vis-a-vis weightment at GRSE yard or any other reputed weighbridge, whichever is lower, would be final and ICGRN would be issued by GRSE (SSY) based on lower weight basis.

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

ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATIONS

Item/Job : Procurement of 'Grade AH36 & Grade A Steel Bulb Profiles' for GRSE Multi-Purpose Vessel project

COMPANY NAME & ADDRESS *	
OFFER REFERENCE NO. & DATE*	
NAME & DESIGNATION *	
CONTACT DETAILS (email-ID, Phone No., Mobile No.) *	

Technical Specification for Manufacture and Supply of Grade AH36 and Grade A Steel Bulb Profiles; TSP no. CDO/Hull/MPV/2 dated 05-08-2024

Sl. No.	Clauses	Bidder's Comments	Sl. No.	Clauses	Bidder's Comments
1	Preamble		2	Governing Specifications	
3	Scope of Supply		4	Manufacturing of Steel Bulb Profiles	
5	Quality Assurance Plan (QAP)		6	Inspection of Steel Bulb Bars	
7	Test Certificates		8	Identification / Packing & Forwarding	
9	Tolerances		10	Quantities	

1. Bidders should read the TSP included in the tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. Please indicate: ACC - for Accepted, NO – for Not Accepted and DEV – for Deviation taken (and corresponding reference of your Technical Literature submitted separately).
4. Separate sheet to be attached for any deviation taken by you.
5. TSP Sl. Numbers shown in the format includes the sub Sl. Numbers under them also.

COMMERCIAL TERMS & CONDITIONS OF THE TENDER :

Tender must be submitted in the NIC Portal -> <https://eprocuregrse.co.in>

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

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

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

EARNEST MONEY DEPOSIT :-

- EMD of ₹ 10,00,000.00 [Rupees Ten Lakh only] is applicable.
- EMD may be submitted either in the form of a crossed demand draft / bankers cheque / bank guarantee / online.
- EMD, if submitted in the form of a crossed demand draft / bankers cheque, is to be drawn in favour of "Garden Reach Shipbuilders & Engineers Ltd.".
- EMD, if submitted in the form of bank guarantee, is to be as per approved GRSE format, issued by any scheduled commercial bank other than co-operative bank, on ₹ 100/- non-judicial stamp paper towards EMD. GRSE's standard format of bank guarantee is given at Annexure--I of this enquiry.
- EMD should be valid for at least 180 days from due date / extended due date of the tender enquiry or the maximum period of validity possible for the instrument.
- EMD is to be sent in an envelope, clearly indicating the Tender Reference and Due Date, to the tendering authority so as to reach before the tender opening date and time. GRSE shall not be responsible for postal delays, etc. Bids/Offer submitted without EMD within specified date and time will be treated as non-responsive and summarily rejected. Scanned copy of the EMD is to be attached along with the techno-commercial bid.
- Only Micro & Small Enterprises having Udyam Registration Certificate [latest/current] for manufacture/supply of the tendered equipment/material/item may be exempted from submitting Earnest Money Deposit against formal approach in techno-commercial bid along with the valid relevant certificate.
- New/unregistered bidders are to fill-up and submit the ECS format in case EMD is submitted. Non-submission of correct ECS details might lead to rejection of EMD. GRSE standard ECS format is given at Annexure--K of this enquiry.

MICRO & SMALL ENTERPRISES (MSES) :-

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

PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) :-

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

INTEGRITY PACT :-

1. The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-VIII. The 'Integrity pact' dully filled as per enclosed format is to be submitted along with the offer such that the ink-signed copy reaches GRSE before scheduled tender opening. Bidders are to ensure that every page of IP is ink signed and company seal/stamp is affixed on the document. Non-submission of Integrity pact in GRSE format shall lead to REJECTION of offer.
2. Independent External Monitors (IEM) :
Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

Shri Bam Bahadur Singh, Height-7; Flat No.1802, Uniworld City, New Town, Rajarhat, Kolkata - 700160 bbsinghbeml@gmail.com	Shri Pidatala Sridhar, IRS (Retd.) Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468 Street Number-6, Himayatnagar, Hyderabad - 500029 sridharpidatala@gmail.com
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The format of the Integrity pact is provided along with this tender enquiry – Annexure L.

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

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

BANK DETAILS OF GRSE :

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



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

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

2. **TENDER TYPE :-**

This is an open tender where all potential vendors can participate. Hence all relevant and potential vendors conforming to the technical specifications / terms of the SOTR/TSP may participate in this tender.

3. **TERMS OF PRICE :-**

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

4. **TERMS OF DELIVERY :-**

- Items to be delivered at GRSE Main/RBD unit, Kolkata [SOTR/TSP to be referred for details].

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

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

<i>Sl. No.</i>	<i>Yard No.</i>	<i>Delivery Date at GRSE</i>
1	3050	January 2025
2	3051	January 2025
3	3052	March 2025
4	3053	March 2025
5	3054	May 2025
6	3055	May 2025
7	3056	July 2025
8	3057	July 2025

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

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

- This is a divisible tender and tender may be awarded to multiple bidders on group-wise basis.
- L-1 will be determined on group-wise basis.
- Ranking of bids for L1 determination shall be done considering the total "Cost to Company" basis. The taxes and duties will be taken into account for ranking of bids if it is a cost to GRSE.
- Loading factors for deviation in tender terms as per GRSE policy will be applicable.
- Groups :::::
 - ✓ Group 1 : GR. AH36 STEEL BULB FLAT 100X8MM

✓ Group 2	:	GR. AH36 STEEL BULB FLAT 120X8MM
✓ Group 3	:	GR. AH36 STEEL BULB FLAT 140X8MM
✓ Group 4	:	GR. AH36 STEEL BULB FLAT 160X9MM
✓ Group 5	:	GR. AH36 STEEL BULB FLAT 180X9MM
✓ Group 6	:	GR. AH36 STEEL BULB FLAT 180X10MM
✓ Group 7	:	GR. AH36 STEEL BULB FLAT 220X10MM
✓ Group 8	:	GR. A STEEL BULB FLAT 100X8MM
✓ Group 9	:	GR. A STEEL BULB FLAT 120X8MM
✓ Group 10	:	GR. A STEEL BULB FLAT 140X8MM
✓ Group 11	:	GR. A STEEL BULB FLAT 160X9MM
✓ Group 12	:	GR. A STEEL BULB FLAT 180X10MM

7. PART ORDER / SPLITTING OF ORDER :-

- GRSE reserves the right to distribute the purchase order at L-1 matched price on more than one vendor.
- GRSE also reserves the right to split up / distribute the tendered quantity and place purchase order on more than one vendor at the ratio of 60:40 to avoid any disruption in supply [i.e. at least 60% to L1 vendor and 40% to L-2 vendor] subject to L-2 vendor agreeing to match the L-1 price.

8. PAYMENT TERMS :-

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

OR

95% of the value of the purchase order or individual line item, with full applicable taxes and duties, through ECS/NEFT, after delivery and acceptance of material/equipment at GRSE. Balance 05% shall be released after expiry of guarantee/warranty period and on claim.

- Payment will be made against Tax Invoice [eInvoice / original / ink-signed with GSTIN, GST rates, relevant HSN / SAC code nos.], Receipted / gate-stamped copy of Invoice / Delivery Challan and ICGRN [Inspection cum Goods Receipt Note of GRSE] / SES [Service Entry Sheet of GRSE].
- The Tax Invoice to be ink-signed, in quadruplicate and with GSTIN, relevant GST rates, HSN / SAC code nos.
- The Tax Invoice, in quadruplicate, is to be stamped by the CISF security personnel at the gate. Please ensure that your representative carries out the same failing which it will not be possible to process payment.
- Transaction fee of ₹ 500.00 for first return and ₹ 1000.00 for subsequent return of bill with inappropriate documents will be charged.
- Bidders are required to confirm clear acceptance of the aforesaid payment terms. In case of deviation, GRSE reserves the right to reject the offer as non-responsive bidder against the tender.

9. TAXES :-

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

10. PERFORMANCE GUARANTEE / WARRANTY PERIOD :-

- (a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of delivery at GRSE against improper design, defective materials and faulty workmanship.
- (b) In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/supplier shall quote for the same on monthly basis for the period of such extension.
- (c) A guarantee/warranty certificate is to be submitted with the supply.

11. TEST / GUARANTEE CERTIFICATE :-

- Manufacturer / Supplier's Test and Guarantee Certificates [along with any other certificate(s) mentioned in the TSP/SOR/SOTR] indicating compliance of the specification, make, etc. is to be forwarded along with the supply of the items. Necessary catalogue, detail, etc. of the item as applicable, should be furnished by the firm to facilitate receipt inspection.
- For details, please refer clause no. 7 of the attached TSP.

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

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

13. PERFORMANCE BANK GUARANTEE :-

- For claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 5% value of purchase order, in GRSE's format on a non-judicial stamp paper of ₹ 100/, valid for the guarantee/warranty period, must be furnished towards Performance Bank Guarantee before claiming of 100% payment.
- Bank Guarantee is to be sent by your Banker directly to the following address :- Dy. General Manager (Finance - VP), Garden Reach Shipbuilders & Engineers Ltd., GRSE 61 Park unit, 61 Garden Reach Road, Kolkata - 700 024.
- Performance Bank Guarantee format will be provided by GRSE to the awarded Bidder and same to be followed strictly. No other format is acceptable. GRSE standard format is given at Annexure--H of this enquiry.
- Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

14. CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT :-

- In the event of receipt of order, a bank guarantee of 5% of the value of the order, valid till full execution of order, on a non-judicial stamp paper of ₹ 100/- (as per GRSE's format) and in a bank-sealed envelope, is to be submitted within 15 days from the date of receipt of order.
- Bank Guarantee is to be sent by the vendor's banker directly to the following address :- Dy. General Manager (Finance-VP), Garden Reach Shipbuilders & Engineers Ltd, GRSE 61 Park unit, 61 Garden Reach Road, Kolkata - 700 024.
- Contract Performance Bank Guarantee shall be released after successful execution of the entire contract and acceptance of the system by GRSE without any interest.
- Contract Performance Bank Guarantee will be encashed in case of failure to supply the material on time or if the progress of manufacturing is found unsatisfactory at any point of time within the contractual delivery date, without giving any prior notice.
- Contract Performance Bank Guarantee format will be provided by GRSE to the awarded Bidder and same to be followed strictly. No other format is acceptable. GRSE standard format is given at Annexure--J of this enquiry.
- Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.
- In case of non-submission or delayed submission of the security deposit amount, Penalty Clause will be applicable i.e. Recovery of penal interest for delayed period of submission of security deposit beyond 15 days at the prevailing cash credit rate on the amount of security deposit to be submitted.

15. VALIDITY OF OFFER :-

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

16. DELIVERY POINT / JOB EXECUTION SITE :-

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

17. CONDITIONAL OFFER :-

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

18. LIQUIDATED DAMAGES :-

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

19. RISK PURCHASE :-

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

20. ARBITRATION :-

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

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

21. **JURISDICTION :-**

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

22. **PACKING :-**

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

23. **INSURANCE :-**

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

24. **OPTION CLAUSE :-**

The Purchaser reserves the right to increase or decrease the quantity to be ordered by 25-30% of bid quantity, at the time of placement of contract.

25. **FALL CLAUSE :-**

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

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

- a) Loading due to Additional Delivery Period ::: For the additional delivery period sought by the bidder over the stipulated delivery schedule as per Tender, 0.50% per completed week will be loaded to the landed cost at GRSE, provided the extended delivery period is acceptable to GRSE.
- b) Loading due to Payment Terms Deviation ::: Loading on amount at variation (landed cost at GRSE) @ MCLR found in RBI as on tender closing date plus 2% for the period at variation.
- c) Loading due to LD Terms deviation ::: Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the landed cost at GRSE.
- d) Deviation in respect of the period of Warranty/Guarantee ::: Deviation in respect of the period of warranty/guarantee shall be loaded to the landed cost at GRSE @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents. If bidder does not quote for warranty period extension charge, then @ 0.25% per month for period of warranty in deviation shall be loaded to the landed cost at GRSE.

27. **INDIGENIZATION :-**

- OEM / Suppliers / Sellers, while participating in the bid, shall clearly indicate the indigenous content in terms of percentage in the Commercial bid of the tender.
- 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.

28. **SECURITY CLAUSE :-**

All information given to the Bidder for the execution of the order is to be treated as SECRET/CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of the Order. Any information/drawing, etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole/part or duplicated, modified, divulged and/or disclosed, to a third party and not misused/used in any other form whatsoever without the Purchaser's prior consent in writing except to the extent required for the execution of this Order. At the time of tendering, the Bidder has to give an undertaking in favour of G.R.S.E. that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in this respect.

29. **PRICE TEMPLATE :-**

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

30. **COMPLIANCE MATRIX :-**

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

31. **CANCELLATION OF ORDER :-**

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

32. **COMPLIANCE WITH LAWS :-**

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

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

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

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

36. **APPLICABLE RULES & LAWS :-**

Considering the nature of work to be carried out by the contractor through the purchase order / contract to be awarded against this tender enquiry, deployment of contract workers inside the factory premises may be found to be imperative. In such instances, the contractor has to mandatorily comply with the following labour enactments for deployment of their workers inside GRSE :

- a) The Factories Act, 1948 and The West Bengal Factories Rules, 1958
- b) The Contract Labour (R & A), Act, 1970 and The Central Rules, 1971
- c) The Payment of Wages Act, 1936

- d) The Minimum Wages Act, 1948
- e) The ESIC Act, 1948
- f) The Payment of Bonus Act, 1965 & The Payment of Bonus (Amndt.) Act, 2019
- g) The PF & MP Act, 1952
- h) The Industrial Disputes Act, 1948
- i) Any other labour enactments as amended by The Central Govt. through Gazette Notification from time to time.

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

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



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

Item/Job : Procurement of 'Grade AH36 & Grade A Steel Bulb Profiles' for GRSE Multi-Purpose Vessel project		
CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
1	TReDS Registration no.	
2	Tender Type	
3	Terms of Price	
4	Terms of Delivery	
5	Delivery Schedule / Job Completion Period	
6	Determination of L-1 Bidder	
7	Part Order / Splitting of Order	
8	Payment Terms	
9	Taxes	
10	Performance Guarantee / Warranty Period	
11	Test / Guarantee Certificate	
12	Charges for Extension of Warranty Period & Delivery Schedule	
13	Performance Bank Guarantee	
14	Contract Performance Guarantee / Security Deposit	
15	Validity of Offer	
16	Delivery Point / Job Execution Site	
17	Conditional Offer	
18	Liquidated Damages	
19	Risk Purchase	
20	Arbitration	
21	Jurisdiction	
22	Packing	
23	Insurance	
24	Option Clause	
25	Fall Clause	
26	Loading for Deviations in Terms and Conditions	
27	Indigenization	
28	Secrecy Clause	
29	Price Template	
30	Compliance Matrix	
31	Cancellation Of Order	
32	Compliance with Laws	
33	Workmen's Compensation Act	
34	Tender Acceptance / Rejection / Split	
35	Price Negotiation with L-1	

Item/Job : Procurement of 'Grade AH36 & Grade A Steel Bulb Profiles' for GRSE Multi-Purpose Vessel project

CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
36	Applicable Rules & Laws	
37	Tender Extension	
38	Submission of EMD	
39	Submission of MSE certificate	
40	Submission of Integrity Pact	

NAME	
DESIGNATION	
COMPANY NAME, ADDRESS, E-MAIL, MOBILE / LANDLINE NO. :	

NOTE:

1. Bidders should read the Commercial Terms and Conditions (CTACs) included in the Tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. Please indicate : ACC- for Accepted, NO – for Not Accepted and DEV – for Deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. CTACs clause numbers shown in the format include the sub clauses under them also.

GRSE

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

THIS DEED OF GUARANTEE made in this _____ day of _____ between _____ (hereinafter called 'THE BANK') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE PART and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS Messrs. _____ having its registered office at _____ (hereafter called 'THE SELLER') have accepted an Order No. _____ for supply of _____ from the Buyer to manufacturer and deliver the same to Buyer in good condition.

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

NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. _____ only, as may become payable to the Buyer by the Seller by virtue of or arising out of the terms and conditions of the said order, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or dissolution or winding up of the business of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the Buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in

connection with said order have been fully satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till _____ and is limited to a sum of Rs. _____ (Rupees _____ only).

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

SEAL of the Bank

जी आर एस ई
GRSE

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

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

GUARANTEE BOND
(To be used by all scheduled Banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta - 700 024 (hereinafter called "the Buyer") having agreed to exempt M/s. (herein after called "the Party") from the demand, under the terms and conditions contained in the Tender No. dated (hereinafter called "the said ") of Security Deposit for the due fulfilment by the said Party's of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... (Rupees.....only) we,..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Buyer an amount not exceeding Rs.against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

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

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

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

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

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs.(Rupees.....) and that this Guarantee shall remain enforce until its expiry on the(date), unless a suit or

action to enforce a claim under this Guarantee is made against the Guarantee within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

for..... Bank Limited.

Dated the day of20



FORMAT FOR CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

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

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

Dear Sirs,

In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the "Buyer" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to.....(Name of the seller) with its Registered/Head Office at.....(hereinafter referred to as the "Seller" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) an order bearing Purchase Order No.....dated.....and the same having been unequivocally accepted by the seller resulting in to a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the seller having agreed to provide a Performance Guarantee for faithful performance of all the terms & conditions of the said Purchase Order for a sum equivalent to.....% (.....percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

We,.....(Name of the Bank and its Branch) having its Head Office at.....(hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the buyer merely on demand any or all money payable by the seller to the seller to the extent of Rs.....(in figures) (Rupees.....only) as aforesaid at any time up to.....without any demur, reservation, contest, recourse or protest and/or without any reference to the seller. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee.

The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the seller. The buyer shall also have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any power vested in them or of any right which they might have against the seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, expressly contained or implied, in the contract between the buyer and the seller or any other course or remedy or security available to the buyer. The Bank shall not be released or discharged of its obligations under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the buyer may have in relation to the seller's liabilities.

ECS FORMAT

< for new / unregistered vendors of GRSE >

VENDOR'S NAME : _____

ADDRESS : _____

VENDOR'S REGISTRATION CODE NO. WITH GRSE : _____

DESIGNATED BANK A/C NAME : _____

BANK A/C NO. : _____

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

NAME OF BANK : _____

BANK BRANCH ADDRESS : _____

BANK CODE : _____

MICR NO. (9 DIGITS) FOR PAYMENT : _____

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

DATE OF EFFECT : _____

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

(_____)
Signature of the Investor/Customer

Date : _____

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

Bank's Stamp : _____
Signature of the Authorised/Official of Bank

Date : _____ Form of the Bank

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

1. IN FORMAT ENCLOSED.
2. IN NON-JUDICIAL STAMP PAPER OF VALUE ₹ 110/-.
3. TO BE EXECUTED BY PERSON WITH APPROPRIATE AUTHORITY.



INTEGRITY PACT

Between M/s. Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"
and
..... hereinafter referred to as " the Bidder / Contractor"

The Principal intends to award, under laid down organizational procedures, contract for.....
The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources
and of fairness /transparency in its relations with its
Capital Bidder(s)/ or Contractors(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor
the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1 - Commitments of the Principal

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

- a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The principal will exclude from the process all known prejudiced persons

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

[1] The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the

Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign Supplier" is annexed and marked as annex.

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

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

Section 3 – Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award *or* during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the extant procedure of the company.

Section 4 – Compensation for Damages.

- (1) If the *Principal* has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit /Bid Security.
- (2) If the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5, - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

Section 6 - Equal treatment of all Bidders / Contractors / Sub-contractors.

- (1) The Bidder(s) /Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.
- (4) The Principal will *provide* to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.
- (8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

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

Section 10 – Other provisions:

- 1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.
- 2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the Principal)
(Office Seal)

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

Place

Date

Witness 1:
(Name & Address)

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Witness 2:
(Name & Address)

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GRSE