



Garden Reach Shipbuilders & Engineers Limited

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

61, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: www.grse.in

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

:: NOTICE INVITING TENDER :: **(LIMITED TENDER - REVERSE AUCTION)**

Tender No.: PUR/P17A/LT/DD/CABLE FOR SRGM/RA-3045 **ITEM: SUPPLY OF CABLE FOR SRGM, P17A PROJECT, YARD NOS. 3022**

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

- COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through GeM portal. The mentioned information should be clearly filled up in GeM and upload the same.
2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -
 - a. GeM (Government eMarketplace) <https://gem.gov.in>
 - b. 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 in their bids.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. MSE/NSIC Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee & EMD against formal approach in techno-commercial bid along with a valid relevant MSE/NSIC Registration Certificate up to its monetary limit.
4. **Firm is required to submit valid DQA(N) registration certificate for the subject item along with Techno-Commercial offer (i.e. Part-A of the Bid).**
Offer from the firm having valid DQA(N) registration certificated shall only can participate.
5. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER:-**
 - a) 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.
 - b) 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.
 - c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.



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6. **VALIDITY :-**

All Tenders must remain firm and open for acceptance **for 200 days** from the due date. 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. GeM has a present provision of 90 days which need to be enhanced upto 200 days as and when required.

7. **PART ORDER :-**

PART ORDER IS NOT APPLICABLE AGAINST THIS TENDER ENQUIRY.

8. **L-1 DETERMINATION :-**

L-1 BIDDER SHALL BE DECIDED ON TOTALITY BASIS. VENDORS ARE REQUESTED TO QUOTE ALL THE ITEMS, OTHERWISE YOUR OFFER WILL BE REJECTED OUTRIGHT.

9. **CONDITIONAL OFFER :-**

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

10. **PRICE BID TEMPLATE :-**

Reference Price Bid Template is attached herewith. No price information should be given with the techno-commercial bid. L-1 vendor has to submit price break-up (Basic Price and Tax) as per the template after L-1 determination after Negotiation / RA.

11. **TERMS OF PRICE :-**

The quoted rate must be legible and to be kept firm & fixed till full execution of order on F.O.R. GRSE, Kolkata (Door Delivery) basis. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier.

12. **TAX :-**

Bidders to indicate GST rate & HSN/SAC Code with proper document (scanned copy).

13. **TESTING AND INSPECTION :-**

The cables are to be tested as per Master Quality Assurance Plan (MQAP) document ref. no. DQAN/L/611118/MQAP-Cables (Version-4) and applicable SOTR for EBXL cable. The cables are to be despatched with valid Type Test certificates and Inspection release note.

Inspection Authority: DQA(N).

Receipt Inspection: GRSE(RIC).

Receipt inspection for all cables shall be carried out at GRSE in the presence of OEM rep to verify completeness of the scope of supply and intactness of the supplied cables. Defective / damaged parts and deficiency, if any, in supply shall be made good by OEM free of cost. OEM shall be intimated the date of receipt inspection.

14. **GUARANTEE / WARRANTEE :-**

The supplied cables are to be guaranteed for satisfactory performance for a period of 48 months from the date of receipt of material against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery.

Any defect of the supplied material if found during the guarantee period, the vendor must be replaced free of cost within a period of 15 days from the date of such reporting.

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



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DQA(N) Inspection Clearance Certificate, Manufacturer's Test Certificate & Guarantee Certificate are to be provided along with the cables. Testing & Inspection charges, if any, will be borne by the manufacturer.

16. **PAYMENT TERMS :-**

(A) FOR VALUE OF ORDER GREATER THAN RS. 5 LAKH –

100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and against submission of Performance Bank Guarantee for 5% of order value in GRSE format valid till expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

OR

95% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with ICGRN, Gate Receipted Challan and balance 5% will be paid after expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item.

(B) FOR VALUE OF ORDER LESS THAN RS. 5 LAKH –

100% payment within 30 days against clear bill supported with ICGRN, Gate Receipted Challan through ECS/NEFT mode. ICGRN will be issued only after receipt of acceptance of the item.

Note :-

Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Packing List which may require for receipt & acceptance of material GRSE Store to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non-submission of above documents (hand & soft copy) will liable to delay in process for payment.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

17. **PERFORMANCE BANK GUARANTEE (PBG) :-**

Materials supplied are to be guaranteed for free replacement / repairs, against defective material, for a period of 48 months from the date of receipt of material at GRSE.

A Bank Guarantee covering 5% value of the contract is to be furnished before claim of payment. Keeping the same valid for the above period from the date of receipt of last consignment GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.

In case PBG is not submitted, 95% payment will be released & balance 5% after completion of Guarantee Period.

18. **PROCEDURE FOR SUBMISSION OF BANK GUARANTEE: -**

Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address: General Manager (Finance), Garden Reach Shipbuilders & Engineers Ltd., 61 Park Unit, 61 Garden Reach Road, Kolkata - 700 024.

19. **RIGHT OF INVOCATION OF BANK GUARANTEE:-**

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.



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20. **EXECUTION OF ORDER :-**

Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

21. **INTEGRITY PACT :-**

Vendors must attach the scanned copy of the filled in IP (Integrity Pact) duly signed and stamped as per attached format on a Non-judicial stamp paper of Rs.110/- along with the Techno-Commercial Bid. Non-Submission of Integrity Pact shall lead to rejection of your bid outright. Hard copy of the IP should reach the undersigned before / on the scheduled date of tender opening in an envelope superscribed with "INTEGRITY PACT" with Tender Reference No.

INDEPENDENT EXTERNAL MONITORS -

1. Shri Bam Bahadur Singh
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat,
Kolkata-700160
Email: bbsinghbeml@gmail.com
2. Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments
3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

22. **SUBMISSION OF DOCUMENTS :-**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

23. **DELIVERY SCHEDULE :-**

MATERIAL TO BE SUPPLIED AT GRSE STORE WITHIN 60 DAYS FROM THE DATE OF PROJECTION FROM GRSE PMT TEAM.

NOTE :

- Delivery time line for each ship is to be complied by the firm. GRSE store will not accept the material before the schedule delivery date mentioned against each part supply/or any request for early delivery will not be accepted, if not consented by GRSE.
- Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, no. of packing etc.) 03 days prior to delivery plan.

24. **DELIVERY POINT :-**

- a) Materials to be delivered to Main / FOJ / RBD Stores, Garden Reach Shipbuilders & Engineers Limited.
- 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 and between 09:00 AM to 11:00 AM on half working days. Late supply will not generally be accepted.
- c) The items are to be delivered against proper delivery challan / consignment note (in quadruplicate) indicating Purchase Order No., Material Code Nos. and Yard Nos. are also to be marked/tagged on the items. Please instruct your transporter to deposit one copy of the receipted delivery challan with the ordering authority.

25. **WAY BILL / ROAD PERMIT :-**

As per existing Government procedure.



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26. **TRANSIT INSURANCE :-**

Transit Insurance will be arranged by the firm at your (vendors) cost.

27. **FORCE MAJEURE :-**

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

28. **REJECTION OF MATERIALS :-**

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

29. **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 you may have with GRSE.

30. **CANCELLATION OF ORDER :-**

In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

31. **ACCEPTANCE :-**

It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.

32. **SECRECY CLAUSE :-**

All information given to the supplier 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 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 purchaser 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.

33. **PATENT RIGHT :-**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

34. **LIQUIDATED DAMAGE :-**

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 5% of the value of the order for delayed part.

35. **RISK PURCHASE :-**



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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 your risk, responsibility & cost.

36. **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.

37. **JURISDICTION :-**

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata court irrespective of the location of the vendor.

38. **COMPLIANCE WITH LAWS :-**

Vendor is warranted that all goods purchased against the enquiry 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.

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

40. **You will have to submit bid in Two Part (Techno-Commercial Bid & Price Bid) in GeM mode where all data sheet will be available for download, need to fill up the required field and upload the file. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.**



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41. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier
42. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.
43. Option Clause: - 50 % quantity may be increased based on the project demand .
44. All other terms & conditions as per GRSE STACKS
45. For any query kindly contact in the below given numbers: -

Sl.		Contact Details
1.	For any kind of technical specification related queries	Mr. Debashis Nath, Manager(D)(L&W) Email: Debashis.Nath@grse.co.in Mob: 82405 39253
2.	For any kind of commercial related queries	Mr. Dipankar Dandapat, Manager (Purchase) Email: Dandapat.Dipankar@grse.co.in Mob: 70034 64105
		Mr. Saraswata Palit, Sr. Manager (Purchase) Email: Palit.Saraswata@grse.co.in Mob: 99037 79626

IMPORTANT NOTE :-

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) IN CASE OF NON-RECEIPT OF FILLED IN STACS ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITIONS AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

**(DIPANKAR DANDAPAT)
MANAGER (PURCHASE)**

Commercial Dept., 61 Park Unit

61, Garden Reach Road, Kolkata - 700 024

Email: Dandapat.Dipankar@grse.co.in || Website: www.grse.in

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TECHNICAL OFFER

ITEM: SUPPLY OF CABLE FOR SRGM, P17A PROJECT, YARD NOS. 3022

FIRM NAME & ADDRESS OF THE BIDDER *

BIDDER S REFERENCE NO. & DATE *

CONTACT NO., FAX NO, E-MAIL OF THE BIDDER *

Sl.	Material Code	Material Description	Total Quantity Required		HSN/SAC Code *	Name of Supply State/UT	GST (bidder to input only total applicable GST IN %, irrespective of IGST, CGST, SGST or combination of two types of GST)	Technical Remarks*	Accepted (Yes/No)*
1	EBXL EED-50-13, CN.5013-6832S,TN.C12_2X6	00010 692002020900	360	M					
2	EBXL EED-50-13,CN.5013-6849S,TN.C12_3X35	00020 692002031700	180	M					
3	EBXL EED-5013,CN.5013-6851S,TN.C12_3X120	00040 692002032500	360	M					



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ACCEPTANCE MATRIX OF COMMERCIAL TERMS & CONDITIONS

ITEM: SUPPLY OF CABLE FOR SRGM, P17A PROJECT, YARD NOS. 3022

CTACS Clause No.	Bidders Remarks	CTACS Clause No.	Bidders Remarks	CTACS Clause No.	Bidders Remarks
1		16		31	
2		17		32	
3		18		33	
4		19		34	
5		20		35	
6		21		36	
7		22		37	
8		23		38	
9		24		39	
10		25		40	
11		26		41	
12		27		42	
13		28		43	
14		29		44	
15		30		45	

NAME:	
DESIGNATION:	
COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.:	

NOTE:

1. Bidders should read the Commercial Terms and Conditions (CTACS) 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 includes the sub clauses under them also.



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ACCEPTANCE MATRIX OF SOTR

ITEM: SUPPLY OF CABLE FOR SRGM, P17A PROJECT, YARD NOS. 3022

SOTR No. GT30410001M

Sl. No.	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)	Sl. No.	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)
1.			4.		
2.			5.		
3.			6.		

NAME:	
DESIGNATION:	
COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.:	

NOTE :

1. Bidders should read the SOTR 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. SOTR Sl. Nos. shown in the format includes the Sub Sl. No. under them also.



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(To be executed on Non-judicial stamp paper of Rs.100/- purchased in the name of the Executing Bank)

(PERFORMANCE) PROFORMA OF BANK GUARANTEE

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



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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



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INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS (above 2 Crore)

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





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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.

Contd....2



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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.

Contd....3



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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.

Contd....4



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(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)

Witness 2:
(Name & Address)



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