

INSTRUCTIONS TO BIDDERS

TENDER REF NO.	:	CSB/PK/MPV/IMP/ST/Winches/028/ET-3119
ITEM	:	SUPPLY OF ANCHOR WINDLASS AND MOORING WINCHES
PROJECT / YARD	:	MULTI-PURPOSE VESSEL (MPV) / GRSE Yard No. 3050 to 3057

1. Scope of Supply: -

Design, drawings and supply of ANCHOR WINDLASS AND MOORING WINCHES for GRSE yard nos. 3050 to 3057 [08 ship sets] as per Technical Specification for Supply of MOORING WINCHES., Rev:1 [TSP NO: CDO/HOF/MPV/3 dated 30.09.2024 – 28 pages] detailed in the Annexure-II of the NIT.

2. Validity Period of Offer: -

- (a) The offer shall be valid for 180 days from final tender closing date for acceptance.
- (b) The prices shall remain firm and fixed till full execution of order i.e. till delivery of the full quantity of the goods in the Purchaser's yard.
- (c) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

3. Delivery Period: -

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

Sl. No.	Yard / Ship No.	Delivery Date at GRSE
1	1 st Ship - 3050	February-2026
2	2 nd Ship - 3051	May-2026
3	3 rd Ship - 3052	August-2026
4	4 th Ship - 3053	August-2026
5	5 th Ship - 3054	February-2027
6	6 th Ship - 3055	April-2027
7	7 th Ship - 3056	June-2027
8	8 th Ship - 3057	August-2027

4. Delivery Terms / Pricing: -

- a) Quoted Price shall be firm and fixed till full execution of order.
- b) Price quoted should be inclusive of all charges for proper packing, forwarding and preservation.
- c) Terms of Price / Delivery Terms sought by GRSE:

(i) For Foreign Bidders:

- aa. Deliveries of equipment and material from Scope of Work shall comply with Incoterms® 2020 "CIP – GRSE Shipyard, Kolkata, India.
- bb. Foreign Bidder must quote Freight and Insurance charges in percentage of basic FOB price in Part-I 'Commercial Offer for Foreign Sellers' Bid. Refer link <https://www.grse.in/CommercialShipBuilding/>. In case of necessity, GRSE reserves right to place order on CIF Kolkata (Liner Out) basis. Bidder has to accept order on CIF Kolkata (Liner Out) basis as per requirement of GRSE.

(ii) For Indigenous Bidders:

- aa. ~~FOR GRSE Kolkata (Main Unit, 43/46, Garden Reach Road, Kolkata-700024, India and/or RBD unit, 44 Garden Reach Road, Kolkata – 700044) [Door Delivery to GRSE Store at Kolkata. Consignee address may change at the time of delivery. No price escalation and delivery extension is allowed on account of change of Consignee. Bidder is requested to refer the Consignee clause of this "Special Commercial Terms and Conditions".~~
- bb. ~~FOR is India specific trading/delivery term. The risk of loss or damage shall be transferred from seller to buyer at GRSE Kolkata. FOR price includes Cost of manufacturing, Inspection Charge, Packing & Forwarding charge, Loading Charge, Transportation, Insurance charge up to GRSE Kolkata and unloading charges at GRSE's premise but not limited to these. Seller is responsible till delivery at GRSE, Kolkata in regard to supply of material.~~
- cc. ~~Indian Bidder must quote freight and / or Insurance charges in percentage of FOR Price in Part-I Bid. Refer Annexure-III of the tender. In case of necessity, GRSE reserves right to place order on Ex-works basis. Bidder has to accept order on Ex-works basis, if GRSE desires to place order on Ex-works basis. GRSE will consider the freight and Insurance charges quoted by the tenderers for~~

~~working out Ex-works price and accordingly GRSE may place order on Ex-Works basis. This is sole discretionary authority of GRSE, not obligation.~~

- d) In case of short supply, all materials are required to be despatched as per GRSE door delivery basis (CIP GRSE Kolkata Door Delivery basis).
- e) No price escalation is allowed at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.
- f) Port of Discharge: Kolkata (applicable for foreign bidder). However, Port of Discharge may change at the time of delivery. It is the obligation of Seller to obtain confirmation from GRSE in regard to Port of Discharge prior to shipment of goods. No price escalation shall be entertained to Supplier in case Port of Discharge is changed from Kolkata to other Indian Port.
- g) The Incoterms® 2020 rules are applicable for this tender.
- h) Shipping documents such as bill of lading, packing list and others for returnable items shall be separately prepared and submitted to enable return after the completion.
- i) For Foreign Vendor: Wherever Design, Engineering, Drawing and Documents are separate deliverable (as goods) as per Tender/Purchase Order, the Seller must physically dispatch the drawing/documents (CD form and hard copy) after final approval (by Competent Authority) through Indian Custom authorized courier or through ~~Buyer's~~ Seller's appointed freight forwarder. The mode of transport must be air. The Seller is required to make shipment of approved drawing/document prior to claiming payment for Design and Engineering. The Seller must get the custom invoice and packing list verified by GRSE prior to shipment of hardcopy (& CD form) of drawing/documents from Seller's country. The Seller also must note that advance intimation about shipment is to be made to GRSE prior arrival of hard copy of drawing/documents at Kolkata airport.

5. **Warranty / Guarantee: -**

- (a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of 12 (twelve) months from the date of commissioning or with a maximum of 24 months after delivery of ex-works whichever is earlier.
- (b) Planned delivery of the respective ships: -

Sl. No.	Yard No.	Planned Delivery Date of Ship
1	3050	October 2026
2	3051	January 2027
3	3052	April 2027
4	3053	July 2027
5	3054	November 2027
6	3055	January 2028
7	3056	March 2028
8	3057	May 2028

- (c) During guarantee / warranty period if any item/materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repared equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE within 07 days (for Indigenous vendors) and 21 days (for Foreign vendors) of notice of such defect. If any items are required to be removed from GRSE for defect repair, then Seller shall remove the same after submission of bank guarantee amounting to equivalent of the value of material to be removed and having validity of BG till the time of return of repaired/fresh material to GRSE and regiment to original equipment to GRSE. In case, materials are delivered in multiple consignments/lots, last date (actual) of delivery of consignment shall be reckoned for calculation of warranty date.
- (d) Warranty / Guarantee extension: Warranty extension charges are 0.00% percentage of contract price per ship set per month. However, this will be invoked by GRSE if required and written intimation from GRSE will be given to Berg Propulsion, if warranty extension is required.

6. **Preservation: -**

A detailed procedure for long- and short-term preservation of the equipment and periodicity of preservation alongwith special preservatives, if required, prior to installation of the equipment shall be furnished by the Sub-contractor / Supplier / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished. Detailed procedures for subsequent de-preservation / re-preservation are to be stated by Sub-contractor / Supplier / Vendor. The preserved sealed cases / cocoons will not be opened on receipt and

same will be opened when the first preservation is due or if required on board earlier. The short fall, discrepancy or damage, if any, found during the inspection after opening these cases will have to be replaced / made good by the supplier free of cost within reasonable period."

7. Submission of Offer in Two Bid System: -

Offer must be submitted in two parts as follows:

(a) Part I (Techno Commercial Bid): The bidder shall ensure submission of techno-commercial offer as per tender terms.

Note: In any case, prices are not to be mentioned in Part-I bid.

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

Note:

- If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- Bidder must quote for all line items being inseparable line items. In case price of any line item is found zero, then it will be considered that item will be delivered at Zero Cost and price of the same line item is included in the other line items.

8. Bid Currency: -

(a) Price quotation currency for Foreign Bidder / Seller / Vendor shall be any one of following currencies. Bidder to select any one of the following currencies during submission of their Price Bid and same shall be mentioned in their Techno-Commercial Bid (Part-I).

- (i) Indian Rupees (INR)
- (ii) US Dollar (USD) or EURO or GBP

(b) Price quotation currency for Indian Bidder/Vendor shall be Indian Rupees (INR) only.

9. Bid Rejection Criteria: -

(a) **Categorical rejection criteria:** Any Bids received other than through e-portal (in case of e-tender) shall be summarily rejected.

(b) **Liabe rejection criteria:** Non-compliance / non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

10. Ranking of Bids / Determination of L-1 Bidder: -

(a) Additional Parameters for Ranking of Bids & L-1 Determination:

Ranking of bids for L-1 determination shall be done considering following parameters:

- (i) L-1 will be determined on totality basis for 8 ships taken together.
- (ii) The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.
- (iii) Warranty extension charges for 1st and 2nd year starting from original date of expiry of Main Equipment, OBS etc. (Refer Warranty clause no. 7 of Annexure – I).
(Note: - The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)
- (iv) Re-preservation charges for 1st and 2nd year starting from expiring of initial preservation period of Main equipment etc. Number of re-preservation per year to be clearly indicated. Please also refer "Preservation, De-Preservation and Re-Preservation" clause indicated elsewhere in this enquiry.
(Note: - The placement of PO for Re-preservation shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)
- (v) Loading factors as applicable as per para (b) of this clause.
- (vi) Standard GRSE's Marine Freight, Insurance charges, Landing charge, port handling charge, Local transportation charge etc. and /or other charges shall be loaded on the FOB/FCA/EX Works Price (as applicable) to ascertain Landed Cost at GRSE. The custom, port handling charges, Landing charges and local transportation from Port to GRSE shall be 01% of FOB price.
- (vii) Taxes and duties, if no input Tax Credit is available to GRSE, is cost for GRSE.

(b) Loading for Deviations in Tender Terms and Conditions:

The bid is liable for rejection, if terms and conditions stipulated in NIT documents are not accepted by bidder [Refer Liabe for Bid Rejection criteria {9(b)} in Instruction to Bidder]. In case the techno commercial

bid is accepted by GRSE, the loading in Price Bid for deviations (taken by bidder) to tender terms shall be carried out as per following guidelines for the purpose of ranking of financial bid and L-1 determination:

- (i) **Payment Terms:** It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2%, or 6% whichever is higher thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% or 6% whichever is higher in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.
 - (ii) **Delivery of the Goods:** The Bidder is required to offer bid as per the Delivery/Price Terms of this NIT. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded.
 - (iii) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.
 - (iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 6.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (20 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 8%) and the quoted price will be loaded accordingly by 2%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
 - (v) Deviation in respect of the period of warranty/guarantee shall be loaded to the quoted price @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.
 - (vi) In respect of the requirement (with respect to NIT clause) for furnishing Bank Guarantee for Equipment Performance (specified number of months from date of supply or specified number of months from the date of commissioning of equipment or specified number of months from commissioning of ship whichever is earlier), the question of loading factor does not arise when the non-compliance is a bid rejection criteria. If it is not a bid rejection criterion, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
 - (vii) Refer Taxes and Duties clause for Foreign Bidder at Clause no.11. If foreign bidder does not agree with deduction of withholding tax from their service bills, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.
 - (viii) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price be shall also be loaded appropriately (as decided by GRSE based on deviation taken by Bidder) in order to bring price bids of all qualified bidders at par and for L-1 determination.
 - (ix) The above loading is only for bid ranking (L-1 determination).
 - (x) Sample Landed Cost Calculation and L-1 Bidder Determination is placed under tab <https://www.grse.in/CommercialShipBuilding/>
- (c) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.
- (d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / Technical negotiations / Commercial negotiations, etc.
- (e) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

11. Payment Terms: -

A. Payment Terms for Foreign Vendor:

- (a) **For Supply of Material (Main Equipment, installation and commissioning spares and on-board Spares (OBS)):**

- (i) 20% against submission of bank guarantee for equivalent amount and upon delivery of binding data/drawings/technical documents according to Incoterms CIP GRSE Kolkata. Bank guarantee to be kept valid until delivery of the main equipment. Payment shall be made through direct bank transfer on receipt of invoice, airway bill & stage I payment BG.
- (ii) 80% payment less Liquidated Damages (if any) will be made by irrevocable Non-Transferable Letter of Credit at sight (LC). LC as per GRSE's format, will be established in favor of firm on receipt of their proforma invoice towards equipment, spares, documentation, etc. The Seller is required to submit Proforma Invoice duly signed and stamped by Competent Authority of seller and other relevant information to GRSE at least 8 weeks before LC issuance date for the respective ship set order. GRSE requires minimum 8 weeks' time for establishment of Letter of Credit. Any delay in receipt (by GRSE) of proforma invoice, Advising Bank details, BG (if applicable) and order acceptance shall result in delay in issuing Letter of Credit for which no claim of extension in delivery schedule without recourse to Liquidated Damage shall be permitted. The LC shall be established after deducting LD amount if applicable. Letter of Credit to be issued no later than 150 days before first delivery and valid until 30 days after last delivery.

Payment through LC will be made against following despatch documents and submission of Performance Bank Guarantee (in GRSE format). Seller/Supplier is required to submit PBG prior to shipment of goods. GRSE shall issue Certificate after receipt of original PBG from Supplier.

- (a) Beneficiary's ink signed (and stamped with company seal) commercial Invoice in triplicate quoting Import Licence reference (if any) and certifying that the goods supplied are as per purchase order of the applicant. Invoice should certify that goods are freely importable and not covered under the negative list as per foreign trade policy 2015-2020. Stated full details of the item serial no., GRSE PO no and GRSE Material Code number, description, quantity, price per unit and total value of material dispatch strictly as per PO - this condition must be complied while negotiating documents. Purchase order wise separate invoice to be raised.
- (b) Signed package wise Packing List – In triplicate. Packing List must contain GRSE PO number and GRSE Material Code number. Refer packing instruction clause for detail information to be incorporated in packing list.
- (c) Transport document:
 - (i) For sea shipment:
Complete set of 3/3 i.e. 3 original and 3 copies of non-negotiable copies of signed, 'clean', 'on-board' Bill of Lading to order of -----(name of applicant's banker). The transport document should
 - (aa) be marked 'freight to collect' --- for FOB contract
 - (bb) be marked 'notify'----- (name of applicant's bank) and----- (applicant name and full address).
 - (cc) bear the LC no. Date, GRSE PO no., packing list no., and evidencing shipment of goods.
 - (ii) For air shipment:
Consignee's name and address in Main Airway bill shall be Bank. The airway bill should
 - (aa) be marked 'freight to collect' --- for FCA contract
 - (bb) bear the date and number of this documentary credit, flight no and date, GRSE PO No., packing list number.
- (d) Certificate from reputed Chamber of Commerce showing goods to be of -----(name of country) ----- origin in triplicate.
[For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.]
Beneficiary's certificate to the effect that three additional set of non-negotiable documents including one copy each of invoice, packing list, material test certificate/shop test certificate, certificate of origin, warranty certificate have been forwarded to the applicant [Sr. Manager (CSB-SCM), GRSE Ltd., 61 Garden Reach Road, Kolkata - 700024, India] by courier at earliest but not more than 07 working days after shipment.
- (e) Guarantee / Warranty certificate in triplicate. Guarantee / warranty certificate must contain GRSE PO number and GRSE Material Code number.
- (f) Manufacturer's work test certificate / FAT certificate / shop test certificate in triplicate. Certificate must contain GRSE PO number and GRSE Material Code number.
- ~~(g) Post receipt / certificate (issued by supplier) evidencing timely air mailing hard copy of all required non-negotiable copies of documents to GRSE within 02 days of shipment date and forwarding scan copy of documents to Purchaser within 02 days of shipment date.~~
- ~~(h) Shipping company's or their agent's certificate in duplicate stating that the carrying vessel named in the bill of lading is a seaworthy vessel, not more than 15 years old, has been~~

~~approved under institute classification clause (class maintained equivalent to LLOYDS 100 a1) and has been registered with an approved classification society (certificate to specify the name of the classification society).~~

- ~~(i) A certificate in duplicate issued by the shipping company or their agent stating that the vessel mentioned in the bill of lading and the ports from/to which the goods are shipped are free from embargoes and that there are no subsisting sanctions imposed on the vessel/port.~~
- ~~(j) GRSE's certificate as to receipt and acceptance of performance bank guarantee.~~
- ~~(k) GRSE's certificate as to receipt and acceptance of SDBG/CPBG.~~
- (l) Certificate of IRS/LRS/ABS/DNV etc. (on their letter head) as applicable. In case not available, FAT protocol could be sent.
- (m) Material Safety Datasheet for Hazardous/Dangerous Cargo.
- (n) Weight Certificate
- ~~(o) Preservation Certificate~~
- ~~(p) Original Marine Insurance policy (wherever Insurance is responsibility of Seller). Refer Marine Insurance clause for details about Marine Insurance policy.~~
- ~~(q) Certificate of Conformity (CoC): The Certificate of Conformity (CoC) must mention following:~~
 - ~~• Governing specification and values to which the equipment is tested~~
 - ~~• OEM Test certificate/Test report/Catalogue/Datasheet.~~

NOTE:

- (aa) All the documents must clearly indicate the GRSE Purchase Order no., GRSE Material code no., Import License no., Airway Bill / Bill of Lading no.
- (bb) L/C shall be negotiable through any correspondent Bank of GRSE Bankers in the supplier's country.
- (cc) All normal Bank Charges for LC negotiation etc. in India will be borne by GRSE and Bank charges outside India is to be borne by the supplier.
- (dd) LC confirmation charge where required, will be borne by the supplier.
- (ee) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the Seller.
- (ff) All documents should be in English.
- (gg) All documents should mention the LC number, date, IE Code of GRSE.
- (hh) Documents produced by reprographic process / computerized carbon copies are not acceptable unless marked original and signed.
- (ii) The transport document must not indicate a final place of destination as being different from the port of discharge.
- (jj) All parties to this transaction are advised that the U.S and other government and / or regulatory authorized impose specific sanctions against certain countries, entities and individuals, bank may be unable to process a transaction that involves a breach of such sanctions. Presentation of documents evidencing transshipment through sanctioned countries or any of their regions will be considered as breach of such sanctions.
- (kk) Short form, third party, and Lash bill of lading are not acceptable.
- (ll) Presentation period for LC negotiable documents: -
 - (i) For sea shipment: within 14 days from date of shipment or the validity of this credit, whichever expires earlier.
 - (ii) For airlifting: within 02 days from date of shipment or the validity of this credit, whichever expires earlier.
- (mm) LC is subject to UCPDC 600.
- (nn) LC is subject to uniform rules for bank to bank reimbursement under documentary credits-ICC publication no.725.
- (oo) Insurance is covered by applicant under open cover policy for EXWFOB/FCA/C&F/CIP contract.
- ~~(pp) LC confirmation charge (if any) is to be borne by seller~~
- ~~(qq) This L/C will allow payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation of the documents through bank and against work completion certificate duly certified by an officer of GRSE.~~
- ~~(rr) This L/C will allow payment as reduced by any deductibles and/or the amount on account of storage and demurrage charges paid or payable by GRSE for default of Supplier/Seller like late presentation of documents, incorrect documents etc.~~
- ~~(ss) Transshipment is not allowed.~~
- ~~(iii) Balance 10% payment will be made by TT against firm invoice supported with clean receipt inspection report to be issued by GRSE's RIC after receipt and acceptance of all material (ICGRN) and receipt of PBG. In case, Supplier does not agree to submit PBG, 10% amount shall be retained till expiry warranty period plus one month.~~

Special Note:

Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser from India (indigenous supply) and work done by service technicians of India as per Reserve Bank of India rules.

For Material supply from within India and for work done by service technicians of India (belong to Indian contractor), orders shall be placed only in INR on Indian firms. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser and for work done by Service technicians. Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. Please refer relevant clause under "Procedure for bidding by Principal Bidder/Lead Partner and Consortium Partner and placement of order" in this regard. Refer <https://www.grse.in/CommercialShipBuilding/>

(b) For rendering Services.

- (aa) 100% payment will be made through Telegraphic Transfer (TT) / Swift Transfer within 30 days from date of receipt of original ink signed and stamped (with company seal) invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship along with a copy of Visa authenticating entry in India. Original Invoice for services are to be submitted (complete in all respect) to Procurement Officer for vetting and onward submission to GRSE's finance department.
- (bb) In case the Service Engineer is deputed from India through authorized firm/representatives, the order will be placed on Indian authorized firm in INR. The rate quoted in foreign currency will be negotiated and finalized during PNC with L1 vendor only.
- (cc) Refer "Taxes and Duties" clause regarding submission of other required documents like PAN, TRC etc. for payment of service bills.

(c) Undertaking for Foreign Currency Payment:

If the contract is awarded to foreign supplier in foreign currency (not INR), the Seller shall provide Undertaking (in their letterhead) that they are not claiming payment in foreign currency for the goods/items supplied by them locally i.e. from India. This undertaking shall be LC negotiable documents. If the Seller submits invoice in foreign currency for any items, which are to be supplied by seller from India, all consequential damages to Buyer in this regard shall be borne by Seller. The draft format of Undertaking shall be provided at the time of placement of order.

B. Shipping Document Instruction:

Advance copies of shipping documents like Invoice, AWB/Bill of Lading, Packing List etc. must be directly sent to email ID (kisku.padmawati@grse.co.in) for the purpose of:

- (a) Check against any discrepancy and feedback to Supplier for correction, if any, required.
- (b) Ground work for custom clearance formalities.

- C. Seller shall be fully responsible for, indemnify and hold Buyer harmless from any and all payments to its vendors or subcontractors utilized in the performance of Services.

12. Taxes & Duties: -

(a) For Foreign Vendor:

- (i) All taxes, duties, levies etc. as applicable outside India will be borne by the Seller / Vendor.
- (ii) All taxes, duties, levies etc. applicable in India will be borne by GRSE. However, withholding tax (applicable as per Indian Income Tax law) for provision of Technical Services (like Technical assistance, training, license fees etc.) by Foreign supplier shall be deducted from Service bill and payment shall be made after deducting the withholding tax amount. The withholding tax amount so deducted shall be deposited by GRSE to Indian Income Tax Authority. Bidder must include this withholding tax in their Price Bid. If foreign bidder does not agree with deduction of withholding tax, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.
- (iii) The bidder is required to submit HSN code in their Part-I bid.
- (iv) For clearance of any payment related to the Technical services (like Technical Assistance, Training, License Fees, etc.) rendered by the foreign seller/supplier, the foreign seller/supplier must submit Permanent Account Number (PAN) of foreign seller/supplier under Indian Income Tax Law, Tax Residency Certificate of foreign seller/supplier in their country, and/or following documents: -
 - (aa) Name, E-mail ID, Contact Number of Firm.
 - (bb) Address in the country or specified territory outside India of which the deductee is a resident.
 - (cc) A certificate of his being resident in any country or specified territory outside India from the Government of that Country or specified territory if the law of that country or specified territory provides for issuance of such certificates.
 - (dd) Tax identification Number of the deductee in the country or specified territory of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of that country or the specified territory of which he claims to be a resident.

- (v) The Foreign bidder (seller) shall bear and pay Import Duty [Basic custom duty (BCD), IGST, Safeguard duty, additional Custom duty, NCDD, Cess etc.] applicable at Indian Port for replacement against short supply, damaged, defective items of imported equipment. If such duty is paid by GRSE, same shall be recovered by adjusting any payment due to seller.
- (vi) Custom Duty on the value of Container (excluding content of Container) shall not be paid by Purchaser. The shipper/shipping line is required to file required bond in Indian custom department.

13. Performance Bank Guarantee [PBG]: -

- a) Performance Bank Guarantee (in GRSE format enclosed) for 5% of material value of supply items is to be submitted 30 days before dispatch of materials and the same shall remain valid till expiry of Guarantee/Warranty Period with a claim period of 01 month.
- b) In case GRSE desires to place purchase order for Warranty extension (as per provision of Tender), PBG is required to be extended by Seller till the extended warranty period plus 01 month claim period. In case PBG extension is not possible, fresh PBG (having same value as for original PBG) with validity period till extended till warranty period plus 01 month claim period is required to be submitted by Seller.
- c) No interest shall be paid by Purchaser for PBG or Performance Security.
- d) 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, India.
- e) Bank guarantee to be issued by any reputed scheduled bank as promulgated by RBI (other than cooperative bank) or banks of international repute.
- f) Format provided in GRSE website under the head <https://www.grse.in/CommercialShipBuilding/>

14. Inspection & Tests & Certification: -

- (i) Preliminary inspection at Seller's works by Inspector shall not prejudice Purchaser's claim for rejection of the equipment on final inspection at Purchaser's premise or claims under warranty provisions.
- (ii) Joint Receipt Inspection (JRI) will be carried out within 30 days of arrival of equipment at Buyer's premise by Buyer's representative, Buyer's Customer's representative (if applicable) and Seller/Supplier's representatives. The Seller/Supplier is required to depute their reps at GRSE within 07 days from date of intimation by email for JRI. If supplier is not able to depute reps within 07 days, GRSE will carry out receipt inspection in absence of reps of OEM. The JRI shall be forwarded to Seller within 30 days of date of JRI. Any discrepancies / shortfall found during receipt inspection are to be made good by supplier immediately free of cost. In case equipment manufacturer/ vendor's representatives desire to attend JRI, the bio data of the equipment manufacturer/ vendor's representative will be communicated fifteen (15) days prior to the dispatch of goods to the shipyard for obtaining the necessary security clearance.
- (a) Manufacturer's Test Certificates, Supplier's Guarantee Certificates, Class inspection certificate like DNV, LRS, ABS etc. (if applicable) are to be provided along with delivery of material, failing which items are liable to be rejected.
- (b) A set of the above certificates are also to be forwarded by email and courier to the ordering authority separately for record within 02 days of shipment.
- (c) Material Safety Datasheet (applicable for Dangerous Cargo).
- (d) Third Party Inspection or Class Inspection: All costs related to inspections and re-inspections shall be borne by the Seller. In case of inspection by GRSE and / or GRSE's customer, the cost of to & fro passage and Boarding & Lodging shall be borne by the Purchaser / Customer, unless otherwise specifically agreed. In case of foreign vendors, the cost of third-party inspection, where called for, shall be deemed to be included in the quoted price. Seller shall be responsible to provide assistance such as labour, materials, electricity, fuels, stores, apparatus, instruments at his cost, as may be required and as may be reasonably demanded to carry out such tests effectively.
- (e) Pre-Dispatch Inspection / Factory Inspection & Test (FAT): The Seller must intimate date of Factory Inspection & Test at Seller's premise at least 04 weeks in advance to enable Buyer's personnel and Buyer's Customer to be available for inspection.
- (f) Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Seller / Supplier / Vendor of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Seller / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.

15. Consignee: -

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.

Note: Consignee (including address of delivery) may change at the time of delivery of goods. It is the obligation of Seller to obtain confirmation from GRSE in regard to consignee address prior to shipment of goods. No price escalation/increase shall be entertained due to change in consignee address.

16. Integrity Pact (IP): -

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. The 'Integrity pact' duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The Integrity Pact shall be in Non-Judicial Stamp Paper and notarized by Public Notary (authorized by Government of Exporting Country for foreign bidders).

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 India bbsinghbeml@gmail.com	Shri Pidatala Sridhar, IRS (Retd.) Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468 Street Number -6, Himayatnagar, Hyderabad - 500029 India sridharpidatala@gmail.com
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(Note: - In case of any change in IEMs, it will be informed to bidders accordingly.)

Format of Integrity Pact available under tab <https://www.grse.in/CommercialShipBuilding/>

17. Liquidated Damages: -

In the event of delay in supply beyond the contractual delivery period of supply, Liquidated Damages will be imposed @ 1% per week or part thereof on the undelivered material, subject to a maximum of 5% of the supply of Material order value of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment. Delivery date will be considered as per date of issue of Bill of Lading / AWB / date of receipt of cargo by GRSE freight forwarder as per terms of Delivery.

18. 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.

19. FORCE MAJEURE CLAUSE:

Force Majeure Clause (IN-801 of STACs) will be applicable. 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. Power failure will not be treated as a force majeure condition.

IN-801 Force Majeure (as vetted by Min. of Law): -

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

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

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

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

20. Arbitration: -

- (a) In the event of any dispute or difference whatsoever arising in connection with the interpretation or implementation or termination or breach of this Agreement, the Parties shall attempt in the first instance to resolve such dispute amicably.
- (b) If such dispute or difference is not resolved amicably within 45 (forty-five) days after commencement of discussions or such longer period as the Parties agree to in writing, then either of the parties may refer the dispute for resolution by arbitration in accordance with the following provisions.
 - (i) Reference shall be made by an arbitral tribunal composed of three arbitrators, appointed as per the rules.
 - (ii) The arbitration award shall be final, conclusive and binding on the Parties and the Parties agree to be bound thereby and to act accordingly.
 - (iii) The language of the arbitration proceedings shall be in English.
 - (iv) The Arbitration would be conducted as per the Arbitration Rules of International Chamber of Commerce and the substantive laws of India will govern the contract.
 - (v) The cost of the arbitration excluding the fees of the respective Counsel of the parties shall be shared equally by the parties.
 - (vi) The Venue of Arbitration shall be Singapore and award shall be published thereat.

21. Jurisdiction: -

The appropriate Court at Singapore City shall have exclusive jurisdiction over any disputes arising out of the Contract/ Tender.

22. Option Clause: -

- (a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 100% of originally contracted quantity of any line item (including spares/tools etc.) within original period of contract (to successful bidder/bidders) at same rates and terms of contract subject to there being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices.
- (b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.
- (c) The Buyer shall also reserve the right, but without any obligation to do so, to decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice.

23. Purchase Preference Policies of the Government: -

Unless otherwise stipulated in NIT, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- (a) Class I Local Suppliers under "Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.
Note: All nominated Supplier (Class I, Class-II and Non-Local) are eligible to bid for this tender.
- (b) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the "Micro and Small Enterprises (MSEs) Order, 2012" as amended from time to time.
- (c) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20/212014-PPD dated 25.07.2016 and subsequent clarifications; and/or
- (d) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the NIT.

24. Land Border: -

- (a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be

considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.

- (b) All Bidders must submit Certificate in their letterhead as per following format. If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. Non-Submission of the certificate is one of the rejection criteria of the tender. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

(i) Certificate for Tenders

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(ii) Certificate for Tenders for Works involving possibility of sub-contracting

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

- (c) Please refer tab <https://www.grse.in/CommercialShipBuilding/> for details of the clause.

25. Breach of Obligation: -

In case of breach of any obligation mentioned under, the bidder shall be disqualified / debarred from the bidding process for a period of one year from the date of notification;

- (i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.
- (ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by GRSE during the period of bid validity.

26. Right to Rejection: -

Notwithstanding anything contained in this tender Document, GRSE reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without assigning any reasons, and without thereby incurring any liability or any obligation for such acceptance, rejection or annulment to inform the affected bidder or bidders of the grounds for GRSE's action. GRSE reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. GRSE reserves the right to reject any offer if the Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.

27. Disclaimers and Rights of Procuring Entity: -

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to

- a) reject any or all of the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Goods; or
- d) issue another tender for identical or similar Goods

28. Additional Instructions: -

- ✓ Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.
- ✓ GRSE's standard terms and conditions are available in the company website under the tab <https://www.grse.in/CommercialShipBuilding/>. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.
- ✓ This tender enquiry is being 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 its 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.

29. OFAC: -

Any consignment should not be dispatched or routed from / through the countries on whom OFAC [The Office of Foreign Assets Control] restriction exists.

30. E-Portal and E-Tender Guidance: -

- (a) Registration in GRSE e-portal is mandatory to participate in all GRSE e-tenders.
- (b) Procedure for registration to Final bid submission is available on the right corner of e-portal home page (<https://eprocuregrse.co.in>) vide link "Bidders Manual Kit". Bidder may download manual kit for detail procedure. The brief for registration in GRSE e-portal link - mentioned below,
 - (i) Go to the URL / Link: <https://eprocuregrse.co.in>
 - (ii) On that page go the "online bidder enrolment" link (just below "login" bottom right side of the page).
 - (iii) Do the registration process complete, (filling the details of registration form)
 - (iv) Generate your password from Forgot or Generate password in Home page
 - (v) Signing the DSC (Digital Signature Certificate) with the login and password.

31. Contact Details for Queries: -

In case of any clarifications regarding tender condition/TSP/specification, SOTR and STC bidders or DSC and online bid submission are requested to contact the following person, before the closing date of the tender.

Query	Name	Contact Number	Email
Technical Specifications	Monoj Kr Saha Dy. General Manager (Design)(Engg)	(+91) 33-2469 8101 +91 76040 84616	Saha.MonojKumar@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 (e-Procurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

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

33. We look forward to receiving your most competitive and reasonable offer against this tender.

Padmawati Kisku
Sr. Manager (CSB-SCM)
Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024, INDIA