



गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड

(भारत सरकार का उपक्रम रक्षा मंत्रालय)

Garden Reach Shipbuilders & Engineers Limited

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

GRSE Bhavan 'D' Block, 61 Garden Reach Road, Kolkata – 700 024, India

CIN NO. L35111WB1934GOI007891

Website: www.grse.in

NOTICE INVITING TENDER (NIT)

e-Tender no. : CSB/SDN/MPV/OT/CS Slip on Flanges/047/ET-3160 dated 28 February 2025

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the "Procurement of Carbon Steel Slip on Flanges" for 7500 DWT Multi-Purpose Vessel Project (GRSE yard nos. 3050 to 3053):-

GRSE Project	Multi-Purpose Vessel
GRSE Yard Numbers	3050 to 3053 [04 ship sets]
Tendered Item Description	Procurement of Carbon Steel Slip on Flange
GRSE Indent Numbers	1000058100 - 58103 dated 22.02.2025
Tender Number	CSB/SDN/MPV/OT/CS Slip on Flange/047/ET-3160 dated 28 February 2025
Portal	https://eprocuregrse.co.in
Nature of Tender	Open
Reverse Auction	Not Applicable
Date of Pre-Bid Meeting (if required)	Not Applicable
Bid Submission Start Date & Time	06-03-2025 (15:00 hrs IST)
Last Date & Time of Receipt of Tender	10-03-2025 (12:00 Hrs IST)
Date & Time of Opening of Tender	11-03-2025 (14:00 Hrs IST)
EMD	₹ 20,000.00
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

Tender can be down loaded from web sites www.grse.in and <https://eprocuregrse.co.in>.

General Terms & Conditions of the tender enquiry are available in the company website under the tab <https://www.grse.in/CommercialShipBuilding/>.

Tender / Bid formats are to be downloaded from our e-portal <https://eprocuregrse.co.in> and Offers in filled-in formats are to be uploaded using Digital Signature Certificate (DSC). Tender opening can be witnessed in team viewer of the web-portal.

Padmawati Kisku
Sr. Manager (CSB-SCM)

Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024 (INDIA)

Enclosure List:

1. Statement of Technical Requirement for 'Carbon Steel Slip on Flange'; Specification no: CDO/CV/ENGG/Slip on Flange/02 – 10 pages].
2. SOTR Matrix
3. Technical Bid
4. Commercial Bid Matrix for Foreign/Indigenous Sellers
5. NIT Matrix
6. Price Bid (BOQ)

INSTRUCTIONS TO BIDDERS

ITEM	: Procurement of Carbon Steel Slip on Flange
PROJECT / YARD	: MULTI-PURPOSE VESSEL (MPV) / GRSE Yard Nos. 3050 to 3053

1. SCOPE OF SUPPLY :-

Procurement of 'Carbon Steel Slip on Flange' for GRSE yard nos. 3050 to 3053 [04 ship sets] as per Statement of Technical Requirement for 'Carbon Steel Slip on Flange'; Specification no: CDO/CV/ENGG/Slip on Flange/02 – 10 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.	Ship No. / Yard	Delivery Date at GRSE
1	1 st Ship – 3050	April 2025
2	2 nd Ship – 3051	April 2025
3	3 rd Ship – 3052	June 2025
4	4 th Ship – 3053	June 2025

4. DELIVERY TERMS / PRICING :-

Price is to be quoted firm and fixed, till complete execution of order inclusive of packing & forwarding charges. No price escalation is allowed at any stage. Quoted price is to include all items as per required specification (enclosed). Price is to be quoted on FOR GRSE, Kolkata:-

5. WARRANTY / GUARANTEE :-

- (a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of commissioning / planned delivery of the respective ship by GRSE to the owner/customer.
- (b) Planned delivery of the respective ships :-

Sl. No.	Ship No. / Yard	Planned Delivery Date of Ship
1	1 st Ship - 3050	October 2026
2	2 nd Ship - 3051	January 2027
3	3 rd Ship - 3052	April 2027
4	4 th Ship - 3053	July 2027

- (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/repaired 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: Bidder to quote warranty / guarantee extension charges of Main Equipment with related Accessories and Spares for a period of 02 years. If GRSE desires to extend the warranty / guarantee period after placement of order, the charges for warranty / guarantee period extension quoted by the bidder shall be considered on pro-rata basis for the actual extension period. Irrespective of acceptance of the GRSE's warranty / guarantee clause by the bidders, the quoted warranty / guarantee extension charges applicable for a period of 02 years will be loaded for deciding the lowest bidder. In case a bidder does not quote warranty/ guarantee extension charges in their Part-II Price Bid, the said charges will be considered as 0% (Nil) while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 2 years beyond contractual agreed period. The placement of purchase order for warranty extension shall be at the discretion of GRSE (not obligation) and a separate order shall be placed if required by GRSE.

6. 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. Bids are liable to be rejected if prices are found in the techno-commercial 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.

7. BID CURRENCY :-

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

8. 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) This is a non-divisible tender and tender will be awarded to a single bidder on Totality basis.
- (ii) The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.
- (iii) Warranty Extension charges for 1st year starting from original date of expiry of Main Equipment, OBS etc. (Refer Warranty clause no. 6 of NIT). Warranty extension charge is a provisional charge and is not a part of L-1 determination. However, bidders to quote for the warranty extension charges and if no price is quoted by the firm, the same should be considered as free of cost and the PO shall be placed accordingly.
(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) Loading factors as applicable as per para (b) of this clause.
- (v) 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.
- (vi) 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 Liabilities 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 in Clause No.13(a). 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 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.

9. BID REJECTION CRITERIA:

(a) Categorical rejection criteria:

- (i) Bid received other than through e-portal in case of E-tender.
- (ii) Bidder not agreeing to accept Integrity Pact (IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
- (iii) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.
- (iv) EMD not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority.
- (v) Tender/Contract of firm declared Bankrupt will not be considered as valid Tender/Contract.
- (vi) Non-Submission of the Certificate by Bidders (Refer clause 26 below and Annexure-XII).

(b) Liable for rejection criteria:

- (i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
- (ii) Techno commercial Bid (Part-I) containing price of any item.
- (iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- (iv) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.
- (v) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
- (vi) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.
- (vii) Unreasonably longer delivery period quoted by the bidder.
- (viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (ix) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender.
- (x) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
- (xi) Bidder not agreeing for Warranty period as specified in the tender.
- (xii) Any deviation sought, which is not accepted to GRSE.
- (xiii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.

- (xiv) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must confirm their present status in that respect with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
- (xv) Quote received with Price Variation Clause.
- (xvi) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- (xvii) Delivery by High seas sales / Sales in transit.
- (xviii) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.
- (xix) Bidder does not agree to provide warranty extension.
- (xx) Bidder does not quote for all line items where it is mandatory to quote as such.
- (xxi) Bidder not complying the GRSE's indigenisation policy or Preference to Make in India policy.
- (xxii) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.
- (xxiii) Any deviation is sought which are not acceptable to GRSE.
- (xxiv) In case the competent authority of GRSE does not approve for acceptance of revised bid as requested by vendor in MOM of TNC/CNC due to any reason(s), the vendor(s) is to be intimated along with notice for price bid opening, that their request for submission of revised bid had not been accepted and their offer may be deemed as disqualified on this ground.

10. PAYMENT TERMS :-

A. Payment Terms :

(a) For Supply of Material (Main Equipment, OBS Spares)

- (i) 90% payment through ECS / NEFT against receipt and acceptance of materials / items supported with following complete set of documents
 - (aa) Receipt Gate Stamped Challan & Original Lorry Receipt/Clear & Clean ICGRN (Inspection cum Goods Received Note) of GRSE RIC department.
 - (bb) Submission of original ink signed & stamped with company seal Invoice and Packing List with item wise breakup as per purchase order in triplicates.
- (ii) Balance 10% payment shall be released after expiry of Guarantee / Warranty period OR 10% balance payment may be released on submission of PBG subject to clean ICGRN Report. In case, Supplier does not agree to submit PBG, 10% amount shall be retained till expiry of warranty period plus one month.

Note: All Bank Charges will be borne by Supplier and payment will be made through ECS/NEFT.

(b) For rendering Services.

100% payment (plus taxes) will be made through ECS within 30 days from date of receipt of invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship.

(c) Payment Terms for Submission of Binding Data, Drawing, QAP:

100% payment shall be made through NEFT within 30 days after delivery of main equipment.

B. Shipping Document Instruction:

Before dispatch, firm is to ensure submission of detailed price break up and receipt of amended P.O. from GRSE with incorporation of GRSE material code and firm Part No. While despatching, each item should be identified with GRSE Code Number properly. Packing list will also indicate GRSE Code No. against each item and respective Box No. Item of different LOTS (i.e., Main Equipment, OBS, Documentation) is mandatorily required to be packed in separate box. Material should be packed properly to prevent any damage, rusting, ingress of water, dust etc. Each consignment is to be supplied along with the following 05 copies of documents (not for Payment): -

- (i) GST invoices (out of 05 No. 01 No. Original)
- (ii) Delivery challan
- (iii) Packing list
- (iv) MTC
- (v) Copy of Warranty certificate

C. Submission of Bills by supplier: -

Suppliers/vendors to submit bills, Total 03 sets (01 set Original) for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelope:

- (i) Purchase Order No.
- (ii) Vendor Code (As per PO)
- (iii) Bill No/ Invoice No.
- (iv) Name of the person/ employee to whom bill is addressed for processing
- (v) A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate / incomplete / faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

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

11. TAXES & DUTIES :-

Goods and Service Tax (GST):

- (i) The item being purchased under this contract shall be used for construction of ships in GRSE under chapter heading 8906 of GST HSN codes. As per sl no. 252 of Notification no. 01/2017 CT/IT (Rate) and recent advance rulings, items falling under "Any chapter", which are parts of goods of heading 8901, 8902, 8904, 8905, 8906, 8907 are to be taxed at 5% rate. Hence Sellers must supply the goods under chapter heading 8906 and charge not more than 5% GST rate in their invoice. GRSE shall be liable to reimburse GST only upto 5% of basic value of goods. In case seller raise invoice at GST rate more than 5%, GRSE shall not be liable to pay additional GST over and above 5% of basic value of goods.

- (ii) In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism. The amount of GST to be paid by GRSE shall be deducted from vendor's bill.
- (iii) Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service provides (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.
- (iv) If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.
- (v) If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- (vi) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).
- (vii) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.
- (viii) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.
- (ix) The Supplier/Seller must submit original tax invoice or debit note to GRSE (buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE (Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which

such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.

- (x) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- (xi) TDS @2 % or as applicable shall be deducted on the payment made or credited to the supplier where the total value of supply (supply of Goods or services) under a contract exceed Rs.2,50,000/- excluding GST. However, no deduction shall be made if the location of the supplier and the place of supply is in a state or Union Territory, which is different from the state, or as the case may be Union Territory of the registration of recipient.

12. SECURITY DEPOSIT (SD) [INTEREST FREE] :-

- a) Security Deposit (interest free) for 5% of total order value (in GRSE format enclosed) is to be submitted within thirty (30) days from the date of placement of Purchase Order in the form of Crossed Demand Draft (in favour of Garden Reach Shipbuilders & Engineers Limited., Kolkata, payable at Kolkata) or Bank Guarantee in approved GRSE format. Security Deposit / SDBG will remain valid till successful execution of purchase order with a claim period of one month.
- b) SD will be demanded from Supplier/Contractors who are given free issue material for fabrication job, as also sub-contractors who work without free issue materials.
- c) SD will be deposited a fresh by the successful bidder as per terms & conditions mentioned in P.O. and thereafter the EMD amount/EMD BG refunded.
- d) Failure to deposit SD amount/ submission of BG within stipulated time will invite penal interest from the date from which the amount was required to be deposited or BG to be submitted. The rate of interest would be at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and base rate of SBI/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2% (for Indian Vendors) or 6% whichever is higher. The date of reckoning such interest rate shall be date on which Supplier is required to submit BG as per above term 11(a). GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.
- e) In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

Note: Refer "General Rule of all Bank Guarantee" clause.

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 Period with a claim period of One Month.
- (b) GRSE reserves right to encash PBG in case Purchase order (PO) for Warranty extension or Re Preservation (as per provision of Tender/PO) is not accepted by supplier.

- (c) In case GRSE desire to place PO for Warranty extension (as per provision of Tender), PBG is required to be extended by supplier till the extended warranty period plus one month claim period. In case PBG extension is not possible, fresh PBG (having same value as for original PBG) with validity period till extended warranty period plus one month claim period is required to be submitted by supplier.
- (d) No interest shall be paid by Purchaser for PBG or Performance Security.

Note: Refer "General Rule of All Bank Guarantee" clause

14. GENERAL RULE OF ALL BANK GUARANTEES:-

- (a) The Bank Guarantee shall be from scheduled Banks (promulgated by RBI) other than Co-operative Banks in approved GRSE format, which means the schedule Bank (promulgated by RBI) shall be guarantor / surety to GRSE.
- (b) It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.
- (c) BG is to be submitted in currency of order.
- (d) In the event of postponement of completion period or extension of guarantee desired & sought by GRSE, the Bank guarantee has to be extended till the extended period desired by GRSE.
- (e) The charges for extension of BG shall be payable by the Principal Contractor/Contractor/Seller in case delay in completion of supply/service/works/project is not attributable to GRSE. The BG shall be interest free.
- (f) All Bank Guarantee shall be en-cashable in Kolkata.
- (g) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- 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. 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 Finance Dept.
- (h) Bank Guarantee should be executed strictly as per GRSE's Format.
- (i) All Bank Guarantee is to be sent directly by Seller's Banker in a sealed envelope to the following address. BG may also be forwarded in SWIFT mode through GRSE's banker. All foreign banks' guarantees' will be in 'SWIFT' mode advised by a bank located in India acceptable to GRSE.

Additional General Manager (Finance - F&A) / General Manager (Finance),
43/46 Garden Reach Road, Kolkata-700024, INDIA
Contact No. (+91) 8336006940

15. INSPECTION & TESTS & CERTIFICATION :-

- (i) Inspection and shop test of the items to be carried out to comply the standard mentioned and the technical specification mentioned in section B. GRSE representatives may be present during testing/ inspection of the items at manufacturers premises.
- (ii) Receipt inspection will be done by GRSE (RIC).

16. 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.

17. 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.

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. ARBITRATION :-

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

- ix) The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator. GRSE LTD. Procurement Manual Fifth Edition Page 268
- x) The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.
- xi) The language of the proceeding shall be in English.

20. 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.

21. OPTION CLAUSE :-

- (a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 30% 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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

27. 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 04 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.

28. OFAC :-

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

29. 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.

30. CONTACT DETAILS FOR QUERIES :-

In case of any clarifications regarding tender conditions / TSP / specifications, SOTR, STC, DSC or online bid submission process, bidders are requested to contact the following officers before the closing date of the tender.

Query	Name	Contact Number	Email
Technical Specifications	Monoj Kumar Saha	(+91) 33-2469 8101	Saha.MonojKumar@grse.co.in
	Dy. General Manager (Design)	+91 94326 70342	
	Debapriya Bitter	(+91) 33-2469 8101	Bitter.Debapriya@grse.co.in
	Asst. Manager (Design)(Engg)	+91 93334 19031	
Commercial Terms & Conditions	Partha Sarathi Bose	(+91) 33-2469 8101, extn. 6049	Bose.ParthaSarathi@grse.co.in
	Dy. General Manager (CSB)	+91 94334 84780	
	Padmawati Kisku	(+91) 33-2469 8101	Kisku.Padmawati@grse.co.in
	Sr. Manager (CSB)	+91 98204 46760	
GRSE eProcurement Cell	Saraswata Palit	(+91) 33-2489 3902	Palit.Saraswata@grse.co.in
	Dy. General Manager (eProcurement)	+91 99037 79626	

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