Garden Reach Shipbuilders & Engineers Limited
A Government Of India Undertaking Under the Ministry Of Defence
43/46, Garden Reach Road, Kolkata – 700 024. Phone : 2469 8100 –14 (PBX), 2469 8128
Fax : 24698150/2020 <> E-mail: Sharma.prabeenkumar@grse.co.in<> Homepage:

NOTICE INVITING TENDER

Tender No. NCM/AKB/ST/ASWC/300MM DIA MILD STEEL RING/ET-3197

1. Offers are invited in two bid system through E -Portal for supply of **300 MM DIA MILD STEEL RING** for ASW-SWC Project Yard 3029-3036 (ASW-SWC Project).
2. Current requirement is as mentioned in the tender, as per enclosed specification & scope.
3. Nature of Tender : Single
4. Technical Specification : Not Applicable
5. Scope of supply : As mentioned in NIT
6. Other Commercial Terms : As per Annexure–I & VI enclosed
7. Delivery/ Shipment : Earliest / staggered as per Annex-A.
8. Tender can be down loaded from web sites E portal.
9. Tender / Bid formats are to be downloaded from E- portal and Offers in filled-in formats are to be uploaded to E-Portal.
10. GRSE reserve the right to cancel the **tender or ~~any group of items~~** at any stage, if any such situation arise in future.
11. Whether GRSE will open the tender as per schedule or extend the offer submission due date is completely under purview of GRSE.
12. GRSE reserve the right to negotiate the price with L-1 bidder, as per existing procedure of GRSE.

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

Enclosure List:

Annexure – I : Instructions to Bidders/ Special terms and Condition of NIT.
1. Annexure – II : Scope of Supply, Technical Specifications & Drawings .
2. Annexure – III : GRSE Indigenisation Policy
3. ~~Annexure – IV : Undertaking/ Declaration, To Be Furnished~~
4. ~~Annexure – V : Bank Guarantee Formats & Shipping Instructions.~~
5. Annexure – VI : Standard Terms & Conditions (INDIGENOUS vendors)
6. ~~Annexure – VIII: Format for INTEGRITY PACT~~
7. ~~Annexure – IX : Standard Terms & Conditions (B&D Spares)~~

ACCEPTANCE FORMAT (MATRIX) OF SOTR

To be Uploaded duly filled and signed along with Techno-commercial bid

विवरण / **Description: Description: 300 MM DIA MILD STEEL RING for ASW-SWC Project Yard 3029-3036**

क्रय मांग सं./ **Indent No.: 1000058961, 1000058962,1000058963, 1000058964, 1000058965, 1000058966, 1000058967, 1000058968**

TENDER NO:

COMPANY NAME & ADDRESS *		
NAME & DESIGNATION *		
CONTACT DETAILS (e-MAIL-ID, FAX NO., PHONE NO., MOBILE NO.) *		
OFFER REFERENCE NO./DATE*		
Technical requirement	**Bidder's Remarks**	**Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)**
Guarantee certificate /Material Test certificate shall be furnished along with material supply.		
Receipt Inspection Authority: GRSE RIC along and OEM (M/s. Howrah Marine & Engineering Co.)		

Material Code	Description
402501 080005	300 MM DIA MILD STEEL RING- TOP UNIT
402501 080005	300 MM DIA MILD STEEL RING- TOP UNIT
402501 080005	300 MM DIA MILD STEEL RING- TOP UNIT
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402501 080005	300 MM DIA MILD STEEL RING- TOP UNIT
402501 080005	300 MM DIA MILD STEEL RING- TOP UNIT

NOTE:

1. Bidders should read the SOR included in the Tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. Please indicate : ACC- For accepted, NO – For not accepted and DEV – For deviation taken. (and corresponding reference of your Technical Literature submitted separately)
4. Separate sheet to be attached for any deviation taken by you.

SOR Sl Numbers shown in the format includes the Sub Sl No under them also.

गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड (भारत सरकार का उपक्रम) (रक्षा मंत्रालय) 43/46 गार्डेन रीच रोड, कोलकाता - 700 024	Garden Reach Shipbuilders & Engineers Limited (A Govt. of India Undertaking) (Ministry of Defence) 43/46 Garden Reach Road, Kolkata – 700 024

ANNEXURE - B (COMMERCIAL OFFER)

To be Uploaded duly filled and signed along with Techno-commercial bid

NAME & ADDRESS OF THE BIDDER *	
OFFER REFERENCE NO./DATE*	
Currency	**INR**
QUOTATION VALID TILL*	Offer is valid for 180 days from the date of tender opening. However, offer for B&D spares (where applicable) is valid for 20 months from tender opening date.

MAJOR TERM(S)		**VENDOR TO CONFIRM**	
Sl. No.	**ATTRIBUTE**	**OPTIONS (accepted/ Not accepted)**	
1	SCOPE OF WORK ACCEPTED AS PER NIT		
2	SUBMISSION OF EMD AS PER NIT	Not applicable	
3	SUBMISSION OF BANK GURANTEE AS PER SDBG	Not applicable	
4	PAYMENT TERMS ACCEPTED AS PER NIT		
5	LIQUIDATED DAMAGES CLAUSES ACCEPTED AS PER NIT		
6	GUARANTEE/WARRANTY TERMS ACCEPTED AS PER NIT		
7	5% PERFORMANCE BANK GUARANTEE OR 10% RETENTION IN LIEU OF PBG	Not applicable	
8	DELIVERY TERM(S)*		
9	TERM OF PRICE		
10	ORDER TO BE PLACED ON		
11	PAYMENT TO BE MADE TO (IF ANOTHER AGENCY) PLEASE INDICATE LATEST BANK DETAILS		
12	COMMERCIAL TERMS		
13	DELIVERY SCHEDULE		
14	**TECHNICAL COMMENTS**		
15	**GSTIN Data for tender item is Submitted in the attached format**		
16	Firm confirm whether they have registered with SSI / NSIC / MSE / GRSE / NONE. If yes, request indicate category alongwith supporting certificate	SSI	
		NSIC	
		MSE	
		GRSE	
		NONE of the above	
17	if Micro and Small enterprises and owned by SC/ST entrepreneurs,Select yes. Request Enclose supporting certificate, otherwise select No.		
18	if Micro and Small enterprises and owned by Women entrepreneurs, Select yes. Request Enclose supporting certificate, otherwise select No.		
19	Firm to confirm their GeM sellar ID		
20	Indigenous content (in %) to be indiacted by the bidder		

NOTE:
PLEASE PUT VALUE FOR "SELECT AN OPTION"

**** Indicates Mandatory Fields.***
1) ALL OTHER TERM(S) AND CONDITION(S) OF THE R F Q ARE ACCEPTABLE. DEVIATIONS, WHEREVER APPLICABLE HAVE BEEN INDICATED IN THE OFFER AS ABOVE.
2) ATTACH SUPPORTING DOCUMENTS (PRICE NOT TO BE MENTIONED HERE ELSE OFFER WILL BE REJECTED).

ANNEXURE: I

INSTRUCTIONS TO BIDDERS / SPECIAL TERMS AND CONDITION OF NIT

विवरण / Description: 300 MM DIA MILD STEEL RING for ASW-SWC Project Yard 3029-3036

क्रय मांग सं./ Indent No.: 1000058961, 1000058962,1000058963, 1000058964, 1000058965, 1000058966, 1000058967, 1000058968 dtd: 10.04.2025

<table>
<tr><th>Sl. No.</th><th>Terms and Conditions of GRSE tender</th><th>(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option)
1. Accepted
2. Not accepted
3. Deviated</th></tr>
<tr><td>1.</td><td>Scope of supply & Service: 300 MM DIA MILD STEEL RING for ASW-SWC Project Yard 3029-3036 as detailed below. The present requirement is for GRSE yard no. 3029-3036 (ASW-SWC Project) as mentioned in the technical bid (annexure-a).
<table>
<tr><th>Sl. No.</th><th>Description</th></tr>
<tr><td>1.</td><td></td></tr>
<tr><td>1</td><td>
<table>
<tr><th>Material Code</th><th>Description</th></tr>
<tr><td>402501080005</td><td>300 MM DIA MILD STEEL RING- TOP UNIT</td></tr>
<tr><td>402501080005</td><td>300 MM DIA MILD STEEL RING- TOP UNIT</td></tr>
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<tr><td>402501080005</td><td>300 MM DIA MILD STEEL RING- TOP UNIT</td></tr>
</table>
</td></tr>
<tr><td>2.</td><td>a) The Ring is to be made using bending of 80 mm dia MS rod IS:2062 E250 GR.B maintaining 300 mm dia as per GRSE drawing 3029-36/ GC1020A1BC-FLY11/SHT-1/1
b) Load test certificate , weight certificate , MTC to be supplied along with material .
c) Inspection - By TPIA
d) Guarantee certificate /Material Test certificate shall be furnished along with material supply.
e) Receipt Inspection Authority: GRSE RIC</td></tr>
<tr><td>3.</td><td>Receipt Inspection Authority: GRSE RIC</td></tr>
</table>
- Firm is to quote all line items as L-1 determination is on Totality basis.
- In case firm participate in and if Price of any line item is found zero, then it will be considered that item will be delivered at Zero Price and price of the same line item is included in the other line item.</td><td></td></tr>
<tr><td>2.</td><td>Contact: Bidders may contact following with tender no and Indent no.
(a) For Technical clarifications, if any, with Mr Harshit Nagar, Dy. Mgr, CDO at email: nagar.harshit@grse.co.in and Dharmendra Kumar, Mgr, CDO at email: Kumar.Dharmendra@grse.co.in.</td><td></td></tr>
</table>

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<tr><th>Sl. No.</th><th>Terms and Conditions of GRSE tender</th><th>(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option)
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2. Not accepted
3. Deviated</th></tr>
<tr><td></td><td>(b) For commercial quarries if any, with Mr A.K. Bharati, Manager (NCM) at bharati.anilkr@grse.co.in; Mr B. Karamakar, DGM (NCM-HULL) at Karmakar.Bhaskar@grse.co.in.</td><td></td></tr>
<tr><td>3.</td><td>Tender fee and Earnest Money Deposit (EMD): Tender fee: Nil and EMD: Nil</td><td></td></tr>
<tr><td>4.</td><td>Terms of price:
Price quoted as <u>FOR, GRSE, Kolkata basis (Yard 3033-3036)/ FOR, Kaattupalli, Chennai basis (for GRSE Yard 3029-3032) including</u> packing, forwarding and loading and Freight & Insurance charges. No price escalation will be allowed at any stage. Quoted price includes all required specifications as per technical state. Firm to ensure that firm has submitted offer for OBS, Tools and documentation as per SOTR/ as finalized in TNC. All Quoted Price should is in INR only.</td><td></td></tr>
<tr><td>5.</td><td>Delivery Schedule: Delivery period of the item shall be as mentioned below.
<table>
<tr><th>Yard No.</th><th>Required delivery at destination</th><th>Destination/ delivery location</th></tr>
<tr><td>3029</td><td>Apr-25</td><td>Kattupalli, Chennai</td></tr>
<tr><td>3030</td><td>May-25</td><td>Kattupalli, Chennai</td></tr>
<tr><td>3031</td><td>May-25</td><td>Kattupalli, Chennai</td></tr>
<tr><td>3032</td><td>Jun-25</td><td>Kattupalli, Chennai</td></tr>
<tr><td>3033</td><td>May-25</td><td>GRSE, Kolkata</td></tr>
<tr><td>3034</td><td>Jun-25</td><td>GRSE, Kolkata</td></tr>
<tr><td>3035</td><td>May-25</td><td>GRSE, Kolkata</td></tr>
<tr><td>3036</td><td>May-25</td><td>GRSE, Kolkata</td></tr>
</table>
Delivery date in terms and no. of days mentioned in the BOQ is for reference only and delivery period shall be as mentioned above.
Note:
a) Delivery time line for each ships is to be complied by the firm. GRSE will not accept the material before the schedule delivery date mentioned against each part supply/or any request for early delivery will not be accepted, if not consented by GRSE.
b) Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, No. of packing etc.) 03 days prior to delivery plan, based on the consignment volume GRSE will intimate the store number for delivery of the items.
c) Service Engineer and training as per SOTR and/ or as finalized based on MOM of TNC</td><td></td></tr>
<tr><td>6.</td><td>Terms of Delivery:
A. For Supply:
(i) Delivery date mentioned in tender shall be considered for all purposes.
(ii) Material is to be delivered is to be delivered on free Door Delivery basis at GRSE Store Kolkata.
(iii) For delivery on <u>FOR, GRSE, Kolkata basis (Yard 3033-3036)/ FOR, Kaattupalli, Chennai basis (for GRSE Yard 3029-3032)</u> : Packing, Forwarding, Freight and Insurance charge is to be borne by the supplier. Firm may be required to deliver the material at any store of GRSE, Kolkata and prior confirmation for delivery store location to be obtained from</td><td></td></tr>
</table>

<table>
<tr><th>Sl. No.</th><th>Terms and Conditions of GRSE tender</th><th>(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option)
1. Accepted
2. Not accepted
3. Deviated</th></tr>
<tr><td></td><td>ordering department.
(iv) GRSE will prefer to receive the entire deliverables as per below mentioned schedule (01 lot per ship except OBS) within the stipulated delivery period. GRSE will discourage the part delivery and part payment, unless required urgently at GRSE and instructions given to bidder for urgent part delivery.
Detailed Break up Prices:
Supplier on receipt of Purchase Order and by a date not later than 3 months from the date of receipt of order shall list out and confirm all deliverables including Main Equipment (Pre-launch & Post-launch), Accessories, On-board Spares, B&D Spares, Tools, Technical Documentation and other items as finalised in Technical negotiation/Price negotiation. Each item shall have the supplier’s part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and Computer Systems. GRSE shall issue Purchase Orders / Amendment to the Purchase Orders incorporating the details from the firm with GRSE code numbers, individual prices etc. in advance of contractual delivery.
NOTE:
(i) Delivery time line for each ships is to be complied by the firm. GRSE will not accept the material before the schedule delivery date mentioned against each part supply/or any request for early delivery will not be accepted, if not consented by GRSE.
(ii) Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, No. of packing etc.) 03 days prior to delivery plan, based on the consignment volume GRSE will intimate the store number for delivery of the items.
(iii) In case of non-submission of Detailed Price break up and Incorporation of same in GRSE P.O., consignment may not be accepted at the Store.
(b) For Service: Service Engineer and training shall be as per SOTR (if applicable)
Work should be undertaken within 3 days from intimation based on requirement projected by GRSE berth/Yard.</td><td></td></tr>
<tr><td>7.</td><td>Guarantee/ Warranty Clause:(a) The equipment along with associated auxiliaries/components & OBS shall be warranted by the equipment supplier for the stipulated performance for a period of 24 (twenty four) months from date of supply & acceptance of material at GRSE/partner shipyard (L&T Chennai) or twenty four (24) months after planned delivery date (D) of the ship by GRSE to Indian Navy, whichever is later,
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<table>
<tr><td>Yard No.</td><td>Planned delivery date to IN</td></tr>
<tr><td>3029</td><td>October’22</td></tr>
<tr><td>3030</td><td>October’23</td></tr>
<tr><td>3031</td><td>October’23</td></tr>
<tr><td>3032</td><td>October’24</td></tr>
<tr><td>3033</td><td>October’24</td></tr>
<tr><td>3034</td><td>October’25</td></tr>
<tr><td>3035</td><td>October’25</td></tr>
<tr><td>3036</td><td>October’26</td></tr>
</table></td><td></td></tr>
</table>

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3. Deviated</th></tr>
<tr><td></td><td>(b) The equipment supplied shall be warranted against damage or failure or malfunction or under performance due to defects in design, material and/or poor workmanship or inappropriate material and non-conformance to specifications during the said period. Should such damage or failure or malfunction or under performance occur within that period, the supplier shall replace or repair such defective parts so as to achieve the stipulated performance. All expenses on account of such repair/replacement of parts against warranty defects shall be borne by the supplier.
(c) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities. If the defects are not remedied within a reasonable/stipulated time, GRSE may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to GRSE's rights under the contract.
(d) During the warranty period, the equipment / items shall be warranted against any malfunction, defects, and material failure, non -compliance to ordered specifications, sub-optimal performance, design deficiency, poor workmanship and quality. Any expenditure on account of equipment malfunction, repair or supply of spares against warranty defects shall be borne by the equipment supplier. In any defective part is required to be taken back to OEM's factory / works (i.e. importing and re-exporting from country of origin) for the purpose of service, the entire liability expenditure towards the same shall be borne by the supplier. Whenever delivery is made in stagger manner, actual date of delivery of last consignment will be considered as actual delivery date of equipment and warranty date will be calculated accordingly.</td><td></td></tr>
<tr><td>8.</td><td>Inspection Authority:
Inspection:
f) The Ring is to be made using bending of 80 mm dia MS rod IS:2062 E250 GR.B maintaining 300 mm dia as per GRSE drawing 3029-36/ GC1020A1BC-FLY11/SHT-1/1
g) Load test certificate , weight certificate , MTC to be supplied along with material .
h) Inspection - By TPIA
i) Guarantee certificate /Material Test certificate shall be furnished along with material supply.
j) Receipt Inspection Authority: GRSE RIC
k) During receipt inspection, in case required, firm rep may be required to verify completeness of the scope of supply and intactness of the supplied equipment and firm may require to depute their rep. during receipt inspection with 02 days advance intimation by GRSE, without any additional cost to GRSE.</td><td></td></tr>
<tr><td>9.</td><td>Inspection Charges: For Third party inspection agency appointed by GRSE, TPIA Inspection charges will be arranged and Paid to TPIA (as Nominated by Shipyard) by GRSE directly, as mentioned below, for the accepted material only, however other, incidental charges including Type testing (if any required) etc, related to inspection is to be borne by respective firm.
(i) In case of “Third Party Inspection”, multiple visit by the third-party inspection agency shall be avoided. The inspection lot size, based on the equipment cost, is defined as follows:
<table><tr><th>SN</th><th>Cost of Equipment / order</th><th>No. of visits</th></tr><tr><td>1</td><td>less than Rs 1 Lakh</td><td>3 visits/ required as per QAP.</td></tr><tr><td>2</td><td>1 Lakh to 10 Lakh</td><td>5 Visits/ required as per QAP.</td></tr><tr><td>3</td><td>10 Lakh to 50 Lakh</td><td>10 Visits/ required as per QAP.</td></tr><tr><td>4</td><td>50 Lakh to 1 Crore</td><td>15 Visits/ required as per QAP.</td></tr></table></td><td></td></tr>
</table>

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3. Deviated</th></tr>
<tr><td></td><td><table><tr><td>5</td><td>1 Crore to 5 Crore</td><td>18 Visits/ required as per QAP</td></tr></table>
(ii) In case of any additional inspection (as mentioned above) is required due to lapse of vendor, then the cost of each additional visit, firm has to arrange and pay to the inspection agency or the cost of each additional visit will be deducted from the bills of the concerned vendor/s at actual.
In all cases, it is the firm's liability to coordinate with the inspection agency and ensure completion of Inspection well in advance so as to arrange delivery at GRSE within scheduled delivery date of the P.O. However, firm can approach P.O. placing authority of GRSE in case of no response received from Inspection authority.</td><td></td></tr>
<tr><td>10.</td><td>Bids Evaluation Methodology & Criterion:
L1 bidder shall be determined based on FOR GRSE, Kolkata (Yard 3033-3036)/ L&T, kattupalli, Chennai basis(Yard 3030-3032)/, on Total item price along with documentation, OBS (if applicable as per SOTR), Tools (if applicable as per SOTR), services (if applicable as per SOTR), warrantee Charges (i.e., Inbuilt warrantee), freight and Insurance charges & other components of the tender (as applicable) on totality basis taking all item together.</td><td></td></tr>
<tr><td>11.</td><td>Polices for MSME: NOT Applicable
~~Benefits being accorded to the Micro & Small Enterprises (MSEs) vendors regarding implementation of policies for Micro & Small Enterprises, 2012 are as follows:~~
~~a) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises. Documents, Entrepreneurs Memorandum (EM Part II) / NSIC certificate / UAM (Udyog Aadhar Memorandum) / UDHYAM, for manufacture/supply of concerned equipment/item, must be submitted along with the offer for such purpose to claim the benefit.~~
~~b) Following facilities/benefits will be given to MSEs :-~~
~~(i) Issue of Tender sets free of cost.~~
~~(ii) Exemption for payment of Earnest Money Deposit.~~
~~Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point registration, for manufacture/supply of concerned equipment/item, will not be exempted from submitting the security deposit (i.e., vendors registered with NSIC under a single point vendor registration scheme is also required to submit SDBG as per NIT.)~~
~~c) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.~~
~~(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 20% of the order value equally.~~
~~d) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non SC/ST MSEs.~~</td><td></td></tr>
</table>

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	~~(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.~~ ~~e) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.~~ ~~f) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, whether benefit related to SC/ST owned MSE is to be accorded or not shall be notified subsequently pending which no related benefit will be accorded at present.~~ ~~g) GRSE, being a public sector enterprise, endeavours to support the Micro and Small Enterprises for facilitating their promotion and development and enhancing their competitiveness.~~ ~~Bidders may therefore procure all such parts / components, as contained in the list available on GRSE website, required in manufacturing of the ordered equipments / products, from MSEs and a certificate to that effect (with details of the vendors, value of procurement and quantity) may be furnished with the bills."~~ ~~Note:~~ ~~1. The Public procurement policy for Micro & Small Enterprises (MSEs) order, 2012' and subsequent amendments/ guidelines / press publications/ circulars to the order, as issued by ministry of MSME, shall be applicable as on date of opening of the price bids.~~ ~~2. The bidders are advised to check the website of ministry of MSME for details of the amendments / circular issued by the Ministry of MSME.~~ ~~3. For Tendered item, within the same class of ships and GRSE reserve the right to award full / complete supply of total tendered value to MSE firm, if quoted price of MSE firm falls within price band indicated in MSE policy and if agree to match L-1 price (subject to approval of competent authority of GRSE). To avail the same, firm has to submit the valid MSE certificate along with techno commercial bid.~~	
12.	**Dispatch:** Before dispatch, firm is to ensure submission of detailed price break up and receipt of amended P.O. from GRSE with incorporation of GRSE material code and firm Part No. While despatching, each item should be identified with GRSE Code Number properly. Packing list will also indicate GRSE Code No. against each item and respective Box No. . Item of different LOTS (i.e., Main Equipment, OBS, Documentation) is mandatorily required to be packed in separate box. Material should be packed properly to prevent any damage, rusting, ingress of water, dust etc. Each consignment is to be supplied along with the following 05 copies of documents (not for Payment):- i. GST invoices (out of 05 No. 01 No. Original) ii. Delivery challan iii. Packing list iv. Copy of Pre-Despatch Inspection clearance certificate issued by relevant inspection agency v. Copy of Warranty certificate	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
13.	**Submission of Drawing / QAP:** Submission of Drawings / QAP (Quality Assurance Plan) shall be done by supplier as per SOTRs/TNC and within the time stipulated in SOTR/ tender delivery schedule.	
14.	**Payment Terms:** **(A) For Supply**: (a) 100% of order value along with applicable GST will be paid through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal (Online Bill Processing System portal) with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal. Note: Soft copy of all the relevant documents like, Test Reports/Certificates, Guarantee Certificate, Packing list which may require for Receipt and Acceptance of material at GRSE Store to be forwarded to concern dealing officer of NCM dept. prior to dispatch of material. Non-submission of above documents (hard and soft copy) will liable for delay in process of payment. **Part Supply & Part Payment:** GRSE will prefer to receive the entire deliverables as per delivery schedule mentioned in the tender/P.O.. GRSE will discourage the part delivery and part payment, unless required urgently at GRSE and instructions given to bidder for urgent part delivery. **(B) For Service:** 100% through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal with work done/completion certificate in GRSE format duly certified by GRSE/SS (whichever is applicable) for the respective services and subject to compliance of labour laws and statutory dues where ever applicable. **(C) For Training:** 100% through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal with training completion certificate in GRSE format duly certified by GRSE/SS (whichever is applicable) for the respective services and subject to compliance of labour laws and statutory dues where ever applicable. **Note:** (i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice. (ii) All Vendors having turnover below Rs. 5 Crore are also to submit E- Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice). (iii) Invoice in hard copy is not desirable. (iv) Gate in entry date will be treated as gate stamped date. Work Done/Completion certifying authority must be atleast at the level of Dy. Manager	
15.	**Submission of Bills by supplier :-** Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to Online Bill Processing System. **Note:**	

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	(i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-Invoice. (ii) All Vendors having turnover below Rs. 5 Crore are also to submit E- Invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-Invoice). (iii) Invoice in hard copy is not desirable. (iv) Gate in entry date will be treated as gate stamped date. (v) Work Done/Completion certifying authority must be atleast at the level of Dy. Manager 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.	
16.	**Payment Mode:** All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).	
17.	**Liquidated Damage (L.D):** In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof, subject to a maximum of 10% of the undelivered portion of the order of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment.	
18.	**Risk Purchase:** For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.	
19.	**Option Clause:** GRSE retains the right to place order for additional quantities up to a maximum of 50% of the originally contracted quantity against this tender, at the same rate and Terms and Conditions. Such an option shall be available during the original period of contracts.	
20.	**Additional Information:** GRSE shall not be bound by any conditions or provisions in the sellers bid form or acknowledgement of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.	
21.	**Indigenization:** OEM/Suppliers while participating in bid shall clearly indicate the indigenous content in % terms in the Commercial bid of the tender (in Xl Sheet). Bidders shall provide details on list of items being imported, proposed indigenization content, model and plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items from first ship set to the last.	
22.	**Taxes & Duties:** Firm to confirm that GST rate and HSN/SAC Code for the quoted items indicated in techno-commercial bid as well as price bid.	

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23.	**Exchange Rate Variation (ERV) Clause:** All quoted price should be in INR only and Exchange rate is not applicable in this case.	
24.	**Custom Duty: Not Applicable** ~~(a) Only Basic custom duty (BCD) as applicable on Import content, will be reimbursed to the Indian bidder by GRSE against documentary proof of payment (submissions of original receipts).~~ ~~(b) Basic custom duty (BCD) as applicable on all imported goods, shall not be considered for arriving of landed price.~~ ~~(c) Indian Supplier will forward to GRSE, separate lists of items required to be imported by themselves and their sub-supplier giving the respective drawing references three months prior to actual import for scrutiny.~~ ~~(d) At the time of claiming reimbursement based on above, the following documents have to be forwarded:~~ ~~- Copy of the Import Purchase Order~~ ~~- Copy of the Import Invoice~~ ~~- Certification by Supplier that items being imported are for fitment onward ships.~~ ~~- Air Way Bill / Bill of Lading marked as Freight Paid~~ ~~- Insurance Policy / Insurance Document.~~ ~~- Evidence / Receipt towards payment of above taxes / duties~~ ~~(e) Reimbursement of BCD/OTHER COMPONENT OF CD shall be based on prevailing GOI/RBI guidelines as issued from time to time.~~ ~~(f) The following procedure will be adopted for reimbursement of BCD on input material covered by para 25 (a) to (e)~~ ~~(i) Reimbursement of BCD on input materials will originally be done at actuals at the time of release of payment after inspection and despatch and along with payment of taxes and duties based on following principals:~~ ~~- BCD shall be a reimbursable expense to be done at actuals against proof of valid documents~~ ~~- Reimbursement of BCD shall be in Indian Rupees only, irrespective of the currency in which the contract has been denominated~~ ~~- Reimbursement of BCD shall be restricted to the net amount for which CDEC would have been admissible after reducing the value for which CDEC has already been issued.~~ ~~- BCD will not be reimbursed, if it has become payable to extended delivery period where such extensions is on account of delay attributable to the vendor.~~ ~~- BCD will not for part of initial advance or be paid in advance of actual incurrence of expense.~~ ~~- Claim of reimbursement of BCD shall be accompanied with the following documents~~ ~~(1) A statement duly signed by the vendor and his statutory auditor showing the components and amount under various element of the custom duty, the admissibility and amount of CENVAT Credit applicable and how the benefit is being passed to the purchaser. All benefits must be passed on at the stage of or prior to claiming the reimbursement.~~ ~~(2) The vendor shall along with the invoice submit an undertaking specifying that all CENVAT Credit admissible has been passed on to the Purchaser. If at a later stage, the purchaser discovers that full amount of CENVAT credit has not been passed on to the purchaser or false/ misleading statement has been issued, purchaser shall recover the same with interest as applicable from the instant contract or any other payment due to the vendor. The purchaser also deserves the right to initiate other actions as per extent procedure and rules in vogue.~~	

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	~~NOTE: Firm to restrict themselves for single claim / ship for payment of Custom Duty.~~	
25.	**Goods and Services Tax (GST):** (a) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE). (b) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence. (c) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties. (d) The Supplier/Seller must submit original tax invoice or debit note to GRSE(buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE(Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier. (e) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under. (f) As per Sec 51 (1) of the CGST Act deduction of tax at source @ 2% (CGST 1% + SGST 1% or IGST @2%) on the payment made or credited to the supplier where total value of supply (supply of goods or service) under a contract exceed Rs. 2,50,000.00 excluding GST.	
26.	**Security Deposit Bank Guarantee (SDBG): Not Applicable** ~~(a) Separate SDs for 5% of order value excluding taxes, duties for Supply & Service component to be submitted.~~ ~~(b) SD for 5% of the Supply component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO payable in Indian Rupees shall be submitted. SD will be returned to successful~~	

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	~~bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance for all line items in all respects. Hence, SD should be kept valid till such time.~~ ~~(c) SD for 5% of the Service component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of completion of delivery of equipment payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after planned delivery date of respective ships. Hence, SD should be kept valid till such time.~~ ~~(d) SDBG shall be submitted in GRSE Format.~~ ~~(e) SD can be remitted directly to GRSE Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.~~ ~~(f) Security Deposit can also be in the form of Bank Guarantee in favor of GRSE and shall be submitted within 25 days from the date of transmission of this order.~~ ~~(g) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co- operative banks.~~ ~~(h) In case of failure to submit the Security Deposit for the supply portion within 25 days of transmission of the order, GRSE reserves the right to cancel the order invoking the risk purchase clause.~~ ~~(i) In case delivery / completion are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from GRSE.~~ ~~(j) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the same shall be applicable for delayed period of extension of validity.~~ ~~(k) SD will be returned without interest on completion of delivery and acceptance of items at GRSE for the respective orders and on written request from the supplier.~~ ~~(l) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by GRSE.~~ ~~(m) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.~~ ~~(n) GRSE's Bank Details:~~ ~~BANK NAME : STATE BANK OFINDIA~~ ~~BRANCH NAME : COMMERCIAL BRANCH~~ ~~ADDRESS : 24, PARK STREET, KOLKATA-700016~~ ~~ACCOUNT TYPE : CASH CREDIT ACCOUNT~~ ~~ACCOUNT NO : 10945133828~~ ~~MICR CODE : 700002120~~ ~~IFSC CODE : SBIN0007502~~ ~~(o) The vendors registered with NSIC under single point registration, for manufacture/supply of concerned equipment/item, will not be exempted from submitting the security deposit (i.e., vendors registered with NSIC under a single point vendor~~	

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	~~registration scheme is also required to submit SDBG as per NIT.)~~ ~~Note:~~ ~~(a) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker.~~ ~~**Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted**.~~ ~~In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal.~~ ~~**Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.**~~ ~~Address: Kind attn.: (name and designation of the P.O. issuing authority), 61 PARK UNIT, Garden Reach and ship builders & Engineers ltd, 61, Garden Reach Road, Kolkata – 700 024.~~ ~~(b) Direct Submission of BGs by the firm instead of bank may not be accepted.~~	
27.	**Performance Bank Guarantee (PBG): Not Applicable** ~~(a) Separate PBGs for 'Main Equipment & Tools' and 'OBS' (In GRSE format) for 5% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10%.~~ ~~(b) PBGs shall be kept valid till completion of respective warrantee period plus one month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.~~ ~~(c) GRSE shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.~~ ~~(d) The Performance Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.~~ ~~(e) PBG shall be submitted after completion of Delivery of Equipment.~~ ~~Note:~~ ~~(a) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker.~~ ~~**Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted**.~~ ~~In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal.~~ ~~**Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.**~~ ~~Address: Kind attn.: (name and designation of the P.O. issuing authority), 61 PARK UNIT, Garden Reach and ship builders & Engineers ltd, 61, Garden Reach Road, Kolkata – 700 024.~~ ~~(b) Direct Submission of BGs by the firm instead of bank may not be accepted.~~	
28.	**Progress Report**	

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	Supplier will submit progress report/ bar chart initially within 1 months from the date of receipt of order and thereafter on monthly basis.	
29.	**Obsolescence / After Sales Support:** Spares support for a period of 25 years from the date of commissioning of the ship is to be provided by the supplier to GRSE. In case of discontinuation of the model, adequate advance notice is to be given to GRSE by Supplier. Repair/maintenance/service is to be provided by the firm at all major ports of India for a period of 25 years at extra cost from the date of delivery of the ship.	
30.	**Product improvement:** The supplier agreed to incorporate any improvement in the equipment either during the period of manufacturing or until commissioning of the ship on which equipments are fitted and such improvement shall be incorporated in this supply, free of cost.	
31.	**Packing & Forwarding :** Shall be arranged by Supplier at their cost. However, Supplier to ensure that all materials are properly packed (Spares in PIP in a separate box) to withstand transit damage / pilferage during transit. All OB Spares and B&D Spares are to be supplied in PIP Packing. OB Spares, B&D Spares and tools are to be supplied in separate boxes with clear identification and part numbers in metallic or plastic tag with identical description in the respective packing list(s). Each box shall have a separate packing list attached with the detailed description mentioned and marking done on it. Supplier's representative is required during receipt inspection of loose items, accessories, spares and tools for easy identification and detection of shortfall. Packing List of Supplier shall compulsorily indicate the GRSE item codes and respective Supplier Item codes for each of the supplied items.	
32.	**Preservation / De-preservation:** Preservation/de-preservation/re-preservation, if applicable shall be conducted as per SOTRs and as agreed vide MOM of TNC.	
33.	**Transportation, Way Bill & Delivery of Material:-** Materials are to be dispatched by road. Way bill: As per notification of GST council, online waybill has to be generated through GST waybill portal from 01.04.2018. Now supplier/ authorized transporter can generate online waybill. Invoice must incorporate value of goods, amount of taxes separately as well as GST registration no. Consignment note must incorporate relevant Invoice no./date. Transport charges will be borne by the firm. Material to be delivered in store with 4 copies invoice with MTC & GC, and Inspection release note (if applicable). Delivery Location: Before dispatching supplier to contact before 2-3 days to obtain delivery location/store.	
34.	**Order Placement:** (a) GRSE will issue Yard Wise separate order with staggered delivery through SAP. (b) Order of B&D (if any), shall be finalised after finalisation of main order and after ranging and scaling from Indian Navy.	
35.	**Arbitration:**	

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	i. If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. ii. In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court. iii. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force. iv. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties. v. In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper. vi. Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act. vii. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024. viii. The language of the proceeding shall be in English."	
36.	**Foreclosure:** If at any time after acceptance of the order and during execution of Contract, GRSE may decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full, but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full amount for supply executed till the date of issue of foreclosure notice. Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with any outstanding material due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contract.	

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37.	**Rejection Replacement:** Any equipment found defective/rejected, Supplier will collect the same from GRSE Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection. GRSE reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.	
38.	**Individuality of Contract:** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.	
39.	**Governing Jurisdiction:** All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.	
40.	**Order Acknowledgement:** The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by you.	
41.	Firm confirm whether they have registered with SSI / NSIC / MSE / GRSE / NONE. If yes, request indicate category alongwith supporting certificate Please tick (√) is whichever is applicable 1. SSI 2. NSIC 3. Micro or Small 4. GRSE 5. NONE	
42.	In case Micro or small enterprises, owned by SC/ST entrepreneurs. Request Enclose supporting certificate and tick (√) in yes, otherwise tick (√) in no (not owned by SC/ST entrepreneurs). Please tick (√) is whichever is applicable 1. Yes 2. No Supporting document to be attached	
43.	In case Micro or small enterprises, owned by Women entrepreneurs. Request Enclose supporting certificate and tick (√) in yes otherwise tick (√) in no (not owned by Women entrepreneurs). Please tick (√) is whichever is applicable 1. Yes 2. No Supporting document to be attached	

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44.	**Loading for Deviations in Tender Terms and Conditions.** As a matter of policy deviation to tender's Terms & Conditions shall not be allowed. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.	
45.	**Bid modification:** Firm will not request for modification of bids, after tender closing date & time.	
46.	**Revised Bid:** During technical and/or commercial negotiation, in case the participating vendor indicate the need of submission of revised price bid but the same is not acceptable by the competent authority in due course, GRSE reserves the right to consider such bid to be disqualified on the ground under intimation to the relevant vendor before price bid opening.	
47.	**Integrity Pact:** not applicable	
48.	**Independent External Monitors (IEM):** not applicable	
49.	**Validity of Offer:** Offer is valid for 180 days from the date of tender opening. However, offer for B&D spares (where applicable) is valid for 20 months from tender opening date.	
50.	**Gem Seller ID:** It shall be mandatory for Sellers providing Goods & Services to central government organizations to be registered on GeM and obtain an unique Seller ID at the time of placement of order / acceptance of contract. This ID shall be incorporated in every supply order / contract / agreement / purchase order by all central government organizations.	
51.	**Two Parts Bid Clause:** **The Offers must be submitted in two parts:** (a) **Part I (Techno Commercial Bid):** The bidder shall ensure following to include in the Part-I bid: (i) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business. (ii) List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity. (iii) Audited / Certified Balance sheet, Profit / Loss account for past three (03) years. (iv) Value of supplies during last three (3) years. (Order copies & work completion certificates to be attached). (v) Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience etc. (vi) Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory. (vii) Weight control Data sheet if applicable. (viii) Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause. (ix) Break up of prices for various components of supply/services shall be indicated in terms of percentage (%) in Part-I bid of the cost of items, if applicable. (x) Undertaking for product support if applicable. (xi) Bank details for payment by RTGS/NEFT in the format enclosed. (xii) Bidders / Suppliers should enclose the additional documents as applicable to this tender.	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	(xiii) Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any. (xiv) Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization. (xv) Firm to submit the signed and stamped copy of the SOTR along with the bid and to be filled up properly. (xvi) Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid. (xvii) Firm to submit the declaration enclosed at Annexure IV along with the bid. (xviii) It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc. **Part-II (Price Bid):** Prices for each of the listed items have to be uploaded strictly in the prescribed format provided in the E-portal. Bids received other than this given format will be rejected	
52.	**Bid Rejection Criteria**: (a) Bids will be categorically rejected under following criteria: (i) Bid received other than through GeM Portal. (ii) Bidder not agreeing to accept Integrity Pact(IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted. (iii) Bidder is not complying with Drawing and SOTR requirement. (iv) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships. (v) EMD & Tender fee not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority. (vi) If the firm is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender. (vii) Firm's having poor performance w.r.t to timely delivery of ordered items in last 2 years (as per opinion of GRSE) or If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE). (viii) Bid submitted other than INR. (b) Bids are Liable for Rejection under following criteria: (i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks. (ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC. (iii) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP. (iv) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required. (v) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	(vi) Unreasonably longer delivery period quoted by the bidder. (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry. (viii) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender. (ix) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG. (x) Bidder not agreeing for Warranty period as specified in the tender. (xi) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable. (xii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, they must confirm their present status in that respect with adequate supporting documents. Non submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection. (xiii) Quote received with Price Variation Clause. (xiv) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry. (xv) Delivery by High seas sales / Sales in transit. (xvi) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date. (xvii) Bidder does not agree to provide warranty extension. (xviii) Bidder does not quote for all line items where it is mandatory to quote as such. (xix) Bidder not complying the GRSE's indigenization policy. (xx) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the E- Portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted. (xxi) Any deviation is sought which are not acceptable to GRSE (xxii) Bidder has submitted more than one offer. (xxiii) Bidder has submitted offer than their offer (xxiv) Bidder nor responding to GRSE quarries, not attending TNC/CNC/PNC meeting within the stipulated date. (xxv) Bidder requested for modification of bid post tender closing and the same is not acceptable to GRSE. (xxvi) If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE). (xxvii) Indicating price in technical bid.	
53.	**Instruction for New / Unregistered Vendors:-** New / Unregistered vendors to positively submit the following qualification criteria in Part –I bid, failing which their offer will not be consider further for tender evaluation.	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	(a) Submission of the constitution and status of the firm. (b) Registration with GOI/PWD/PSU/and reputed organization, if any. (c) Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed). (d) Submission of GST registration certificate, PAN /TIN together with copies of trade license. (e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker. (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm. (g) Hierarchy of the firm (at least 3 person name to be mentioned in Commercial bid). (h) Scanned copies of the above documents are to be attached along with the techno-commercial bid. The original are to reach to the tendering authority / undersigned within the due date and time and failing which offer is liable to be rejected.	
54.	**Instruction for All Vendors:** (a) Your offer should be submitted within the scheduled date and time as mentioned in this tender. (b) Techno-Commercial Bid will be opened on the scheduled date and time through e-portal. (c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those firms willonly be opened, whose offer will be found suitable after technical & commercial evaluation. (d) As a general rule price negotiation with L1 vendor(s) will not be entered into as for as possible, unless warranted by unreasonable price quoted in the opinion of GRSE. (e) To avoid any complication regarding late receipt or non-receipt of offer, it is to be clearly noted that responsibilityis lying with the tendered to ensure that the offer is submitted within the due date and time. (f) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, ifso necessary at any stage. (g) Supplier to submit the tender fees and EMD prior to tender closing due date (if not exempted). (h) Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelop: i. Purchase Order No. ii. Vendor Code (As per PO) iii. Bill No/ Invoice No. iv. Name of the person/ employee to whom bill is addressed for processing 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 incase of each subsequent return of the bill(s) for the same.	
55.	**Miscellaneous Instruction to bidder:** (i) Tender document to be downloaded from E- Portal (ii) Offer in filled e-format is to be uploaded in E-Portal. Tender opening can be witnessed in E- portal .	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	(iii) If there are any clarifications, this may be obtained online through the tender site. (iv) Bidder should take into account the corrigendum published before submitting the bid online. (v) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected. (vi) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder. (vii) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids. (viii) Bidder is requested to resolve all the tender related queries during pre bid meeting or prior to tender closing date. GRSE reserves the right to accept, clarify or reject the quarries raised by the bidder.	
56.	**Acceptance:** The Acceptance matrix/formats are to be downloaded from the tender E- portal and after due completion the same is to be uploaded along with the e-quotation by the bidder/vendor. This is to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the e-tender. The following is to be complied:- (a) The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear non-compliance/non-acceptance statement, it will be assumed that the material supplied will meet the requirements in full. (b) No conditional offer and hard copy of offer will be accepted. (c) Tender must contain offers/response for all line items as sought.	
57.	**Purchase Preference for Make in India/Indigenisation.** GRSE's Indigenization policy is enclosed with E Tender for information and necessary action. The tendered item is **non-divisible** for the purpose of Purchase Preference for Make in India and within the same class of ships, GRSE reserve the right to award full / complete supply of total tendered value to class-1 local supplier, if quoted price of class-1 local supplier falls within price band indicated in Purchase preference for Make In India policy and rest as per Purchase preference for Make in India Policy.	
58.	**Recording of Deviations/Conditions**: GRSE will consider the response to NIT Terms only. If any deviation/ additional points given by the bidder or deviation of any terms and conditions, information or clarification is furnished by the bidder has to be discussed and recorded as per mutually agreed terms in relevant PNC/CNC/TNC MoM for GRSE to consider the same at a later stage	
59.	**Issuance of Free Issue Material (if any) to firm:** (a) Free issue material required (if any, finalized during Technical negotiation) will be supplied by GRSE against submission of Bank Guarantee of equivalent amount (shall be intimated after placement of P.O.) to remain valid upto complete return of free issued item to GRSE, Kolkata. Firm is to provide a Bank Guarantee as per GRSE format and Guidelines as security for issue of material. (b) Collection of free issue item from GRSE, Kolkata and subsequent delivery of the same to GRSE, Kolkata is to be arranged by the supplier at their risk and cost. It will be firm responsibility to arrange Way Bill (if required any).	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	(c) After placement of P.O., minimum 30 days in advance from the actual requirement, firm will approach GRSE (along with the Bank Guarantee in GRSE Format) for issuance of material. (d) Intimation will sent to the firm for collection of Item from GRSE and firm will collect the same within 07 days from GRSE. (e) Items issued by GRSE to the firm as a free issue material, will be returned by the firm to GRSE, Kolkata within the Contractual delivery date of the P.O.. In case firm failed to deliver the total returnable items, GRSE will be entitled to encash the bank Guarantee of amount equivalent to the undelivered items. Therefore, for reconciliation, it is imperative that all free issued material will be weighted at GRSE during collection and delivery of the material. BG will be released after reconciliation of the order.	
60.	**CANCELLATION OF ORDER:** a) The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. In such an event the Supplier shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Supplier at his cost. b) In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract. c) In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period or unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel the order and procure the order items / services from any available source at GRSE's option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.	
61.	**Purchase Preference to Internal Units of G.R.S.E.** The mechanism for the purchase preference for award of contract to the internal manufacturing units of GRSE will be as follows:- A. 'Margin of Purchase Preference" means the maximum extent to which the price quoted by 'units of GRSE' may be above the L1 for the purpose of purchase preference. In this case, the margin of purchase preference shall be a maximum of 10%. B. Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by GRSE, purchase preference shall be given to 'units of GRSE' in all procurements undertaken by GRSE in the manner specified hereunder: In procurement of goods, services or works which are divisible or not divisible in nature, the following procedure shall be followed: i. Among all the qualified bids, the lowest bid will be termed as L1. If L1 is from 'units of GRSE', the contract for ull quantity will be awarded to 'units of GRSE'. ii. If L1 is not from 'units of GRSE', then 'units of GRSE' will be invited to match the L1 price subject to 'units of GRSE's' quoted price falling within the margin of purchase preference in accordance with para 40A above. The contract for full	

Sl. No.	Terms and Conditions of GRSE tender	(Acceptance of firm to be filled and uploaded (Duly Signed and stamped) in the their techno-commercial offer using following option) 1. Accepted 2. Not accepted 3. Deviated
	quantity shall be awarded to 'units of GRSE' subject to matching the L1 price.	
62.	**STACS:** All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS –PE-INDG (August – 2006).	
63.	All terms and conditions of NIT has been accepted by the firm and there is no deviation/ additional comment taken from the tender.	

Registration Requirement (DPIIT)

TO BE SUBMITTED IN BIDDER'S LETTER HEAD

I. **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. 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).**

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this order means:-

   a. An entity incorporated, established or registered in such a country; or
   b. A subsidiary of an entity incorporated, established or registered in such a country; or
   c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
   d. An entity whose beneficial owner is situated in such a country; or
   e. An Indian (or other) agent of such an entity; or
   f. A natural person who is a citizen of such a country; or
   g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

IV. The beneficial owner for the purpose of (iii) above will be as under:

   1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

   Explanation –

      a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
      b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

   2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
   3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
   4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
   5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. **The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority**.

VII. **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. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

Certificate in Letterhead of Bidder:

"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 is not from such a country and is eligible to be considered."

ANNEXURE –XX

TO BE SUBMITTED IN BIDDRR'S LETTER HEAD

FORMAT FOR UNDERTAKING/ DECLERATION, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO HAVING OWN MANUFACTURING FACILITIES

Ref: GRSE Tender No. :

To
Garden Reach Shipbuilders & Engineers Ltd.
43/46 Garden Reach Road
Kolkata-700024

We hereby confirm and declare that we M/s. ………………………………………………….., registered office at ………………………

1) That we have our own manufacturing works/factory and casting unit at ………………………………….

Or

2) That we are having a tie up with our sub vendor M/s……………….., address………………..since ………. (Agreement date should be prior to tender issue date) for manufacturing/casting of the item (Contract document is enclosed) :

M/s. ………

For Bidder:	**For Sub Vendor**:
Authorised Signatory……………………..	Authorised Signatory……………………..
Stamp………………………….	Stamp………………………….
Date……………….	Date……………….
Place………………..	Place………………..
Contact No:	Contact No:
E Mail :	E Mail :
Fax:	Fax:

ANNEXURE - IV

TO BE SUBMITTED IN BIDDRR'S LETTER HEAD

FORMAT FOR UNDERTAKING/ DECLARATION, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD BLACKLISTING/ BANNED/ISSUE OF TENDER HOLIDAY/ RISK PURCHASE NOTICE

Ref: GRSE Tender No.
To
Garden Reach Shipbuilders & Engineers Ltd.
43/46 Garden Reach Road
Kolkata-700024

We hereby confirm and declare that we M/s. ………………………………………………….., registered office at ………………………. and factory at ………………………………….has not been blacklisted/ de-registered/ debarred/ under tender holiday by any Government Department/ PSU/DPSU for which we have undertaken the works/service during last 5 (five) years ending at ….. Tender closing date.
We are also hereby declare that we have not been issued with any Risk Purchase Notice by Garden Reach Shipbuilders & Engineers Ltd, for non-fulfillment of delivery commitment of similar item for any project during last 2 years ending on …………….. (Tender Closing date)

For: ……………………………

Authorised Signatory……………………..
Stamp………………………….
Date……………….
Place………………..

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD
(A Govt. of India Undertaking)
43/46, Garden Reach Road, Calcutta- 700 024.
Fax : 033-469-8150/2020 ; Telephone : 469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY

(INDIGENOUS EQUIPMENT / MACHINERY)

REF. NO. GRSE-STACS-PE-INDG (AUGUST, 2006)

INDEX

ANNEXURE:

IN-1 GENERAL

IN-101 The word ***'Purchaser'*** refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, (GRSE), a Company registered under the Indian Companies Act 1913 and includes its successors or assigns.

IN-102 The word ***'Sub-contractor / Supplier / Vendor '*** means the person / firm / Company who undertakes to manufacture and / or supply and / or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.

IN-103 The word '***Owner***' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.

IN-104 The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Inquiry / Order with deviations, if any, as mutually accepted.

IN-105 The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.

IN-106 The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.

IN-107 Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.

IN-108 **Governing Jurisdiction and Compliance with Laws**

(a) All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

(b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

(c) GRSE shall not be liable under the workmen's compensation Act of 1923, in case any employee or workmen of any contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

(d) The existing Laws on employment of Child Labor shall be binding for the contract.

(e) Sub-contractor/Supplier/vendor working at GRSE site , shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/vendor working at GRSE site , are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.

(f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 including obtainance /renewal of Labour Licence from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be effected.

(g) All Sub-contractors/Suppliers/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.

IN-109 The Sub-contractor / Supplier / Vendor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Sub-contractor / Supplier / Vendor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Sub-contractor's / Supplier's / Vendor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Sub-contractor's / Supplier's / Vendor's Design Department in course of manufacture of equipment ordered by the Purchaser, the Sub-contractor / Supplier / Vendor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser.

IN-110 If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Sub-contractor / Supplier / Vendor, the Sub-contractor / Supplier / Vendor, shall quote for and carry out all such modifications to the equipment.

(a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Vendor for the Owner and the latter would, through the Purchaser, be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Vendor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

(b) Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the Owner. If such approval is given and sale is effected, the Sub-contractor / Supplier / Vendor shall pay to the Owner royalty at the rate mutually agreed to.

IN-111 **Secrecy :**

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Vendor shall undertake to return all such property so issued and will be responsible for any or all loss thereof and damage thereto resulting from whatever causes and shall reimburse the Purchaser the full amount of loss and damage.

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

IN-112 **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.

Should any material require any additional preservation till its final installation / fitment on board the Ship, the materials should be supplied in preserved (sealed or in cocoons) condition for long duration of time as per order. Detailed procedures for subsequent de-preservation / re-preservation are to be stated by Sub-contractor / Supplier / Vendor.

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.

IN-113 The Sub-contractor / Supplier / Vendor shall render free of cost guidance in case the Purchaser intends to set-up testing, repair / maintenance facility to overhaul the equipment supplied by the Sub-contractor / Supplier / Vendor.

IN-114 The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.

IN-115 Purchase preference in respect of equipment / product and or services of Central Public Enterprises will be applicable for such / similar equipment / product / services on tender as per extant policy promulgated by Department of Public Enterprises, Government of India.

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

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

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

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

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

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

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

IN-2. Quotations and Order Acceptance Terms:

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

(a) Tender number and due date to be superscribed on all the envelopes.

(b) Tender to be submitted on or before the due date and time.

(c) Offer to be as per specifications and complying with tender conditions.

(d) The envelopes to be sealed properly.

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

(a) PART-I - 'Techno-Commercial Bid' and marked thus. In addition, Part-I shall include-

(i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender).

(ii) Duties / Taxes, Octroi, freight charges, insurance and/or any other Statutory levies payable, specifying incidence clearly / separately against each head.

(iii) The cost incidence against each head clearly indicating for Door Delivery or F. O. R. or Ex-works alongwith charges for packing and forwarding.

(iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply and Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 5).

(v) Earnest Money Deposit (interest free) as stipulated in the tender by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Co – operative Bank to be provided by the bidder / tenderer in favour of GRSE as per discretion of the Purchaser.

(vi) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.

(vii) Delivery Schedule.

(viii) IIG Form regarding Codification of Defence Equipment enclosed with SOR is to be filled -in and submitted. The same is included as deliverables by the supplier.

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

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

IN-203

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

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

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

IN-204

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

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

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

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

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

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

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

IN-205

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

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

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

and

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

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

IN-206 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.'

IN-207 **Spares:**

(a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.

(b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer's recommended spares together with itemised prices for

- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
- Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)

(c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / Vendor shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future requirements could be established during the life cycle of the equipment in service.

(d) In the event of inability to make an offer for these spares at the time of quoting for main equipment, the Sub-contractor / Supplier / Vendor shall commit a date by which such an offer can be made and adhere to it. Non-receipt of offer as committed will render the order for main equipment liable for cancellation without notice from the purchaser and without any financial implication to the Purchaser.

IN-208 Tenders will be opened on the specified date and time in the concerned department. Only authorised representatives of tenderers are permitted to witness the Part I tender opening for Press tenders only. Tender opening shall neither be delayed nor withheld / postponed on account of absence of any one or more Tenderers. All the envelopes marked as 'PRICE BID' received at the time of Tender opening will be noted and held unopened separately.

IN-209 Authorised representatives of only technically qualified tenderers, in case of Press Tenders only, who have submitted EMD as applicable, and complied with tender terms, will only be permitted to be present and note the proceedings of the Price Bid - Part II opening in a manner as directed by the tender opening officers. Qualifying tenderers not present during price bid opening will not be furnished with information on prices at a later date. EMD of unsuccessful tenderers will be refunded / returned within 30 days of finalisation of order on surrendering the Original copy of Money Receipt and upon instruction of Purchaser. EMD, if not claimed within one year from the date of notification to the tenderer for refund, will be forfeited.

IN-210 With the acceptance of the successful bidder's offer by the Purchaser, which is as per the Terms and Conditions of the tender, by means of LOA / Purchase Order, the Contract is concluded.

The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks of from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Vendor shall not bind the Purchaser in respect of these conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Vendor to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Vendor in all respects.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vender's bid contains any condition and any correspondence which are contrary to the Notice Inviting Tender (NIT) then they shall be considered as superseded and void on the acceptance of the bid by the Purchaser.

Recovery of compensation by the Purchaser from the Sub-contractor / Supplier / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

IN-211 **Security Deposit (Interest free) :**

The successful Tenderer shall submit a Security Deposit as specified in the tender in the form of Demand Draft / Pay Order / Bank Guarantee (as per GRSE format & guide lines at Annex-2) issued by any scheduled Bank other than Co-operative Banks in favour of Purchaser. The Security Deposit will be returned only after the successful execution of the order. In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

IN-212 Unless otherwise specified in the 'Statement of Requirement' / 'Technical specifications for Procurement', the supply shall include one set of reproducible Velographs stamped 'Approved' by the Inspecting Authority, micro-films, floppies / CDs and six sets of paper prints. It shall also include 15 sets each of the Operation / Maintenance Manuals, Part Identification List, Comprehensive Part List, Test Certificates / Shop Trial reports etc. of the article/s supplied.

IN-3.0 Packing, Shipping, Insurance & Freight details and Delivery:

IN-301 **Identification of Deliverables And Penalty For Non-Compliance:**

(a) The Supplier on receipt of Purchase Order and by a date not later than 8 weeks from receipt of P.O., shall list out and confirm all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and computer systems. In the event of delay in submission of the required details penalty @ ½% per week or part thereof upto the maximum of 5% of total value of all deliverables, shall be levied on the Supplier.

GRSE shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with GRSE Code numbers , individual prices etc. in advance of contractual delivery. While despatching the Supplier shall identify each item with GRSE code no. and the firm's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

All OBS are to be PIP packed. OBS and tools are to be supplied in separate boxes with clear identification and part numbers in metallic or plastic tag. Supplier's rep. is required during receipt inspection of loose items, accessories, spares and tools for easy identification and detection of shortfall.

(b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Sub-contractor / Supplier / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

(c) Every package shall contain a packing list in triplicate and the order number, package number, number of cases in the consignment, description and quantity of each item packed shall be clearly shown in the packing list. The description and quantity of each item shall tally with that specified in the order, wherever applicable.

IN-302 **Insurance:**

IN-302.1 In cases where the Sub-contractor's / Supplier's / Vendor's offers are for 'Free Delivery to Purchaser's Yard,' transit Insurance charges shall be borne by the Sub-contractor / Supplier / Vendor.

IN-302.2 In case of Ex-works / Ex-Transporter's warehouse or Railway godown offers, the Sub-contractor / Supplier / Vendor shall give details of materials with despatch particulars and their value to Purchaser immediately after the despatch. The Insurance Charges will be borne by Purchaser.

IN-303 Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach the purchaser without proper despatch documentations, Lorry Receipts not accompanied by packing lists, invoices etc. The Sub-contractor/ Supplier/ Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. Demurage, if any, due to wrong/non-availability of shipping documents will borne by supplier/vendor.

IN-304 Where so stipulated in the order, the Sub-contractor / Supplier / Vendor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. The Purchaser reserves the right to cancel the order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser / Owner and failure on the part of the Sub-contractor / Supplier / Vendor to comply with the delivery schedule is inevitable. In such an event the Sub-contractor / Supplier / Vendor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Sub-contractor / Supplier / Vendor at his cost.

IN-305 The Sub-contractor / Supplier / Vendor shall arrange despatch of goods by Rail / Road consigned to GRSE through GRSE nominated transporter.. An Advance Copy of the invoice along with copies of other relevant documents shall be forwarded to Purchaser sufficiently in advance to avoid demurrage. In case of door delivery contracts, the Transporter shall be directed to deliver the ordered equipment without insisting for consignee copy of Lorry Receipt.

However, for manufacture of Naval Ships under Cost plus Contracts, GRSE is acting in the capacity of an Agent since Purchase Orders are issued by GRSE on behalf of Indian Navy under MOD, Govt. of India. Accordingly, in case of orders for supply to Naval Ships under cost plus contract, despatch document (challan / Consignment Note etc) and Invoice should be marked with the words "GRSE A/C INDIAN NAVY".

IN-306

(a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.
(b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor.
(c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.
(d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
(e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

IN-4.0 Guarantee / Warranty

IN-401 The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warrantee period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/sub-Contractor/supplier shall quote for the same on monthly basis for the period of such extension.

IN-402 If the defects intimated during the Guarantee period are not remedied within a reasonable / stipulated time, the Purchaser may proceed to rectify the defects at the Sub-contractor / Supplier / Vendor's risk and cost, but without prejudice to any other rights which the Purchaser may have against the Sub-contractor / Supplier / Vendor in respect of the failure of the Sub-contractor / Supplier / Vendor to remedy such defects.

IN-403 Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Sub-contractor / Supplier / Vendor of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Sub-contractor / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.

IN-404 In the event of Sub-contractor's / Supplier's / Vendor's failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Sub-contractor / Supplier / Vendor in this regard.

IN-405 Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.

IN-5.0 Quality Certification:

IN-501 Purchase preference will be considered in case the Sub-contractor / Supplier / Vendor is accredited with ISO 9000: 2000 or equivalent International Quality System Standards in respect of equipment / Products and or items on tender.

IN-502 The Sub-contractor / Supplier / Vendor shall submit as proof, in Part-I of the bid documents, a copy of ISO 9000: 2000 or equivalent International Quality System Standards certificate valid as of date.

IN-503 The Sub-contractor / Supplier / Vendor shall preferably engage sub-contractors and avail supplies from suppliers with prior approval of Purchaser and such sub-contractors and suppliers shall also be accredited with ISO 9000: 2000 or equivalent International Quality System Standards.

IN-504 In the event the Sub-contractor / Supplier / Vendor is not being ISO 9000: 2000 accredited firm, the fact shall clearly be stated and the Quality Assurance / Quality Control organisation of the company be described in detail. Pursuant to scrutiny of such statement / documentation, the Purchaser may decide to accept the offer with pre-conditions specified for acceptance or reject the bid submitted.

IN-6.0 Terms of Payment:

IN-601

(a) Unless or otherwise mutually agreed upon and stipulated in the Purchase Order, the terms of payment shall be 90% of Order value within 45 days from the date of receipt inspection and acceptance of material and presentation of bill supported with complete set of documents as under: -

(i) Seven copies of signed invoice indicating Vendor Code Number and itemwise price (indicating GRSE material code no. if in the order) alongwith packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract , Invoice will be in the name of GRSE.
(ii) Warranty Certificate in triplicate.
(iii) 3 copies of Manufacturer's Works Test Certificate.
(iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).
(v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)
(vi) Complete set of Classification / On board spares as per the Purchase Order.
(vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.
(viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.
(ix) Complete set of "As fitted" drawing and reproducible drawings.
(x) Quotations for B & D spares for (a) 2 years operation and (b) 5 years operation.
(xi) IIG Forms duly filled in.
(xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Management System).

All the documents shall clearly indicate the GRSE's Purchase Order No. and date.

(b) Balance 10% will be released after G.P. or against submission of PBG for equivalent amount (as per GRSE format & guidelines at Annex-3) valid till G.P.

Issue of GRN : For materials received at GRSE without Inspection report of 3rd party, GRN will be issued to Local supplier for their submission of bill with GRN. But for materials received at GRSE with 3rd party Inspection report received from outstation suppliers, balance payment bill is to be submitted by suppliers with copy of clear & accepted ICGRN for further linking by Corporate Finance with GRN for processing balance payment.

(c) Payment may be made to the vendors through Electronic Clearing System (ECS). Vendors are to furnish requisite documents / information on receipt of the order. (ECS Format for Bank Particulars and Payment Procedure enclosed at Annex.- 6)

(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority. The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.

(e) All advance payments should be interest bearing. Penal interest is to be charged on the advance in case of delay in delivery of supplies beyond the agreed schedule. Amount of Advance & Rate of interest will be decided by the Management / TC as appropriate.

(f) Where order is cancelled and advance payments already released to the contractor, the contractor shall refund all such advance payments received to GRSE with prevailing Bank interests and GRSE shall also have the right to recover the amount from outstanding dues to the Contractor against any other Purchase Orders placed by GRSE.

(g) Works Contract : In case of works contract following payment terms shall be followed:-

(i) Material Portion :

75% payment against despatch document, 15% payment against receipt & acceptance of material and balance 10 % will be released after G.P. or against PBG for equivalent amount valid till G.P.

(ii) Labour Portion :

90% payment on job completion and certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.

OR

Where unit rate is mentioned , 90% payment progressively on job completion and Certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.

(h) If GRSE material code no. & itemised price is not incorporated in the order, supplier will submit detailed list of items (separately deliverables) and price break-up latest within 6 weeks of receipt of order to enable GRSE amend the order indicating material code no. of each item with its price. All Invoices, Packing list etc should invariably indicate GRSE material code no. against each item for recording receipt and issue of ICGRN as well as for processing payment.

IN-602.1 Octroi Duty at present is not applicable in West Bengal. However, Octroi Duty if applicable, at a later date, will be re-imbursed by Purchaser at actuals against submission of 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be issued in the name of 'GARDEN REACH SHIP BUILDERS & ENGINEERS LTD.' only.

IN-602.2 Way Bill – In West Bengal, Way Bill is to be issued for entry of materials from outside the state. GRSE will issue the Way Bill on submission of copy of Invoice and Consignment Note. Consignment Note should be in the name of GRSE.

In case of Transit Sale, the name of the Consignors (other than seller) are to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee.

IN-603 The Sales Tax Registration Number and Central Sales Tax Number, Service Tax Number, as applicable, are to be quoted on all invoices. Invoices shall be accompanied by a certificate to the effect that the Sub-contractor's / Supplier's / Vendor's registration certificate was in force on the day the sale was effected.

IN-604 Unless otherwise stated Excise Duty, Sales Tax and any other statutory levies will be payable extra at actuals. However, the Sub-contractor / Supplier / Vendor shall submit the proof of having paid the duties / levies along with the Invoices / Bills.

In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for despatch & GRSE is to be intimated by supplier / vendor / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-vendors of Sub-contractor / Supplier / Vendor on whom Purchaser had placed a Purchase Order.

IN-604.1 For supplies from States outside the state of West Bengal, Declaration Form "C" or "D" as applicable will be issued to the supplier for concessional rate of Sales Tax . In case of sale within the state of West Bengal, W.B.S.T. Form will be issued for concessional rate of Sales Tax.

IN-604.2 Declaration Form can be issued to suppliers in case of transit sale, i.e. transfer of documents during the period of transit of the materials to obtain Sales Tax benefit.

Invoice shall clearly indicate cost incidentals against each head, as applicable:

Basic Cost, Excise Duty, Packing & forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.

IN-605 Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Sub-contractor / Supplier / Vendor the same shall be deducted from any sum then due or thereafter may become due to the Sub-contractor / Supplier / Vendor under the contract or any other contract with the Purchaser.

IN-606 Works Contract Tax, wherever applicable, will have to be borne by Sub-contractor / Supplier / Vendor. In addition, Employees State Insurance premium, Provident Fund, Service Tax and other statutory dues of workers deployed at Purchaser's premises by Sub-contractor / Supplier / Vendor will have to be borne by him. In case of Works Contract Form 58 or 59 as applicable is to be submitted by the vendor/supplier/sub-contractor.

IN-607 **Liquidated Damages / Risk Purchase:**

IN-607.1 In the event that-

(a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or

(b) the equipment / product when tested in accordance with the performance requirement of the Purchase Order, fails to meet those performance parameters, the buyer (Purchaser) will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in the Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not in the way of penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.

IN-607.2 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 0.5% of the total order value per week or part thereof of delay upto a maximum of 5% of the total order value. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor (Seller). Payments made by the Sub-contractor / Supplier / Vendor (Seller) of Liquidated Damages shall be in addition to any other remedies (other than any other remedy for the recovery of damages) available to the Purchaser, including without limitation the remedy of cancellation of Order for default.

IN-607.3 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late submission of Drawings for approval as agreed to by Purchaser and Sub-contractor / Supplier / Vendor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order value.

IN-607.3.1 Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.

IN-607.4 If the equipment / article or any portion thereof be not delivered by the scheduled delivery date, the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest .

IN-607.5 The Purchaser shall be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered thereunder. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Sub-contractor / Supplier / Vendor.

IN-607.6 In case of unsatisfactory progress of supply at any point of time after placement of order GRSE reserve the right to cancel the order without assigning any reason and to procure the ordered material from any alternative source at your complete risk and cost.

GRSE also reserves the right to cancel the order forthwith without any financial implications on either side if upon lapse of 50% of the scheduled delivery time the progress of manufacture is not up to the satisfaction of

GRSE/Owner and the failure on the part of the sub-contractor/ supplier/vendor to conform to the delivery schedule is inevitable.

IN-608 **Submission of Bills to SLP Section (Corporate Finance/GRSE)**

The bills presently submitted to SLP Section by vendors for purchase orders placed by NCM / Purchase Department in respect of "SHIP DIVISION ONLY" will now be deposited in the Box kept at the entrance of the Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01st April, 2002.

Computer generated acknowledgement for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday.

Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday.

The supplier should ensure that all the bills are kept in a separate envelope orderwise and also mention their vendor code number for easy identification and registration. All enclosures are also be firmly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.

For payment through ECS, bills will be deposited in the Box kept at the entrance of Corporate Finance Dept. as elaborated above. ECS Format of Bank particulars and Payment Procedure are enclosed at Annexure – 6 reference Clause IN 601(c) above.

IN-7.0 Quality Assurance, Inspection ,Testing and Commissioning Assistance:

IN-701 The equipment will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment.

Statutory : M. M. D. or N. M. D.

Regulatory : Classification Society–L.R.S./A.B.S/D.N.V/ I.R.S. etc.

Specification: Survey, DQA(WP)/DQAN/CQAE, Classification Society.

Others: Owners, W. P. S. (KOLKATA), GRSE

IN-702 The articles to be supplied shall be strictly in accordance with the drawings/specification/statement of requisition (SOR) / samples indicated in the order.

IN-703 The supplier /vendor/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and obligations under the contract without the previous consent of the purchaser in writing.

IN-704 The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/vendor/sub-contractor shall give 30 days' notice for inspection and will make necessary arrangements / provide necessary facilities to inspectors / nominated agency to carry out inspection / testing during course of manufacture/final inspection and testing as required. Formal Inspection Certificates will be issued by the relevant QA Authorities /Agents.

IN-705 Immediately on receipt of order the supplier/vendor/sub-contractor shall get in touch with the Inspection Authority and submit Quality Assurance Plan. Exact scope, stages and parameters of inspection and test schedule shall be as per QA Plan duly approved by the QA Authority. All charges for inspection shall be borne by the suppliers/vendors/sub-contractor.

IN-706 Receipt Inspection shall be carried out by GRSE/Indian Navy/Owner's representative at GRSE yard as applicable. Receipt Inspection of on-board spares (OBS) will be carried out by Quality Assurance (QA) dept. of GRSE and thereafter, the same will be mustered & handed over to ship as & when required. Joint inspection along with supplier/vendor's representative shall be carried out for major items.

For materials supplied with long term preservation in sealed cases / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above.

IN-707 The price should be inclusive of inspection/approval/certification cost to meet the relevant requirement of the technical specification. This should also include the cost of furnishing shock calculations and type test results wherever applicable.

IN-708 The supplier/vendor/sub-contractor shall furnish all relevant Inspection Certificates and Test & Guarantee Certificates along with each consignment and copies of same in triplicate shall also be mailed / forwarded to GRSE immediately on despatch of articles. The supplier/vendor/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.

IN-709 The decision of the inspecting authority or his agent, as the case may be, on any question of the intent, meaning and the scope of specifications / standards shall be final, conclusive and binding on the Sub-contractor / Supplier / Vendor.

IN-710 **REPLACEMENT FOR REJECTION:**

(a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserve the right to dispose off the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.

(b) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.

(c) If the defects are not remedied within a reasonable/stipulated time, the purchaser may proceed to rectify the defects at the supplier/vendor/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/vendor/sub-contractor in respect of their failure to remedy such defects.

IN-711 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by the Purchaser to assist / supervise the installation, setting to work, commissioning of the equipment supplied by the Sub-contractor / Supplier / Vendor.

IN-712 The Sub-contractor / Supplier / Vendor shall provide the requisite training for the Purchaser's / Owner's Personnel at Sub-contractor's / Supplier's / Vendor's/ GRSE's premises or on board the vessel where the equipment is installed, in respect of the equipment received from the Sub-contractor / Supplier / Vendor. The cost of travelling, lodging, boarding etc. shall be borne as mutually agreed to and detailed in the order.

IN-713 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost as required by the Purchaser to assist/supervise the installation, setting to work, commissioning, harbour and sea trials of the equipment supplied by the Sub-contractor / Supplier / Vendor for the periods as mutually agreed upon and as per the terms and conditions of the order.

Should the Purchaser / Owner desire to avail services beyond the free service periods available against the contract, the Sub-contractor / Supplier / Vendor shall quote for the same on hourly / daily rate basis along with other terms and conditions, if any.

IN-714 Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Vendor are to be obtained from the Inspection Authority. Any / all other technical clarifications may be obtained from Inspection Authority directly, under intimation to Purchaser.

IN-715 The Sub-contractor / Supplier / Vendor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

IN-8.0 Miscellaneous:

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.

IN-802 **Arbitration:**

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

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

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

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

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

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

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

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

IN-803 <u>Indemnification</u>:

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

IN-804 Use of Undue Influence / Corrupt Practices:

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

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

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

IN-805 <u>Banned or de-listed Contractors</u>:

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

IN-806

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

****

TO BE SUBMITTED IN BIDDRR'S LETTER HEAD

Garden Reach Shipbuilders & Engineers Ltd.

STANDARD TERMS AND CONDITIONS OF SUPPLY
INDIGENOUS EQUIPMENT/MACHINERY.

Tender No……. Date ………….

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

COMPANY SEAL.

SIGNATURE ……………………….
NAME ……………………….
DESIGNATION……………………….
COMPANY NAME & ADDRESS
………………………………………..
………………………………………..

NOTE:

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

CHECKLIST FOR VENDOR BILLS		
(Filled up checklist to be enclosed with every bill before submitting to Finance)		
A.	**GENERAL PARTICULARS:**	
A.1	PO No:	
A.2	Vendor Name:	
A.3	Vendor Code:	
A.4	BTN:	
A.5	Invoice no:	
A.6	Ink signed PO (Required in case of 1st time invoicing & on every amendment)	
A.7	Whether Bill has been forwarded through BTS	
A.8	Whether E-Invoice is provided, if applicable for the vendor (Y/N)	
A.9	Whether HSN code is as per PO	
A.10	Whether GSTIN is as per PO	
A.11	Whether Tax rate is as per PO	

	Documents enclosed (Please tick in appropriate box)	**Yes**	**No**	**Not Applicable as per PO Terms**
B.	**MATERIAL SUPPLY BILLS:**			
B.1	Signed Original Tax Invoice			
B.2	QAP/ BD schedule submission date as per PO-(DD/MM/YY)			
B.2	QAP/BD Actual date (DD/MM/YY) **(Documents in support)**			
B.3	Pre-despatch Inspection certificate			
B.4	Packing list			
B.5	Material Test cert. & Guarantee Certificate			
B.6	Weight Certificate & Preservation cert.			
B.7	GRSE Gate/Stores receipted challan			
B.8	Lot no in case delivery terms is in lots			
B.9	Whether SDBG/CPBG submitted **(If Yes, BG no is to be mentioned)**			

Documents enclosed (Please tick in appropriate box)		Yes	No	Not Applicable as per PO Terms
B.10	Whether PBG Submitted for entire PO value **(single BG is to be submitted for total PO value to release 100% payment)**			
B.11	Any other documents as per payment terms			
B.12	Clear ICGRN			

Note: Invoice will be accepted on the basis of checklist submitted.

Signature Not Verified

Digitally signed by ANIL KUMAR BHARATI
Date: 2025.05.09 13:32:22 IST
Location: PSUs of Ministry of Defence-DEFPSU