गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
(भारत सरकार का उपक्रम रक्षा मंत्रालय)
Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
GRSE Bhavan 'D' Block, 61 Garden Reach Road, Kolkata – 700 024, India
CIN NO. L35111WB1934GOI007891 Website: www.grse.in

NOTICE INVITING TENDER (NIT)

e-Tender no. : CSB/NC/ARS/LT/IMP/STERN. TUNNEL THRUSTERS/ET-3209 dated 06/06/2025

This is a "limited tender" enquiry where only the nominated vendors are eligible to participate.

Participation in this tender is by invitation only (eligible Bidders shall get invitation separately from GRSE over their registered e-mail ID). Unsolicited bids are liable to be rejected/ignored.

Garden Reach Shipbuilders & Engineers Limited invites bids in "Two Bid System" through GRSE E-Procurement mode from prospective bidders nominated by GRSE for entering into contract for the supply of "Stern Thrusters & Tunnel Thrusters" for "ARS" Project (GRSE yard no. 3058)" :-

GRSE Project	Acoustic Research Ship (ARS) project
GRSE Yard Number	3058 [01 ship set]
Tendered Item Description	Procurement of " Stern Thrusters & Tunnel Thrusters "
GRSE Indent Numbers	1000059875
e-Tender Number	CSB/NC/ARS/LT/IMP/STERN. TUNNEL THRUSTERS/ET-3209 dated 06/06/2025
Portal	https://eprocuregrse.co.in
Reverse Auction	Not Applicable
Pre-Bid Meeting	Applicable
Date of Pre-Bid Meeting	13 June 2025 (10:00 hrs IST)
Venue Pre-Bid Meeting	Central Design Office, GRSE Main unit, 43/46 Garden Reach Road, Kolkata – 700 024
Contact for Pre-Bid Meeting	Mr. Surajit Bhandari (SM - CDO) Cont. No. - 9874312507; E mail ID - Bhandari.Surajit@grse.co.in
Bid Submission Start Date & Time	20 June 2025 (12:00 hrs IST)
Last Date & Time of Receipt of Tender	26 Jun 2025 (12:00 hrs IST)
Date & Time of Opening of Tender	28 Jun 2025 (12:00 hrs IST)
EMD	Not Applicable
Tender Fee	Not Applicable
Integrity Pact	Applicable

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

General Terms & Conditions of the tender enquiry are available in the company website under the tab https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding. shall be applicable.

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

Neelesh Chouksey
Manager (CSB-SCM)
Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024 (INDIA)

Enclosure List :-

1. Statement of Technical Requirement (SOR / SOTR) for "Stern Thrusters & Tunnel Thrusters"; Specification No: SOTR_GT24100003M [65 pages].
2. SOTR / Technical Acceptance Matrix
3. Commercial Acceptance Matrix
4. Price Bid (BOQ)

INSTRUCTIONS TO BIDDERS

ITEM	**:**	**Procurement of "Stern Thrusters & Tunnel Thrusters"**
PROJECT / YARD	**:**	**"ARS" Project (GRSE yard no. 3058)**

1. **TENDER TYPE : - "Limited Tender"**

This is a "limited tender" enquiry where only the nominated vendors are eligible to participate.

Participation in this tender is by invitation only (eligible Bidders shall get invitation separately from GRSE over their registered e-mail ID). Unsolicited bids are liable to be rejected/ignored.

2. **SCOPE OF SUPPLY :-**
Procurement of "Stern Thrusters & Tunnel Thrusters" for GRSE yard no. 3058 [01 ship set] as per Statement of Technical Requirement for "Stern Thrusters & Tunnel Thrusters"; Specification No: **SOTR_GT24100003M [65 pages]**.

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

4. **DELIVERY PERIOD :-**
Items are to be delivered strictly as per following schedule: -

Sl. No.	Ship No. / Yard	Delivery Date at GRSE
1	1st Ship – 3058	Main Equipment along with accessories and Documentation - "June 2026", Installation, commissioning spares & services - "July 2026" Submission of Binding Data - "September 2025" OBS / Consumable - "January 2027" Service, HTW - "February 2027" Service, CST, Training - "April 2027"

5. **DELIVERY TERMS / PRICING :-**
a) Quoted Price shall be firm and fixed till full execution of order.
b) Price quoted should be inclusive of all charges for proper packing, forwarding and preservation.

c) Terms of Price / Delivery Terms sought by GRSE:

(i) For Foreign Bidders:

aa. The terms of quoted price (Delivery terms) shall be "F.O.B. major International Gateway Seaport of exit stowed, costs and risks in connection with loading on the Seller" / "F.C.A. major International Gateway Airport of exit". Price quoted should also be inclusive of all charges for proper packing, forwarding and preservation. However, materials are to be despatched (for Main Carriage) through GRSE nominated Freight forwarder only. All charges applicable till on board Carrier / Flight shall be borne by the firm in case of FCA, (Airport of loading) despatch. Name of seaport/airport must be mentioned by the vendor. **The terms such as "any USA seaport" or "any European sea port" shall not be quoted.**

bb. Foreign **Bidder must quote Freight and Insurance charges in percentage of basic FOB price in Part-I 'Techno - Commercial Offer" for foreign sellers' bid.** Refer link https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding. In case of necessity, GRSE reserves right to place order on CIF Kolkata (Liner Out) basis. Bidder has to accept order on CIF Kolkata (Liner Out) basis as per requirement of GRSE.

(ii) For Indigenous Bidders:

aa. F.O.R. GRSE Kolkata (Main Unit, 43/46, Garden Reach Road, Kolkata - 700024, India and/or RBD unit, 44 Garden Reach Road, Kolkata – 700044) [Door Delivery to GRSE Store at Kolkata]. Consignee address may change at the time of delivery. No price escalation and delivery extension is allowed on account of change of Consignee. Bidder is requested to refer the Consignee clause of this "Special Commercial Terms and Conditions".

bb. F.O.R. is India specific trading/delivery term. The risk of loss or damage shall be transferred from Seller to Buyer at GRSE Kolkata. F.O.R. price includes Cost of manufacturing, Inspection Charge, Packing & Forwarding charge, Loading Charge, Transportation, Insurance charge up to GRSE Kolkata and unloading charges at GRSE's premise but not limited to these. Seller is responsible till delivery at GRSE, Kolkata in regard to supply of material.

cc. Indian Bidder must quote Freight and / or Insurance charges in percentage of FOR Price in Part-I Bid **('Techno - Commercial Offer")**. Refer Annexure-III 'Commercial Offer' of the tender. In case of necessity, GRSE reserves right to place order on Ex-works basis. Bidder hast to accept order on Ex-works basis, if GRSE desires to place order on Ex-works basis. GRSE will consider the freight and Insurance charges quoted by the tenderers for working out Ex-works price and accordingly GRSE may place order on Ex-Works basis. This is sole discretionary authority of GRSE, not obligation.

d) In case of short supply, all materials are required to be despatched as per GRSE door delivery basis (DDP / FOR GRSE Kolkata Door Delivery basis).

e) No price escalation is allowed at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.

f) Port of Discharge: Kolkata (applicable for foreign bidder). However, Port of Discharge may change at the time of delivery. It is the obligation of Seller to obtain confirmation from GRSE in regard to Port of Discharge prior to shipment of goods. No price escalation shall be entertained to Supplier in case Port of Discharge is changed from Kolkata to other Indian Port.

g) The Incoterms® 2020 rules are applicable for this tender.

h) Shipping documents such as bill of lading, packing list and others for returnable items shall be separately prepared and submitted to enable return after the completion.

i) For Foreign Vendor: Wherever Design, Engineering, Drawing and Documents are separate deliverable (as goods) as per Tender/Purchase Order, the Seller must physically dispatch the drawing/documents (CD form and hard copy) after final approval (by Competent Authority) through Indian Custom authorized courier or through Buyer's appointed freight forwarder. The mode of transport must be air. The Seller is required to make shipment of approved drawing/document prior to claiming payment for Design and Engineering. The Seller must get the custom invoice and packing list verified by GRSE prior to shipment of hardcopy (& CD form) of drawing/documents from Seller's country. The Seller also must note that advance intimation about shipment is to be made to GRSE prior arrival of hard copy of drawing/documents at Kolkata airport.

6. WARRANTY / GUARANTEE :-

a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 24 months from the date of receipt and acceptance of material at GRSE or Oct'28 whichever is later against improper design, defective materials and faulty workmanship.

b) A guarantee/warrantee certificate is to be submitted with the supply.

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

d) For any item/equipment found defective / rejected, the Supplier will collect the same from GRSE Stores within 10 days from the date of intimation of such rejection. All incidental charges to be borne by the Supplier.

e) 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 and to recover storage charges and any consequence damage from sale proceeds of such disposal.

7. SUBMISSION OF OFFER IN TWO BID SYSTEM :-

Offer must be submitted in two parts as follows:

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

Note: In any case, prices are not to be mentioned in Part-I bid. Bids are liable to be rejected if prices are found in the techno-commercial bid.

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

Note:

(i) If, in the price structure quoted for the required goods, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly;

(ii) If there is a discrepancy between words and figures, the amount in words shall prevail.

(iii) Bidder must quote for all line items being inseparable line items. In case price of any line item is found zero, then it will be considered that item will be delivered at Zero Cost and price of the same line item is included in the other line items.

8. <u>BID CURRENCY :-</u>

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

(i) Indian Rupees (INR)

(ii) US Dollar (USD) or EURO or GBP

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

9. <u>RANKING OF BIDS / DETERMINATION OF L-1 BIDDER :-</u>

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

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

(i) L-1 will be determined on **"Totality basis"**.

(ii) This is a "Non - Divisible" tender and tender shall be awarded to a "Single Bidder".

(iii) The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.

(iv) Warranty Extension charges for 1st year starting from original date of expiry of Main Equipment, OBS etc. (Refer Warranty clause no. 6 of NIT). Warranty extension charge is a provisional charge and is not a part of L-1 determination. However, bidders to quote for the warranty extension charges "In Price Bid" (Under provisional charges sheet) and if no price is quoted by the firm, the same should be considered as free of cost and the PO shall be placed accordingly.

(Note: - The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)

(v) Loading factors as applicable as per para (b) of this clause.

(vi) Standard GRSE's Marine Freight, Insurance charges, Landing charge, Port Handling charge, Local Transportation charge etc. and /or other charges shall be loaded on the FOB / FCA / EX Works Price (as applicable) to ascertain Landed Cost at GRSE. The Custom, Port Handling charges, Landing charges and Local Transportation from Port to GRSE shall be 01% of FOB price.

(vii) Taxes and duties, if no input Tax Credit is available to GRSE, is cost for GRSE.

(viii) Charges for Postponement of delivery on monthly basis (i.e. per month, extendable upto maximum 12 months based on GRSE's requirement). Bidders to quote "Charges for Postponement", "In Price Bid" (Under provisional charges sheet). Delivery postponement charges for first 3 months from the date of main equipment delivery date shall be 0%. Hence, quoted "Delivery postponement charges" shall be applicable only after 3 months from the date of main equipment delivery date. Postponement of delivery charge is a provisional charge and is not a part of L-1 determination and will be applicable "ONLY" if required by GRSE.

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

The bid is liable for rejection, if terms and conditions stipulated in NIT documents are not accepted by bidder [Refer Liable for Bid Rejection criteria]. In case the techno-commercial bid is accepted by GRSE, the loading in Price Bid for deviations (taken by bidder) to tender terms may be carried out as per following guidelines for the purpose of ranking of financial bid and L-1 determination:

(i) Payment Terms: It is desirable that the bidder accepts the Payment terms indicated in the tender/NIT. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for Public Sector Banks as on tender closing date) plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.

(ii) Delivery of the Goods: The Bidder is required to offer bid as per the Delivery/Price Terms of this NIT. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.

(iii) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 6.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (20 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 8%) and the quoted price will be loaded accordingly by 2%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

(iv) Deviation in respect of the period of warranty/guarantee shall be loaded to the quoted price @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents, if bidder does not quote for warranty period extension charge then @0.25% per month for period of warranty in deviation.

(v) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price be shall also be loaded appropriately (as per GRSE's decision / purchase manual based on deviation taken by Bidder) in order to bring price bids of all qualified bidders at par and for L-1 determination.

(vi) The above loading is only for bid ranking (L-1 determination).

(vii) Sample Landed Cost Calculation and L-1 Bidder Determination is placed under tab https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding.

(viii) <u>GRSE reserves the right to load the above factors on to the price on deviation vendor for determining of the ranking of bids.</u>

(c) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.

(d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / Technical negotiations / Commercial negotiations, etc.

(e) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

10. BID REJECTION CRITERIA:

(a) Categorical rejection criteria**:**

(i) Bid received other than through e-portal in case of E-tender.

(ii) Bidder not agreeing to accept Integrity Pact (IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.

(iii) Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.

(iv) EMD not received for Open tender/Global tender if applicable unless specific exemption is sought for the approval of Competent Authority.

(v) Tender/Contract of firm declared Bankrupt will not be considered as valid Tender/Contract.

(vi) Non-Submission of the Certificate by Bidders.

(b) Liable for rejection criteria:

(i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.

(ii) Techno commercial Bid (Part-I) containing price of any item.

(iii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.

(iv) Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.

(v) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.

(vi) Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.

(vii) Unreasonably longer delivery period quoted by the bidder.

(viii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.

(ix) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender.

(x) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.

(xi) Bidder not agreeing for Warranty period as specified in the tender.

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

11. <u>PAYMENT TERMS :-</u>

A. <u>Payment Terms for Foreign Vendor:</u>

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

(i) 90% payment less Liquidated Damages (if any) will be made by irrevocable Non-Transferable Letter of Credit at sight (LC). LC as per GRSE's format, will be established in favor of firm on receipt of their proforma invoice towards equipment, spares, documentation, etc. The Seller is required to submit Proforma Invoice duly signed and stamped by Competent Authority of seller and other relevant information to GRSE at-least <u>12 weeks</u> before dispatch for the respective ship set order. GRSE requires minimum <u>8 weeks</u>' time for establishment of Letter of Credit. Any delay in receipt (by GRSE) of proforma invoice, Advising Bank details, BG (if applicable) and order acceptance shall result in delay in issuing Letter of Credit for which no claim of extension in delivery schedule without recourse to Liquidated Damage shall be permitted. The LC shall be established after deducting LD amount if applicable.

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

(a) Beneficiary's ink signed (and stamped with company seal) commercial Invoice in triplicate quoting Import License reference (if any) and certifying that the goods supplied are as per purchase order of the applicant. Invoice should certify that goods are freely importable and not covered under the negative list as per foreign trade policy 2015-2020. Stated full details of the item serial no., GRSE PO no and GRSE Material Code number., description, quantity, price per unit and total value of material dispatch strictly as per PO - this condition must be complied while negotiating documents. Purchase order wise separate invoice to be raised.

(b) Signed package wise Packing List – In triplicate. Packing List must contain GRSE PO number and GRSE Material Code number. Refer packing instruction clause for detail information to be incorporated in packing list.

(c) Transport document:

(i) For sea shipment:

Complete set of 3/3 i.e. 3 original and 3 copies of non-negotiable copies of signed, 'clean', 'on-board' Bill of Lading to order of -------------(name of applicant's banker). The transport document should

(aa) be marked 'freight to collect' --- for FOB contract

(bb) be marked 'notify'----------(name of applicant's bank) and------- (applicant name and full address).

(cc) bear the LC no. Date, GRSE PO no., packing list no., and evidencing shipment of goods.

(ii) For air shipment:

Consignee's name and address in Main Airway bill shall be Bank. The airway bill should

(aa) be marked 'freight to collect' --- for FCA contract

(bb) bear the date and number of this documentary credit, flight no and date, GRSE PO No., packing list number.

(d) Certificate from reputed Chamber of Commerce showing goods to be of ------------------ (name of country) ----- origin in triplicate.

[For purposes of this Clause "origin" means the place where the Goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.]

Beneficiary's certificate to the effect that three additional set of non-negotiable documents including one copy each of invoice, packing list, material test certificate/shop test certificate, certificate of origin, warranty certificate have been forwarded to the applicant [Sr. Manager (CSB-SCM), GRSE Ltd., 61 Garden Reach Road, Kolkata - 700024, India] by courier at earliest but not more than 07 working days after shipment.

(e) Guarantee / Warranty certificate in triplicate. Guarantee / warranty certificate must contain GRSE PO number and GRSE Material Code number.

(f) Manufacturer's work test certificate / shop test certificate in triplicate. Certificate must contain GRSE PO number and GRSE Material Code number.

(g) Post receipt / certificate (issued by supplier) evidencing timely air mailing hard copy of all required non-negotiable copies of documents to GRSE within 02 days of shipment date and forwarding scan copy of documents to Purchaser within 02 days of shipment date.

(h) Shipping company's or their agent's certificate in duplicate stating that the carrying vessel named in the bill of lading is a seaworthy vessel, not more than 15 years old, has been approved under institute classification clause (class maintained equivalent to LLOYDS 100 a1) and has been registered with an approved classification society (certificate to specify the name of the classification society).

(i) A certificate in duplicate issued by the shipping company or their agent stating that the vessel mentioned in the bill of lading and the ports from/to which the goods are shipped are free from embargos and that there are no subsisting sanctions imposed on the vessel/port.

(j) GRSE's certificate as to receipt and acceptance of performance bank guarantee.

(k) GRSE's certificate as to receipt and acceptance of SDBG/CPBG.

(l) Certificate of IRS/LRS/ABS/DNV etc. (on their letter head) as applicable.

(m) Material Safety Datasheet for Hazardous/Dangerous Cargo.

(n) Weight Certificate

(o) Preservation Certificate

(p) Original Marine Insurance policy (wherever Insurance is responsibility of Seller). Refer Marine Insurance clause for details about Marine Insurance policy.

(q) Certificate of Conformity (CoC): The Certificate of Conformity (CoC) must mention following:
- Governing specification and values to which the equipment is tested
- OEM Test certificate/Test report/Catalogue/Datasheet.

NOTE:

(aa) All the documents must clearly indicate the GRSE Purchase Order no., GRSE Material code no., Import License no., Airway Bill / Bill of Lading no.

(bb) All normal Bank Charges for LC negotiation etc. in India will be borne by GRSE and Bank charges outside India is to be borne by the supplier.

(cc) LC confirmation charge where required, will be borne by the supplier.

(dd) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the Seller.

(ee) All Bank Charges (both Seller's Bank and Buyer's Bank) are to be borne by Seller due to discrepancy of documents.

(ff) All documents should be in English.

(gg) All documents should mention the LC number, date, IE Code of GRSE.

(hh) Documents produced by reprographic process / computerized carbon copies are not acceptable unless marked original and signed.

(ii) The transport document must not indicate a final place of destination as being different from the port of discharge.

(jj) All parties to this transaction are advised that the U.S and other government and / or regulatory authorized impose specific sanctions against certain countries, entities and individuals, bank may be unable to process a transaction that involves a breach of such sanctions. Presentation of documents evidencing transshipment through sanctioned countries or any of their regions will be considered as breach of such sanctions.

(kk) Short form, third party, and Lash bill of lading are not acceptable.

(ll) Presentation period for LC negotiable documents: -

(i) For sea shipment: within 14 days from date of shipment or the validity of this credit, whichever expires earlier.

(ii) For airlifting: within 02 days from date of shipment or the validity of this credit, whichever expires earlier.

(mm) LC is subject to UCPDC 600.

(nn) LC is subject to uniform rules for bank to bank reimbursement under documentary credits-ICC publication no.725.

(oo) Insurance is covered by applicant under open cover policy for EXWFOB/FCA/C&F contract.

(pp) LC confirmation charge (if any) is to be borne by seller

(qq) This L/C will allow payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation of the documents through bank and against work completion certificate duly certified by an officer of GRSE.

(rr) This L/C will allow payment as reduced by any deductibles and/or the amount on account of storage and demurrage charges paid or payable by GRSE for default of Supplier/Seller like late presentation of documents, incorrect documents etc.

(ss) Transshipment is not allowed.

(ii) Balance 10% payment will be made by TT/SWIFT against firm invoice supported with clean receipt inspection report to be issued by GRSE's RIC after receipt and acceptance of all material (ICGRN) and receipt of PBG. In case, Supplier does not agree to submit PBG, 10% amount shall be retained till expiry warranty period plus one month.

Special Note:

Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser *from India* (indigenous supply) and work done by service technicians of India as per Reserve Bank of India rules. For Material supply from within India and for work done by service technicians of India (belong to Indian contractor), orders shall be placed only in INR on Indian firms. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser and for work done by Service technicians. Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. Please refer relevant clause under *"Procedure for bidding by Principal Bidder/Lead Partner and Consortium Partner and placement of order"* in this regard. Refer https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding.

(b) For rendering Services.

(aa) 100% payment will be made through Telegraphic Transfer (TT) / SWIFT within 30 days from date of receipt of original ink signed and stamped (with company seal) invoice along with Work Done Certificate (WDC) duly signed by GRSE authorized representative/PL of ship along with a copy of Visa authenticating entry in India. Original Invoice for services are to be submitted (complete in all respect) to Procurement Officer for vetting and onward submission to GRSE's finance department.

(bb) In case the Service Engineer is deputed from India through authorized firm/representatives, the order will be placed on Indian authorized firm in INR. The rate quoted in foreign currency will be negotiated and finalized during PNC with L1 vendor only.

(cc) Refer "Taxes and Duties" clause regarding submission of other required documents like PAN, TRC etc. for payment of service bills.

(c) Payment Terms for submission of Binding Data, Drawing, QAP (If applicable):
100% payment shall be made through TT/SWIFT within 30 days after delivery of the requisite document and against submission of a bank guarantee for an equivalent amount.

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

B. <u>Payment Terms for Indigenous Vendor:</u>

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

Payment of 100% of the value of the purchase order or individual line item, with full taxes and duties shall be made through ECS/NEFT within 30 days against submission of GST e-invoice through OBPS portal with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal and against submission of Performance Bank Guarantee for 5% value of the order valid till expiry of guarantee/warranty period plus two months.

OR

Payment of 90% of the value of the purchase order or individual line item, with full taxes and duties shall be made through ECS/NEFT within 30 days against submission of GST e-invoice through OBPS portal with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal.

Balance 10% payment will be made through ECS/NEFT against online submission of claim invoice /claim letter through OBPS portal supported with receipt inspection certificate (i.e. ICGRN) as appeared in OBPS portal and Performance Bank Guarantee (PBG) of 5% in GRSE format having validity till expiry of the guarantee period plus two months else balance 10% will be release after expiry of guarantee period.

(bb) For Service/ Service Engineer & For Training: (If applicable as per SOTR / SOR)

Payment of 100% of the value of individual line item, with full taxes and duties shall be made through ECS/NEFT within 30 days against submission of GST e-invoice through OBPS portal with work done / completion certificate or training completion certificate duly certified by GRSE/WOT/SS (whichever is applicable) for the respective services and subject to compliance of labour laws and statutory dues where ever applicable.

(cc) Payment Terms for Submission of Binding Data, Drawing, QAP (If applicable):
100% payment shall be made through NEFT within 30 days after delivery of main equipment.

C. <u>Shipping Document Instruction:</u>
Advance copies of shipping documents like Invoice, AWB/Bill of Lading, Packing List etc. must be directly sent to email ID (chouksey.neelesh@grse.co.in) for the purpose of:
(a) Check against any discrepancy and feedback to Supplier for correction, if any, required.
(b) Ground work for custom clearance formalities.

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

Note: -

(i) In case Security Deposit Bank Guarantee [SDBG] is applicable against this order and not submitted by the vendor, payment will be processed **after deduction of equivalent amount and applicable** interest @ SLR plus 2% p.a. for the delayed period of submission.
(ii) All vendors having turnover above Rs. 5 Crore have to mandatorily submit E-invoice.
(iii) 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).
(iv) Gate entry date will be treated as gate stamped date.
(v) Invoice in hard copy is not desirable.
(vi) Work Done / Completion Certifying authority must be at least at the level of Dy. Manager.
(vii) Transaction fee of ₹ 500.00 for first return and ₹ 1000.00 for subsequent return of bill with inappropriate documents will be charged.
(viii) Bidders are required to confirm clear acceptance of the aforesaid payment terms. In case of deviation, GRSE reserves the right to reject the offer against the tender.
(ix) Bank Guarantees in PDF format is to be uploaded by vendor in the OBPS portal.

12. <u>BANK DETAILS OF GRSE :</u>

Bank details of GRSE :
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD
Bank Name : State Bank Of India
Branch Name : Commercial Branch
Address : 24, Park Street, Kolkata – 700 016

Account Type	: Cash Credit Account
Account No	: 10945133828
MICR Code	: 700002120
IFSC Code	: SBIN0007502

13. TAXES & DUTIES :-

(a) For Foreign Vendor:

(i) All taxes, duties, levies etc. as applicable outside India will be borne by the Seller / Vendor.

(ii) All taxes, duties, levies etc. applicable in India will be borne by GRSE. However, withholding tax (applicable as per Indian Income Tax law) for provision of Technical Services (like Technical assistance, training, license fees etc.) by Foreign supplier shall be deducted from Service bill and payment shall be made after deducting the withholding tax amount. The withholding tax amount so deducted shall be deposited by GRSE to Indian Income Tax Authority. Bidder must include this withholding tax in their Price Bid. If foreign bidder does not agree with deduction of withholding tax, then tax amount applicable (as per Indian Government's rules) as on tender closing date shall be loaded with price bid for L-1 determination.

(iii) The bidder is required to submit HSN code in their Part-I bid.

(iv) For clearance of any payment related to the Technical services (like Technical Assistance, Training, License Fees, etc.) rendered by the foreign seller/supplier, the foreign seller/supplier must submit Permanent Account Number (PAN) of foreign seller/supplier under Indian Income Tax Law, Tax Residency Certificate of foreign seller/supplier in their country, and/or following documents: -

(aa) Name, E-mail ID, Contact Number of Firm.

(bb) Address in the country or specified territory outside India of which the deductee is a resident.

(cc) A certificate of his being resident in any country or specified territory outside India from the Government of that Country or specified territory if the law of that country or specified territory provides for issuance of such certificates.

(dd) Tax identification Number of the deductee in the country or specified territory of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of that country or the specified territory of which he claims to be a resident.

(v) The Foreign bidder (seller) shall bear and pay Import Duty [Basic custom duty (BCD), IGST, Safeguard duty, additional Custom duty, NCDD, Cess etc.] applicable at Indian Port for replacement against short supply, damaged, defective items of imported equipment. If such duty is paid by GRSE, same shall be recovered by adjusting any payment due to seller.

(vi) Custom Duty on the value of Container (excluding content of Container) shall not be paid by Purchaser. The shipper/shipping line is required to file required bond in Indian custom department.

(b) For Indigenous Vendors:

(aa) Goods and Service Tax (GST):

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

(ii) In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism. The amount of GST to be paid by GRSE shall be deducted from vendor's bill.

(iii) Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service provides (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.

(iv) If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.

(v) If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.

(vi) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).

(vii) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.

(viii) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.

(ix) The Supplier/Seller must submit original tax invoice or debit note to GRSE (buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE (Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.

(x) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

(xi) TDS @2 % or as applicable shall be deducted on the payment made or credited to the supplier where the total value of supply (supply of Goods or services) under a contract exceed Rs.2,50,000/- excluding GST. However, no deduction shall be made if the location of the supplier and the place of supply is in a state or Union Territory, which is different from the state, or as the case may be Union Territory of the registration of recipient.

14. <u>SECURITY DEPOSIT (SD) [INTEREST FREE] :- Applicable</u>

I. 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.

II. SDBG for 5% of order value excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO.

III. SDBG (in GRSE Format) shall be kept valid till delivery period plus two months.

IV. The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.

V. In case of failure to submit the Security Deposit within 15 days of transmission of the order, Recovery of Penal Interest as mentioned in payment terms shall be applicable and GRSE reserves the right to cancel the order invoking the risk purchase clause.

VI. 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..

VII. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by GRSE

VIII. In case of non-extension / non-renewal as requested, GRSE shall encash the BG before expiry of its validity period.

IX. **Only GRSE registered bidders are exempted from the submission of SDBG. For Exemption, bidder has to submit permanent vendor code issued by GRSE or latest valid vendor code issued by GRSE.**

X. 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.

15. <u>PERFORMANCE BANK GUARANTEE [PBG] :-</u> <u>Applicable</u>

I. For claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 5% value of purchase order, in GRSE's format on a non-judicial stamp paper of ₹ 100/, valid for the guarantee/warranty period, must be furnished towards Performance Guarantee.

II. The Bank Guarantee should be executed on the non-judicial stamp paper of ₹ 100/- which should be obtained in the name of the executing Banker.

III. The Bank Guarantee must explicitly mention the GRSE SAP purchase order number failing which the Bank Guarantee will not be accepted.

IV. In case a single stamp paper of ₹ 100/- is not available, stamp paper of multiple denomination is acceptable provided serial number of such stamp paper are consecutive and are purchased on the same date.

V. The Bank Guarantee should be executed strictly as per GRSE's format [GRSE standard format is given at Annexure-C/D of this enquiry]. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal.

VI. The hard copy / original Bank Guarantee must be submitted by vendor's bank in banker's sealed envelope directly to the dealing officer of Commercial Shipbuilding department / ordering department. Bank Guarantee in PDF format is to be uploaded by vendor in the OBPS portal.

VII. Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

16. <u>GENERAL RULE OF ALL BANK GUARANTEES :-</u>

(a) The Bank Guarantee shall be from scheduled Banks (promulgated by RBI) other than Co-operative Banks in approved GRSE format, which means the schedule Bank (promulgated by RBI) shall be guarantor / surety to GRSE.

(b) It is the distinct condition of the Bank Guarantee that no suit or action for the purpose of enforcing any claim in respect of the Bank Guarantee shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India and the parties agree to exclusively submit to such jurisdiction.

(c) BG is to be submitted in currency of order.

(d) In the event of postponement of completion period or extension of guarantee desired & sought by GRSE, the Bank guarantee has to be extended till the extended period desired by GRSE.

(e) The charges for extension of BG shall be payable by the Principal Contractor / Contractor / Seller in case delay in completion of supply / service / works / project is not attributable to GRSE. The BG shall be interest free.

(f) All Bank Guarantee shall be en-cashable in Kolkata.

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

(h) Bank Guarantee should be executed strictly as per GRSE’s Format.

(i) All Bank Guarantee is to be sent directly by Seller’s Banker in a sealed envelope to the following address. BG may also be forwarded in SWIFT mode through GRSE’s banker. All foreign banks’ guarantees’ will be in ‘SWIFT’ mode advised by a bank located in India acceptable to GRSE.

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

17. INSPECTION & TESTS & CERTIFICATION :-

(i) "Inspection Authority" for "Stern Thrusters & Tunnel Thrusters" : As per relevant clause of the **SOTR_GT24100003M [65 pages]**.

(ii) Inspection Authority for **vessel** :- The **vessel** shall be classed with ABS as the primary class. In addition, it is classified under dual class with IRS.

(iii) Preliminary inspection at Seller's works by Inspector shall not prejudice Purchaser's claim for rejection of the equipment on final inspection at Purchaser's premise or claims under warranty provisions.

(iv) Joint Receipt Inspection (JRI) will be carried out within 30 days of arrival of equipment at Buyer's premise by Buyer's representative, Buyer's Customer's representative (if applicable) and Seller/Supplier's representatives. The Seller/Supplier is required to depute their reps at GRSE within 07 days from date of intimation by email for JRI. If supplier is not able to depute reps within 07 days, GRSE will carry out receipt inspection in absence of reps of OEM. The JRI shall be forwarded to Seller within 30 days of date of JRI. Any discrepancies / shortfall found during receipt inspection are to be made good by supplier immediately free of cost. In case equipment manufacturer/ vendor's representatives desire to attend JRI, the bio data of the equipment manufacturer/ vendor's representative will be communicated fifteen (15) days prior to the dispatch of goods to the shipyard for obtaining the necessary security clearance.

18. INSPECTION CHARGES : -

- **Prices quoted should be inclusive of inspection charges / Drawing Approval / QAP approval / Type Test (If any) / FAT / In-process Inspection, sample testing (If any) etc. wherever applicable as per SOTR requirement. No separate inspection charges shall be paid by GRSE.**

19. EXCHANGE RATE VARIATION (ERV) CLAUSE :-

(a) Foreign Exchange (FE) Elements:

Indigenous bidders quoting for equipment having imported components should clearly state the FE Content (%) in their bids along with rate of exchange and date of base rate in their bids. The Exchange Rate of State Bank of India (SBI Selling Rate) as on tender closing date will be considered as Base Rate for the purpose of ERV if it is higher than rate quoted by bidder. If the quoted prices include F.E. elements, the same shall be clearly indicated separately in the Price Bid for each yard. No upward revision in F.E. content, once specified in the purchase order based on vendor's quote, will be entertained.

(b) F.E. Variation and Cut-Off Date:

1. An ERV clause is applicable where the delivery period is more than one year and there is stated FE content.
2. The date of reckoning for ERV consideration shall be the tender closing date (rate as per exchange rate of State Bank of India (SBI Selling Rate)).
3. Exchange rate variation shall be applicable on the date of Bill of Lading / contractual delivery whichever is earlier. ERV shall be reimbursed subject to submission of proof and limited to FE content in vendor's offer / actual whichever is less.
4. FE variation upto +/- 2% to be absorbed by either side. FE Variation only on the percentage beyond +/- 2% (i.e. upward or downward) at the time of actual import shall be reimbursed/recovered by GRSE.
5. No ERV shall be payable on the portion of contract price paid to the contractor as an interest free advance. Wherever stage payment, if any, is allowed with reference to procurement of bulk material, ERV will be limited to the date of such procurement or upto a date three months before scheduled delivery whichever is earlier.
6. Following documents are generally required for claiming ERV :-
    i. A bill of ERV claim enclosing worksheet (enclosed worksheet to be certified by Internal Auditor of vendor or by a CA).
    ii. Banker's Certificate / Debit Advice detailing FE paid and Exchange Rate, Date of the transaction.
    iii. Copies of import orders placed on the suppliers.
    iv. Invoice of supplier for the relevant import orders.
    v. All copies of documents are to be countersigned/authenticated by vendor's authorized signatory.
    vi. **Bill of entry clearly stating that "Items are for use by GRSE in NPOL, ARS project".**

20. CONSIGNEE :-

Materials are to be delivered at GRSE Stores, Main unit, 43/46 Garden Reach Road, Kolkata – 700024 and/or GRSE Stores, RBD unit, 44 Garden Reach Road, Kolkata – 700044.

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

21. INTEGRITY PACT (IP) :-

The Integrity pact essentially envisages the agreement between prospective vendors / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. The 'Integrity pact' dully filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp. The Integrity Pact shall be in Non-Judicial Stamp Paper and notarized by Public Notary (authorized by Government of Exporting Country for foreign bidders).

Independent External Monitors (IEM):

Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

Shri Lov Verma, IAS (Retd.), B-12, Second Floor, Green Park Extension, Near Uphar Cinema, New Delhi – 110016 Email: lov_56@yahoo.com	Shri Debashis Bandyopadhyay, Ex- Director (HR), BHEL B1001 Prateek Wisteria, Sector 77, Noida Uttar Pradesh – 201301 Email: debashis9999@gmail.com

(Note: - In case of any change in IEMs, it will be informed to bidders accordingly.)

Format of Integrity Pact available under tab https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding.

22. LIQUIDATED DAMAGES :-

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.

23. RISK PURCHASE :-

For unsatisfactory progress even before contractual delivery date or delay in delivery, non-submission of SDBG (If applicable) within the contractual submission due date and non-submission of progress report (If applicable), delay in submission of Drg,/QAP (If applicable), GRSE shall have the right to cancel the part order/ whole contract and procure materials from alternative source completely at the suppliers risk and cost. The differential amount for the risk purchase has to be paid by the supplier to GRSE within 01 week from the date of cancellation of P.O or GRSE will recover amount from any of the payable bill of the supplier. GRSE also reserve the right to hold any payable invoice to recover such amount after issue of Risk Purchase notice.

24. ARBITRATION :-

ARBITRATION CLAUSE FOR INDIGENOUS COMMERCIAL CONTRACT

a. lf 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 shalt 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.
b. ln 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.
c. 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.
d. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
e. ln 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 Calcutla 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 Calcutla for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as if deems fit and proper.
f. 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 Calculta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sore Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
g. 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.
h. The language of the proceeding shall be in English.

ARBITRATION CLAUSE FOR INTERNATIONAL COMMERCIAL CONTRACT

(i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a sole arbitrator under the laws of India.

(ii) The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC , shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.

(iii) Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC.

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

(v) In the event of the death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e, IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.

(vi) The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.

(vii) If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e, IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.

(viii) The cost of the Arbitration including the Arbitrator's, remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.

(ix) The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator.

(x) The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.

(xi) The language of the proceeding shall be in English.

25. JURISDICTION :-

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

26. OPTION CLAUSE :-

(a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 30% of originally contracted quantity of any line item (including spares/tools etc.) within original period of contract (to successful bidder/bidders) at same rates and terms of contract subject to there being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices.

(b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.

27. MICRO & SMALL ENTERPRISES (MSES) :-

- The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.

- The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- Relevant document, Udyam Registration Certificate [latest/current] for manufacture/supply of tendered goods/services, must be submitted along with the offer for such purpose to claim the benefit.

28. PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) :-

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

29. LAND BORDER :-

(a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.

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

(c) Please refer tab https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding for details of the clause.

30. BREACH OF OBLIGATION :-

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

(i) Bidder has withdrawn / modified / amended / impaired / derogated from the tender during the period of bid validity.

(ii) Bidder fails or refuses to execute the contract upon notification of acceptance of bid by GRSE during the period of bid validity.

31. RIGHT TO REJECTION :-

Notwithstanding anything contained in this tender Document, GRSE reserves the right to accept or reject any offer and to annul the bidding process and reject all Proposals, at any time without assigning any reasons, and without thereby incurring any liability or any obligation for such acceptance, rejection or annulment to inform the affected bidder or bidders of the grounds for

GRSE's action. GRSE reserves the right to invite revised Technical bids and /or revised price bids from Bidders with or without amendment of the tender at any stage, without liability or any obligation for such invitation and without assigning any reason. GRSE reserves the right to reject any offer if the Bidder does not respond promptly and thoroughly, to requests for supplemental information required for the evaluation of the offer.

32. DISCLAIMERS AND RIGHTS OF PROCURING ENTITY :-

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

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

33. ADDITIONAL INSTRUCTIONS :-

- ✓ Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.

- ✓ GRSE’s standard terms and conditions are available in the company website under the tab https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.

34. OFAC - OFFICE OF FOREIGN ASSETS CONTROL :-

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

35. QUALITY :-

The Seller is to confirm that the goods/stores to be supplied under the Contract shall be new i.e., not manufactured before 2024. All Test & Trials and Inspection will be conducted as per Class requirement and Specification and scope of work.

36. PRODUCT SUPPORT :-

The vendor agrees to provide product support for the stores, assemblies/sub-assemblies, fitment items and consumables, maintenance, tools/test equipment/parts/consumables subcontracted from other agencies/manufacturers by the vendor for a minimum period of 10 years. Besides mandatory period, the Seller would be bound to give at least two years notice to the Buyer prior to closing the production line so as to enable a life time buy of spares before closure of the said production line.

37. SECRECY CLAUSE :-

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

38. E-PORTAL AND E-TENDER GUIDANCE :-

(a) Registration in GRSE e-portal is mandatory to participate in all GRSE e-tenders.

(b) Procedure for registration to Final bid submission is available on the right corner of e-portal home page (https://eprocuregrse.co.in) vide link "Bidders Manual Kit". Bidder may download manual kit for detail procedure. The brief for registration in GRSE e-portal link - mentioned below,

  (i) Go to the URL / Link: https://eprocuregrse.co.in

  (ii) On that page go the "online bidder enrolment" link (just below "login" bottom right side of the page).

  (iii) Do the registration process complete, (filling the details of registration form)

  (iv) Generate your password from Forgot or Generate password in Home page

  (v) Signing the DSC (Digital Signature Certificate) with the login and password.

39. REVERSE AUCTION :- Not Applicable

40. DECLARATION OF LOCAL CONTENT :-

- As per Public Procurement (Preference to Make in India) Order no. P-45021/2/2021-BE-II dated 15.06.2017 and subsequent amendments / revisions issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry
- All participants/bidders are required to declare the local content of their offered product/system as per the attached Annexure A.

41. FALL CLAUSE :-

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

42. FRANKING CLAUSE

In Case of Acceptance of Store(s): The fact that the goods have been inspected after the delivery period and passed by the Inspecting Officer will not have the effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract.

In Case of Rejection of Store(s): The fact that the goods have been inspected after the delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.

43. VARIATION OF ITEM QUANTITY :-

GRSE reserves the right to change the quantity of line item during execution of this contract if agreed/discussed during TNC/CNC/PNC.

44. CONTACT DETAILS FOR QUERIES :-

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

Query	Name	Contact Number	Email
Technical Specifications	Mr. Surajit Bhandari SM (CDO)	(+91) 9874312507	Bhandari.Surajit@grse.co.in
	Mr. Zaya Hasan Raja (AM),	(+91) 8507151925	hasan.zaya@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 94334 84780	Bose.ParthaSarathi@grse.co.in
	Neelesh Chouksey Manager (CSB)	+91 7089907756	Chouksey.neelesh@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

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

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

Neelesh Chouksey
Manager (CSB-SCM)
Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024 (INDIA)

ANNEXURE - A

DECLARATION CERTIFICATE FOR LOCAL CONTENT

< to be submitted by the Bidder in their organization letter-head >

As per Public Procurement (Preference to Make in India) Order no. P-45021/2/2021-BE-II dated 15.06.2017 and subsequent amendments / revisions issued by the Department for Promotion of Industry and Internal Trade, Ministry of Commerce and Industry

The 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local Supplier'/ 'Class-II Local Supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

In cases of procurement for a value in excess of ₹ 10 crores, the 'Class-I Local Supplier' / 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

The local content calculated using the definition/given above are as under :

Tender Item Sl. No.	Local Content %	Location of Local Value Addition (Location shall be the specified as name of city or district etc. location as name of country will be considered as ambiguous and such bids shall be rejected)
1		
2		
3		

- Attach separate sheet, duly signed, if space is not sufficient.

Signature : Date :

Name of signing authority :

Seal/Stamp of Bidder :

ANNEXURE - B

LAND BORDER DECLARATION

< to be submitted by the Bidder in their organization letter-head >

REGISTRATION REQUIREMENT (DPIIT) AND SUBMISSION OF CERTIFICATE

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. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.

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:
   a. 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 –
      aa. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
      bb. "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;
      a. 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;
      b. 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;

c. 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;
d. 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. However, a bidder is permitted to procure raw materials, components, sub-assemblies, etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not registered as 'sub-contracting'.

VII. Notwithstanding, in case a bidder has proposed to supply finished goods procured directly/indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority.

VIII. 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.

i. Certificate for Tenders

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

ii. Certificate for Tenders for Works involving possibility of sub-contracting

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

For: …………………………
Authorised Signatory……………………..
Stamp……………………….
Date………………..

ANNEXURE - C

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

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

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

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

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

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

SEAL of the Bank

ANNEXURE - D

FORMAT FOR CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

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

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

Dear Sirs,

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

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

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

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs……………..(Rupees…………………………………………..only) and it shall remain in force up to and include…………………………………….and shall be extended from time to time for such period, as may be desired by…………………………………..(name of the seller) on whose behalf this guarantee has been given.

Dated this day of ,200 at

WITNESS

Signature of Bank's Authorised Signatories with Code No., Name, Designation and Bank Stamp.

Signature, Name and Office Address

ANNEXURE - E

ECS FORMAT

< for new / unregistered vendors of GRSE>

VENDOR'S NAME : ______________________

ADDRESS : ______________________

VENDOR'S REGISTRATION CODE NO. WITH GRSE : ______________________

DESIGNATED BANK A/C NAME : ______________________

BANK A/C NO. : ______________________

NATURE OF ACCOUNT : ________ ________ ________

SAVINGS CURRENT OTHERS*

(Please give details)

NAME OF BANK : ______________________

BANK BRANCH ADDRESS : ______________________

BANK CODE : ______________________

MICR NO. (9 DIGITS) FOR PAYMENT : ______________________

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

DATE OF EFFECT :

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

(______________________)

Signature of the Investor/Customer

Date :

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

Bank's Stamp : (______________________)

Signature of the Authorised/Official of Bank

Date : Form of the Bank

ANNEXURE - F

TO BE SUBMITTED IN BIDDRR'S LETTER HEAD

FORMAT FOR UNDERTAKING/ DECLERATION, TO BE FURNISHED ON COMPANY LETTER HEAD WIRH 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 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 as on 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 as on date.

For: …………………………

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

Place……………..

ANNEXURE - G

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

INTEGRITY PACT

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

and

……………………………………... hereinafter referred to as "the Bidder / Contractor"

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

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

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons

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

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

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

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

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

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

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

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

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

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

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

Section 4 – Compensation for Damages.

(1) If the *Principal* has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit /Bid Security.

(2) If the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5, - Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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

(1) The Bidder(s) /Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

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

Section 8 – Independent External Monitor /Monitors

(l) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.

(3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.

(4) The Principal will *provide* to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.

(8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

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

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

Section 10 – Other provisions:

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

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

Place ……………………..

Date ……………………..

Witness 1:
(Name & Address) ……………………………………………..

Witness 2:
(Name & Address) ……………………………………………..

Signature Not Verified

Digitally signed by NEELESH CHOUKSEY
Date: 2025.06.06 16:22:06 IST
Location: PSUs of Ministry of Defence-DEFPSU