



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/PK/MPV/OT/CARGO LASHING/037/ET-3132 dated 09 January 2025

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the "Supply of of CARGO LASHING EQUIPMENT" for 7500 DWT Multi-Purpose Vessel Project (GRSE yard nos. 3050 to 3057): -

GRSE Project	Multi-Purpose Vessel
GRSE Yard Numbers	3050 to 3057 [08 ship sets]
Tendered Item Description	Supply of CARGO LASHING EQUIPMENT
GRSE Indent Numbers	1000056681 - 88 dated 05.12.2024
Tender Number	CSB/PK/MPV/OT/CARGO LASHING/037/ET-3132 dated 09 January 2025
Portal	https://eprocuregrse.co.in
Nature of Tender	Open (Buyer Nominated)
Reverse Auction	Not Applicable
Date of Pre-Bid Meeting (if required)	16-01-2025 (10:00 hrs IST)
Bid Submission Start Date & Time	20-01-2025 (12:00 hrs IST)
Last Date & Time of Receipt of Tender	24-01-2025 (12:00 Hrs IST)
Date & Time of Opening of Tender	25-01-2025 (12:00 Hrs IST)
EMD	₹ 2.0 lacs
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

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

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

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

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

Enclosure List:

1. Technical Specification for CARGO LASHING EQUIPMENT, Rev: 04 [TSP NO: CDO/HOF/MPV/3 dated 03.01.2025 – 25 pages].
2. SOTR Matrix
3. Technical Bid
4. Commercial Bid Matrix
5. NIT Matrix
6. Price Bid (BOQ)

INSTRUCTIONS TO BIDDERS

ITEM : SUPPLY OF CARGO LASHING EQUIPMENT
PROJECT / YARD : MULTI-PURPOSE VESSEL (MPV) / GRSE Yard Nos. 3050 to 3057

1. SCOPE OF SUPPLY :-

Supply of CARGO LASHING EQUIPMENT. For GRSE yard nos. 3050 to 3057 [08 ship sets] as per Statement of CARGO LASHING EQUIPMENT, Rev: 04 [TSP NO: CDO/HOF/MPV/3 dated 03.01.2025 – 25 pages] detailed in the Annexure-II of the NIT.

2. MAKE/MODEL :-

Make/Model	:	SEC or International Lashing Systems or MEC Container Safety Systems
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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.	Yard / Ship No.	Delivery Date at GRSE
1	1 st Ship - 3050	December 2025
2	2 nd Ship - 3051	March 2026
3	3 rd Ship - 3052	June 2026
4	4 th Ship - 3053	June 2026
5	5 th Ship - 3054	December 2026
6	6 th Ship - 3055	February 2027
7	7 th Ship - 3056	April 2027
8	8 th Ship - 3057	June 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 for Indigenous Bidders:
 - aa. FOR GRSE Kolkata (Main Unit, 43/46, Garden Reach Road, Kolkata-700024, India and/or RBD unit, 44 Garden Reach Road, Kolkata – 700044) [Door Delivery to GRSE Store at Kolkata. Consignee address may change at the time of delivery. No price escalation and delivery extension is allowed on account of change of Consignee. Bidder is requested to refer the Consignee clause of this "Special Commercial Terms and Conditions".
 - bb. FOR is India specific trading/delivery term. The risk of loss or damage shall be transferred from seller to buyer at GRSE Kolkata. FOR price includes Cost of manufacturing, Inspection Charge, Packing & Forwarding charge, Loading Charge, Transportation, Insurance charge up to GRSE Kolkata and unloading charges at GRSE's premise but not limited to these. Seller is responsible till delivery at GRSE, Kolkata in regard to supply of material.
 - cc. Indian Bidder must quote freight and / or Insurance charges in percentage of FOR Price in Part-I Bid. Refer Annexure-III of the tender. In case of necessity, GRSE reserves right to place order on Ex-works basis. Bidder has to accept order on Ex-works basis, if GRSE desires to place order on Ex-works basis. GRSE will consider the freight and Insurance charges quoted by the tenderers for working out Ex-works price and accordingly GRSE may place order on Ex-Works basis. This is sole discretionary authority of GRSE, not obligation.

- d) In case of short supply, all materials are required to be despatched as per GRSE door delivery basis (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) The Incoterms® 2020 rules are applicable for this tender.
- g) 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.

6. **WARRANTY / GUARANTEE :-**

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

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

- (c) During guarantee / warranty period if any item/materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE within 07 days of notice of such defect. If any items are required to be removed from GRSE for defect repair, then Seller shall remove the same after submission of bank guarantee amounting to equivalent of the value of material to be removed and having validity of BG till the time of return of repaired/fresh material to GRSE and regiment to original equipment to GRSE. In case, materials are delivered in multiple consignments/lots, last date (actual) of delivery of consignment shall be reckoned for calculation of warranty date.
- (d) **Warranty / Guarantee extension:** Bidder to quote warranty / guarantee extension charges of Main Equipment with related Accessories and Spares for a period of 02 years. If GRSE desires to extend the warranty / guarantee period after placement of order, the charges for warranty / guarantee period extension quoted by the bidder shall be considered on pro-rata basis for the actual extension period. Irrespective of acceptance of the GRSE's warranty / guarantee clause by the bidders, the quoted warranty / guarantee extension charges applicable for a period of 02 years will be loaded for deciding the lowest bidder. In case a bidder does not quote warranty/ guarantee extension charges in their Part-II Price Bid, the said charges will be considered as 0% (Nil) while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 2 years beyond contractual agreed period. The placement of purchase order for warranty extension shall be at the discretion of GRSE (not obligation) and a separate order shall be placed if required by GRSE.

7. **SUBMISSION OF OFFER IN TWO BID SYSTEM :-**

Offer must be submitted in two parts as follows:

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

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

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

Note:

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

8. BID CURRENCY :-

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

9. BID REJECTION CRITERIA :-

- (a) **Categorical rejection criteria:** Any Bids received other than through e-portal (in case of e-tender) shall be summarily rejected.
- (b) **Liability rejection criteria:** Non-compliance / non-acceptance to any of the terms and conditions of the tender shall render the bid liable for rejection.

10. RANKING OF BIDS / DETERMINATION OF L-1 BIDDER :-

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

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

- This is a non-divisible tender and tender will be awarded to a single bidder on Totality basis.
- The ranking shall be made done "Cost to Company" (Net Landed Cost) basis.
- Warranty Extension charges for 1st and 2nd year starting from original date of expiry of Main Equipment, OBS etc. (Refer Warranty clause no. 7 of Annexure – I).
(Note: - The placement of PO for warranty extension shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)
- Re-Preservation charges for 1st and 2nd year starting from expiring of initial preservation period of Main Equipment etc. Number of Re-Preservation per year to be clearly indicated. Please also refer "Preservation, De-Preservation and Re-Preservation" clause indicated elsewhere in this enquiry.
(Note: - The placement of PO for Re-Preservation shall be at the discretion of GRSE and separate order shall be placed if required by GRSE.)
- Loading factors as applicable as per para (b) of this clause.
- 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.
- Taxes and duties, if no input Tax Credit is available to GRSE, is cost for GRSE.

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

The bid is liable for rejection, if terms and conditions stipulated in NIT documents are not accepted by bidder [Refer Liability for Bid Rejection criteria {9(b)} in Instruction to Bidder]. In case the techno-commercial bid is accepted by GRSE, the loading in Price Bid for deviations (taken by bidder) to tender terms shall be carried out as per following guidelines for the purpose of ranking of financial bid and L-1 determination:

- Payment Terms:** It is desirable that the bidder accepts the Payment terms indicated in the tender. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for public sector Banks) plus 2%, or 6% whichever is higher thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% or 6% whichever is higher in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.
- 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.

- (iv) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 6.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (20 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 8%) and the quoted price will be loaded accordingly by 2%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
 - (v) Deviation in respect of the period of warranty/guarantee shall be loaded to the quoted price @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents, if bidder does not quote for warranty period extension charge then @0.25% per month for period of warranty in deviation.
 - (vi) In respect of the requirement (with respect to NIT clause) for furnishing Bank Guarantee for Equipment Performance (specified number of months from date of supply or specified number of months from the date of commissioning of equipment or specified number of months from commissioning of ship whichever is earlier), the question of loading factor does not arise when the non-compliance is a bid rejection criteria. If it is not a bid rejection criterion, the variation shall be normalized by loading the quoted price by an amount equivalent to 10% of quoted price minus the quantum, if any, for which portion of guarantee is agreed to by the bidder.
 - (vii) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price be shall also be loaded appropriately (as decided by GRSE based on deviation taken by Bidder) in order to bring price bids of all qualified bidders at par and for L-1 determination.
 - (viii) The above loading is only for bid ranking (L-1 determination).
 - (ix) Sample Landed Cost Calculation and L-1 Bidder Determination is placed under tab <https://www.grse.in/CommercialShipBuilding/>.
- (c) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.
- (d) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder will be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / Technical negotiations / Commercial negotiations, etc.
- (e) Discount given, if any, by the bidders, after the last date for submission of the bids but before opening of the price bids, will not be considered for determining the ranking of bids. However, in the event of the Bidder emerging as the lowest evaluated Bidder without considering the discount/rebate(s), then such discount/rebate(s) offered by the Bidder shall be considered for Award and the same will be conclusive and binding on the Bidder.

11. **PAYMENT TERMS :-**

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

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

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

(b) For rendering Services.

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

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

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

- (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.

12. TAXES & DUTIES :-

(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.

13. PERFORMANCE BANK GUARANTEE [PBG] :-

- a) Performance Bank Guarantee (in GRSE format enclosed) for 5% of material value of supply items is to be submitted 30 days before dispatch of materials and the same shall remain valid till expiry of Guarantee/Warranty Period with a claim period of 01 month.
- b) In case GRSE desires to place purchase order for Warranty extension (as per provision of Tender), PBG is required to be extended by Seller till the extended warranty period plus 01 month claim period. In case PBG extension is not possible, fresh PBG (having same value as for original PBG) with validity period till extended till warranty period plus 01 month claim period is required to be submitted by Seller.
- c) No interest shall be paid by Purchaser for PBG or Performance Security.
- d) Bank Guarantee is to be sent by your Banker directly to the following address :- Dy. General Manager (Finance - VP), Garden Reach Shipbuilders & Engineers Ltd., GRSE 61 Park unit, 61 Garden Reach Road, Kolkata - 700 024, India.
- e) Bank guarantee to be issued by any reputed scheduled bank as promulgated by RBI (other than cooperative bank) or banks of international repute.
- f) Format provided in GRSE website under the head <https://www.grse.in/tender/CommercialShipBuilding>.

14. INSPECTION & TESTS & CERTIFICATION :-

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

15. CONSIGNEE :-

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

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

16. LIQUIDATED DAMAGES :-

In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier/vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 10% of the value of the order for delayed part.

17. RISK PURCHASE :-

If the materials are not supplied within the stipulated delivery period, GRSE reserves the right to procure the same or equivalent material from alternative source at the bidder's risk, responsibility and cost.

18. ARBITRATION :-

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a sole arbitrator under the laws of India.
- ii) The India International Arbitration Centre (IIAC), New Delhi on an application made by either of the parties and addressed to the Chairperson or the Registrar of IIAC, shall appoint a Sole Arbitrator under its applicable Rules. The procedure of the arbitration shall be governed by the applicable Rules of IIAC.
- iii) Both parties agree and accept IIAC for all arbitral references and have satisfied themselves about the neutrality and eligibility of the IIAC.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- v) In the event of the death, incapacity, resignation or inability for any reason whatsoever of the Sole Arbitrator, the appointing Institution i.e. IIAC, shall, on an application from any of the parties, appoint another fit and competent person as Sole Arbitrator to adjudicate on the issues originally referred in accordance with law.
- vi) The arbitrator shall be competent to grant interim orders and direct measures for interim protection to the parties.
- vii) If the arbitration award is set aside by a competent Court and unless the disputed issues are decided or otherwise ordered by the said Court, the appointing institution i.e. IIAC shall, on an application from any of the parties, appoint a new person as Sole Arbitrator to adjudicate such disputes and differences in accordance with laws in force in India.
- viii) The cost of the Arbitration including the Arbitrator's, remuneration, stenographer and clerk's charges, etc., unless decided otherwise by the Sole Arbitrator, shall be shared equally by the parties.
- ix) The Administrative costs and expenses of IIAC, if any, shall be borne by the respective parties as per the IIAC Rules, unless otherwise directed by the Sole Arbitrator. GRSE LTD. Procurement Manual Fifth Edition Page 268
- x) The seat/venue of the Arbitration unless otherwise decided by the Sole Arbitrator shall be Kolkata, India.
- xi) The language of the proceeding shall be in English.

19. 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.

20. OPTION CLAUSE :-

- (a) The Buyer reserves the right, but without any obligation to do so, to place order for additional quantity upto 30% of originally contracted quantity of any line item (including spares/tools etc.) within original period of contract (to successful bidder/bidders) at same rates and terms of contract subject to there being no downward trend in price (consent of supplier is not necessary) or if there is a downward trend, the supplier agreeing to reduce the price for the enhanced quantity duly matching with the fall in prices.
- (b) The Option clause can be exercised (if necessary more than once) provided the cumulative of the Option clause quantities exercised does not exceed the option clause quantity provided in the contract.
- (c) The Buyer shall also reserve the right, but without any obligation to do so, to decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice.

21. PURCHASE PREFERENCE POLICIES OF THE GOVERNMENT :-

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

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

22. LAND BORDER :-

- (a) Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.
- (b) All Bidders must submit Certificate in their letterhead as per following format. If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. Non-Submission of the certificate is one of the rejection criteria of the tender. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.
 - (i) Certificate for Tenders
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
 - (ii) Certificate for Tenders for Works involving possibility of sub-contracting
"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"
- (c) Please refer tab <https://www.grse.in/CommercialShipBuilding/> for details of the clause.

23. 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.

24. 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.

25. 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

26. ADDITIONAL INSTRUCTIONS : -

- ✓ Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.
- ✓ GRSE's standard terms and conditions are available in the company website under the tab <https://www.grse.in/CommercialShipBuilding/>. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.
- ✓ This tender enquiry is being issued for 08 ship sets.
The bid submitted against such tender enquiry should have a validity period of 180 days from the date of bid closing.
GRSE shall place firm order on the successful bidder quoting the lowest price for 04 ship sets within 90 days from the date of bid closing.
GRSE reserves it's right to place further order for upto 04 ship sets on the successful and lowest bidder within 180 days from the date of bid closing.
However, placement of additional orders for 04 ship sets is not guaranteed and is discretionary on the part of GRSE and on non-placement of such orders, no claim whatsoever of the bidder shall be entertained.

27. 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.

28. CONTACT DETAILS FOR QUERIES :-

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

Query	Name	Contact Number	Email
Technical Specifications	Monoj Kumar Saha Dy. General Manager (Design)	(+91) 33-2469 8101 +91 76040 84616	Saha.MonojKumar@grse.co.in
	Abhimanyu Badhavath Sr. Manager (Design) (Hull)	(+91) 33-2469 8101 +91 83340 30203	Badhavath.Abhimanyu@grse.co.in
	Akey Sai Pradeep Manager (Design) (Hull)	(+91) 33-2469 8101 +91 85839 79499	Akey.Saipradeep@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 94334 84780	Bose.ParthaSarathi@grse.co.in
	Padmawati Kisku Sr. Manager (CSB)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

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

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

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