

:: NOTICE INVITING OPEN TENDER ::

Garden Reach Shipbuilders & Engineers Limited, a leading Warship Builders and Engineering Product Company, invites vendors only to submit **two-part (Part I- Techno-Commercial & Part II-Price) bids** through Government e-Market Place (GeM) Procurement Portal for Supply of “following items” for GRSE YARD No. 3037 – 3040 (NGOPV)

Tender No. निविदा संख्या : :	NCM/SK/OT/09CFM PORTABLE COMPRESSOR/NGOPV/RA-3393	
Job Title कार्य का नाम:	“Procurement of 09CFM Portable Compressor”	
	Onboard Spares	
	Tools	
	Installation and Commissioning Spares	
	Documentation	
Yard no.	GRSE YARD NO.3037-40	
Tender issuing Dept. बिभाग द्वारा जारी:	NCMPD 61, Park GRSE Ltd.	
Pre Bid Meeting बोली-पूर्व बैठक	Not Applicable	
Note: (i) Bids are to be submitted as per SOTR & MOM of Pre-Bid meeting. (iv) Reference SOTR/drawing enclosed		

1. Nature of Tender : Open domestic
2. Type of Divisibility of tender : Not Divisible
3. Last date & Time of Receipt of Tender : As indicated in portal
4. Date & Time of opening of Tender : As indicated in portal
5. Technical Specification & Scope of Supply : As per **SOTR No : GT592400001 REV.0**
6. Other Commercial Terms : enclosed.
7. Delivery/ Shipment : As per technical bid and commercial terms
8. Tender can be down loaded from web site.
9. Tender / Bid formats are to be downloaded from Portal and Offers in filled-in formats are to be uploaded.
10. GRSE reverse the right to cancel the tender at any stage, if any such situation arises in future.
11. Whether GRSE will open the tender as per schedule or extend the offer submission due date is completely under purview of GRSE.
12. GRSE reserve the right to negotiate the price with L-1 bidder, as per existing procedure of GRSE.
13. Tender Fees: Not Applicable
14. Earnest Money Deposit: Rs 1,00,000.00
15. GRSE reserve the right to change the quantity of any line item before finalization of the P.Os. place the partial P.Os (Yard wise)
16. Type of Divisibility of tender : Non divisible

Note :- In case of withdrawn of offer by any participated firm at any stage of finalization of the order, GRSE may take the following actions:-

Issue of tender holiday to the firm (ii) Firm's will not be issued any tender for any items for a period/ project etc .(iii) In case the firm, participated in open tender, the offer may be rejected (iv) Firm will be restricted for vendor registration at GRSE/renewal of vendor registration at GRSE.

In addition, with the above, GRSE will take necessary action against the firms as deemed fit.

S. Kumar

Senior Manager (NCM)

M/s. Garden Reach Shipbuilders & Engineers Limited,
2nd Floor, Commercial Dept.
61 Park, Ram Nagar, Garden Reach Road,
Kolkata-700 024 (INDIA)

Enclosure List:

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The followings are also attached: -

- (a) Details Technical bid i.e details list of deliverables, to be submitted without indicating any price along with Part-I i.e Techno-Commercial bid.
- (b) Price Bid:- details list of deliverable with price to be submitted as a attachment to price bid
- (c) Commercial terms acceptance matrix: to be submitted duly filled with Part-I i.e techno-commercial bid
- (d) SOTR
- (e) SOTR acceptance matrix to be submitted duly filled with Part-I i.e. techno-commercial bid

Instructions To Bidders

ITEM : SUPPLY OF 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040**Two Parts Bid Clause:**

The Offers must be submitted in two parts:

- (a) **Part I (Techno Commercial Bid):** No price should be mentioned in this bid or offer will be liable for rejection. The bidder shall ensure following to include in the Part-I bid: GRSE registered firms for tendered item are exempted from submission of the document mentioned at sl. (i) to (v), **new vendor who are not registered at GRSE are not exempted to submit document mentioned at Sl. (i) to (v)**
- i. Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
 - ii. List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
 - iii. Audited / Certified Balance sheet, Profit / Loss account for past three (03) years and solvency certificate from banker.
 - iv. Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP).
 - v. Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
 - vi. Weight control Data sheet if applicable.
 - vii. Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
 - viii. Undertaking for product support if applicable.
 - ix. Bank details for payment by RTGS/NEFT in the format enclosed.
 - x. Bidders / Suppliers should enclose the additional documents as applicable to this tender.
 - xi. Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
 - xii. Bidder contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.
 - xiii. Firm to submit the signed and stamped copy of the Drg. along with the bid and to be filled up properly.
 - xiv. Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid.
 - xv. Firm to submit the all declaration enclosed with the tender.
 - xvi. It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.
 - xvii. Bidder Capacity declaration as per the **Annexure-XVI**.
 - xviii. **Earnest Money Deposit:** EMD amount of **Rs. 1,00,000/- (Rupees One Lakhs Only)** or is to be submitted in the form of Demand Draft (DD) or Bank Guarantee (as per GRSE format) issued by reputed Nationalized Bank (other than co-operative bank).
 - a. EMBG to be valid for minimum six **months** from last due date / extended due date of this tender.
 - b. BG to be issued in favour of **M/s. Garden Reach Shipbuilder's & Engineers Limited** or as Bank Guarantee (as per GRSE format). Bidders need to upload scan copy of EMD details in E-portal with Apart I bid i.e. techno-commercial bid and EMD as **DD in original** to be submitted within **07 days** from the date of opening of tender at Main Unit, NCM Department **addressed to Mr. S. Kumar, Sr. MANAGER (NCM), M/s. Garden Reach Shipbuilder's & Engineers Limited, 2ND FLOOR, 61 PARK, RAM NAGAR, Commercial Dept. Kolkata -700 024**" or **"EMDBG to "DGM (Fin-Corp), GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. 1ST FLOOR, 61 PARK, RAM NAGAR, KOLKATA- 700 024"**. Tender reference with date & due date & EMD should be clearly mentioned on envelope. If original EMD BG or DD not received within 07 days from tender opening due to any reason, bidder will be liable for that and offer is liable for rejection.
 - c. Earnest Money will be refunded to unsuccessful bidders in TNC /CNC within 30 days from the date of finalization of tender upon application by the bidder. EMD will be refunded to successful bidder on submission of SDBG (as per GRSE Format). In cases of withdrawal of bid during validity period or during any extension granted thereof, non- acceptance of agreed conditions

of Technical and or Commercial and or Price Negotiations, non-submission of the SPBG and / or non-acceptance of the order, the EMD be forfeited or encased as the case may be.

MSE vendors and SSI Units registered with NSIC single point vendor registration scheme for this product are exempted from the EMD subject to they have submitted the relevant certificate along with the techno-commercial bid valid as on tender opening date plus six months. (valid Relevant document, Entrepreneurs Memorandum (EM Part-II)/ NSIC Certificate/ Udyog Aadhar Memorandum (UAM) for manufacture/ supply of concern equipment/item must be submitted along with the offer for such purpose to claim the benefit). Expired or in process of NSIC /MSE/Udyog Aadhar certificate will not be considered to provide the benefit. Offer will be liable for rejection for non-receipt/ submission of relevant document against claim of non-submission of EMD.

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

1. Integrity Pact: The Integrity pact essentially envisages the agreement between prospective Bidder(bidder)s / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those Bidder(bidder)s/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and no submission of IP by the Bidder(bidder)s/bidders shall be categorically rejected and no further communication in this regard will be entertained by GRSE. The format of integrity Pact of both the Buyer (GRSE) are enclosed with tender documents. Integrity pact' dully filled as per enclosed formats to be submitted along with the offer. Hard copy of same to be forward to **GRSE Commercial Dept., 2nd Floor, 61 Park, Ramnagar, Kolkata -700024.**

2. Acceptance: The Acceptance matrix/formats enclosed. The Acceptance matrix/formats for commercial terms of the tender are to be downloaded from the e-tender portal and after due completion the same is to be uploaded along with the e-quotation by the bidder/Bidder(bidder). This is to facilitate the buyer to know at a glance the acceptance or deviation by the Bidder(bidder) regarding the commercial terms & conditions of the e-tender. The following is to be complied: -

- i. The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear non-compliance/non-acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
- ii. No conditional offer and hard copy of offer will be accepted.
- iii. Tender must contain offers/response for all line items as sought.

Part-II (Price Bid): Prices for each of the listed items have to be uploaded strictly in the prescribed format provided in the GeM Portal. Bids received other than GeM Portal will be rejected. Firm has to submit the details list of deliverables as per enclosed format by attaching the same in price bid. As per GeM Policy price in GeM site BOQ to be with GST, however firm to indicate the details break with rate of GST as per the attachment to price bid.

Bidder also provide their price offer for Price reduction for Advancement of delivery on per annum basis (maximum 01 year based on GRSE requirement) in percentage (%), Charges for Postponement of delivery on per annum basis (extendable upto maximum 01 year based on GRSE requirement) in percentage (%), Charges for warranty extension on per annum basis (extendable upto 02 years based on GRSE requirement) in percentage (%) & B&D spares in ILMS format along with the PRICE BID.

3. Bid Modification: Modification in bids, if any, is to be made by bidders prior to the tender closing date & time.

4. Revised Bid: During technical and/or commercial negotiation, in case the participating vendor indicate the need of submission of revised price bid but the same is not acceptable by the competent authority in due course, GRSE reserves the right to consider such bid to be disqualified on the ground under intimation to the relevant vendor before price bid opening.

5. Miscellaneous Instruction to bidder:

- (i) Tender document to be downloaded from GeM portal. Tender opening can be witnessed in team viewer in GeM-portal.
- (ii) If there are any clarifications, this may be obtained online through the tender site, or through the E-Procurement / GeM co-ordination cell. Contact details are given below:
E mail: mtl.eproc@grse.co.in Ph No. 033-24893902
- (iii) Bidder should take into account the corrigendum published before submitting the bid online.
- (iv) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

- (v) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.
- (vi) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids.
- (vii) Bidder is requested to resolve all the tender related queries during pre-bid meeting or prior to tender closing date. GRSE reserves the right to accept, clarify or reject the queries raised by the bidder.

7. GRSE purchase preference policy enclosed. Firm has to provide declaration in their letter head regarding the local content in their quote and submit the same along with techno-commercial bid. Rep. of Govt. Of India reserve the right to verify the same at time and take suitable action as deemed fit for them.

8. Policy for MSME is applicable for this tender. All updates in policies for MSME till price bid opening will prevail. To avail the MSME Purchase preference, Bidder(bidder) has to submit the valid MSE certificate along with techno-commercial bid. The MSE certificate will be considered valid for the preference to MSE bidder in this tender only if the same issued before tender closing due date and validity should be at least tender closing due date plus six months. It is sole responsibility of the bidder to update them on policies issued by MSME ministry. Policies for MSME will prevail upon Purchase Preference Policy for Make in India. Wherever L- 1 determination will be on totality basis, MSE bidder will be provided Purchase Preference of 100% quantity, if the MSE bidder falling under Purchase Preference as per MSME policy. The MSE shall submit letter of undertaking as per format attached at **Annexure XIII** that Bidder(bidder) declared that he is the manufacturer or service provider and not a trader.

9. PRICING:

- (i) Prices of all items/services listed in the price sheet format of the tender enquiry for delivery of the items/services as under:

Items/services	GRSE Order (for 4 Ship sets)
Main Equipment and Accessories	GRSE, Kolkata Store
OBS	GRSE, Kolkata Store
B&D Spares	Material Organization, Visakhapatnam

- (ii) The prices quoted shall remain Bidder(bidder) and fixed during the currency of the order / contract unless agreed otherwise by GRSE. Packing, Forwarding and Transportation charges should be included in the quoted price. Insurance shall be arranged by the bidder at their own cost.
- (iii) Packing details such as size, weight etc. of the equipment/items to be mentioned.

Note: In case it is mandatory to quote for all line items as per tender, then if it is found after opening of price bids that the price quoted for a particular line item is 'zero' then supplier has to supply this/these items free of cost to GRSE.

10. TAXES & DUTIES:

(a)Quote shall necessarily contain the amounts of Taxes and Duties as applicable, separately, duly indicating the base amount(s) and the applicable rate(s), under each of the heads. **This are shipbuilding items and services, hence applicable and payable GST rate is @ 5% & services @18%.**

Note: Concessional Rate of GST applicable for shipbuilding inputs (Applicable for Goods):

a) As per sr.no. 252 of Schedule I annexed to Notification no.01/2017- Integrated Tax (Rate) /Central Tax (Rate) dt.28.06.2017 issued by MoF, Shipbuilding Inputs are charged at 5% GST for "Parts of goods of heading 8901, 8902, 8904, 8905, 8906, 8907" under "Any chapter". Thus, the rate of GST shall be 5% for item/s to be supplied falling under any chapter that will become part of ship/vessels under heading 8901, 8902, 8904, 8905, 8906, 8907 irrespective of whether it is a mixed supply or composite supply.

b) On availing concessional rate of GST @ 5%, the vendor to indicate in the tax invoice the respective HSN Code of each item/s to be supplied as per CTH with a clarification note on the item description as (Parts of Ship (GRSE-Yard No: 3037 to 3040: GST applicable under Sl. No. 252 of Schedule-I of Notification No.1/2017-Integrated Tax (Rate) / Central Tax (Rate) dated 28th June, 2017) for charging 5% GST as parts of ship).

(b) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to GRSE.

(c) Wherever all-inclusive prices are quoted by the tenderer(s) without bifurcation of tax elements, no escalation can be considered in respect of any variations in statutory levies arising subsequently because of the absence of the required base figures in the purchase order / contract.

(d) TDS shall be carried out as per the existing Laws and Acts.

(e) Goods and Services Tax (GST):

i. The prevailing rate of GST is to be indicated in your blank rate sheet in part-I and in Price bid (Part-ii. Please visit GRSE website.

iii. For GRSE Provisional GST number is 19AAACG9371K1Z4

iv. Bidders shall mention their GST / TIN number in their offer positively.

v. Bidders shall mention the HSN (Harmonised System of Nomenclature) Number & SAC (Service Accounting Number) for the quoted items/services in their offer, invoices and tax documents.

vi. Suppliers shall follow all the provisions/requirements/timelines promulgated by the Government of India from time to time with reference to GST compliance.

vii. Indian Bidders who does not have GST/TIN number, shall not be eligible to quote for tenders /execute the orders.

viii. Where “applicable GST” has been quoted as extra, Bidder(bidder) has to give declaration that the benefit of Bidder(bidder)’s ITC has been factored in the prices quoted. Such declaration be given in technical bid.

ix. The invoices must mention HSN/SAC numbers as given by Bidder(bidder)s at the time of quote and reflected in the order. These numbers must be in accordance with GST Act 2017 and responsibility of specifying correct HSN no. / SAC no. in quote is that of Bidder(bidder). GRSE shall not be responsible for any error in HSN/SAC no specified by Bidder(bidder) however if any penalty is levied on GRSE or any loss of ITC to GRSE occurs or any delay in availing ITC by GRSE occurs due to such error Bidder(bidder) shall reimburse/ make good such loss within 15 days after intimation by GRSE.

x. Any delay in availing of ITC by GRSE beyond the time permitted by GST Act 2017 due to non-compliance by Bidder(bidder) shall be compensated by Bidder(bidder) by way of interest for such period at the rate promulgated by GRSE every quarter within 15 days after intimation by GRSE.

xi. Suppliers shall be responsible for the financial and non-financial consequences in case of non-compliance of GST provisions/requirements/timelines on their part.

(f) Custom Duty: Not reimbursable and not payable. Bidder quote should be including the Custom duty.

(g) End Use Certificate if applicable. Format to be provided by Bidder(bidder) immediately after placement of order.

11. BID REJECTION CRITERIA:

(a) Bids will be categorically rejected under following criteria:

(i) Bid received other than e-portal.

(ii) Submission of more than one offer by a same Bidder(bidder).

(iii) Bidder is not complying with SOTR requirement.

(iv) Bid submitted by Indian Bidder(bidder) other than INR. Bid submitted by the Bidder(bidder) other than Indian Bidder(bidder).

(v) IPs not submitted wherever applicable.

(vi) Not quoting on FOR GRSE for respective ships.

(b) Bids are Liable for Rejection under following criteria:

(i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in one week 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 2 weeks.

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

(iii) Bidder not complying with the Part I requirement (Pre-Qualification criteria) stipulated in Tender/SOTR.

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

- (v) Bid with technical requirements and or terms not acceptable to Buyers/Customers/External agency nominated as applicable.
- (vi) Unreasonably longer delivery period quoted by the bidder.
- (vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (viii) Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU (Subject to acceptance of GRSE) or variation in quantum of Security Deposit as mentioned in the tender.
- (ix) Bidder not agreeing to furnish required Performance Bank Guarantee for Equipment to be supplied/Services rendered or not agreeing for retention of equivalent amount by GRSE up to the period till completion of contractual & Warranty obligations or variation in quantum of PBG.
- (x) Bidder not agreeing for Warranty period as specified in the tender.
- (xi) Bidder not accepted the payment terms as per tender.
- (xii) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
- (xiii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, Bidder(bidder) to indicate 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.
- (xiv) Quote received with Price Variation Clause.
- (xv) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- (xvi) Delivery by High seas sales / Sales in transit.
- (xvii) Bidder does not quote for all line items where it is mandatory to quote as such.
- (xviii) Bidder not complying the GRSE's indigenization policy.
- (xix) 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.
- (xx) Any deviation is sought which are not acceptable to GRSE
- (xxi) Bidder has submitted more than one offer.
- (xxii) Bidder has submitted offer other than their offer.
- (xxiii) Bidder nor responding to GRSE queries, not attending TNC/CNC/PNC meeting within the stipulated date.
- (xxiv) Bidder requested for modification of bid post tender closing and the same is not acceptable to GRSE.
- (xxv) If the Bidder(bidder) is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE). If the Bidder(bidder) is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender. Bid submitted by Indian Bidder(bidder) other than INR.
- (xxvi) Indicating price in any document other than price bid.
- (xxvii) GRSE reserve the right may visit the facility/work of supplier during the TNC and CNC to access the capability and capacity. Details to be furnished by firm as per the Annexure-XVI, Non-meeting the capability and capacity of vendor as per the GRSE requirement, rejection of vendor in this regard is solely the right of GRSE.

12. Instruction for New / Unregistered Bidder(bidder)s:-

New / Unregistered Bidder(bidder)s to positively submit the following qualification criteria in Part –I bid, failing which their offer will not be consider further for tender evaluation.

- (a) Submission of the constitution and status of the Bidder(bidder).
- (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
- (c) Experience of supply / manufacture during last 5 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed), **if any, but not mandatory.**
- (d) Submission of GST registration certificate, PAN /TIN together with copies of trade license.
- (e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.
- (f) Name, address, telephone & Fax No. of the bankers and the contact person of the Bidder(bidder).
- (g) Hierarchy of the Bidder(bidder) (at least 3 person name to be mentioned in Commercial bid).

- (h) Scanned copies of the above documents are to be attached along with the techno-commercial bid. The original are to reach to the tendering authority / undersigned within the due date and time and failing which offer is liable to be rejected.

13. Instruction for All Bidder(bidder)s:

- (a) Your offer should be submitted within the scheduled date and time as mentioned in this tender.
- (b) Techno-Commercial Bid will be opened on the scheduled date and time through e portal.
- (c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those Bidder(bidder)s will only be opened, whose offer will be found suitable after technical & commercial evaluation.
- (d) As a general rule price negotiation with L1 Bidder(bidder)(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- (e) To avoid any complication regarding late receipt or non-receipt of offer, it is to be clearly noted that responsibility is lying with the tendered to ensure that the offer is submitted within the due date and time.
- (f) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.
- (g) Supplier to submit the tender fees and EMD prior to tender closing due date **(Not applicable for this tender)**.
- (h) For GRSE:- Suppliers/Bidder(bidder)s to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelop:
 - i. Purchase Order No.
 - ii. Bidder(bidder) Code (As per PO)
 - iii. Bill No/ Invoice No.
 - iv. Name of the person/ employee to whom bill is addressed for processing
 - v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same.

14. Purchase Preference for Make in India/Indigenisation. GRSE's Indigenisation policy is enclosed for information and necessary action.

15. Recording of Deviations/Conditions:

GRSE will consider the response to NIT Terms only. If any deviation/ additional points given by the bidder or deviation of any terms and conditions, information or clarification is furnished by the bidder has to be discussed and recorded as per mutually agreed terms in relevant PNC/CNC/TNC MoM for GRSE to consider the same at a later stage.

Contact details : For technical quarries :-Bidders may contact for Technical clarifications, if any, with Tanumoy (SM, Deg (email: Mukherjee.Tanumoy@grse.co.in) For commercial quarries :- Bidders may contact for Commercial clarifications, if any, with Mr. S. Kumar, Sr. Mgr / Mr S.K Naskar DGM(NCM) ([email id: Kumar.sandeep@grse.co.in](mailto:Kumar.sandeep@grse.co.in) / Naskar.SujitKumar@grse.co.in) For Gem related issue :- Ph. No. 033 2489 3902

***** **End of ANNEXURE-I** *****

ANNEX II
TENDER TERMS & CONDITION (MANDATORY)

1. **INFORMATION AND INSTRUCTION:** Bidder to ensure that that they have read and understood the instructions indicated under **section I**.
2. **INTEGRITY PACT (IP):**
Integrity Pact: The Integrity pact essentially envisages the agreement between prospective Bidder(bidder)s / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those Bidder(bidder)s/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and no submission of IP by the Bidder(bidder)s/bidders shall be categorically rejected and no further communication in this regard will be entertained by GRSE. The format of integrity Pact of both the Buyer (GRSE) are enclosed with tender documents.
3. **LOADING FOR DEVIATIONS IN TENDER TERMS AND CONDITIONS. :-**
As a matter of policy deviation to tender's Terms & Conditions shall not be allowed and GRSE reserve the right to disqualify the offer for the deviation. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.
The loading for deviations to tender terms shall be carried out as per following guidelines:
 - a) 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% 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.
 - b) 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.
 - c) 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 1.5%. 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 (10 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 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.
 - d) Deviation in respect of the period of warranty/guarantee (if applicable) 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.
 - e) The above loading is only for bid ranking (L-1 determination).
4. **BIDS EVALUATION METHODOLOGY & CRITERION:**
L1 bidder shall be determined on **Totally basis** on **FOR GRSE BASIS through Reverse Auction basis**, on Total Equipment price for 04 ships along with documentation, OBS, Tools, & other components like loading for deviation in commercial terms as described.

Taxes, duties, levies and B&D Spares shall be excluded for ranking the bids.

Situation may arise that GRSE required to share the % of order as per MSME policy, **In that case Since the items are non-divisible, GRSE reserve the right to place the full value of the order on the MSME Bidder(bidder) meeting the requirement of match prices as per MSME policy.** It

is mandatory that MSE Bidder(bidder) to indicated the social position /category of ownership of the company.

A) Prices to be indicated in BOQ for the following:

Sr. No	Description	Reference
1.	Main Equipment including Drawings & Documents	Gem Portal. Details list of deliverables without price to be attached with Part -I i.e. techno-commercial bid and Details list of deliverables with price to be attached with Part -II(A) i.e. Price bid, format enclosed for refence.
2.	On Board Spares	
3.	Tools	
4.	Commissioning Spares	

NOTE:

i) Prices indicated above from **sl no 1 to 4 will only be considered for arriving at L1 price though Reverse Auction basis.** For sl no 5 to 12, to be quote in the format indicated in this NIT for future order.

ii) The price shall be inclusive of all rights, if any, of patents, registered designs or trademarks and the Sub-contractor / Supplier / Bidder(bidder) shall indemnify the Purchaser against all claims in respect of the same.

iii) The purchaser reserves the right to assess the reasonableness of the price and ask the Bidder(bidder) / supplier / sub-contractor for detail break up of their cost.

Format for detail item break up of Main Equipment, OBS, Tools, Commissioning Spares, B&D Spares is enclosed. Bidder must submit their un price offer in the given format.

(iv) **MODE OF DISPATCH:** Road/Rail/Air/Sea.

COMMERCIAL TENDER TERMS & CONDITIONS

1. DESCRIPTION & SCOPE OF SUPPLY and WORK:

A. MAIN EQUIPMENT/ITEM/SYSTEM: Manufacture, Supply of 09CFM Portable Compressor for **NGOPV PROJECT, YARD 3037-3040** as per above **SOTR No. GT592400001 REV.0**. The prices shall remain fixed and Bidder(bidder) till the contractual delivery on GRSE Kolkata basis, whichever applicable, inclusive of Packing, Forwarding, Freight, Insurance charges for delivery GRSE Kolkata for 4 ship sets.

B. ON BOARD SPARES (OBS):

- i) Recommended OBS as per SOTR list for along with quantity for each ship sets to be proposed by the bidder in Part-I bid. The list of OBS shall be in ILMS (Integrated Logistics Management System) format, (INCAT databank compatible format) in soft copies shall be submitted/uploaded along with the part-I bid. This list should be in excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid.
- ii) For ranking the bids, cost for OBS as finalized in TNC will be considered.
- iii) OBS will be ordered by the respective Buyers along with the main equipment.
- iv) The OBS shall be well packed in specific size of SPTA box and stores on-board the ship without any defect or deficiencies. The Box containing OBS should have clear identification mark and a list of items shall be appended inside and outside of the box.

C. BASE & DEPOT (B&D) SPARES:

- (i) B&D spares for 5 years exploitation period is to be estimated and same is to be supplied prior to the planned delivery date of the First of Class ship built by the respective Shipbuilders as per the terms of PO.
- (ii) Separate B&D spares lists along with Comprehensive Part list (CPL)/Part Identification List (PIL) for 4 ships GRSE) are to be recommended by the bidder in Part-I bid. These lists should be in excel format with itemized cost breakup in percentage of the total quoted price of B&D per set. It is mandatory for bidder to quote for B&D spares. Please note that the B&D spare prices are not to be indicated in part –I bid.
- (iii) Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.
- (iv) The list of B&D spares shall be in ILMS format (INCAT databank compatible format). Please note that prices are not to be mentioned in Part-I bid.
- (v) After ranging & scaling by Navy, order for finalized/approved B&D spares would be placed separately by GRSE on behalf of Indian Navy.
- (vi) The B&D spares ordered by GRSE shall be delivered to Material Organization, Naval Store (CWH), Visakhapatnam.

D. TECHNICAL ASSISTANCE (SERVICES OF ENGINEERS):

- (i) Technical assistance is to be provided as per the scope mentioned in SOTR.
- (ii) Price for Services of Engineers (dedicated independent team for each ship) to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per SOTR
- (iii) Please note that it is the sole responsibility of the Bidder(bidder) to complete the trials till HATs/SATs within quoted prices of services of Engineers.
- (v) While deputing Service Engineers for attending on board activity against GRSE's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable GRSE to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.

E. TRAINING:

Training package is to be provided as stipulated in SOTR. The cost towards training is to be quoted against the line item on lump-sum basis. In case separate line item was not indicated in the Price of same will be included with the service engineer charges.

2. PRE-QUALIFICATION CRITERIA:

(a) Technical/ Work experience Criteria:

- (i) Bidder to submit their experience details including work completion certificates and relevant Purchase Orders for having provided similar type of equipment/systems to any warships.

(ii) Bidder(bidder) shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of equipment supplied by them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.

3. **VALIDITY PERIOD OF OFFER:**

(a) Main Equipment, OBS, Tools, document & Services as indicated in the tender: Bid / Offer shall have the validity period of 180 days from the tender opening date.

(b) Validity Period of B&D Spares: Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.

4. **TERM OF PRICES:** Price is to be Bidder(bidder) and fixed till execution of the order. No price escalation will be allowed at any stage during contract period. Bidder(bidder) to ensure that they have quoted for all line items as per tender. Quoted price to be in INR only.

5. **DELIVERY PERIOD/COMPLETION SCHEDULE:**

(a) Precise delivery period is indicated in tender enquiry and any deviations to the same are not acceptable. Bidder(bidder) required to provide their acceptance to the delivery dates/ delivery schedule as per tender. Binding data/ documents & QAP as per SOTR.

(b) **Part Delivery:** GRSE will prefer to have the entire Equipment / Item within the stipulated delivery period and will discourage the part delivery & part payment thereof.

(c) **Advancement of Delivery:** To meet the project timelines, GRSE may require advancing the delivery of goods against contractual delivery dates and in that case a prior notice will be given to the supplier. (Supplier shall indicate the minimum prior notice period that is required for advancement of delivery) The envisage period for advancement of delivery may be from Three months to 01 year depending on ship's construction phase. Therefore, in such cases, the supplier has to give price discount towards reduction in delivery timelines. The supplier has to quote reduction in prices in percentage of total basic price of Main equipment, OBS and Documentation on per annum basis as per price bid format. The prorata rate will be considered for actual period of advancement.

(d) **Postponement of Delivery:** In case GRSE desires to postpone the delivery period over and above the contractual delivery date, delivery postponement charges in percentage on per annum basis of total basic price of Main equipment, OBS and Documentation for a period of 01 year are to be indicated in the Part-II, Price Bid. However, no delivery postponement charges will be applicable for first six months from contractual delivery for each yard. Please note that delivery postponement charges will also be applicable for delivery extension of individual line item, if needed, and it will be applicable on price of that line item. The pro-rata rate will be considered for actual period of postponement.

(e) In case a bidder does not quote Delivery Postponement charges in their Part-II Price Bid, the said charges will be considered as 0% while ranking of the bid. In such case bidder has to extend delivery if required at no extra cost up to 1 year beyond contractual agreed period.

(f) Delivery Schedule: -

(i) **Main Item, OBS, Tools & Documents: Yard 3037-3040:**

SI No	Yard	Delivery schedule
2	3037-3040	Within 02 Months from PO

(ii) Services and training to be provided as and when required by the shipyards

Note : Batteries (If applicable) to be delivered prior to STW and within 02 months from intimation by the Buyer(GRSE)

(a) Binding Drg., QAP for approval: Binding Drg. as per SOTR to be submitted to GRSE. QAP/ATP to be submitted as per SOTR.

(b) CPIL/PIL will be supply as per the TNC (usually 6 months from the date of the PO)

6. **SECURITY DEPOSIT (SD):**

(a) Single SDs (Per P.O separate SD) for 5% of total order value excluding taxes, duties for Supply & Service component to be submitted.

- (b) SD for 5% of the Supply+ Services component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance of materials and completion services & training. Hence, SD should be kept valid till such time.
- (c) SDBG shall be submitted in GRSE Format.
- (d) SD can be remitted directly to respective Shipyard's Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- (e) Security Deposit can also be in the form of Bank Guarantee in favor of respective shipyard and shall be submitted within 25 days from the date of transmission of this order.
- (f) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (g) In case of failure to submit the Security Deposit within 25 days of transmission of the order, shipyard reserves the right to cancel the order invoking the risk purchase clause.
- (h) In case delivery / completion of services and training are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery and completion services & training on instruction from respective shipyard
- (i) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the same shall be applicable for delayed period of extension of validity.
- (j) SD will be returned without interest on completion of delivery & acceptance of items and completion of services & training for the respective orders and on written request from the supplier.
- (k) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by shipyard.
- (l) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.

(m) GRSE's Bank Details:

BANK NAME	:	STATE BANK OF INDIA
BRANCH NAME	:	COMMERCIAL BRANCH
ADDRESS	:	24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO	:	10945133828
MICR CODE	:	700002120
IFSC CODE	:	SBIN0007502

7. PERFORMANCE BANK GUARANTEE (PBG):

- (a) Separate PBGs for 'material value for 5% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10% to respective Buyer.
- (b) PBG to be submitted to respective Buyer in respective Buyer's format.
- (c) PBGs shall be kept valid till completion of respective warranty period plus Three month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.
- (d) GRSE shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.
- (e) The Performance Bank Guarantee in favor of GRSE shall be from Nationalized / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (f) In case of non-extension / non-renewal as requested, GRSE shall encase the BGs before expiry of its validity period.

GRSE's Bank Details:

BANK NAME	:	STATE BANK OF INDIA
BRANCH NAME	:	COMMERCIAL BRANCH
ADDRESS	:	24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO	:	10945133828
MICR CODE	:	700002120
IFSC CODE	:	SBIN0007502

8. **INSPECTION**: It shall be as per SOTR. Other general conditions related to inspection of material are as under: Receipt Inspection at GRSE (RIC).

- (a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.
- (b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.
- (c) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.
- (d) Wherever Inspection Agency indicated as TPIA, Pre-Dispatch Inspection will be done Third Party as per QAP approved by GRSE (QA), TPI inspection charges will be borne by GRSE directly to TPI agency (presently TPIA is M/s.RINA). Any other test charges to be borne by supplier.
- (e) Wherever Inspection Agency Indicated as Class Authority, Class Authority (IACS), then charges for In-process inspection and Inspection of Equipment including Drawing and QAP approval will be borne by firm and quoted price should be inclusive of same.

9. **EXCHANGE RATE VARIATION (ERV). Not reimbursable and not payable.**

10. **PAYMENT TERMS**: No payment of advance.

(a) **Main Equipment Package, OBS & Documentation**

(i) **STAGE-II: 90%** of order value will be paid through ECS/NEFT within 30 days against ink signed/ e-invoice's supported by gate stamped/receipted invoice/challan/LR and acceptance of material with clear receipt inspection certificate (ICGRN).

(iii) **STAGE-II:10%** payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with Performance Bank Guarantee (PBG) of 5% as per GRSE format, which shall remain valid till expiry of the guarantee period plus 3 months claim period or balance 10% will be made after guaranty period.

(b) **Services**: 100% payment will be made on submission of work done certificate duly signed by the Yard/PL/PMT / PCM of the ship.

(c) **Training**: 100% payment for training will be made within 25 to 30 days. The payment will be released against certification by the designated acceptance authority after satisfactory completion of the training activity and submission of the invoice with relevant documents.

(d) Taxes and Duties: as per the SI no 10 Section I (Instruction to bidder).

11. **PAYMENT MODE**: All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).

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

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

12. **WARRANTY/GUARANTEE**:

(a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12

months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of receipt and acceptance at Buyer, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warranty period any equipment or component thereof supplied by the Bidder(bidder)/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the Bidder(bidder)/sub-contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and/or as desired by the Purchaser / Owner, at no extra cost.

- (b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.
- (c) If the defects are not remedied within a reasonable/stipulated time, GRSE may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to GRSE rights under the contract.
- (d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to GRSE.
- (e) Beyond the warranty/ guarantee indicated above, Bidder to quote warranty / guarantee extension charges in percentage on per annum basis for maximum 02 years of total basic price of Main equipment , OBS, IM ,Cables , SMT etc for a period. 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 two years will be loaded on simple basis for deciding the lowest bidder.
- (f) 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% while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 1 years beyond contractual agreed period.

13. **LIQUIDATED DAMAGES (LD):**

- (a) In cases of delay, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered/unfinished portion of the order/contract if the quantity is separable.
- (b) LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings, QAP to the concern authority for approval. Overall LD for both 13 (a) and 13 (b) put together will be limited to 10% of total order value (excluding taxes and duties).
- (c) The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.

13.1 **PENALTY:** Maximum 1% of Total Order value on failure of CPIL/PIL submission in ILMS, within 6 months from the PO.

14. **OPTION CLAUSE:** GRSE retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.

15. **CANCELLATION OF ORDER:**

The Purchaser reserves the right to cancel an order forthwith, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. Cancellation of P.Os will be done after forwarding of written notice of 10 days .In such an event the Supplier shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Supplier at his cost.

In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.

In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period or unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel

the order and procure the order items / services from any available source at GRSE option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.

15. **Risk Purchase:**

For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.

17. **Non- Disclosure Agreement of the contract Document:**

Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party.

18. **Additional Information:**

GRSE shall not be bound by any conditions or provisions in the Bidder(bidder)s bid form or acknowledgment of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.

19. **INDIGENIZATION:** OEM/Suppliers while participating in bid shall clearly indicate the indigenous content and Foreign Content in % terms in their letter head along with techno-commercial bid. Bidder(bidder) also required to indicate Foreign Currency considered, base rate and Base date. In this regard, also declaration to be submitted in the enclosed format **Annexure XII**. The bidders (Indian) in their technical offer shall also submit road map towards reduction of FE content / increase of INR content in the system/equipment offered. This proposed indigenization plan shall be formulated by bidders in such a manner that there is a progressive increase towards indigenization as well as items indigenized across the items. **Indigenous content of the equipment (at component level) should be indicated by the bidder/supplier up to Tier III level.**

20. **PROGRESS REPORT** Supplier will submit progress report/ bar chart initially within 1 months from the date of receipt of order and thereafter on monthly basis.

21. **PACKING & FORWARDING** : The items should be suitably packed for safe transportation and handling and storage for 12 months giving full protection required under normal transport conditions to prevent from damages and deterioration till it reaches respective Buyer. Adequate protection should be provided against rain and other transit risks. The charges for Packing & forwarding are to be included in the prices.

CASE MARKING: Name of the Buyer with details address

CASE NO.

ORDER NO.

NET WEIGHT

GROSS WEIGHT.....

OUTSIDE DIMENSIONS.....

MADE IN

- i) Each packing in addition to aligning position {□} shall be provided with identification tallies.
- ii) Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied.
- iii) In case of pipes/conduits/cables, size wise bundles should be made for easy handling and identification for proper storage. Pipes have to be supplied with end protective caps (plastic cables) to avoid ingress of any foreign particles and rusting.
- iv) Each case would have proper instruction, written at the appropriate place to handle the case safely.

In addition to indicating the aligning position, each item would be provided with identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.

v) The packing material shall be environmental friendly/ biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly/ biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action. Bidder/ Bidder(bidder) should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GRSE premises, the supplier/Bidder(bidder) should replace the RHBs and should bear the cost incurred for disposal of the RHBs.

vi) Please note following for preparation of e-way bill / Invoices:

- a) The e-way bill would be addressed to Officer-in-Charge of Stores of the respective Buyer.
- b) In case of part consignment, every delivery / part delivery would be serialized – PART DELIVERY– 1, PART DELIVERY- 2 and this serial no. would be indicated in the e-way bill / packing list for ease of correlation.
- c) The description and POS No of item in the challan would exactly be as per that in the Purchase Order.
- d) Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.
- e) If items are supplied as free replacement/ free of charge, it would be mentioned in the e-way bill as “free supply items” and the relevant PO No. and Yard No. against which the free supply is made should be indicated.
- f) The supplier is required to furnish details of E-way bill generated for taxable value exceeding Rs.50,000/- or as specified by GST Act/Rule /Authority from time to time, to Buyer along with Invoice/Delivery Challan issued for supply of goods. E- Way bill generated from the Supplier’s GSTIN as per the Purchase Order/ Contract issued by Buyer will be accepted for in-warding the goods at Buyer.
- g) In case of supply of goods is made under arrangement of “Bill to Ship to model” directly from a location of Sub Supplier, E-way bill need to be generated from the Supplier’s GSTIN as per the Purchase Order/ Contract issued by Buyer with details of Invoice/ Delivery Challan issued by supplier to Buyer for appropriate identification of goods.

vii) The Supplier on receipt of Purchase Order shall list out and Bidder(bidder) all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items and forward to GRSE three months prior to contractual delivery date (6 weeks if delivery schedule is less than 8 months). Each item shall have the supplier’s part no. and break up price. The same is required essentially for incorporating Buyer material code nos. into the Purchase Orders and computer systems. Buyer shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with Buyer Code numbers, individual prices etc. in advance of contractual delivery. While dispatching the Supplier shall identify each item with Buyer code no. and the supplier’s part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and supplier’s part no. In case of any deviation, Buyer shall not be in any way responsible for delay in issue of receipt inspection report and payment.

viii) All OBS are to be packed in separate box , not mixed with any other items with clear identification marks on box.

Note :-

Materials to be delivered along with following documents :-

- (a) Ink signed invoice indicating Buyer’s P.O. No. , item Sl. Buyer material code , Item details etc. – 04 sets
- (b) Delivery challan and Packing list indicating Buyer P.O. No. , item Sl., Item details , Buyer materials material code , qty etc.
- (c) MTC/COC / I-Note , warranty Certificates as applicable.
- (d) Preservation certificate and storage instructing

Box wise Packing list indicating detail of the items with Buyer material code. Packing list to be furnished on the box also

22. **ARBITRATION:**

- a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.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) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- 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 Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.
- 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.”

23. **REJECTION REPLACEMENT:** Any equipment found defective/rejected, Supplier will collect the same from GRSE Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection.

GRSE reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.

24. **INDIVIDUALITY OF CONTRACT:** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.

25. **GOVERNING JURISDICTION:**

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

26. **ORDER ACKNOWLEDGE-PROTALENT:** The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by the Bidder(bidder).

27. **BOOK EXAMINATION CLAUSE:** In case it is found to the satisfaction of the BUYER that the Bidder(bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue

Technical SOTR Acceptance Matrix

गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड (भारत सरकार का उपक्रम) (रक्षा मंत्रालय) 43/46 गार्डन रीच रोड, कोलकाता-700 024		Garden Reach Shipbuilders & Engineers Limited (A Govt. of India Undertaking) (Ministry of Defence) 43/46 Garden Reach Road, Kolkata – 700 024
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ACCEPTANCE FORMAT (MATRIX) OF SOTR /DRAWING**ITEM : 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040****SOTR REF NO. GT592400001 REV.0.**

COMPANY NAME & ADDRESS *					
NAME & DESIGNATION *					
CONTACT DETAILS (e-MAIL-ID, FAX NO., PHONE NO., MOBILE NO.) *					
OFFER REFERENCE NO./DATE*					
SOTR Cl. SL NO.	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)	SOTR CL SL NO.	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)
1			5		
1.1			5.1		
1.2			5.2		
1.3			5.3		
1.4			5.4		
2			5.5		
2.1			5.6		
2.2			5.7		
2.3			6		
2.4			6.1		
2.5			7		
2.6			7.1		
2.7			7.2		
2.8			7.3		
2.9			7.4		
2.10			8		
2.11			9		
2.12			10		
3			10.1		
3.1			10.2		
3.2			10.3		
4			10.4		
4.1			Annexure – A		
4.2			Annexure –B		
4.3			Annexure –C		
4.4					
4.5					

1. Please indicate: ACC- For accepted, NO – For not accepted and DEV – For deviation taken. (and corresponding reference of your Technical Literature submitted separately)

2. Separate sheet to be attached for any deviation taken by you.

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

PROFORMA OF BANK GUARANTEE TOWARDS EARNEST MONEY DEPOSIT

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta – 700 024 (hereinafter called “the Buyer”) having agreed to exempt M/s.
... (hereinafter called “the Party”) from the demand, under the terms and conditions contained in the Tender No. dated (hereinafter called “the said “) of Security Deposit for the due fulfillment by the said Party’s of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs.....
(Rupees.....
.....only)
we,
..... Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to Buyer an amount not exceeding Rs.against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.
2. We,
Bank.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms of conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We, Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said Tender/Order have been fully and properly carried out by the said Party and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act of omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing

whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We,
Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs.(Rupees.....) and that this Guarantee shall remain enforce until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantee within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

for..... Bank Limited.

Dated the day of20

FORM NO. QS/03/0020

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED43/46, GARDEN REACH ROAD
KOLKATA – 700 024.**FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT.**

Ref : 1. BPE Notification No. BPE/G:032/78/1(4)/Adv(F)/69 dated 24.10.78.
2. F.No.0(7)/B.O.III/75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024(hereinafter called "The Buyer") having agreed to exempt M/s..... (hereinafter called "The Party") from the demand,under the terms and conditions contained in the Tender/ Purchase order no.....dated (hereinafter called "the said Tender/ Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender,on production of a Bank Guarantee for Rs..... (Rupees..... only), we Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Buyer by reasn of breach by the said Party of any of the terms or conditions contained in the said Tender.
2. We.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
3. We.....Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender. Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Chairman & Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the..... we shall be discharged from all liability under this Guarantee thereafter.
4. We.....Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We.....Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.

6. Notwithstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only) and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry, all the rights of the beneficiary under the said Guarantee shall be released and discharged from all liabilities thereof.

ForBank Limited.

(seal)

Dated theday of200.....

PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made thisday ofBETWEEN.....(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 SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head OfficAt 43/46 , Garden Reach Road , Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unlesss excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part WHEREAS Messershaving its registered office at(hereinafter called " THE BIDDER(BIDDER) ") have accepted an Order No.for supply offrom the Buyer to manufacture and deliver the same to Buyer in good condition .

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

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from date of such demand sum or sums not exceeding in the whole of Rs.(Rupees..... only) as may become payable to the Buyer by the Bidder(bidder) by virtue of or arising out of the Terms and Conditions of the said Order.

Provided it is hereby expressly stipulated and agreed that if any question as to whether any sum has become payable by the Bidder(bidder) to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the Bidder(bidder) of any change in the constitution or composition of the Bidder(bidder)'s business and the liability of the bank under this presents shall not be impaired in any way by any extension of time 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 Bidder(bidder)s and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the Bidder(bidder)s or by any other dealings between the Buyer and Bidder(bidder) whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only . All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this Indenture shall remain in full froce 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.....and 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.

Date :200
Authorised

Signature of Bank's

Signatories with Code No., Name,
Designation and Bank Stamp

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

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

We hereby confirmed that Bidder (bidder) and declare that we M/s., registered office at and factory athas not been blacklisted/ de-registered/ debarred/ under tender holiday by any Government Department/ PSU/DPSU for which we have undertaken the works/service during last 5 (five) years ending at Tender closing date.

We are also hereby declare that we have not been issued with any Risk Purchase Notice by Garden Reach Shipbuilders & Engineers Ltd, for non-fulfilment of delivery commitment of similar item for any project during last 2 years ending on (Tender Closing date)

For:

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

GRSE Indigenization Policy

This policy is applicable for this tender.

1. **Public Procurement (Preference to Make in India ,GOI Notification No P-45021/2/2017-PP(BE-II Dated 04.06.2020) Policy:**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and Whereas procurement by the Government is substantial in amount and can contribute towards this policy objective, and Whereas local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them. The details about the policy is described below.

2. **Definitions** : For the purposes of this Order:

'Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

'L 1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works',

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3A. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- (b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the "Class-I local supplier" shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
 - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.
4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. Minimum local content: The local content requirement to categorize a supplier as 'Class-I local supplier'/'Class-II local supplier'/'Non-local supplier' shall be as defined in the Para "2" of the Order. No change is permissible on this account. However, if any nodal Ministry/Department finds that for any particular item, pertaining to their nodal ministry/department, the definition of Local Content, as defined in the Order, is not workable/ has limitations, it may notify alternate suitable mechanism for calculation of local content for that particular item.
6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.
7. Government E-marketplace: In respect of procurement through the Government E- marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

8. Verification of local content:
- a. 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.
 - b. In cases of procurement for a value in excess of Rs. 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.
 - c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

ECS FORMAT FOR GRSE

BIDDER(BIDDER)'S NAME :

ADDRESS :

BIDDER(BIDDER)'S REGN. CODE NO. WITH GRSE:

DESIGNATED BANK ACCOUNT NAME :

BANK ACCOUNT NO. :

NATURE OF ACCOUNT :
SAVINGS CURRENT OTHERS *
* give details.

NAME OF BANK :

BANK BRANCH ADDRESS :

BANK CODE NO. :

MICR NO. (9 DIGITS) FOR PAYMENT :

DATE OF EFFECT :

**NOTE : (A) ENCLOSE BANK'S VERIFICATION OF A/C. DETAILS AS PER
FORMAT APPENDED SUPPLIEROW**

(B) ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF.

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 institution 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 Authorised signatory of the Bidder(bidder)

Date :

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

BANK'S STAMP : (.....)

**SIGNATURE OF THE AUTHORISED OFFICIAL
OF THE BANK**

Date :

**Action points for implementation of ECS payment
to suppliers of NCM Deptt.**

a) General:

- 1) In respect of advance payment, supplier is to submit to SLP Section, the requisite Bank Guarantee in Bank's sealed envelope as per existing procedure.
- 2) The payment through ECS is scheduled to be effected on every Tuesday and Friday.
- 3) Payment will be made approx. within 2/3 weeks on receipt of clear bills by Corporate Finance.
- 4) The suppliers' copy/ intimation slip issued by SLP Section in respect of each Payment Voucher is to be collected by the supplier from Dak Deptt. after 2/3 weeks of submission of bill during business hours.
- 5) The Supplier is to super scribe the Invoice with Bidder(bidder) Code and mode of payment ECS.

b) Balance payment/ Progressive payment:

- 1) The same procedure as mentioned above is to be followed for progressive payment for which necessary documents are to be forwarded by the supplier directly to SLP Section.
- 2) In cases where payment based on percentage of total value is to be made to the supplier on proof of delivery, the following documents are to be enclosed:
 - i) Invoice – 5 copies
 - ii) Test & Inspection Certificate of the designated Inspection Authority
- 4 copies
 - iii) Receipted copy of the Challan/ ICGRN as per stipulation of Purchase Order in line with existing procedure -- 2 copies.
- 3) In respect of payment of balance amount i.e. the final payment as per Purchase Order, the following documents are to be submitted by the supplier:
 - i) Invoice – 5 copies
 - ii) ICGRN copy indicating GRN No. which will be available from Stores.
 - iii) Other documents in original wherever necessary for additional claims as specified in the order viz. freight bill, third party inspection charges etc.

c) Payment against Purchase Order for 100%

This payment term should be avoided. In the event where such term is unavoidable the following documents are to be submitted by the supplier for making payment:

- i) Invoice – 5 copies
- ii) Receipted copy of Challan/ copy of ICGRN as per stipulation of Purchase Order.

- d) Acknowledge-protalent of receipt of the bill will be collected by the supplier from Dak Deptt. as per existing procedure.

Agreed as above.

Name of the supplier:

Signature :

Date:

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 110

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 Bidder(bidder), 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. Further 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.

Contd....2

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 / 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

- (1) 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 supplierieves to notice, a violation of this agreement, he will so inform the Manae-protalent of the Principal and request the Manae-protalent 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)

.....

.....

GRSE STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF B&D SPARES.

1. **Terms Of Price:** F.O.R. - ~~Material Organisation~~/WED (Vizag). Materials will be delivered at Material Organisation / WED (Vizag) at your cost. The price is Bidder(bidder) and fixed till the execution of order. However, price is inclusive of packing and forwarding, insurance and Freight charges
2. While dispatching each item should be identified with GRSE code number and Bidder(bidder)s part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both GRSE code number and Bidder(bidder)s part number.
3. **Packing:** All spares have to be well packed and tagged to withstand damage/pilferage during transit. Order no. part no./GRSE code no. details of Spares, quantity, in ILMS & NSN format in triplicate to be provided by the Bidder(bidder). Spares are to be delivered on PIP packed.
4. **Consignee/Delivery Point:** All items along with supporting documents (Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list in ILMS/NSN format) to be delivered to the consignee, controller of ware housing, Material Superintendent, Material Organization.
5. **Inspection:**
Pre dispatch inspection: As per the SOTR/ same as original approving authority.
Receipt Inspection by Material Organization
6. **Warrantee:** The equipment / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12/24 months from the date of delivery at MOV (VIZAG). During guarantee/warrantee period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to GRSE.
7. **Liquidated Damage:** In case delay in delivery beyond contractual delivery date, GRSE reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 10 % of order value of the undelivered materials.
8. **Force Majeure:** As per existing order of ministry of Law.
9. **Custom duty:** same as for Main Equipment.
10. **FE Content:** to be indicated as per Main Equipment
11. **FE Rate Variation:** - not applicable.
12. **Arbitration:** Same is Original Item
13. **Individuality of Contract:** This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that Bidder(bidder)s may have with GRSE.
14. **Validity of Offer:** The offer for B&D Spares has to be kept valid for 180 days from the date of submission of offer in ILMS format.
15. **GUARANTEE / WARRANTY.** The eqpt. / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of delivery at Naval Depot. During guarantee/warrantee period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or

components and subsequent test & trial, incurred thereon without any financial implication to GRSE.

16. **PAYMENT TERMS.**

Main Equipment Package, OBS & Documentation

- (i) **STAGE-I: 3%** of Order value to be released to the OEM/ vendor against submission of CPIL / PIL in ILMS format within agreed period mentioned in TNC on submission of BG for equivalent amount (usually 6 months from the date of the PO).
- (ii) **STAGE-II: 87%** of order value will be paid through ECS/NEFT within 30 days against ink signed/ e-invoice's supported by gate stamped/receipted invoice/challan/LR and acceptance of material with clear receipt inspection certificate (ICGRN).
- (iii) **STAGE-III:10%** payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with Performance Bank Guarantee (PBG) of 5% as per GRSE format, which shall remain valid till expiry of the guarantee period plus 3 months claim period or balance 10% will be made after guaranty period.

Services: 100% payment will be made on submission of work done certificate duly signed by the Yard/PL/PMT / PCM of the ship.

Training: 100% payment for training will be made within 25 to 30 days. The payment will be released against certification by the designated acceptance authority after satisfactory completion of the training activity and submission of the invoice with relevant documents.

Taxes and Duties: as per the SI no 10 Section I (Instruction to bidder).

- 17. **Order Acknowledgement:** The Bidder(bidder), on whom the Order will be placed, will acknowledge the Order within 10 days of its receipt by them. If no contrary advice is received from them within ten days of its receipt, this will be deemed to have been accepted by them.
- 18. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, GRSE shall have also the right to cancel the Order and obtain items from alternative source at Bidder(bidder)s complete risk and cost.
- 19. All other terms & conditions are as per the GRSE "STACS".

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

(A Govt. of India Undertaking)

43/46, Garden Reach Road, Calcutta- 700 024.

Fax : 033-469-8150/2020 ; Telephone : 469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY

(INDIGENOUS EQUIPMENT / MACHINERY)

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

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IN-1 GENERAL

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

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

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

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

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

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

IN-107 Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Bidder(bidder) at the last known address mentioned in the offer / order shall be

deemed to be valid communication for the purpose of the contract.

IN-108 Governing Jurisdiction and Compliance with Laws

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

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

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

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

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

(f) Sub-contractor/Supplier/Bidder(bidder) working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and

Contract Labour (R & A) Central Rules 1971 including obtainance /renewal of Labour Licence from Regional Labour Commissioner (Central) failing which deductions as applicable from bills / dues of contractor or termination of the contract may be effected.

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

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

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

- (a) Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Bidder(bidder) for the Owner and the latter would, through the Purchaser, be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Bidder(bidder), the design rights for the

whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.

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

IN-111 **Secrecy :**

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

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

IN-112 **Preservation :**

A detailed procedure for long and short term preservation of the equipment and periodicity of preservation alongwith special preservatives, if required, prior to installation of the equipment shall be furnished by the Sub-contractor / Supplier / Bidder(bidder). The detailed procedure for de-preservation prior to commissioning shall also be furnished.

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

The preserved sealed cases / cocoons will not be opened on receipt and same will be opened when the first preservation is due or if required on board earlier. The short fall, discrepancy or damage, if any, found during the inspection after opening these cases will have to be replaced / made good by the supplier free of cost within reasonable period.

under 5-digit Supplier Code and indicate Product Group Code. If not registered, the Sub-contractor / Supplier / Bidder(bidder) will have to approach GRSE's V R Cell for completion of all formalities for permanent registration with GRSE immediately after submission of any quotation/offer. Failure to comply to this requirement will result in rejection of offer and restriction of further business.

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

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

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

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

IN-117 **Registration as Approved Bidder(bidder) :**

(a) The Sub-contractor/Supplier/Bidder(bidder) is to conBidder(bidder) whether they are registered with GRSE as approved Sub-contractor / Supplier / Bidder(bidder)

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

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

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

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

IN-2. Quotations and Order Acceptance Terms:

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

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

- (b) Tender to be submitted on or before the due date and time.
- (c) Offer to be as per specifications and complying with tender conditions.
- (d) The envelopes to be sealed properly.

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

- (a) PART-I - 'Techno-Commercial Bid' and marked thus. In addition, Part-I shall include-
 - (i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender).
 - (ii) Duties / Taxes, Octroi, freight charges, insurance and/or any other Statutory levies payable, specifying incidence clearly / separately against each head.
 - (iii) The cost incidence against each head clearly indicating for Door Delivery or F. O. R. or Ex-works alongwith charges for packing and forwarding.
 - (iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply and Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 5).
 - (v) Earnest Money Deposit (interest free) as stipulated in the tender by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Co – operative Bank to be provided by the bidder / tenderer in favour of GRSE as per discretion of the Purchaser.
 - (vi) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.
 - (vii) Delivery Schedule.
 - (viii) IIG Form regarding Codification of Defence Equipment enclosed with SOR is to be filled -in and submitted. The same is included as deliverables by the supplier.

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

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

IN-203

- (a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned deptt.
- (b) Outstation Bidder / Tenderer shall forward their offers addressed to concerned Authority either by courier service or by speed post so as to reach well in advance of the due date of tender or by hand delivery before due date and time of tender closing. Purchaser shall not be responsible for any postal / courier delay and it is attributable solely to the tenderer.
- (c) Offer in "Two Bid System" received by fax / e-mail and / or offers received beyond due date and time of tender is liable to be rejected.

IN-204

- (a) The price per 'Ship set' shall be quoted and breakup price of individual items of equipment and its accessories must be clearly stated.
- (b) The cost incidence against each head shall be clearly indicated for –
 - Door delivery
 - F. O. R.
 - Ex-Works - with charges for packing and forwarding
- (c) The offer shall indicate the discounted price, if more than one shipset is ordered.

- (d) The offer shall clearly indicate the Foreign Exchange content, if any, and base Exchange Rate and cut off date for Import. If any item/s is / are required to be imported by the Sub-contractor / Supplier / Bidder(bidder) for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.
- (e) The Bidder(bidder)/supplier/sub-contractor shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the Bidder(bidder)/supplier/sub-contractor along with the copies of bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser.
- (f) The purchaser reserves the right to investigate the reasonableness of the price and ask the Bidder(bidder)/supplier/sub-contractor for detail break up of their cost.

IN-205

- (a) The offer shall be valid for 90 days for acceptance and the prices shall remain Bidder(bidder) and fixed until delivery of the full quantity of the goods in the Purchaser's Yard. If not, the Sub-contractor / Supplier / Bidder(bidder) shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.
- Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Bidder(bidder) shall indicate –
- (i) The date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,
- and*
- (ii) Terms and conditions for effecting postponement of delivery beyond the price validity period.
- (b) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.

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

IN-207 **Spares:**

- (a) Offers for Testing and tuning / commissioning spares shall be supplied along with the main equipment, as specified in the requisition.
- (b) The Sub-contractor / Supplier / Bidder(bidder)s offer shall include a list of manufacturer's recommended spares together with itemised prices for
- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
 - Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)
- (c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / Bidder(bidder) shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future requirements could be established during the life cycle of the equipment in service.
- (d) In the event of inability to make an offer for these spares at the time of quoting for main equipment, the Sub-contractor / Supplier / Bidder(bidder) shall commit a date by which such an offer can be made and adhere to it. Non-receipt of offer as committed will render the order for main equipment liable for cancellation without notice from the purchaser and without any financial implication to the Purchaser.

IN-208 Tenders will be opened on the specified date and time in the concerned department. Only

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

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

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

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

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

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

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

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

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

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

IN-301

Identification of Deliverables And Penalty For Non-Compliance:

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

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

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

- (b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the

losses shall be borne by Sub-contractor / Supplier / Bidder(bidder). Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

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

IN-302 **Insurance:**

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

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

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

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

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

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

IN-306

(a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.

- (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/Bidder(bidder)/sub-contractor.
- (c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.
- (d) In case of patternised items the Bidder(bidder)/supplier/sub-contractor must conBidder(bidder) that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
- (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/Bidder(bidder)/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/Bidder(bidder)/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

IN-4.0 Guarantee / Warranty

IN-401 The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warrantee period any equipment or component thereof supplied by the Bidder(bidder)/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the Bidder(bidder)/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repared equipment or component thereof and subsequent test & trial, incurred

thereon without any financial implication to GRSE.

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

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

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

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

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

IN-5.0 Quality Certification:

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

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

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

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

IN-6.0 Terms of Payment:

IN-601

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

- (i) Seven copies of signed invoice indicating Bidder(bidder) Code Number and itemwise price (indicating GRSE material code no. if in the order) alongwith packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract , Invoice will be in the name of GRSE.
- (ii) Warranty Certificate in triplicate.
- (iii) 3 copies of Manufacturer's Works Test Certificate.
- (iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).

- (v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)
- (vi) Complete set of Classification / On board spares as per the Purchase Order.
- (vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.
- (viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.
- (ix) Complete set of "As fitted" drawing and reproducible drawings.
- (x) Quotations for B & D spares for (a) 2 years operation and (b) 5 years operation.
- (xi) IIG Forms duly filled in.
- (xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Manae-protalent System).

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

(b) Balance 10% will be released after G.P. or against submission of PBG for equivalent amount (as per GRSE format & guidelines at Annex-3) valid till G.P. Issue of GRN : For materials received at GRSE without Inspection report of 3rd party, GRN will be issued to Local supplier for their submission of bill with GRN. But for materials received at GRSE with 3rd party Inspection report received from outstation suppliers, balance payment bill is to be submitted by suppliers with copy of clear & accepted ICGRN for further linking by Corporate Finance with GRN for processing balance payment.

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

(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank

Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority. The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.

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

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

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

- (i) Material Portion :
75% payment against despatch document, 15% payment against receipt & acceptance of material and balance 10 % will be released after G.P. or against PBG for equivalent amount valid till G.P.
- (ii) Labour Portion :
90% payment on job completion and certification. Balance 10% will be released after G.P. or against PBG for equivalent amount valid till G.P.

OR

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

(h) If GRSE material code no. & itemised price is not incorporated in the order,

supplier will submit detailed list of items (separately deliverables) and price break-up latest within 6 weeks of receipt of order to enable GRSE amend the order indicating material code no. of each item with its price. All Invoices, Packing list etc should invariably indicate GRSE material code no. against each item for recording receipt and issue of ICGRN as well as for processing payment.

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

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

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

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

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

In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for despatch & GRSE is to be intimated by supplier / Bidder(bidder) / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors /

Sub-Bidder(bidder)s of Sub-contractor / Supplier / Bidder(bidder) on whom Purchaser had placed a Purchase Order.

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

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

Invoice shall clearly indicate cost incidentals against each head, as applicable: Basic Cost, Excise Duty, Packing & forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.

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

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

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

IN-607.1 In the event that-

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

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

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

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

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

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

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

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

GRSE also reserves the right to cancel the order forthwith without any financial implications on either side if upon lapse of 50% of the scheduled delivery time the progress of manufacture is not up to the satisfaction of GRSE/Owner and the failure on the part of the sub-contractor/supplier/Bidder(bidder) to conform to the delivery schedule is inevitable.

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

The bills presently submitted to SLP Section by Bidder(bidder)s for purchase orders placed by NCM / Purchase Department in respect of "SHIP DIVISION ONLY" will now be deposited in the Box kept at the entrance of the

Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01st April, 2002.

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

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

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

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

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

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

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

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

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

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

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

IN-703 The supplier /Bidder(bidder)/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and

obligations under the contract without the previous consent of the purchaser in writing.

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

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

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

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

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

IN-708 The supplier/Bidder(bidder)/sub-contractor shall furnish all relevant Inspection Certificates and Test & Guarantee Certificates along with each consignment and copies of same in triplicate shall also be mailed / forwarded to GRSE immediately on despatch

of articles. The supplier/Bidder(bidder)/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.

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

IN-710 **REPLACEMENT FOR REJECTION:**

- (a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/Bidder(bidder)/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/Bidder(bidder)/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserves the right to dispose of the rejected items at the end of a total period of 90 days in a manner to the best advantage to the purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. Rejection of materials and also the late delivery will affect further business with GRSE.
- (b) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.
- (c) If the defects are not remedied within a reasonable/stipulated time, the purchaser may proceed to rectify the defects at the supplier/Bidder(bidder)/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/Bidder(bidder)/sub-contractor in respect of their failure to remedy such defects.

IN-711 The services of the Sub-contractor's / Supplier's / Bidder(bidder)'s Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by the Purchaser to assist / supervise the installation,

setting to work, commissioning of the equipment supplied by the Sub-contractor / Supplier / Bidder(bidder).

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

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

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

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

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

IN-8.0 Miscellaneous:

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

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

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

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party. Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

IN-802 Arbitration:

Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. CMD/GRSE will be the Arbitrator. However Unresolved disputes/differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Kolkata (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (*retain whichever is applicable*) the same shall be referred to the Chairman & Managing Director (‘CMD’ in short) or the Managing Director (‘MD’ in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd’ in

short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

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

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

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

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

IN-803 Indemnification:

The Sub-contractor/Supplier/Bidder(bidder), his employees, licences, agents or Sub-Bidder(bidder) / Sub-contractor, while on site of the Purchaser for the purpose of this

contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Bidder(bidder), his employees, licences, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

IN-804 Use of Undue Influence / Corrupt Practices:

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

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

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

IN-805 Banned or de-listed Contractors:

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

IN-806

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

**STANDARD TERMS AND CONDITIONS OF SUPPLY
INDIGENOUS EQUIPMENT/MACHINERY.**

Tender No.....

Date

.....

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

COMPANY SEAL.

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

NOTE:

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

SELF DECLARATION BY BIDDER
(To be submitted on letterhead of Bidder)

(To be filled and enclosed with part-I technical bid, may fill in the relevant details and strike through the contents not applicable)

1. I/we refer Tender No. _____ for _____ of P17A and confirm to have read and understood the scope of supply and commercial terms and conditions of the tender.

2. I / We hereby provide following declaration:
 - a. I/We are the manufacturer or service provider and not a trader.
 - b. The percentage of local content for the subject procurement works to ___ and that the goods offered meet the minimum local content requirement for Class-I / Class-II local supplier. In cases of procurement for a value in excess of Rs. 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.
 - c. Further, the details of the location(s) at which the local value addition is made are as given supplier:

 - d. I/We 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 fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
 - e. I/We are not bankrupt or under any liquidation proceedings with NCLT etc.,
 - f. I/We have not been banned or de-listed by any Government or quasi Government agencies or PSUs in India.
 - g. I/We, hereby confirm that we shall not withdraw the bid till the finalization of the contract.
 - h. All the documents/declarations/certificates/information submitted by us against the tender enquiry are genuine.
 - i. Shipyard may verify the authenticity of the documents/ certificate/ information submitted by us against the tender enquiry. In case, at any stage of tender till conclusion of the contract, if it is established that the documents/ declarations/ certificates/ information submitted by us is forged or false or in case of our failure to produce relevant supporting documents within stipulated time specified by Shipyard or withdrawal of bid by us before finalization of Contract/PO or if we go under liquidation/bankruptcy, we shall have to intimate the same to shipyard immediately and we shall be liable to be debarred/our bid rejected/ EMD/SD forfeited, contract/PO cancelled/debarred from participating in future shipyard's tender enquiries.

(Signature of the BIDDER)

Full Name & Address:

Mobile No.:

Seal of the firm:

Date:

GRSE LIMITED

DECLARATION FOR BID SECURITY FOR MSEs REGISTERED

(To be filled and enclosed with part-I technical bid)

Tender Ref. No. _____

1. I / we have read and understood the scope of work and office memorandum no. F.9/4/2020-PPD dated 12.11.2020.

2. I/We agree that if I/We withdraws or modifies the bids during the period of validity etc, I/We shall be suspended by GRSE for the time as decided by GRSE.

(To be submitted along with Part-I, Technical Bid)

.....
(Signature of the Tenderer)

Full Name & Address of the Company.

Mobile No.:

Seal of the Company.

Date:

On Firm's letter Head.

Sub: Confirmation for claiming exemption by MSE

This is in reference with your claim to avail **MSE benefit towards submission of UAM certificate** no. ----- Against subject tender against GRSE/GSL tender ref. no. _____ for _____ of NGOPV Project.

We hereby provide following details: **Declaration.**

Description of details	Bidder's confirmation
Manufacturer / Service Provider	
Infrastructure details	
Equipment details / manufacturing facilities	
Total Expenditure on Plant and Machinery (in Rs.)	
Registration with NSIC or DIC or any other MSME authority (Kindly attach certificate)	
CA Certificate confirming financial data indicated in the UAM Shall be submitted within 3 days on receipt of request from GRSE	

We, hereby confirm that aforementioned data is correct and we will not withdraw bid till the finalization of the contract. We have understood that we will be liable for rejection in case of submission of false documents / mis-representation, withdrawal of bid before finalization of contract, failure to submit CA Certificate within stipulated time. Failure to produce relevant supporting documents, bid submitted will not be considered and action as deemed necessary will be initiated based on merit by GRSE.

(Signature of the Tenderer)

Full Name & Address of the Company

Mobile No.

Seal of the firm if registered.

Date:

BIDDER CAPCACITY DECLARATION

(To be filled and enclosed with part-I technical bid)

Tender Ref. No. _____

EXISTING ORDER DETAILS							Capacity/ Year		
SN	Equipment	Customer	Project No/Yard	Contractual Delivery Date	Actual Completion	Current Status with expected delivery date	Product/ Equipme nt	Production capacity / year	Similar products deliver in Last FY

We, hereby confirm that aforementioned data is correct and best in my knowledge. Further we are confirming that, no other un executed order (apart from above stipulated POs) is pending for delivery with us as on dt _____. We have understood that we will be liable for rejection in case of submission of false declaration / mis-representation, withdrawal of bid before finalization of contract, failure to submit declaration and action as deemed necessary will be initiated based on merit by GRSE.

.....
(Signature of the Tenderer)

Full Name & Address of the Company.

Mobile No.:

Seal of the Company.

Date:

(Signature with stamp of Authorised Signatory)

GRSE

COMMERCIAL ACCEPTANCE MATRIX			
Name of Equipment/Item: DRIVEN HP AIR COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040			
GRSE Tender No.			
Bidder's name:			
Bidder's offer Ref:			
Indigenous /Local Content in %			
Foreign Content in %			
GST %			
Currency: -			
Base Rate considered in bid: -			
Base date considered in bid:-			
NIT Clause Sl. No.	NIT Clause	Acceptance of Bidder	Details of Deviation
	Instruction to bidder (Annexure -I) are as follows:		
	Clauses of Special Commercial Terms and Conditions(Annexure-II) are as follows:		
1	<p><u>DESCRIPTION & SCOPE OF SUPPLY and WORK:</u></p> <p><u>A. MAIN EQUIPMENT/ITEM/SYSTEM:</u> 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040 as per above SOTR No. The prices shall remain fixed and Bidder(bidder) till the contractual delivery and are on FOR GRSE Kolkata basis, whichever applicable, inclusive of Packing, Forwarding, Freight, Insurance charges for delivery up to GRSE Kolkata for 4 ship sets.</p> <p><u>B. ON BOARD SPARES (OBS):</u></p> <p>i) Recommended OBS as per SOTR list for along with quantity for each ship sets to be proposed by the bidder in Part-I bid. The list of OBS shall be in ILMS (Integrated Logistics Management System) format, (INCAT databank compatible format) in soft copies shall be submitted/uploaded along with the part-I bid. This list should be in excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid.</p> <p>ii) For ranking the bids, cost for OBS as finalized in TNC will be considered.</p> <p>iii) OBS will be ordered by the respective Buyers along with the main equipment.</p> <p>iv) The OBS shall be well packed in specific size of SPTA box and stores on-board the ship without any defect or deficiencies. The Box containing OBS should have clear identification mark and a list of items shall be appended inside and outside of the box.</p> <p><u>C. BASE & DEPOT (B&D) SPARES:</u></p> <p>(i) B&D spares for 5 years' exploitation period are to be estimated and same is to be supplied prior to the planned</p>		

	<p>delivery date of the First of Class ship built by the respective Shipbuilders as per the terms of PO.</p> <p>(ii) Separate B&D spares lists along with Comprehensive Part list (CPL)/Part Identification List (PIL) (4 ships GRSE) are to be recommended by the bidder in Part-I bid. These lists should be in excel format with itemized cost breakup in percentage of the total quoted price of B&D per set. It is mandatory for bidder to quote for B&D spares. Please note that the B&D spare prices are not to be indicated in part –I bid.</p> <p>(iii) Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.</p> <p>(iv) The list of B&D spares shall be in ILMS format (INCAT databank compatible format). Please note that prices are not to be mentioned in Part-I bid.</p> <p>(v) After ranging & scaling by Navy, order for finalized/approved B&D spares would be placed separately by GRSE on behalf of Indian Navy.</p> <p>(vi) The B&D spares ordered by GRSE shall be delivered to Material Organization, Naval Store(CWH), Visakhapatnam.</p> <p><u>D. TECHNICAL ASSISTANCE (SERVICES OF ENGINEERS):</u></p> <p>(i) Technical assistance is to be provided as per the scope mentioned in SOTR.</p> <p>(ii) Price for Services of Engineers (dedicated independent team for each ship) to be quoted on Lump sum basis. The quoted price should be inclusive of to & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per SOTR</p> <p>(iii) Please note that it is the sole responsibility of the Bidder(bidder) to complete the trials till HATs/SATs within quoted prices of services of Engineers.</p> <p>(v) While deputing Service Engineers for attending on board activity against GRSE's call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable GRSE to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.</p> <p><u>E. TRAINING:</u> Training package is to be provided as stipulated in SOTR. The cost towards training is to be quoted against the line item on lump-sum basis. In case separate line item was not indicated in the Price of same will be included with the service engineer charges.</p>		
2	<p><u>PRE-QUALIFICATION CRITERIA:</u></p> <p><u>(a) Technical/ Work experience Criteria:</u></p> <p>(i) Bidder to submit their experience details including work completion certificates and relevant Purchase Orders for having provided similar type of equipment/systems to any warships.</p> <p>(ii) Vendor shall submit a declaration in their letter head that there are no adverse reports from any of their customers for these types of equipment supplied by them. In case any such adverse report/remark exists, the details of the same may be furnished along with the reference Purchase Order and customer details.</p>		

3	<p><u>VALIDITY PERIOD OF OFFER:</u> (a) <u>Main Equipment, OBS, Tolls, document & Services as indicated in the tender:</u> Bid / Offer shall have the validity period of 180 days from the tender opening date. (b) <u>Validity Period of B&D Spares:</u> Validity of the B&D spares shall be 18 months from the date of opening of price bid and final CPL/PIL in ILMS format, whichever is later.</p>		
4	<p><u>TERM OF PRICES:</u> Price is to be firm and fixed till execution of the order. No price escalation will be allowed at any stage during contract period. Firm to ensure that they have quoted for all line items as per tender. Quoted price to be in INR only.</p>		
5	<p><u>DELIVERY PERIOD/COMPLETION SCHEDULE:</u></p> <p>(a) Precise delivery period is indicated in tender enquiry and any deviations to the same are not acceptable. Bidder (bidder) required to provide their acceptance to the delivery dates/ delivery schedule as per tender. Binding data/ documents & QAP as per SOTR.</p> <p>(b) Part Delivery: GRSE will prefer to have the entire Equipment / Item within the stipulated delivery period and will discourage the part delivery & part payment thereof.</p> <p>(c) Advancement of Delivery: To meet the project timelines, GRSE may require advancing the delivery of goods against contractual delivery dates and in that case a prior notice will be given to the supplier. (Supplier shall indicate the minimum prior notice period that is required for advancement of delivery) The envisage period for advancement of delivery may be from Three months to 1 year depending on ship's construction phase. Therefore, in such cases, the supplier has to give price discount towards reduction in delivery timelines. The supplier has to quote reduction in prices in percentage of total basic price of Main equipment, OBS and Documentation on per annum basis as per price bid format. The prorata rate will be considered for actual period of advancement.</p> <p>(d) Postponement of Delivery: In case GRSE desires to postpone the delivery period over and above the contractual delivery date, delivery postponement charges in percentage on per annum basis of total basic price of Main equipment, OBS and Documentation for a period of 01 year are to be indicated in the Part-II, Price Bid. However, no delivery postponement charges will be applicable for first six months from contractual delivery for each yard. Please note that delivery postponement charges will also be applicable for delivery extension of individual line item, if needed, and it will be applicable on price of that line item. The pro-rata rate will be considered for actual period of postponement.</p> <p>(e) In case a bidder does not quote Delivery Postponement charges in their Part-II Price Bid, the said charges will be considered as 0% while ranking of the bid. In such case bidder has to extend delivery if required at no extra cost up to 1 year beyond contractual agreed period.</p>		

- (f) **Delivery Schedule: -**
 (i) Main Item, OBS, Tools & Documents:
YARD 3037-3040:

SI No	Yard	Delivery schedule
1	3037-3040	Within 02 Months from PO

(ii) Services and training to be provided as and when required by the shipyards

Note: Batteries(if applicable) to be delivered prior to STW and within 02 months from intimation by the Buyer(GRSE)

- (g) Binding Drg. and QAP for approval: Binding Drg. as per SOTR to be submitted to GRSE. QAP/ATP to be submitted as per SOTR.
 (h) CPIL/PIL will be supply as per the TNC (usually 6 months from the date of the PO).

6

SECURITY DEPOSIT (SD):

- (a) Single SDs (Per P.O separate SD) for 5% of total order value excluding taxes, duties for Supply & Service component to be submitted.
 (b) SD for 5% of the Supply+ Services component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance of materials and completion services & training. Hence, SD should be kept valid till such time.
 (c) SDBG shall be submitted in GRSE Format.
 (d) SD can be remitted directly to respective Shipyard's Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
 (e) Security Deposit can also be in the form of Bank Guarantee in favor of respective shipyard and shall be submitted within 25 days from the date of transmission of this order.
 (f) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
 (g) In case of failure to submit the Security Deposit within 25 days of transmission of the order, shipyard reserves the right to cancel the order invoking the risk purchase clause.
 (h) In case delivery / completion of services and training are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery and completion services & training on instruction from respective shipyard
 (i) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the

	<p>same shall be applicable for delayed period of extension of validity.</p> <p>(j) SD will be returned without interest on completion of delivery & acceptance of items and completion of services & training for the respective orders and on written request from the supplier.</p> <p>(k) In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by shipyard.</p> <p>(l) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.</p> <p>(m) GRSE's Bank Details: BANK NAME : STATE BANK OF INDIA BRANCH NAME: COMMERCIAL BRANCH</p> <p>ADDRESS : 24, PARK STREET, KOLKATA-700016</p> <p>ACCOUNT TYPE : CASH CREDIT ACCOUNT ACCOUNT NO : 10945133828 MICR CODE : 700002120 IFSC CODE : SBIN0007502</p> <p>(n) Original SDBG will be send to the concurrence dealing officer of procurement dept & a copy of SDBG should be upload in the OBPS portal.</p>		
7	<p><u>PERFORMANCE BANK GUARANTEE (PBG):</u></p> <p>(a) Separate PBGs for 'material value for 5% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10% to respective Buyer.</p> <p>(b) PBG to be submitted to respective Buyer in respective Buyer's format.</p> <p>(c) PBGs shall be kept valid till completion of respective warranty period plus Three month. In case supply of items is delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBGs for non-compliance of contractual obligation.</p> <p>(d) GRSE shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.</p> <p>(e) The Performance Bank Guarantee in favour of GRSE shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.</p> <p>(f) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.</p> <p>(g) GRSE's Bank Details: BANK NAME: STATE BANK OF INDIA BRANCH NAME: COMMERCIAL BRANCH ADDRESS: 24, PARK STREET, KOLKATA-700016 ACCOUNT TYPE: CASH CREDIT ACCOUNT ACCOUNT NO: 10945133828 MICR CODE: 700002120 IFSC CODE: SBIN0007502</p>		
8	<p><u>INSPECTION: It shall be as per SOTR.</u> Other general conditions related to inspection of material are as under: Receipt Inspection at GRSE (RIC).</p>		

	<p>(a) The decision of the Inspecting Authority or their representatives, as the case may be, on any question of the intent, meaning and the scope of Specifications / Standards shall be final, conclusive and binding on the Bidder/ Supplier / Contractor.</p> <p>(b) The Bidder / Supplier / Contractor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.</p> <p>(c) Bidder shall directly offer for inspection agency through a call letter under intimation to us and ensure readiness of the items offered for inspection on the scheduled date & time.</p> <p>(d) Wherever Inspection Agency indicated as TPIA, Pre-Dispatch Inspection will be done Third Party as per QAP approved by GRSE (QA), TPI inspection charges will be borne by GRSE directly to TPI agency (presently TPIA is M/s. RINA). Any other test charges to be borne by supplier.</p> <p>(e) Wherever Inspection Agency Indicated as Class Authority, Class Authority (IRS), then charges for In-process inspection including Drawing and QAP approval will be borne by firm and quoted price should be inclusive of same.</p>		
9	EXCHANGE RATE VARIATION (ERV). Not reimbursable and not payable.		
10	<p><u>PAYMENT TERMS:</u> No payment of advance.</p> <p>(a) <u>Main Equipment Package, OBS & Documentation</u></p> <p>(i) STAGE-I: 90% of order value will be paid through ECS/NEFT within 30 days against ink signed/ e- invoice's supported by gate stamped/receipted invoice/challan/LR and acceptance of material with clear receipt inspection certificate (ICGRN).</p> <p>(iii) STAGE-II:10% payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate (ICGRN) with Performance Bank Guarantee (PBG) of 5% as per GRSE format, which shall remain valid till expiry of the guarantee period plus 3 months claim period or balance 10% will be made after guaranty period.</p> <p>(b) <u>Services:</u> 100% payment will be made on submission of work done certificate duly signed by the Yard/PL/PMT / PCM of the ship.</p> <p>(c) <u>Training:</u> 100% payment for training will be made within 25 to 30 days. The payment will be released against certification by the designated acceptance authority after satisfactory completion of the training activity and submission of the invoice with relevant documents.</p> <p>(d) Taxes and Duties: as per the SI no 10 Section I (Instruction to bidder).</p>		
11	<u>PAYMENT MODE:</u> All the payments to indigenous bidders due shall be made through Real Time Gross Settlement (RTGS) / National Electronic Fund Transfer (NEFT).		

	<p>Suppliers/Bidder(bidder)s to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope super scribing the following details on the envelope:</p> <ol style="list-style-type: none"> i. Purchase Order No. ii. Bidder(bidder) Code (As per PO) iii. Bill No/ Invoice No. iv. Name of the person/ employee to whom bill is addressed for processing v. A transition fee of Rs. 500/- will be charged in case of first return of bill(s) due to inappropriate/incomplete/faulty submission of documents. A transition fee of Rs. 1000/- will be charged in case of each subsequent return of the bill(s) for the same. 		
12	<p><u>WARRANTY/GUARANTEE:</u></p> <p>(a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 36 months from the date of receipt and acceptance at Buyer, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warranty period any equipment or component thereof supplied by the Bidder(bidder)/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the Bidder(bidder)/sub-contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE. Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and/or as desired by the Purchaser / Owner, at no extra cost.</p> <p>(b) The Supplier cannot absolve their responsibility for warranty of material even though it is inspected by & approved by the inspection authorities.</p> <p>(c) If the defects are not remedied within a reasonable/stipulated time, GRSE may proceed to rectify the defects at the supplier's risk & cost, but without prejudice to GRSE's rights under the contract.</p> <p>(d) During the period of warranty / guarantee if any defect noticed in the equipment / item supplied, the supplier/ contractor will have to rectify such defects immediately at no extra cost to GRSE.</p> <p>(e) Beyond the warranty/ guarantee indicated above, Bidder to quote warranty / guarantee extension charges in percentage on per annum basis for maximum 02 years of total basic price of Main equipment, OBS, IM, Cables, SMT etc for a period. 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</p>		

	<p>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 two years will be loaded on simple basis for deciding the lowest bidder.</p> <p>(f) 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% while ranking of the bid. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 1 years beyond contractual agreed period.</p>		
13	<p>LIQUIDATED DAMAGES (LD):</p> <p>(a) In cases of delay, beyond the agreed schedule, the Supplier/Contractor shall pay LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered/unfinished portion of the order/contract if the quantity is separable.</p> <p>(b)-LD @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings, QAP to the concern authority for approval.</p> <p>Overall LD for both 13 (a) (as per NIT) and 13 (b) put together will be limited to 10% of total order value (excluding taxes and duties).</p> <p>(c) The initial submission of the Layout drawing, manufacturing drawing & QAP shall be of acceptable quality in the opinion of the concerned approving authority.</p>		
13.1	<p>PENALTY: Maximum 1% of Total Order value on failure of CPIL/PIL submission in ILMS, within 6 months from the PO.</p>		
14	<p>OPTION CLAUSE: GRSE retains the right to place orders for additional quantities up to a maximum of 50% of the originally contracted quantity at the same rate and terms of the contract. Such an option shall be available during the original period of contract. Option quantity during extended delivery period is limited to 50% of balance quantity after original delivery period.</p>		
15	<p>CANCELLATION OF ORDER:</p> <p>The Purchaser reserves the right to cancel an order forthwith, if on completion of 50% of the scheduled delivery/Completion period the progress of manufacture/Supply is not to the satisfaction of Purchaser and failure on the part of the Bidder/Supplier/Contractor to comply with the delivery schedule is inevitable. Cancellation of P.Os will be done after forwarding of written notice of 10 days .In such an event the Supplier shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Supplier at his cost.</p> <p>In case of breach / non-compliance of any of the agreed terms & conditions of order / contract. GRSE reserves the right to recover consequential damages from the Supplier on account of such premature termination of contract.</p> <p>In case of delay beyond agreed period for liquidated damages or 10 weeks from contractual delivery period or</p>		

	unsatisfactory progress before contractual delivery period, GRSE reserves the right to cancel the order and procure the order items / services from any available source at GRSE option & discretion and entirely at your risk and cost. Extra expenditure incurred by GRSE in doing will be recoverable from Supplier.		
16	Risk Purchase: For unsatisfactory progress even before contractual delivery date or delay in delivery, GRSE shall have the right to cancel the part order/ whole contract and procure materials & services from alternative source completely at the suppliers risk and cost.		
17	Non- Disclosure Agreement of the contract Document: Except with the written consent of the Buyer/Indian Navy, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third Party.		
18	Additional Information: GRSE shall not be bound by any conditions or provisions in the Bidder(bidder)s bid form or acknowledgment of contract, invoices, packing list and any other documents which purport to impose any conditions at variance with the tender/PO terms. Wherever bidders provide additional information/requirements in their response bid/offer to this NIT, GRSE may consider the same only if these are in line with NIT requirements, discussed by bidder in TNC/CNC and recorded in relevant Minutes of Meeting.		
19	INDIGENIZATION: OEM/Suppliers while participating in bid shall clearly indicate the indigenous content and Foreign Content in % terms in their letter head along with techno-commercial bid. Bidder(bidder) also required to indicate Foreign Currency considered, base rate and Base date. In this regard, also declaration to be submitted in the enclosed format Annexure XII . The bidders (Indian) in their technical offer shall also submit road map towards reduction of FE content / increase of INR content in the system/equipment offered. This proposed indigenization plan shall be formulated by bidders in such a manner that there is a progressive increase towards indigenization as well as items indigenized across the items. Indigenous content of the equipment (at component level) should be indicated by the bidder/supplier up to Tier III level.		
20	PROGRESS REPORT Supplier will submit progress report/ bar chart initially within 1 months from the date of receipt of order and thereafter on monthly basis as per format Annexure XIV .		
21	PACKING & FORWARDING: The items should be suitably packed for safe transportation and handling and storage for 12 months giving full protection required under normal transport conditions to prevent from damages and deterioration till it reaches respective Buyer. Adequate protection should be provided against rain and other transit risks. The charges for Packing & forwarding are to be included in the prices. CASE MARKING: Name of the Buyer with details address CASE NO. ORDER NO. NET WEIGHT		

GROSS WEIGHT.....

OUTSIDE DIMENSIONS.....

MADE IN

i) Each packing in addition to aligning position {□} shall be provided with identification tallies.

ii) Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied.

iii) In case of pipes/conduits/cables, size wise bundles should be made for easy handling and identification for proper storage. Pipes have to be supplied with end protective caps (plastic cables) to avoid ingress of any foreign particles and rusting.

iv) Each case would have proper instruction, written at the appropriate place to handle the case safely. In addition to indicating the aligning position, each item would be provided with identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.

v) The packing material shall be environmental friendly/ biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly/ biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action. Bidder/ Bidder(bidder) should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GRSE premises, the supplier/Bidder(bidder) should replace the RHBs and should bear the cost incurred for disposal of the RHBs.

vi) Please note following for preparation of e-way bill / Invoices:

a) The description and POS No of item in the challan would exactly be as per that in the Purchase Order.

b) Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.

c) If items are supplied as free replacement/ free of charge, it would be mentioned in the e-way bill as "free supply items" and the relevant PO No. and Yard No. against which the free supply is made should be indicated.

d) The supplier is required to furnish details of E-way bill generated for taxable value exceeding Rs.50,000/- or as specified by GST Act/Rule /Authority from time to time, to Buyer along with Invoice/Delivery Challan issued for supply of goods. E- Way bill generated from the Supplier's GSTIN as per the Purchase Order/ Contract issued by Buyer will be accepted for in-warding the goods at Buyer.

e) In case of supply of goods is made under arrangement of "Bill to Ship to model" directly from a location of Sub Supplier, E-way bill need to be generated from the Supplier's GSTIN as per the Purchase Order/ Contract issued by Buyer with details of Invoice/ Delivery Challan issued by supplier to Buyer for appropriate identification of goods.

	<p>vii) The Supplier on receipt of Purchase Order shall list out and Bidder(bidder) all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items and forward to GRSE three months prior to contractual delivery date (6 weeks if delivery schedule is less than 8 months). Each item shall have the supplier's part no. and break up price. The same is required essentially for incorporating Buyer material code nos. into the Purchase Orders and computer systems. Buyer shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with Buyer Code numbers, individual prices etc. in advance of contractual delivery. While dispatching the Supplier shall identify each item with Buyer code no. and the supplier's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and supplier's part no. In case of any deviation, Buyer shall not be in any way responsible for delay in issue of receipt inspection report and payment.</p> <p>viii) All OBS are to be packed in separate box, not mixed with any other items with clear identification marks on box.</p> <p>Note :- Materials to be delivered along with following documents :-</p> <p>(a) Ink signed invoice indicating Buyer's P.O. No. , item Sl. Buyer material code , Item details etc. – 04 sets</p> <p>(b) Delivery challan and Packing list indicating Buyer P.O. No. , item Sl., Item details , Buyer materials material code , qty etc.</p> <p>(c) MTC/COC / I-Note , warranty Certificates as applicable.</p> <p>(d) Preservation certificate and storage instructing</p> <p>(e) Box wise Packing list indicating detail of the items with Buyer material code. Packing list to be furnished on the box also.</p>		
22	<p>ARBITRATION:</p> <p>a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.</p> <p>b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.c)</p>		

	<p>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.</p> <p>d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.</p> <p>e) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.</p> <p>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 Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.</p> <p>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.</p> <p>h) The language of the proceeding shall be in English."</p>		
23	<p><u>REJECTION REPLACEMENT:</u> Any equipment found defective/rejected, Supplier will collect the same from GRSE Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection.</p> <p>GRSE reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.</p>		
24	<p><u>INDIVIDUALITY OF CONTRACT:</u> This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that supplier may have entered into with GRSE.</p>		
25	<p><u>GOVERNING JURISDICTION:</u> All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.</p>		

26	ORDER ACKNOWLEDE-PROTALENT: The supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by the Bidder(bidder).		
27	BOOK EXAMINATION CLAUSE: In case it is found to the satisfaction of the BUYER that the Bidder(bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the Bidder(bidder), on a specific request of the buyer shall provide necessary information/Break-up data/inspection of the relevant financial documents/information.		
28	Fall Clause The BIDDER undertakes that it has not supplied/ is not supplying similar product/systems or subsystems 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 for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.		
29	Preservation and re-preservation: Preservation and re-preservation: Initial preservation to be carried out as per SOTR. Firm has to indicate the preservation charges per annum basis in % of Equipment . The quote should include the price of all material and services required for the preservation.		
30	Product Support and Obsolesce management: As per SOTR		
31	All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS -PE-INDG (August – 2006) and referred tender .		
32	Commercial Negotiation is subject to acceptance by TC Chairman of this Tender and technical clearance of offer by CDO.		

Signature of Vendor with Stamp

Signature of GRSE

गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
(भारत सरकार का उपक्रम) (रक्षा मंत्रालय)
43/46 गार्डेन रीच रोड, कोलकाता - 700 024



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking) (Ministry of Defence)
43/46 Garden Reach Road, Kolkata – 700 024

PART-I (Technical Offer)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

Indent No: 1000061371 -374 Dated 02.08.2025

NAME & ADDRESS OF THE BIDDER *

BIDDER'S REFERENCE NO./DATE *

CONTACT NO., FAX NO., e-mail OF THE BIDDER*

GeM seller id

Sl No.	Yard No.	Indent Nos.	Ind Sl. No.	Material Code	Material short Description	Qty Required for 4 Ship sets	UO M	Required Delivery (at GRSE)	HSN/SAC Code *	GST in % only	Quote d yes /No	Quoted Delivery *
1	3037-3040	1000061371-1000061374	10	342552000051	09 CFM Portable HP DD Compressor300 Bar	4	EA	As Per NIT				
2	3037-3040	1000061371-1000061374	20	342552000052	Auto drainage system_HP DD Compressor	4	ST	As Per NIT				
3	3037-3040	1000061371-1000061374	30	342552000053	Charging panel c/w 4 outlet_Compressor	4	EA	As Per NIT				
4	3037-3040	1000061371-1000061374	40	342552000054	Vibration mounting&accessories_Compressor	4	ST	As Per NIT				
5	3037-3040	1000061371-1000061374	50	342552000055	Isolating/stop valve for 8mm dia ss pipe	16	EA	As Per NIT				
6	3037-3040	1000061371-1000061374	60	342552008101	Onboard spares for HP DD Compressor	4	ST	As Per NIT				
7	3037-3040	1000061371-1000061374	70	342552008301	Tool Kit for HP DD Compressor	4	ST	As Per NIT				
8	3037-3040	1000061371-1000061374	80	342552008451	Comm Spares inc micronic filter cartridg	4	ST	As Per NIT				
9	3037-3040	1000061371-1000061374	90	342552009600	Instruction Manual, CPL/PIL_Compressor	24	ST	As Per NIT				
10	3037-3040	1000061371-1000061374	100	342552009601	InstructManual,CPL/PIL in cd_Compressor	24	ST	As Per NIT				
11	3037-3040	1000061371-1000061374	110	342552009602	Shop Test Report_HP DD Compressor	24	ST	As Per NIT				
12	3037-3040	1000061371-1000061374	120	342552009603	Inspection report_HP DD Compressor	24	ST	As Per NIT				
13	3037-3040	1000061371-1000061374	130	342552009604	Calibration certificate_HP DD Compressor	24	ST	As Per NIT				

14	3037-3040	1000061371-1000061374	140	342552009605	Air purity certificate_HP DD Compressor	24	ST	As Per NIT				
15	3037-3040	1000061371-1000061374	150	342552009606	fault location chart_HP DD Compressor	24	ST	As Per NIT				
16	3037-3040	1000061371-1000061374	160	342552009607	test/trial format_HP DD Compressor	24	ST	As Per NIT				
17	3037-3040	1000061371-1000061374	170	342552009608	Pressure test certificates_HP DD Compres	24	ST	As Per NIT				
18	3037-3040	1000061371-1000061374	180	342552009609	Preservation&Maint Schedule_Compressor	24	ST	As Per NIT				
19	3037-3040	1000061371-1000061374	190	342552009610	MTC from NABL test labs_compressor	24	ST	As Per NIT				
20	3037-3040	1000061371-1000061374	200	342552009611	Guarantee certificate_compressor	24	ST	As Per NIT				
21	3037-3040	1000061371-1000061374	210	342552009612	Equipment Service Log Book_compressor	24	ST	As Per NIT				

Note: (i) Bidder has to quote as per scope mentioned in SOTR No. (ii) Firm has to submit the signed , stamped and commented (Accepted/Non accepted) SOTR Clauses along with techno-commercial bid (iii) No price to be mentioned in the technical bid, or else offer will be liable for rejection and as per opinion of GRSE. (iv) Cables gland, Fasteners, Socket as applicable as per SOTR to be supplied with the items. (v) QUANTITY INDICATED IN EACH LINE ITEM FOR 4 SHIPSETS.

Components of Service

Inspection Authority / scope of Inspection:

ANNEXURE-A-0 (TECHNICAL BID - List of Deliverables for Main Equipment)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*

Sl. No.	Yard No.	Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ANNEXURE-A-1 (TECHNICAL BID - List of Deliverables for Accessories)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*

Sl. No.	Yard No.	Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					

6					
7					
8					
9					
10					

ANNEXURE-A-2 (TECHNICAL BID - List of Deliverables for STTE)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

<u>NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*</u>					
Sl. No.	Yard No.	Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ANNEXURE-A-3(TECHNICAL BID - List of Deliverables for Cables and IM)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

<u>NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*</u>					
Sl. No.	Yard No.	Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					

7				
8				
9				
10				

ANNEXURE-A-4(TECHNICAL BID - List of Deliverables for Inst & Commissioning Spares)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*

Sl. No.	Yard No.	Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**ANNEXURE-A-5 (TECHNICAL BID - OBS Break-up)
ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040**

**NAME & ADDRESS OF
THE BIDDER WITH
REFERENCE
NO./DATE***

-

Sl. No.	Eqpt Part No./ Model No./ Sl. No.	Eqpt. Description	OEM Name	Vendor Name	Illustrated Spare Part List (ISPL) Reference / Part No. of Spare	Description of Spare	Country of Origin	Unit Price	SELLER Order No & Date	Currency Code	Total Qty	VED Category	Recommended scale for 11 No Vessels B&D (for 05 Yrs)	Remarks
1								Price to be quoted in price bid only						
2														
3														
4														
5														
6														
7														
8														
9														
10														

* VED - VITAL / ESSENTIAL / DESIRABLE analysis of spares to be carried out by OEM prior to submission to the BUYER.

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Data furnished as OBS should also include software backups, as applicable.
3. In 'Remarks' column following information (if applicable) be given:
 - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated
 - (b) Matching set of components be indicated

ANNEXURE-A-6 (TECHNICAL BID - B&D Spares Break-up)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

E- TENDER NO:

**NAME & ADDRESS OF THE
BIDDER WITH REFERENCE
NO./DATE***

-

Sl. No.	Eqpt Part No./ Model No./ Sl. No.	Eqpt. Description	OEM Name	Vendor Name	Illustrated Spare Part List (ISPL) Reference / Part No. of Spare	Description of Spare	Country of Origin	Unit Price	SELLER Order No & Dtae	Currency Code	Total Qty	VED Category	Recommended scale for 11 No Vessels B&D (for 05 Yrs)	Remarks
1								price to be mention only in price bid template						
2														
3														
4														
5														
6														
7														
8														
9														
10														

* VED - VITAL / ESSENTIAL / DESIRABLE analysis of spares to be carried out by OEM prior to submission to the BUYER.

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Data furnished as B&D should also include software backups, as applicable.
3. In 'Remarks' column following information (if applicable) be given:
 - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated
 - (b) Matching set of components be indicated

गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
(भारत सरकार का उपक्रम) (रक्षा मंत्रालय)
43/46 गार्डेन रीच रोड, कोलकाता - 700 024



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking) (Ministry of Defence)
43/46 Garden Reach Road, Kolkata – 700 024

**PART-II A (PRICE Offer) for reference purpose,
To be submitted with PRICE BID available in Gem portal.**

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

Indent No: 1000061371 -374 Dated 02.08.2025

NAME & ADDRESS OF THE BIDDER *

BIDDER'S REFERENCE NO./DATE *

CONTACT NO., FAX NO, e-mail OF THE BIDDER*

Enquiry Sl. No.	Yard No.	Indent Nos.	Ind. Sl. No.	Material Code	Material Description- details	Qty Required for shipset	UOM	Unit rate without GST	Total Without GST	Rate of GST in %	Total with GST
1	3037-3040	1000061371-1000061374	10	342552000051	09 CFM Portable HP DD Compressor300 Bar	4	EA				
2	3037-3040	1000061371-1000061374	20	342552000052	Auto drainage system_HP DD Compressor	4	ST				
3	3037-3040	1000061371-1000061374	30	342552000053	Charging panel c/w 4 outlet_Compressor	4	EA				
4	3037-3040	1000061371-1000061374	40	342552000054	Vibration mounting&ccessories_Compressor	4	ST				
5	3037-3040	1000061371-1000061374	50	342552000055	Isolating/stop valve for 8mm dia ss pipe	16	EA				
6	3037-3040	1000061371-1000061374	60	342552008101	Onboard spares for HP DD Compressor	4	ST				
7	3037-3040	1000061371-1000061374	70	342552008301	Tool Kit for HP DD Compressor	4	ST				
8	3037-3040	1000061371-1000061374	80	342552008451	Comm Spares inc micronic filter cartridg	4	ST				
9	3037-3040	1000061371-1000061374	90	342552009600	Instruction Manual, CPL/PIL_Compressor	24	ST				
10	3037-3040	1000061371-1000061374	100	342552009601	InstructManual,CPL/PIL in cd_Compressor	24	ST				
11	3037-3040	1000061371-1000061374	110	342552009602	Shop Test Report_HP DD Compressor	24	ST				

12	3037-3040	1000061371-1000061374	120	342552009603	Inspection report_HP DD Compressor	24	ST				
13	3037-3040	1000061371-1000061374	130	342552009604	Calibration certificate_HP DD Compressor	24	ST				
14	3037-3040	1000061371-1000061374	140	342552009605	Air purity certificate_HP DD Compressor	24	ST				
15	3037-3040	1000061371-1000061374	150	342552009606	fault location chart_HP DD Compressor	24	ST				
16	3037-3040	1000061371-1000061374	160	342552009607	test/trial format_HP DD Compressor	24	ST				
17	3037-3040	1000061371-1000061374	170	342552009608	Pressure test certificates_HP DD Compres	24	ST				
18	3037-3040	1000061371-1000061374	180	342552009609	Preservation&Maint Schedule_Compressor	24	ST				
19	3037-3040	1000061371-1000061374	190	342552009610	MTC from NABL test labs_compressor	24	ST				
20	3037-3040	1000061371-1000061374	200	342552009611	Guarantee certificate_compressor	24	ST				
21	3037-3040	1000061371-1000061374	210	342552009612	Equipment Service Log Book_compressor	24	ST				

(a) Quantity indicated against each line item is for 4 Shipset. Firm to quote as per system requirement as per SOTR/PRE BID MEETING/MOM of TNC as a complete package.

Components of Service

Inspection Authority / scope of Inspection:

(b) Inspection: As per SOTR. Prices quoted are inclusive inspection charges for Drawing Approval/ QAP approval /Type Test/FAT/In-process Inspection/On board Inspection wherever applicable as per SOTR requirement. (c) firm is to quote all items separately, and mandatorily for, warrantee extension charges, reduction for delivery preponement and charges for delivery postponement . Price should not be mentioned in anywhere other than price bid.

गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड
(भारत सरकार का उपक्रम) (रक्षा मंत्रालय)
43/46 गार्डन रीच रोड, कोलकाता - 700 024



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking) (Ministry of Defence)
43/46 Garden Reach Road, Kolkata – 700 024

FORMAT FOR PRICE OFFER

PART-II (B) (PRICE Offer for Optional and invokable on future requirement)

ITEM: DRIVEN HP AIR COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

Indent No: 100061371 -374 Dated 02.08.2025

NAME & ADDRESS OF THE BIDDER *

BIDDER'S REFERENCE NO./DATE *

CONTACT NO., FAX NO, e-mail OF THE BIDDER*

Enquiry Sl. No.	Yard No.	Indent Nos.	Ind. Sl. No.	Material Code	Material Description- details	Qty Required 4 shipset	UOM	Unit rate without GST	Total Without GST	Rate of GST in %	Total with GST
The following will be Optional and invokable on future requirement											
17					Price reduction for Advancement of delivery on per annum basis (maximum 01 year based on GRSE requirement) in percentage of material value	1	LS				
18					Charges for Postponement of delivery on per annum basis (extendable upto maximum 01 year based on GRSE requirement) in percentage on material value	1	LS				
19					Service Engineer charges including to & fro travel, lodging, boarding & local conveyance per day basis.	1	LS				
20					Charges for warranty extension on per annum basis (extendable upto 02 years based on GRSE requirement) in percentage on material value	1	LS				
21					Additional Preservation/De preservation charges	1	LS				

(a) Quantity indicated against each line item is for 4 Shipset. Firm to quote as per system requirement as per SOTR/PRE-BID MEETING/MOM of TNC as a complete package.

(b) Inspection: As per SOTR NO. Prices quoted are inclusive inspection charges for Drawing Approval/ QAP approval /Type Test/FAT/In-process Inspection/On board Inspection wherever applicable as per SOTR requirement.

(c) firm is to quote all items separately, and mandatorily for, warrantee extension charges, reduction for delivery preponement and charges for delivery postponement . Price should not be mentioned in anywhere other than price bid.

ANNEXURE-A-0 (PRICE BID - List of Deliverables for Main Equipment)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

**NAME & ADDRESS OF THE BIDDER WITH REFERENCE
NO./DATE***

Sl. No.	Yard No.	OEM Part No.	Material Description	Qty Required per ship	UOM	Unit rate without GST	Total Without GST	Rate of GST in %	Total with GST
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

ANNEXURE-A-1 (PRICE BID - List of Deliverables for Accessories)

**ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040
FORMAT FOR PRICE OFFER**

<u>NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*</u>					
Sl. No.	Yard No.	OEM Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ANNEXURE-A-2 (PRICE BID - List of Deliverables for STTE)

**ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040
FORMAT FOR PRICE OFFER (NOT FOR QUOTE) ONLY FOR REFERENCE PURPOSE**

<u>NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*</u>					
Sl. No.	Yard No.	OEM Part No.	Material Description	Qty Required per ship	UOM
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

ANNEXURE-A-3 (PRICE BID - List of Deliverables)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER
WITH REFERENCE NO./DATE*

Sl. No.	Yard No.	OEM Part No.	Material Description	Qty Required per ship	UOM	Unit rate without GST	Total Without GST	Rate of GST in %	Total with GST
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

ANNEXURE-A-4(PRICE BID - List of Deliverables for Inst & Commissioning Spares)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER
WITH REFERENCE NO./DATE*

Sl. No.	Yard No.	OEM Part No.	Material Description	Qty Required per ship	UOM	Unit rate without GST	Total Without GST	Rate of GST in %	Total with GST
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

ANNEXURE-A-5 (PRICE BID - OBS Break-up)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*		-															
Sl. No.	Eqpt Part No./ Model No./ Sl. No.	Eqpt. Description	OEM Name	Vendor Name	Illustrated Spare Part List (ISPL) Reference / Part No. of Spare	Description of Spare	Country of Origin	Unit Price without GST	SELLER Order No & Dtae	Currency Code	Total Qty	Total price Without GST	GST rate in %	Total price with GST	VED Category	Recommended scale for 11 No Vessels B&D (for 05 Yrs)	Remarks
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

* VED - VITAL / ESSENTIAL / DESIRABLE analysis of spares to be carried out by OEM prior to submission to the BUYER.

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Data furnished as OBS should also include software backups, as applicable.
3. In 'Remarks' column following information (if applicable) be given:
 - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated
 - (b) Matching set of components be indicated

ANNEXURE-A-6 (PRICE BID - B&D Spares Break-up)

ITEM: 09CFM PORTABLE COMPRESSOR FOR NGOPV PROJECT, YARD 3037-3040

<u>NAME & ADDRESS OF THE BIDDER WITH REFERENCE NO./DATE*</u>																	
Sl. No.	Eqpt Part No./ Model No./ Sl. No.	Eqpt. Description	OEM Name	Vendor Name	Illustrated Spare Part List (ISPL) Reference / Part No. of Spare	Description of Spare	Country of Origin	Unit Price without GST	SELLER Order No & Date	Currency Code	Total Qty	Total price Without GST	GST rate in %	Total price with GST	VED Category	Recommended scale for 11 No Vessels B&D (for 05 Yrs)	Remarks
1																	
2																	
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

* VED - VITAL / ESSENTIAL / DESIRABLE analysis of spares to be carried out by OEM prior to submission to the BUYER.

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.
2. Data furnished as B&D should also include software backups, as applicable.
3. In 'Remarks' column following information (if applicable) be given:
 - (a) If an item has a shelf/operational life it be marked as 'G' and life indicated
 - (b) Matching set of components be indicated