



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking, under Ministry of Defence)

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Department :: Commercial Shipbuilding

NOTICE INVITING TENDER (NIT)

FOR

Procurement of "Accommodation Ladder" for GRSE "Acoustic Research Ship (ARS) project"

TYPE OF TENDER : - "Open Tender".

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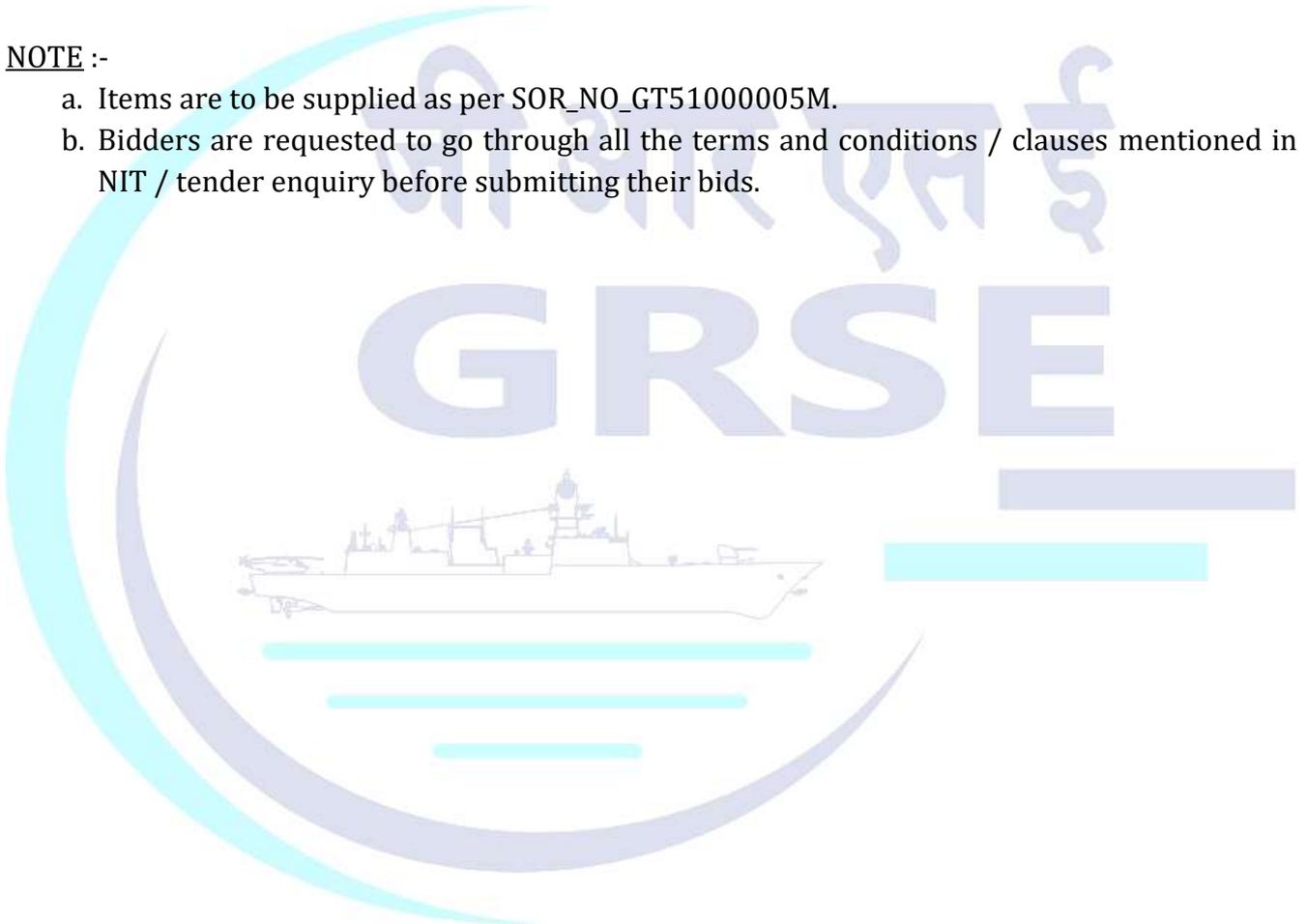
BILL OF QUANTITY

SN	Material Code	Item Description	UOM	Qty
1	372685000001	Electric.operated Accommodation ladder (Electrically operated Accommodation ladder with Winch, davits & other associated fittings as per ISO 5488:2015, ISO 7364:2016 & MSC. 1/Circ.1331)	EA	2
2	372685008001	OBS for complete Accommodation ladder (Onboard spares for complete Accommodation ladder system including winch & davit for 02 years exploitation.)	ST	1
3	SER10929	Service for Accommodation ladder system (Service for FATs, Onboard Installation, STW, HATs, & SATs of complete Accommodation ladder system (Total Manpower to be supplied for these activities shall be minimum 12 mandays in 03 visits).)	LS	1
4	SER10930	Service for training Accommodation lader (Service for training to ship crews for complete Accommodation ladder system. (Minimum 03 Mandays to be supplied))	LS	1
5	372685009001	Documents (Hard copy) ("Documents (Hard copy) a. Type approval Certificate from IACS Class. b. Manuals for – Onboard Installation, Testing, Operations, and maintenance, c. Parts and Tools Catalogue. d. Class approved As-made drawings. e. Installation Drawings. f. Class approved FATs procedure document, GRAQ document for HATs/SATs. g. IACS Class signed FATs report including weight of complete equipment. h. Inspection Certificate. i. Material test Certificate. j. Guarantee / warranty certificate")	ST	4
6	372685009002	Documents (Soft copy – Pendrive / CD) ("Documents (Soft copy – Pendrive / CD) a. Type approval Certificate from IACS Class. b. Manuals for – Onboard Installation, Testing, Operations, and maintenance, c. Parts and Tools Catalogue. d. Class approved As-made drawings. e. Installation Drawings.	EA	4

		f. Class approved FATs procedure document, GRAQ document for HATs/SATs. g. IACS Class signed FATs report including weight of complete equipment. h. Inspection Certificate. i. Material test Certificate. j. Guarantee / warranty certificate)		
7	372685008201	Installation & Commissioning Spares (Installation & Commissioning Spares required for installation, Connectorisation & STW.)	ST	1
8	372685008401	Tools & Test Equipments (Tools & Test Equipments required for Installation & On-Board maintenance)	ST	1

NOTE :-

- a. Items are to be supplied as per SOR_NO_GT5100005M.
- b. Bidders are requested to go through all the terms and conditions / clauses mentioned in NIT / tender enquiry before submitting their bids.



GENERAL INSTRUCTIONS TO BIDDERS

1. **ALL THE BIDDER SHALL ENSURE FOLLOWING TO INCLUDE IN THE "TECHNO COMMERCIAL" BID :**
 - a. Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience certificate issued or executed order copies & supply completion certificate for similar products.
 - b. 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.
 - c. Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
 - d. Audited/Certified Balance sheet, Profit /Loss account for past three (03) years.
 - e. The vendors who are not yet registered that GRSE or whose validity expired, are required to submit the self-certified PAN card copy, GST registration certificate and expression of interest to registration at GRSE. Those vendors also required to apply for permanent vendor registration or renewal of vendor registration at GRSE within 02 weeks from the tender opening date, the copy of the application to be submitted to commercial dept. /tender issuing authority.
 - f. 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.
 - g. Past supply performance will also be considered for techno-commercial clearance.
 - h. GRSE reserve the right to extend tender due date or open the bids without extending the tender , it is completely under purview of GRSE.
2. **SPECIAL INSTRUCTION:-**
 - a. GRSE reserve the right to visit participated firm premises to evaluate the production capacity, manufacturing facility, testing facility, financial capacity etc.
 - b. Only capable vendors in accordance to GRSE evaluation will be techno-commercially cleared.
3. **BID REJECTION CRITERIA:**
 - (a) Liable for rejection criteria:
 - a. Bid submitted by bidder who does not have experience of manufacture & supply of similar item to any PSU / DPSU / Gov. Organization / Shipyard / Renowned firm having similar kind of application. Documentary evidence of previously supplied similar items is to be submitted with technical offer, failing which may lead to technical rejection.
 - b. If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 3 years or before opening of this tender.
 - c. Non-submission of EMD other than those who are exempted from payment of EMD, as specified in the tender.
 - d. Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
 - e. Bid submitted by Indian Rep. / agent of foreign bidder without valid authorization.
 - f. Unreasonably longer delivery period quoted by the bidder.

- g. Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- h. Bidders not agreeing to furnish required Security Deposit till validity of contract/PO or Indemnity Bond in case of PSU or variation in quantum of Security Deposit as mentioned in the tender.
- i. Bidder not agreeing for Warranty period as specified in the tender.
- j. Non-submission of the certificate by bidders.
- k. Any deviation sought, which is not accepted to GRSE.
- l. Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.
- m. Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
- n. 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.

(b) Categorical rejection criteria:

- a. Bid received other than through e-portal in case of E-tender.
- b. Prices are mentioned / indicated in "Techno Commercial" bid.
- c. If the firm is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender.
- d. Bidder not agreeing to accept Integrity Pact (IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
- e. Bidder not agreeing to provide assistance wherever required for installation, commissioning, STW, HATs, SATs of equipment supplied by them and any other assistance required till successful delivery of Ships.
- f. Bidder does not quote for all line items where it is mandatory to quote as such.
- g. Tender/Contract of firm declared Bankrupt will not be considered as valid Tender/Contract.
- h. Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
- i. Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- j. Bidder not complying with the Pre-Qualification criteria stipulated in Tender/TSP.
- k. Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
- l. Bid with technical requirements and or terms not acceptable to GRSE/Customers/External agency nominated as applicable.
- m. Bidder not complying the GRSE's indigenisation policy or Preference to Make in India policy.

4. **INSTRUCTION FOR ALL VENDORS:**

- a. 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

reserves the right to cancel this tender at any stage in part / full without assigning any reason whatsoever and without any financial implication to GRSE.

- b. STACS will be applicable for other terms and conditions which is not mentioned in NIT. For details, please visit www.grse.in.
 - c. GRSE reserves the right to extend bid submission last date on GeM/NIC portal, bidders are suggested to visit e-portals on regular basis to update themselves on the matter of "Bid Submission Last Date". GRSE will not be responsible for communicating the same through any other means.
 - d. While submitting bid, bidder should consider all corrigendum/s published on GeM / NIC portal. Bidder should visit portal regularly for corrigendum(s) / updates. GRSE will not be responsible for communicating "Corrigendum" to bidders from any other means. No request of the firm regarding "missed corrigendum" will be entertained after submission of bids.
5. **REVISED BID:**
- a. In case the competent authority of GRSE does not approve for acceptance of revised bid as requested by vendor in MOM of TNC/CNC due to any reason(s), the vendor(s) is to be intimated along with notice for price bid opening, that their request for submission of revised bid had not been accepted and their offer may be deemed as disqualified on this ground.
6. **ONLINE BILL PROCESSING SYSTEM: -**
- GRSE has implemented Online Bill Processing system portal wherein you could access Purchase Orders, upload BG in pdf (original is to be sent directly to GRSE), drawing forwarding letter, QAP, WDC and submit bills either digitally signed. While status of goods entry at GRSE, Goods receipt, ICGRN and payment status with payment advice could be accessed through the portal once these are generated with one working day gap. Whole procurement process shall be governed by online system ONLY (Starting from placement of PO till payment and release of BG).
7. **NEW / UNREGISTERED VENDORS TO POSITIVELY SUBMIT THE FOLLOWING QUALIFICATION CRITERIA IN PART 'A' BID FAILING WHICH THEIR OFFER WILL NOT BE CONSIDERED FOR TENDER EVALUATION:-**
- a. Submission of the constitution and status of the firm.
 - b. Registration with Govt./PWD/PSU/and reputed organizations, if any (to furnish document).
 - c. Experience of supply/manufacture of similar items during last 2/3 years with documentary evidence such as copies of purchase orders, performance certificates from Govt. / reputed private organizations, etc.
 - d. Submission of Sales Tax clearance certificate, PAN together with copies of trade license, registration of GST, etc.
 - e. Solvency Certificate from Banker and copy of audited Accounts for last three years.
 - f. Name, address, telephone, mobile nos., email of the bankers and the contact person of the Firm.
 - g. Details in SOTR/TSP are to be referred and will take precedence wherever clauses are conflicting.

SPECIAL TERMS AND CONDITIONS OF THE NIT

Garden Reach Shipbuilders & Engineers Limited invites bids in "Two Bid System" through e-portal mode from prospective bidders for entering into contract for the supply of "Accommodation Ladder" for "ARS Project (GRSE yard no. 3058)" :-

GRSE Project	"ARS Project (GRSE yard no. 3058)"
GRSE Yard Numbers	3058 (01 shipset)
Tendered Item Description	Procurement of "Accommodation Ladder"
GRSE Indent Numbers	1000064656
e-Tender Number	CSB/NC/ARS/OT/Accommodation Ladder/ RA-3397
Reverse Auction	Applicable (With H1 Elimination (If Any))
Date of Pre-Bid Meeting (if required)	13-03-2026 (10:00 hrs IST)
Contact Person for "Pre Bid meeting"	Mr. Aakash Mohan (AM), E - Mail - Mohan.Aakash@grse.co.in, Mob No. 7018865036
Bid Submission Start Date & Time	As mentioned on NIC Portal
Last Date & Time of Receipt of Tender	As mentioned on NIC Portal
Date & Time of Opening of Tender	As mentioned on NIC Portal
EMD	Applicable
EMD Amount	Rs. 2,00,000.00 (Rupees Two Lakh Only).
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

CONTACT DETAILS FOR QUERIES :-

Query	Name	Contact Number	Email
Technical Specifications	Ms. Poornima Dumpa Sr. Manager	(+91) 33 - 2469 8101 +91 91471 38471	Dumpa.Poornima@grse.co.in
	Mr. Aakash Mohan Asst. Manager	(+91) 33 - 2469 8101 +91 7018865036	Mohan.Aakash@grse.co.in
Commercial Terms & Conditions	Mr. Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 91477 66066	Bose.ParthaSarathi@grse.co.in
	Ms. Padmawati Kisku Sr. Manager (CSB)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
	Neelesh Chouksey Manager (CSB)	(+91) 33-2469 8101 +91 70899 07756	Chouksey.Neelesh@grse.co.in
GRSE eProcurement Cell	Mr. Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

"NOTICE INVITING TENDER (NIT)" issuing authority for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. (A Govt. of India Enterprise, under the Ministry of Defence) :-

Neelesh Chouksey

Manager (Commercial Ship Building Department | Supply Chain)

Regd. & Corp. Office : 61 Garden Reach Road, Kolkata - 700 024.

Correspondence : Commercial Ship Building Department ('D' Block, 1st Floor), GRSE Bhavan Unit, 61 Garden Reach Road, Kolkata – 700 024.

Phone : (033) 2469 8101 || Email : Chouksey.Neelesh@grse.co.in || Mobile : 70899 07756

Website : www.grse.in || CIN : L35111WB1934GOI007891.

TECHNICAL TERMS & CONDITIONS OF THE NIT :

1. **ITEMS TO BE MANUFACTURED / SUPPLIED STRICTLY AS PER TECHNICAL SPECIFICATIONS :-**
 - a. Statement of Requirement for "Accommodation Ladder"; Specification No.- SOR_NO_GT5100005M for GRSE yard no. 3058.
2. **PRE-BID MEETING :- Applicable**
 - a. Date - Tentatively on 13-03-2026
 - b. Time - 10:00am
 - c. Venue - Central Design Office, GRSE Main unit, 43/46 Garden Reach Road, Kolkata - 700 024
 - d. Contact - Mr. Aakash Mohan (Asst. Manager)
7018865036; Mohan.Aakash@grse.co.in
 - e. Bidders are advised to contact the above officer for the final details.
3. **INSPECTION / INSPECTION AUTHORITY :-**
 - a. "Inspection Authority" shall be as per relevant clause of the SOR_NO_GT5100005M.
 - b. Receipt Inspection : By GRSE (Receipt Inspection Cell) on the basis of co-related Manufacturer's Test Certificate, Supplier's Guarantee Certificate and Third-Party / Class Inspection Agency's accepted Inspection Certificate [if applicable] etc.. During receipt inspection, in case required, firm rep may be required to verify completeness of the scope of supply and intactness of the supplied equipment and firm may require to depute their rep.
 - c. It is suggested to take all required clarification regarding "Inspection / Inspection authority from CDO (Technical Department) before submission of bid (During Pre-Bid meeting, if any).
4. **CERTIFICATES :-**
As per relevant clause of the Statement of Requirement.
 - a. Manufacturer's Test Certificates
 - b. Supplier's Guarantee Certificate
 - c. Inspection note cum Dispatch Clearance [if applicable]
 - d. All certificates required by Classification Society [if applicable]
 - e. Type approval certificate of Classification Society [if applicable]
5. **QUALITY ASSURANCE PLAN (QAP) :- Applicable.**
6. **QUANTITY TOLERANCE :- As per relevant clause of SOTR (If any).**
7. **QUALITY :-**
 - a. The Seller is to confirm that the goods/stores to be supplied under the Contract shall be new i.e., not manufactured before 2024. All test & trials and inspection will be conducted as per relevant clause of SOTR.

----- Bidders are requested to confirm point-wise acceptance of all the technical clauses in the 'Acceptance Format (Matrix) of SOR; Deviations, if any, are to be clearly indicated -----

COMMERCIAL TERMS & CONDITIONS OF THE NIT :

Offers must be submitted in two bid system through NIC Portal from the vendors.

1. **TENDER TYPE :- "Open Tender"**. Bidder should have experience of manufacture & supply of similar item to any PSU / DPSU / Gov. Organization / Shipyard / Renowned firm having similar kind of application.
2. **TENDER FEES :- Not Applicable**
3. **EARNEST MONEY DEPOSIT :- Applicable**
 - a. Bidder are required to submit EMD of Rs 2,00,000.00 in form of Bank DD or Bank Guarantee (Format attached) against this tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for the period of 03 (Three) years and submitted EMD shall be forfeited.
 - b. MSE registered firm having the tendered item listed in their MSE documents will be eligible for exemption from submitting **EMD**.
 - c. Non-submission of **EMD** or Non-submission of a valid MSE certificate may lead to offer rejection.
4. **DELIVERY SCHEDULE / JOB COMPLETION PERIOD :-**
 - a. Items are to be delivered as per following tentative schedule: -

SN	Material Code	Item Description	UOM	Qty	Delivery Schedule
1	372685000001	Electric.operated Accommodation ladder	EA	2	30-11-2026
2	372685008001	OBS for complete Accommodation ladder	ST	1	27-02-2027
3	SER10929	Service for Accommodation ladder system	LS	1	30-12-2026
4	SER10930	Service for training Accommodation lader	LS	1	30-04-2027
5	372685009001	Documents (Hard copy)	ST	4	30-11-2026
6	372685009002	Documents (Soft copy - Pendrive / CD)	EA	4	30-11-2026
7	372685008201	Installation & Commissioning Spares	ST	1	27-02-2027
8	372685008401	Tools & Test Equipments	ST	1	27-02-2027

- b. The delivery schedule is the essence of the contract and offers of the vendors deviating from the above are liable to be rejected as commercially non-responsive.
 - c. Delivery schedule mentioned against service line item (i.e. Training, Installation, Deployment of service engineer etc.) is tentative. Vendor has to provide services within 7 days from receipt of written intimation from GRSE.
5. **TERMS OF PRICE :-**
 - a. Quoted Price must be F.O.R. destination / GRSE, Kolkata (i.e. inclusive of freight, packing, forwarding, loading and freight insurance charges etc.).

- b. Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing and to be kept firm and fixed till execution of order in full.
- c. The quoted price should also include all statutory costs required to deliver the material at site along with loading and unloading of the item/s at user/indenter mentioned space/area.
- d. Price is to be firm and fixed till complete execution of the contract, price escalation will not be allowed at any stage.
- e. Supplier on receipt of Purchase Order and by a date not later than 3 months from the date of receipt of order shall list out and confirm all deliverables including Main Equipment (Pre-launch & Post-launch), Accessories, On-board Spares, B&D Spares, Tools, Technical Documentation and other items as finalized in Technical negotiation/Price negotiation. Each item shall have the supplier's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and Computer Systems. GRSE shall issue Purchase Orders / Amendment to the Purchase Orders incorporating the details from the firm with GRSE code numbers, individual prices etc. in advance of contractual delivery.
- f. In case of non-submission of Detailed Price break up and Incorporation of same in GRSE P.O., consignment may not be accepted at the Store.

6. TERMS OF DELIVERY :-

- a. Items to be delivered at any store of GRSE, Kolkata and if required, prior confirmation for delivery store location to be obtained from ordering department.

7. DETERMINATION OF L-1 BIDDER :-

- a. L-1 will be determined on "**Totality basis**".
- b. The taxes and duties will NOT be considered for ranking of bids and L-1 determination (i.e. L1 determination shall be on "Basic Amount" of item / material / equipment along with documentation, OBS, Tools, services other components of the BoQ (as applicable) inclusive of Packing and Forwarding, Transportation, Transit Insurance etc. FOR GRSE). However, bidders have to quote rates inclusive of taxes and duties on NIC portal stating clear taxes and duties in percentage (%) as per NIC price bid format.
- c. Ranking of bids for L1 determination shall be done considering the total "Cost to Company" basis.
- d. Loading factors for deviation in tender terms as per GRSE policy may be applicable. Online ranking visible to the bidder after opening of price bid but before the RA is without loading factors. However, the L-1 bidder may be evaluated offline by applying all loading parameters and ranking criteria as per tender (if applicable).

8. PART SUPPLY / PART PAYMENT :- "Applicable"

Normally Part supply, part payment is not allowed. However, part supply is allowed for identifiable line item in order to achieve continuity of the work progress at site. If any deliveries are made in parts/lots, payment shall be made accordingly.

9. PAYMENT TERMS :-

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

OR

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

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

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

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

Note: -

- a. In case Security Deposit Bank Guarantee [SDBG] is applicable against this order and not submitted by the vendor, payment will be processed after deduction of equivalent amount and applicable interest @ SLR plus 2% p.a. for the delayed period of submission.
- b. All vendors having turnover above Rs. 5 Crore have to mandatorily submit E-invoice.
- c. All Vendors having turnover below Rs. 5 Crore are also to submit E- invoice/digitally signed invoice. (Vendors having turnover under Rs.5 Crore have option to created E-invoice).
- d. Gate entry date will be treated as gate stamped date.
- e. Invoice in hard copy is not desirable.
- f. Work Done / Completion Certifying authority must be at least at the level of Dy. Manager.
- g. Bidders are required to confirm clear acceptance of the aforesaid payment terms. In case of deviation, GRSE reserves the right to reject the offer against the tender.
- h. Bank Guarantees in PDF format is to be uploaded by vendor in the OBPS portal.
- i. GRSE has implemented an Online Bill Processing System portal wherein vendors can access GRSE purchase orders, upload their invoice, submit requisite documents [Drawing, Quality Assurance Plan, Work Done Certificate, Bank Guarantees, etc.].

- j. The status of goods entry at GRSE, goods receipt [GR], inspection report [ICGRN] and payment status with payment advice can be accessed through the portal once these are generated with a one working day gap.
- k. Vendors can access the website <https://www.obps.grse.in>. The sign-up / log-in procedure and other details are available in the attached user manual. Vendor login ID is the GRSE vendor code prefixed with "00".

10. TAXES :-

- a. Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered and indicated by the bidder.
- b. GST percentage along with HSN/SAC codes to be clearly indicated in the techno-commercial bid and in the "Acceptance Format (Matrix) of Commercial Terms & Conditions (CTACs) of NIT" – Annexure H.

11. INSPECTION CHARGES :-

(I) For any "Class Inspection" (If applicable as per relevant clause/s of SOTR)

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

(II) For TPI Inspection / GRSE (QA) inspection (If applicable as per relevant clause/s of SOTR)

- a. Inspection charges for "Third Party Inspection (TPI)" / "GRSE (QA)" shall be borne by GRSE. Multiple visit by the third-party inspection agency shall be avoided.

It is suggested to take all required clarification regarding "Inspection Charges" from tender issuing authority before submission of bid. Any request which involves financial implication shall not be entertained after submission of bids.

12. GUARANTEE / WARRANTY PERIOD (INBUILD):-

- a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 18 months from the date of planned delivery date of the ship by GRSE to NPOL (indicated below) on which the equipment/materials/items are installed OR for the period of 36 months from the date of receipt and acceptance by GRSE at GRSE, whichever expires later, against improper design, defective materials and faulty workmanship. During guarantee/ warrantee period any equipment or component thereof supplied by the vendor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

- b) 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.
- c) Warranty shall be applicable in accordance with scheduled delivery of items as per tender / PO. Warrantee period will be applicable on LOT basis and date of receipt of last item of LOT shall be reckoned for warrantee period.
- d) During warrantee period, firm has to confirm within 5 days of intimation, their action plan and arrange liquidation of GD within 25 days, failing which GRSE may invoke Risk Purchase and may arrange liquidation of GD from alternative source at risk and cost of firm. However, warrantee period will be remain intact as per T&C of P.O. even after liquidation of GD from alternative Source.

Yard No.	Planned delivery date to NPOL
3058	Oct. 2027

13. PRODUCT SUPPORT :-

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

14. TEST / GUARANTEE CERTIFICATE :-

- a. Manufacturer / Supplier's Test and Guarantee Certificates [along with any other certificate(s) mentioned in the TSP/SOR/SOTR] indicating compliance of the specification, make, etc. is to be forwarded along with the supply of the items. Necessary catalogue, detail, etc. of the item as applicable, should be furnished by the firm to facilitate receipt inspection.
- b. For details, please refer to relevant clauses of the attached Technical Specifications.

15. CHARGES FOR EXTENSION OF WARRANTY PERIOD & DELIVERY SCHEDULE :-

- a. Warranty extension charges (in %) for additional 02 years (Beyond inbuild guarantee / warranty period, as mentioned in clause no. 12), per annum charges to be quoted with techno-commercial bid).
- b. Charges for Postponement (in %) of delivery on monthly basis (i.e. per month, extendable upto maximum 12 months based on GRSE's requirement). Bidders to quote "Charges for Postponement", with techno-commercial bid. Postponement of delivery charge is a provisional charge and will be applicable "ONLY" if required by GRSE.
- c. Placement of PO / Amendment of PO for "Warranty Extension Charges" and "Delivery postponement charges" shall be under sole discretion of GRSE. GRSE reserves the right to place PO of "Warranty Extension Charges" after completion of warranty / Guarantee period as mentioned in tender document.
- d. It is also to be noted that if "Warranty Extension charges" and "Delivery postponement charges" are not submitted with "Techno-commercial bid" (In %) then GRSE shall consider the same as "ZERO" (0) and may invoke the provision of "Warranty Extension charges" and "Delivery postponement charges" without any additional cost to GRSE.

- e. "Warranty Extension charges" and "Delivery postponement charges" are a provisional charges and are not a part of L-1 determination and will be applicable "ONLY" if required / requested by GRSE.

16. PERFORMANCE BANK GUARANTEE :-

- a. For claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 5% value of purchase order, in GRSE's format on a non-judicial stamp paper of ₹ 100/, valid for the guarantee/warranty period, must be furnished towards Performance Guarantee.
- b. The Bank Guarantee should be executed on the non-judicial stamp paper of ₹ 100/- which should be obtained in the name of the executing Banker.
- c. The Bank Guarantee must explicitly mention the GRSE SAP purchase order number failing which the Bank Guarantee will not be accepted.
- d. In case a single stamp paper of ₹ 100/- is not available, stamp paper of multiple denomination is acceptable provided serial number of such stamp paper are consecutive and are purchased on the same date.
- e. The Bank Guarantee should be executed strictly as per GRSE's format [GRSE standard format is given at Annexure of this NIT]. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal.
- f. The hard copy / original Bank Guarantee must be submitted by vendor's bank in banker's sealed envelope directly to the dealing officer of Commercial Shipbuilding department / ordering department. Bank Guarantee in PDF format is to be uploaded by vendor in the OBPS portal.
- g. Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

Special Note :-

- a. Vendor has to upload scan copy of BG on OBPS portal and send the same through speed post / courier to PO issuing authority in bank sealed envelop only.

17. CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT :-Applicable

- a. Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. **Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted.** In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. **Hard copy / Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.**
- b. SDBG for 5% of order value excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO.
- c. SDBG (in GRSE Format) shall be kept valid till delivery period plus two months.
- d. The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.

- e. In case of failure to submit the Security Deposit within 15 days of transmission of the order, Recovery of Penal Interest as mentioned in payment terms shall be applicable and GRSE reserves the right to cancel the order invoking the risk purchase clause.
- f. SD will be returned without interest on completion of delivery and acceptance of items at GRSE for the respective orders and on written request from the supplier..
- g. In the event of failure to execute the order satisfactorily, the Security Deposit will be encashed by GRSE
- h. In case of non-extension / non-renewal as requested, GRSE shall encash the BG before expiry of its validity period.
- i. No bidder is exempted from submission of SDBG.
- j. In case delivery / completion are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from GRSE.

Special Note :-

- a. Vendor has to upload scan copy of BG on OBPS portal and send the same through speed post / courier to PO issuing authority in bank sealed envelop only.

18. VALIDITY :-

All Tenders/Bids/Offers must remain firm and open for acceptance for 180 days from the due date. Bidder has to unconditionally accept this up to 180 days.

19. DELIVERY POINT / JOB EXECUTION SITE :-

- a. Before dispatch, each item should be identified with GRSE Code No. properly. Packing list will also indicate GRSE Code No. against each item. Material should be packed properly to prevent any damage, rusting ingress of water, dust etc.
- b. Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days. Late supply will not be accepted.
- c. The tax invoice, in quadruplicate, is to be stamped at the gate. Please ensure that your representative carries out the same failing which material shall not be accepted.
- d. Quadruplicate copies of the purchase order as well as Delivery challan / Packing list and the requisite certificates as mentioned in technical terms and conditions are to be available with the consignment in.
- e. Please inform the Purchase Order issuing authority well in advance of actual delivery so that necessary arrangements can be made for smooth receipt of the consignment.

20. CONDITIONAL OFFER :-

- a. Conditional offer / hard copy of offer shall NOT be accepted.
- b. Incomplete bids are liable for rejection.

21. LIQUIDATED DAMAGES :-

(a) In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof, subject to a maximum of 10% of the undelivered portion of the order of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment.

(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 / drawing beyond 2 weeks from the date PO, to be submitted to the concern approving authority as mentioned in SOTR / MOM of TNC.

The initial submission of the binding data / drawing etc as mentioned above shall be of acceptable quality in the opinion of the concerned approving authority.

(c) Overall LD for both (a) and (b) puts together will be limited to 10% of total order value (excluding taxes and duties).

22. RISK PURCHASE :-

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

23. ARBITRATION :-

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

- (vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- (vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.
- (viii) The language of the proceeding shall be in English.

24. JURISDICTION :-

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

25. LOADING FOR DEVIATIONS IN TERMS AND CONDITIONS :-

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

- a) Payment Terms: It is desirable that the bidder accepts the Payment terms indicated in the tender/NIT. Varied payment terms quoted by bidders as compared to the terms stated in the Tender document shall be normalized by adopting the Base Rate/MCLR declared by RBI (Median value applicable for Public Sector Banks as on tender closing date) plus 2% thereon on the amount(s) at variation and/or for the period (in no. of days) at variation and LIBOR plus 2% in case of Foreign bidders. The tender closing date shall be considered for reckoning Base rate/MCLR and LIBOR rate.
- b) Delivery of the Goods: The Bidder is required to offer bid as per the Delivery/Price Terms of this NIT. However, for unavoidable reasons, if bids are exclusive of transport and / or insurance, the same will be loaded. For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.
- 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 6.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (20 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated

maximum period (which works out to 8%) and the quoted price will be loaded accordingly by 2%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

- d) Deviation in respect of the period of warranty/guarantee shall be loaded to the quoted price @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents, if bidder does not quote for warranty period extension charge then @0.25% per month for period of warranty in deviation.
- e) In case of deviation for other terms and conditions of tender (which are not spelt out above), Bidder's price shall also be loaded appropriately (as per GRSE's decision / purchase manual based on deviation taken by Bidder) in order to bring price bids of all qualified bidders at par and for L-1 determination.
- f) The above loading is only for bid ranking (L-1 determination).
- g) Sample Landed Cost Calculation and L-1 Bidder Determination is placed under tab <https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding>.
- h) GRSE reserves the right to load the above factors on to the price on deviation vendor for determining of the ranking of bids.
- i) The lowest financial bid determined considering parameters mentioned at para (a) and loading factor mentioned at para (b) shall be termed as L-1 bid.
- j) On-line ranking visible to the bidders after opening Part-II price bid is without loading parameters. However, the L1 bidder may be evaluated offline by applying all applicable loading parameters as per tender and clarifications during techno-commercial scrutiny / Technical negotiations / Commercial negotiations, etc.

26. SECRECY CLAUSE :-

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

27. PACKING :-

All materials are to be properly packed to protect against ingress of water and dust and to withstand damages/pilferages during transits. All packing/cases should be properly identified and tagged.

28. INSURANCE :-

Insurance shall be done by the Bidder at Bidder's cost until and unless total system is handed over to GRSE as functional and accepted by GRSE in written format.

29. PRICE TEMPLATE :-

Vendor has to follow / fill-in the price template available in the NIC portal.

30. TENDER PROCESSING CHARGES ON NIC PORTAL :- NA

31. SPECIAL NOTE FOR MANDATORY COMPLIANCE :-

In case of a two-part bid, Bidders are requested to NOT quote anything pertaining to price in the technical bid. Bidders are requested to follow the NIC rules and, if required, only the L1 bidder will submit the price break-up as per the template after release of the NIC contract for regularization purposes.

32. MICRO & SMALL ENTERPRISES (MSES) :-

- a. The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b. The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- c. Relevant document, Udyam Registration Certificate [latest/current] for manufacture/supply of tendered goods/services, must be submitted along with the offer for such purpose to claim the benefit.
- d. Tendered Item is "Non - Divisible" in nature. Hence, item shall be awarded to a "Single Bidder" as per prevailing 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012'.

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

- a. The Public Procurement (Preference to Make in India), Order 2017 - no. P-45021/2/2017-B.E.-II dated 15.06.2017 - and subsequent amendments / guidelines / press publications / circulars to the Order issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India shall be applicable as on the date of opening of the price bids.
- b. The bidders are advised to check the website of the **DPIIT** for details of the amendments / circulars issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.
- c. Tendered Item is "Non - Divisible" in nature. Hence, item shall be awarded to a "Single Bidder" as per prevailing 'Public Procurement (Preference to Make in India), Order 2017 - no. P-45021/2/2017-B.E.-II dated 15.06.2017'.

34. INDEPENDENT EXTERNAL MONITORS (IEM) :

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

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

Sector 77, Noida
Uttar Pradesh – 201301
Email: debashis9999@gmail.com

35. REVERSE AUCTION :- Applicable

In tenders/bids wherever reverse auction is applicable, all the bidders are requested to be keep themselves updated with the latest NIC standard procedure of reverse auction and response time. In case, if any vendor fails to participate within the stipulated due date and time, no further consideration on time extension will be granted as the provision may not available on NIC.

36. DECLARATION OF LOCAL CONTENT :-

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

37. CONTACT DETAILS :-

For any procedural problem, bidders may contact the following authorities :-

A.	For procedural detail	(+91) 33-2489 3902 +91 99037 79626
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38. CANCELLATION OF ORDER :-

In the event of progress being poor, GRSE reserve the right to cancel the order. Cancellation charges, if any, will not be paid to the bidder on this account.

39. COMPLIANCE WITH LAWS :-

Bidder has to guarantee/warrant that all goods purchased against the enquiry/bid shall conform to all applicable city, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

40. OPTION CLAUSE :-

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

- c. The Buyer shall also reserve the right, but without any obligation to do so, to decrease the ordered quantity upto a percentage specified therein (or 25% if not specified) at any time, till the final delivery date of the contract, by giving reasonable notice.

41. FALL CLAUSE :-

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

42. APPLICABLE RULES & LAWS :-

Considering the nature of work to be carried out by the contractor through the purchase order / contract to be awarded against this tender enquiry, deployment of contract workers inside the factory premises is found imperative. Therefore, the contractor has to mandatorily comply with the following labour enactments for deployment of their workers in side GRSE:

- a) The Factories Act, 1948 and The West Bengal Factories Rules, 1958
- b) The Contract Labour (R & A), Act, 1970 and The Central Rules, 1971
- c) The Payment of Wages Act, 1936
- d) The Minimum Wages Act, 1948
- e) The ESIC Act, 1948
- f) The Payment of Bonus Act, 1965 & The Payment of Bonus (Amndt.) Act, 2019
- g) The PF & MP Act, 1952
- h) The Industrial Disputes Act, 1948
- i) Any other labour enactments as amended by The Central Govt. through Gazette Notification from time to time.

43. REGISTRATION ON TReDS PLATFORM :-

- a. Micro & Small Enterprise Bidders are required to be registered on the TReDS (Trades Receivables e-Discounting System) - www.invoicemart.com - as per directives of the Government of India.
- b. Reference Office Memorandum No. DPE-7(4)12007-Fin dated 4th May 2020 of the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India on the subject "Consolidated guidelines to CPSES on procurement from GeM portal and TReDS".
- c. The bidders are to indicate the registration number allotted by TReDS / Invoicemart in their bids.
- d. In the event of any bidder not registered in the portal or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

- e. Contact Details of INVOICEMART :- Mr. Susanta Layek (Manager- Business Development), 9051918734, Susanta.Layek@invoicemart.com | Mr. Binay Mishra (Relationship Manager), mobile – 9199545258; email – binay1.mishra@invoicemart.com

44. EXCHANGE RATE VARIATION (ERV) CLAUSE :-

(a) Foreign Exchange (FE) Elements:

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

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

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

45. FRANKING CLAUSE

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

46. FORECLOSURE :-

If at any time after acceptance of the order and during execution of Contract, GRSE may decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the Supplier shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full, but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full amount for supply executed till the date of issue of foreclosure notice.

Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with any outstanding material due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contract.

47. BANK GUARANTEE AGAINST FREE ISSUED MATERIAL:- Not Applicable

48. SPLITTING OF ORDER: Not - Applicable

49. DISPUTE RESOLUTION MECHANISM (DRM) :-

- a. Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.
- b. In case of non-settlement by (a) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.
- c. The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.
- d. In case no amicable settlement is arrived by (b) above within a period of three months, then the Supplier/Contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.
- e. In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the Supplier/Contractor may invoke Arbitration Clause of the contract.

50. REJECTION REPLACEMENT:

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

GRSE reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.

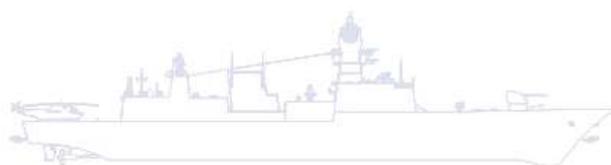
51. ADDITIONAL INSTRUCTIONS :-

- a. Bidders are to go through the complete NIT and its Annexures/attachments and respond/bid accordingly. Bid shall be complete in all respects and shall be submitted with requisite information and attachments. It shall be free from any ambiguity. For preparation of Bids, Bidders are expected to go through the complete bidding/tender documents carefully. The bidding/tender documents includes all the annexures and appendices are herewith enclosed together with this tender notice.
 - b. GRSE's standard terms and conditions are available in the company website under the tab <https://www.grse.in/tender/EnclosuresRelatedToCommercialShipBuilding>. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids as these formats/clauses shall be integral part of order.
 - c. Order shall only be executed by terms and conditions mentioned in GRSE SAP "purchase order" and term and conditions as mentioned in tender NIT.
 - d. In the event of conflict between the terms & conditions in this NIT and the SOTR, the terms & conditions given in this NIT will prevail.
 - e. The item/(s) is/are required urgently and, as such, the due date of the enquiry might not be extended.
 - f. GRSE's standard terms and conditions are available in the company website under the tab <https://www.grse.in/CommercialShipBuilding/>. Bidders are advised to go through all the clauses and formats provided therein before submitting their bids.
- 52.** A regularising purchase order will be created in the internal SAP system and payment will be made based on this purchase order. For vendors who are not registered with GRSE, documents required for vendor registration are to be submitted immediately after receipt of the NIC purchase order. Non-submission/delay in receipt of requisite documents will, in turn, lead to delay in payment.
- 53.** GRSE shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives an injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- 54.** GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.
- 55.** As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

56. BANK DETAILS OF GRSE :

Bank details of GRSE :	
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD	
Bank Name	: State Bank Of India
Branch Name	: Commercial Branch
Address	: 24, Park Street, Kolkata - 700 016
Account Type	: Cash Credit Account
Account No	: 10945133828
MICR Code	: 700002120
IFSC Code	: SBIN0007502

----- Bidders are requested to confirm point-wise acceptance of all the commercial clauses in the 'Commercial Acceptance Format (Matrix) of Special Terms & Conditions of NIT' - attached; Deviations, if any, are to be clearly indicated -----



DECLARATION CERTIFICATE FOR LOCAL CONTENT

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

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

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

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

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

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

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

Signature :

Date :

Name of signing authority :

Seal/Stamp of Bidder :

LAND BORDER DECLARATION

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

REGISTRATION REQUIREMENT (DPIIT) AND SUBMISSION OF CERTIFICATE

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender ONLY if the bidder is registered with the Competent Authority. If the bidder from a country which shares a land border with India, is not registered with Competent Authority and still submit bid, the bid shall not be considered. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT), Government of India.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - a. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation –
 - aa. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - bb. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - a. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has

ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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

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

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. However, a bidder is permitted to procure raw materials, components, sub-assemblies, etc. from the vendors from countries which share a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not registered as 'sub-contracting'.

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

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

i. Certificate for Tenders

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

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

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

PROFORMA OF PERFORMANCE BANK GUARANTEE

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

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

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

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

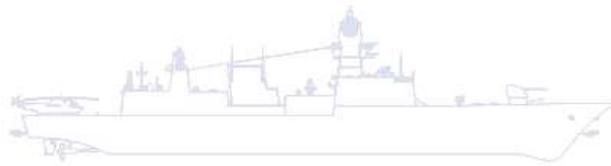
NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole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

remain in full force from the date of issue of the Guarantee till _____ and is limited to a sum of Rs. _____ (Rupees _____ only).

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

SEAL of the Bank

जी आर एस ई
GRSE



FORMAT OF INSURANCE SURETY BOND

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY
BOND FOR PERFORMANCE SECURITY**
(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, GRSE.)

1. IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED, a Government company within the meaning of the Company Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 (hereinafter referred to as the " the Purchaser " which expression shall , unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order or Messersa partnership firm/sole proprietorship concern a company registered under the Companies Act,2013 which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated.. (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We,Surety Insurer having office at (hereinafter referred to as 'the Surety' which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on First demand an amount not exceeding Rs-..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We, the Surety further agree that the Purchaser shall be sole judge whether the said Contractor / Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3. We, the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay to the Purchaser the amount so demanded on first demand and without any demur and withindays from receipt of demand, notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4. We,..... the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time

of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the pan of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.
6. We, the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
7. Notwithstanding anything contained herein above:
 - (i) Our liability under this Bond shall not exceed Rs.....
 - (ii) This Surety Bond shall be valid upto and including.....; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (validity + 4 weeks from the date of expiry of this Bond).
8. This Bond shall be governed by Indian laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this.....
day of

For..... Surety

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

Footnote :-

(Below are the instructions for bidder / vendor, not to be incorporated on surety bond)

1. Insurance surety bond must be issued by Indian Insurance Company (Insurer) as defined in section 2(7A) of the insurance act,1938 and the insurer should also be registered under insurance Act,1938 to transact the business of general insurance.
2. Insurance surety bond will be applicable for projects under execution in India only and payment for risk covered shall be made in Indian Rupees.

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

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

GUARANTEE BOND

(To be used by all scheduled Banks)

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. (herein after 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 fulfilment 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.

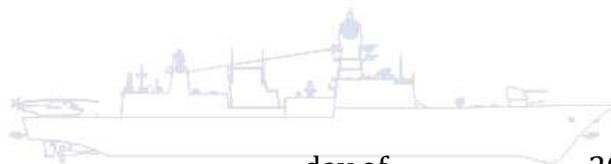
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time 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 Guarantor 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

FORMAT OF INSURANCE SURETY BOND

**PROFORMA OF UNCONDITIONAL AND IRREVOCABLE INSURANCE SURETY BOND FOR
BID BOND/EMD**

(On Non-Judicial stamp paper of value Rs. 500/- . However, the value of stamp paper to be confirmed from legal Department, GRSE.)

Ref. No.....

insurance Surety Bond No.

Dated:

1. IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERERS LIMITED, a Government company within the meaning of the Companies Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 (hereinafter referred to as the "the Company", which expression shall, unless it be repugnant or Contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit: (EMD) of Rs------(Rupees-----only) in the form of an unconditional and irrevocable Insurance Surety Bond (ISB) from Messers..... a partnership firm/sole proprietorship concern/ a company registered under the Companies Act 2013 having its office at(hereinafter called "the tenderer" which expression shall, unless it be repugnant or contrary to the subject or context thereof be deemed to mean and include its successors and assigns) for participating in the Tender nodated..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We,..... Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall include its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount not exceeding Rs....., (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.
2. We, the Surety further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of any terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as sureties may be entitled to.
3. We, the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Company the amount so demanded on first demand and without any demur and within 02 days from receipt of demand, notwithstanding any dispute -raised by the tenderer or any suit or other legal proceedings including arbitration

pending before any court, tribunal or arbitrator relating thereto', our liability under this Bond being absolute and unconditional.

4. We, the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender /or to extend time of performance by the tenderer from time to time or to postpone for any time to time any of the powers exercisable by the company against the tenderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the Law relating to sureties would have the effect of relieving us.
5. We..... the Surety further undertake not to revoke this Bond. during its currency except with the previous consent of the Company in writing.
6. We, Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.
7. Notwithstanding anything contained herein above:
 - (i) Our liability under this Bond shall not exceed Rs.....
 - (ii) This Surety Bond shall be valid upto and including; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety only and only if you serve upon us a written claim or demand on or before (validity + weeks from the date of expiry of this Bond).
8. This Bond shall be governed by Indian Laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this.....

day of

For

(Signature of a person authorized to sign on behalf of "the Surety")

Footnote :-

(Below are the instructions for bidder / vendor, not to be incorporated on surety bond)

1. Insurance surety bond must be issued by Indian Insurance Company (Insurer) as defined in section 2(7A) of the insurance act, 1938 and the insurer should also be registered under insurance Act, 1938 to transact the business of general insurance.
2. Insurance surety bond will be applicable for projects under execution in India only and payment for risk covered shall be made in Indian Rupees.

FORMAT FOR CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT

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

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

Dear Sirs,

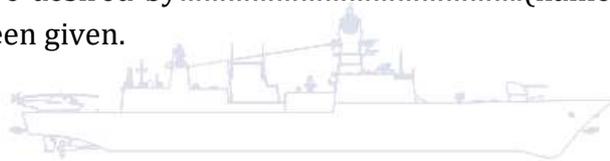
In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the “Buyer” which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to.....(Name of the seller) with its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

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

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

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

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



Dated this _____ day of _____, 200_____ at _____

WITNESS

Signature, Name and Office
Address

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

FORMAT OF INSURANCE SURETY BOND

**PROFORMA OF UNCONDITIONAL IRREVOCABLE INSURANCE SURETY
BOND FOR PERFORMANCE SECURITY**
(ILLUSTRATIVE FORMAT)

(On Non-Judicial stamp paper of value Rs. 500/-. However, the value of stamp paper to be confirmed from Legal Department, GRSE.)

1. IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERS LIMITED, a Government company within the meaning of the Company Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 (hereinafter referred to as the " the Purchaser " which expression shall , unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order or Messersa partnership firm/sole proprietorship concern a company registered under the Companies Act,2013 which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated.. (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the purchaser having agreed with the Contractor/Supplier to accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We,Surety Insurer having office at (hereinafter referred to as 'the Surety" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on First demand an amount not exceeding Rs-..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.
2. We, the Surety further agree that the Purchaser shall be sole judge whether the said Contractor / Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.
3. We, the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay to the Purchaser the amount so demanded on first demand and without any demur and withindays from receipt of demand, notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.
4. We,..... the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Supplier from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Contractor/ Supplier and to forbear to enforce

any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Contractor/ Supplier or for any forbearance, act or omission on the pan of the Purchaser or any indulgence by the Purchaser to the Contractor/Supplier or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.

5. We, the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.
6. We, the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.
7. Notwithstanding anything contained herein above:
 - (i) Our liability under this Bond shall not exceed Rs.....
 - (ii) This Surety Bond shall be valid upto and including.....; and
 - (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before (validity + 4 weeks from the date of expiry of this Bond).
8. This Bond shall be governed by Indian laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this..... day of

For..... Surety

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Surety")

Footnote :-

(Below are the instructions for bidder / vendor, not to be incorporated on surety bond)

1. Insurance surety bond must be issued by Indian Insurance Company (Insurer) as defined in section 2(7A) of the insurance act,1938 and the insurer should also be registered under insurance Act,1938 to transact the business of general insurance.
2. Insurance surety bond will be applicable for projects under execution in India only and payment for risk covered shall be made in Indian Rupees.

ECS FORMAT

< for new / unregistered vendors of GRSE >

VENDOR'S NAME : _____

ADDRESS : _____

VENDOR'S REGISTRATION CODE NO. WITH GRSE : _____

DESIGNATED BANK A/C NAME : _____

BANK A/C NO. : _____

NATURE OF ACCOUNT : _____
 SAVINGS CURRENT OTHERS*
 (Please give details)

NAME OF BANK : _____

BANK BRANCH ADDRESS : _____

BANK CODE : _____

MICR NO. (9 DIGITS) FOR PAYMENT : _____

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

DATE OF EFFECT : _____

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

(_____)

Signature of the Investor/Customer

Date :

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

Bank's Stamp :

(_____)

Signature of the Authorised/Official of Bank

Date :

Form of the Bank

TO BE SUBMITTED IN BIDRR'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 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 as on date.

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

For:

Authorised Signatory.....

Stamp.....

Date.....

Place.....

INTEGRITY PACT :- Not Applicable