

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
	भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence CIN : L35111WB1934GOI007891		
www.grse.nic.in	43/46 गार्डेन रीच रोड, कोलकाता - 700 024	43/46 Garden Reach Road Kolkata - 700 024	

NOTICE INVITING TENDER

Tender no. NCM/BS/ST/12 OD BALANCED STOP VALVE/P17A/ET-3385

Special note:

“This notice is being published for information only and is not open invitation to quote in this “Single Party Tender”. Participation in this tender is by invitation only (Eligible Bidder shall get invitation separately from GRSE over their registered E-mail ID). Unsolicited offers are liable to be ignored.”

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NOTICE INVITING TENDER

TENDER FOR SUPPLY OF "ADDITIONAL 12 OD BALANCED STOP VALVE" **FOR YARD 3024 - P17A PROJECT**

ITEM DESCRIPTION:

<u>Ind. Sl.No.</u>	<u>Yard</u>	<u>Material Code</u>	<u>Item Description</u>	<u>Qty.</u>	<u>UOM</u>
10	3024	571006510026	12 OD Balanced stop valve Mat_NAB (Bi-Directional Balanced stop Valve with couplings to Suit 12 O.D X 2.5 thk. 70/30 CUNI Pipe including documentation as per SOTR)	30	EA

Details as per: SOTR Document No. - GT61410083M;

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Balam Sahoo)
Manager (NCM)

E-mail: sahoo.balam@grse.co.in

Commercial Dept., Second Floor-South Hall, 61 Park Unit,
61 Garden Reach Road, Kolkata - 700 024

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INSTRUCTIONS TO BIDDERS (A)

1. Two Parts Bid Clause:

The Offer must be submitted in two parts:

- (a) **Part I (Techno Commercial Bid)**: All the bidder shall ensure following to include in the Part-I bid, failure in which offer will be liable for rejection:
- i. Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
 - ii. List of equipment held by them with model / year / working status along with details of their manufacturing facilities and personnel with designation, qualification and experience to determine their capabilities. SSI/NSIC units can alternatively submit valid certificate indicating their capacity.
 - iii. Audited/Certified Balance sheet, Profit /Loss account for past three (03) years.
 - iv. Value of supplies during last three (3) years. (Order copies & work completion certificates to be attached).
 - v. Details of company registration with GRSE/MDL/DQA (N)/ DQA (WP), Past Experience certificate issued by Shipyards/Navy or executed order copies & supply completion certificate for similar products for Naval Ships.
 - vi. Drawing, Compliance Matrix/ Deviation format duly signed by the authorized signatory.
 - vii. Weight control Data sheet as mentioned in SOTR.
 - viii. Acceptance on clauses of Tender Enquiry, Special Terms and Condition and STACS in the prescribed formats duly 'Accepted OR Not Accepted' as applicable and deviations, if any, for each of the clause.
 - ix. Break up of prices for various components of supply/services shall be indicated in terms of percentage (%) in Part-I bid of the cost of items, **if applicable**.
 - x. Undertaking for product support. If applicable.
 - xi. Bank details for payment by RTGS/NEFT in the format enclosed (not applicable for GRSE registered valid firms).
 - xii. Bidders / Suppliers should enclose the additional documents as applicable to this tender.
 - xiii. Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.
 - xiv. Bidder contact details with office address, contact person name, e mail, phone no. of 3 person including head of organization.
 - xv. **Firm to submit the signed and stamped copy of the SOTR along with the bid and to be filled up properly.**
 - xvi. **Prices are not to be mentioned/ indicated in Part-I bid. Indication of price/Deviation will liable for rejection of bid.**
 - xvii. Firm to submit the declaration enclosed at Annexure/s along with the bid.

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xviii. It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc.

xix. 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.

2. Part-II (Price Bid):

Prices for each of the listed items have to be uploaded strictly in the prescribed format. Bids received other than this given format will be rejected.

3. Special instruction: -

- GRSE reserve the right to visit participated firm premises to evaluate the production capacity, manufacturing facility, testing facility, financial capacity etc.
- Only capable vendors in accordance to GRSE evaluation will be techno-commercially cleared.
- Past supply performance will also be considered for techno-commercial clearance.

4. Bid Rejection Criteria:

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

- Bid received other than through e-portal / GeM.
- Bidder not agreeing to accept Integrity Pact (IP) (If applicable) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
- Non-submission of ~~EMD and Tender Fee~~ other than those who are exempted from payment of ~~EMD and Tender Fee~~, as specified in the tender.
- 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.
- ~~If tender fee is not received (other than those who are exempted from payment) prior to bid opening or date of issue of tender fee date is later then tender closing date.~~
- Firm is not complying with SOTR requirement.
- 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.
- If the firm is issued with "Risk Purchase Notice" by GRSE for any project within last 2 years or before opening of this tender for failure in delivery of similar items (as per opinion of GRSE).
- Bid submitted by foreign vendors without valid DSC and quoted in other currency than USD/EURO/GBP.
- Bid submitted by Indian Rep. / agent of foreign bidder without valid authorization.
- Bid submitted by Indian firm other than INR.

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

- (i) Failure to submit sufficient or complete details for evaluation of the bids within the given period which may range in between one to two weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period. However, over all time allowed in respect of normal procurement shall not exceed 3 weeks.
- (ii) Non-submission of documents for pre-qualification criteria as mentioned in tender documents.
- (iii) Bidder not qualifying in opinion of GRSE as indicated at para 3 above.
- (iv) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
- (v) Bidder not agreed TNC, CNC, PNC meeting. Bidders are not replying to GRSE queries / proposal within the stipulated time.
- (vi) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
- (vii) Bid with technical requirements and or any terms not acceptable to GRSE / Customers / External agency nominated as applicable.
- (viii) Unreasonably longer delivery period quoted by the bidder.
- (ix) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
- (x) 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.
- (xi) 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.
- (xii) Bidder not agreeing for Warranty period as specified in the tender.
- (xiii) Any deviation sought, which is not accepted to GRSE.
- (xiv) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
- (xv) If the bidder had been declared as insolvent / bankrupt / prohibited in the recent past and or is under scanner of any statutory bodies, they must confirm their present status in that respect with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
- (xvi) Conditional offer received from firm which is not acceptable to GRSE.
- (xvii) Quote received with Price Variation Clause.
- (xviii) Delivery by High seas sales / Sales in transit.
- (xix) In case bidder has uploaded scanned image of Integrity Pact (IP) but original copies of IP are not submitted to GRSE within 07 working days from tender closing date.
- (xx) Technical offers not qualifying/complying the TSP requirements shall be liable for technical disqualification.
- (xxi) Bidder does not agree to provide warranty extension.
- (xxii) Bidder does not quote for all line items where it is mandatory to quote as such.

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- (xxiii) Bidder not complying the GRSE's indigenization policy or Preference to Make in India policy.
- (xxiv) Bidder not agreeing to furnish Contract Performance Bank Guarantee and Performance Bank Guarantee for Equipment 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.
- (xxv) Bidder is not accepting the L1 determination criteria as per this tender or not agree to taking part in Reverse Auction.
- (xxvi) Bidder not responding to GRSE queries within 07 days.
- (xxvii) The Bid received without scanned image of IP along with the Part-I offer (If Applicable). However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.

5. Instruction for New / Unregistered Vendors:-

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

- ~~(a) — Submission of the constitution and status of the firm.~~
- ~~(b) — Registration with GOI/PWD/PSU/and reputed organization, if any.~~
- ~~(c) — Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).~~
- ~~(d) — Submission of GST registration certificate, PAN /TIN together with copies of trade license.~~
- ~~(e) — Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.~~
- ~~(f) — Name, address, telephone & Fax No. of the bankers and the contact person of the firm.~~
- ~~(g) — Hierarchy of the firm (at least 3 person name to be mentioned in Commercial bid).~~
- ~~(h) — Scanned copies of the above documents are to be attached along with the techno-commercial bid. The original are to reach to the tendering authority / undersigned within the due date and time and failing which offer is liable to be rejected.~~

6. Instruction for All Vendors:

- (a) Your offer should be submitted within the scheduled date and time as mentioned in this tender.
- (b) Techno-Commercial Bid will be opened on the scheduled date and time through e portal.
- (c) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those firms will only be opened, whose offer will be found suitable after technical & commercial evaluation.
- (d) As a general rule price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

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- (e) To avoid any complication regarding late receipt or non-receipt of offer, it is to be clearly noted that responsibility is lying with the tendered to ensure that the offer is submitted within the due date and time.
- (f) This tender is being issued without any financial commitment and GRSE reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.
- (g) Supplier to submit the ~~EMD and Tender Fee~~ prior to tender closing due date (if not exempted).
- (h) Suppliers/vendors to submit bills for payment complete in all respects along with all relevant documents as required as per terms of order, to the bill receiving counter located at the gate of each unit of GRSE. For submission, of each Bill is to be packed in sealed envelope superscribing the following details on the envelop:
- Purchase Order No.
 - Vendor Code (As per PO)
 - Bill No/ Invoice No.
 - Name of the person/ employee to whom bill is addressed for processing

7. **Revised Bid:**

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

8. **Miscellaneous Instruction to bidder:**

- Bidder should take into account the corrigendum published before submitting the bid online.
- It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.
- If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in GRSE web site from time to time before submitting the online bids.
- Bidder is requested to resolve all the tender related queries during pre-bid meeting or 10 days prior to tender closing date. GRSE reserves the right to accept, clarify or reject the queries raised by the bidder.

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9. Acceptance Format:

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

- The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
- No conditional offer and hard copy of offer will be accepted.

10. Recording of Deviations/Conditions:

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

11. Registration on “GeM/E-Tender” and “TReDS” Portal:

Successful bidder has to mandatorily register themselves on “GeM” portal (<https://gem.gov.in>) and “TReDS” portal (www.invoicemart.com) and obtain “Unique Seller ID” and “Registration No.” before award of purchase order / contract. If bidder is already registered, evidence of registration on “GeM” (Unique Seller ID) and “TReDS” (Registration No.) has to be submitted with their techno-commercial bid.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Balam Sahoo)
Manager (NCM)

E-mail: sahoo.balam@grse.co.in

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INSTRUCTIONS TO BIDDERS (B)

1. Two Bid Offers:

Offers are invited in two bid system through GRSE E-Procurement mode from the vendors/manufacturers having experience for supply of “**Additional 12 OD Balanced Stop Valve**” for GRSE Yard 3024 for P-17A Project.

2. Last date of Receipt of Tender on portal: As mentioned on “NIC” portal.

3. Date & Time of opening of Tender: As mentioned on “NIC” portal.

Note: GRSE reserve the right to extend tender due date or open the bids without extending the tender, it is completely under purview of GRSE.

4. ~~Earnest Money Deposit (interest free):~~

a. ~~Not Applicable~~

5. ~~Tender Fees:~~

a. ~~Not Applicable~~

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

- (i) Issue of tender holiday to the firm.
- (ii) Firm's may not be issued tender for similar items for a specific period/ project etc.
- (iii) In case the firm, participated in open tender, the offer may be rejected.
- (iv) Firm will be restricted for vendor registration at GRSE/renewal of vendor registration at GRSE.
- (v) In addition, with the above, GRSE will take necessary action against the firms as deemed fit.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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Manager (NCM)

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SPECIAL TERMS AND CONDITIONS

1. Scope of supply: As per SOTR No. GT61410083M

Any deviation from SOTR and Drawing will not be accepted during the contract period, unless otherwise accepted by GRSE.

Supply shall conform to SOTR No. GT61410083M for suitable fitment & onboard use for Naval Ships for Indian Navy (IN).

All items of "12 OD BALANCED STOP VALVE_NAB (Bi-Directional Balanced stop Valve with couplings to Suit 12 O.D X 2.5 thk. 70/30 Cu-Ni Pipe including documentation as per SOTR)" will be Manufactured, Supply and Inspected as per SOTR no. GT61410083M & if any finalized during TNC.

Receipt inspection will be done by GRSE (RIC)/SS/WOT(Kol.). Supplier rep. may be called during receipt inspection of supplied items for compliance of SOTR.

2. Terms of price:

Price is to be firm and fixed till complete execution of the contract and to be quoted as "FOR – Site", door delivery basis (As mentioned in delivery schedule). Please note that all related OBS, Documents, Manuals and various spares of all "**Additional 12 OD Balanced Stop Valve_NAB**" for Yard 3024 shall be delivered at GRSE – Kolkata door delivery basis only. "FOR – Site" delivery includes packing, forwarding, freight, Transit Insurance and loading. No price escalation is allowed at any stage. Quoted price is to include all items as per required specification mentioned in applicable SOR. Firm may be required to deliver the material at any store of GRSE, Kolkata and if required, prior confirmation for delivery store location to be obtained from ordering department. Prior delivery of materials consent from the ordering department is required regarding the place of delivery.

Note: -

Landed cost shall be calculated in Totality & delivered at GRSE Kolkata door delivery basis only "FOR-Site."

Bidder is advised to visit web portal on continues basis for information regarding "Corrigendum". GRSE will not be responsible for communicating "Corrigendum" to bidders from any other means. No request of the firm regarding "missing corrigendum" will be entertained after submission of bids.

3. Bids Evaluation Methodology:

Bids Evaluation Methodology & Criterion is as under:

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Bid shall be determined based on Total price along with documentation, services, training Tax /duties as applicable & other components of the tender (as applicable) i.e. **FOR GRSE Kolkata basis.**

4. Option Clause:

GRSE will reserve the right to place the order up to additional 100% of value/ quantity of any line item within the validity of this contract without change in price, terms and condition.

5. Delivery Schedule and locations:

Items: As indicated in the technical bid and mentioned below:

<u>Ind. Sl. No.</u>	<u>Yard</u>	<u>Material Code</u>	<u>Item Description</u>	<u>Qty.</u>	<u>UOM</u>	<u>Delivery Schedule</u>	<u>Delivery Location</u>
10	3024	57100651002	12 OD Balanced stop valve Mat_NAB (Bi-Directional Balanced stop Valve with couplings to Suit 12 O.D X 2.5 thk. 70/30 CUNI Pipe including documentation as per SOTR)	30	EA	Within 60 days from date of PO	GRSE, Kolkata

§ Technical Offer, BOQ & NIT and all materials to be supplied maintaining all technical specification, applicable Standards, Design features & Technical requirements etc. Binding Drg. to be submitted to GRSE (CDO) and QAP to be submitted to GRSE (QA) for approval within 01 week from issue of order.

NOTE:

- Delivery time line for each ship is to be complied by the firm. GRSE store will not accept the material before the schedule delivery date mentioned against each part supply/or any request for early delivery will not be accepted, if not consented by GRSE.
 - Before supply of materials, firm to approach GRSE with consignment details (like weight, volume, No. of packing etc.) 07 days prior to delivery plan, based on the consignment volume GRSE will intimate the store No. for delivery of the items.
 - Delivery date mentioned in tender shall be considered for all purposes.
 - GRSE will prefer to receive the entire deliverables as per above mentioned schedule within the stipulated delivery period. GRSE will discourage the part delivery and part payment, unless required urgently at GRSE and instructions given to bidder for urgent part delivery other than schedule given at Sl. No. 6.
- 6. Mandatory to quote:** Not Applicable
- 7. Pre-Bid Meeting:** Not Applicable
- 8. Dispatch:**
Before dispatch, each item should be identified with GRSE Code No. properly. Packing list will also indicate GRSE Code No. against each item with any loose accessories/sub line item. Material should be packed properly to prevent any damage, rusting ingress of water, dust etc.

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	भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence CIN : L35111WB1934GOI007891		
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Materials to be supplied along with the following 03 copies of documents: -

- (i) P.O. copy
- (ii) GST invoices
- (iii) Delivery challan / Packing list
- (iv) Copy of Pre-Dispatch Inspection clearance certificate with issued by relevant inspection agency
- (v) Warranty certificate
- (vi) Weight Certificate
- (vii) Manufacturer's Test Certificate

9. **Payment Terms:**

A) For Supply: -

- (a) 90% Payment to be made as per payment terms of PO, through ECS/NEFT within 30 days against online 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.
- (b) 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 (ICGRN) as appeared in OBPS portal and Performance Bank Guarantee (PBG) as applicable in GRSE format having validity till expiry of the guarantee period else balance 10% will be release after expiry of guarantee Period.

B) For Service/ Service Engineer & for Training (if applicable as per SOTR):

i) Payment to be made as per payment terms of PO, through ECS/NEFT within 30 days against online 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 labor laws and statutory dues where ever applicable.

Note:

- i) All Vendors having turnover above Rs. 5 Crore have to mandatorily submit invoice.
- ii) All Vendors having turnover below Rs. 5 Crore are also to submit E-'invoice/digitally signed invoice. (Vendors having turnover under Rs. 5 Crore have option to created E-invoice).
- (iii) Invoice in hard copy is not desirable.
- iv) Gate entry date will be treated as gate stamped date.
- v) Work Done /completion certifying "Authority must be at least at the level of Dy. Manager

Note: OBPS system contains system generated PO with every amendment/change captured. No further Hard copy of Ink signed PO is required to be sent to Finance Dept. for PO's uploaded in OBPS svstem.

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Spl. Note: GRSE will prefer to settle the payment through TReDS platform for swift payment process. However, firm may apply for direct payment from GRSE also, which may take longer time to process invoices and priority payment may not be possible to consider.

10. Payment Mode:

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

Please note that all invoices should incorporate dynamic payment QR code. All necessary configuration has been done in GST Suvidha provider software (Cleartax) from where the invoice with Dynamic Payment QR code can be generated. Steps for generating the same are as follows: -

- a. Fill up B2C invoice data in Excel Format.
- b. Login to www.einv.cleartax.in
- c. Enter login credentials.
- d. Go to "Generate E Invoice & EWB".
- e. Select relevant GSTIN.
- f. Click on "Government Excel".
- g. Select filled up excel file from computer and upload.
- h. Check the summary under B2C tab for any errors.
- i. Select the invoice by clicking on the radio button on the left-hand side of the row.
- j. Click on Generate button.
- k. Invoice with QR code will be generated.
- l. Printout can be taken from the print button.

11. Part Supply / Part Payment: Applicable

12. Goods and Services Tax (GST):

- a. GST as per GST Laws shall be payable extra as quoted and agreed.
- b. In case of purchases of goods/ services from unregistered dealers under GST Laws, GST will be paid by GRSE under reverse charge mechanism.
- c. Benefits from reduction in rate of tax / ITC is required to be passed on to consumer. Where "applicable GST" has been quoted as extra, Goods and service provides (except un-registered dealers under GST Law) have to submit declaration that they have complied with "Anti- profiteering clause' under GST Law. Such declaration be given in technical bid. The calculation of the benefit in the reduction of price should be provided by the vendor.
- d. If the vendor is registered under GST, vendor shall mention the HSN code for goods & / or services in their tax invoice, etc. These codes must be in accordance with GST Laws and responsibility of specifying correct HSN codes for goods and / or services is that of the vendor, GRSE shall not be responsible for any error in HSN code for goods and / or

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services specified by supplier/ contractor. Supplier / Contractor shall pay penalty and / or interest imposed on GRSE or any loss due to delay in availing ITC by GRSE or any loss of ITC to GRSE due to errors by vendors at any stage. GRSE reserves right to recover any such interest, penalty or loss from any amount due to Supplier / Contractor or otherwise.

- e. If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state / at multiple states with separate GST registration numbers shall forward GSTIN of only that vertical which is involved in supply of goods and / or services. Vendor shall mention the same while invoicing and avoid any data entry error on GST portal.
- f. If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).
- g. If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.
- h. The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.
- i. The Supplier/Seller must submit original tax invoice or debit note to GRSE (buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE (Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.
- j. Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and

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the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

- k. As per Sec 51 (1) of the CGST Act deduction of tax at source @ 2% (CGST 1% + SGST 1% or IGST @2%) on the payment made or credited to the supplier where total value of supply (supply of goods or service) under a contract exceed Rs. 2,50,000.00 excluding GST.

NOTE: GRSE will not pay any CESS or other charges against this item. Only GST as applicable will be paid extra.

13. **Loading for Deviations in Terms and Conditions:** Not Applicable.
14. **Security Deposit Bank Guarantee (SDBG, to be submitted on Rs. 100 "Non Judicial Stamp Papers):** Not Applicable.
15. **Additional Security Deposit against "Abnormally Low Quotes":** Not Applicable.
16. **Performance Bank Guarantee (PBG, to be submitted on Rs. 100 "Non-Judicial Stamp Papers):**
- PBG (In GRSE format) for 5% of each order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10%.
 - PBG shall be kept valid till completion of Warranty period plus two months. In case supply of items delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBG for noncompliance of contractual obligation.
 - GRSE shall release balance 10% payment against submission of PBG or after warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.
 - The Performance Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited shall be from Nationalised / Scheduled Banks or Banks of International repute **excluding Co-operative banks.**
 - PBG shall be submitted after completion of Delivery of Equipment.

~~NOTE: In case SDBG is not submitted by the supplier, payment will be processed after deduction of equivalent amount and applicable interest @ SLR plus 2% for the delayed period of submission.~~

Special Note:-

- a. Bank guarantee should be executed on the non-judicial stamp paper of Rs. 110/- which should be obtained in the name of the executing Banker. Bank Guarantee must explicitly mention GRSE SAP PO No. else BG will not be accepted. In case single stamp paper of Rs. 110/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper consecutive and are purchased on the same date. Bank

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Guarantee should be executed strictly as per GRSE format. Any alternation 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 the supplier's bank in Banker's sealed envelope directly to dealing officer to Finance/Commercial dept./ordering department. BG details along with PDF copy is to be uploaded by vendor in OBPS portal.

- b. GRSE will not accept any Bank Guarantee (SDBG/ PBG/EMD), if not received from the issued bank with Bank Sealed envelope. If BG is submitted by the bidder/ supplier directly to GRSE, same will not be accepted and returned back to trough post only. GRSE will not be responsible for loss / damage/ delay in BG acceptance in this regard.
- c. Any BG in bank sealed envelope to be forwarded to following address only by the issued bank. If BG is sent to any other address, GRSE will not be responsible to rejection/ loss of the same.

MD Tanfiz Ahmed, Supervisor (Finance)/ Mr. Tamal Sen, Asst. Manger (Finance)

G.R.S.E Limited

61 Park Unit, SAMRIDHI BHAWAN " 1st Floor , Finance Dept

61, Garden Reach Road, Kolkata – 700024

Special Note :-

1. ~~"Supplier has to forward BGs through their issuing bank in sealed envelop directly to the office of "Additional General Manager (Finance – F&A) / General Manager (Finance)", 61 Park, Garden Reach Road, Kolkata – 700024.~~
2. ~~BGs shall not be accepted from the supplier directly.~~

BGs not received directly through issuing bank in sealed envelop shall be accepted only after receiving written confirmation directly from issuing banks."

17. Liquidated Damage (L.D.):

For delay in delivery of materials (**against any part order**), L.D will be applicable @0.5% per week or part thereof on the undelivered material/ work subject to maximum 10% of order value of the undelivered materials.

18. Guarantee/ Warranty (Inbuilt Warranty by vendor):

The materials are to be Guaranteed /Warranted for satisfactory performance for the period of 36 months from the date of receipt of material at GRSE 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

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thereof including direct expenses related to removal and re-positioning of the replacement/repared equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

GRSE Planned delivery of Ship of Yard-3024: Aug. 2026

19. Inspection Authority/ Inspection Agency:

Inspection authorities and inspection procedure will be as mentioned in SOTR.

Accordingly, inspection clause (Either point "A" Or point "B") will be applicable.

Either

A. For Third Party Inspection (TPI) having IACS recognition (To be paid by GRSE):

1. Pre-dispatch inspection by TPIA having IACS recognition nominated by GRSE as per approved QAP.
2. Receipt Inspection: by GRSE (RIC) and/or WOT (K) as per SOTR. Bidder's rep. may be called during receipt inspection of material.
3. Inspection Charges, if any: TPIA charges shall be borne by GRSE.

OR

B. For "IACS Class" Inspection (To be paid by OEM / firm): -

1. Pre-dispatch inspection by "IACS class authority" or as per inspection clause of SOTR.
2. Receipt Inspection: by GRSE (RIC). Bidder's rep. may be called during receipt inspection of material at GRSE store.
3. Inspection Charges, if any: for Classification Society (if applicable as per SOTR) shall be arranged and paid by the supplier and the prices quoted should be inclusive of the same.
4. It is suggested to take all required clarification regarding "Inspection / Inspection authority / Inspection Charges" from CDO / NCM department before submission of bid. Any request which involves financial implication shall not be entertained after submission of bids.

i) Note: In case of Third Party Inspection (TPI) having IACS recognition (To be paid by GRSE), multiple visit by the third party inspection agency shall be avoided. The inspection lot size, based on the equipment cost, is defined as follows:

SN	Cost of Equipment / order	No. of visits
1	less than Rs 1 Lakh	3 visits/ required as per QAP.
2	1 Lakh to 10 Lakh	5 Visits/ required as per QAP.
3	10 Lakh to 50 Lakh	10 Visits/ required as per QAP.
4	50 Lakh to 1 Crore	15 Visits/ required as per QAP.
5	1 Crore to 5 Crore	18 Visits/ required as per QAP

ii) In case of any additional inspection (as mentioned above) is required due to lapse of vendor, then the cost of each additional visit cost to be borne by concerned vendor/s at actual.

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iii) Firm to submit offer in line with SOTR requirement and any change of price post submission of bid in this regard will not be accepted.

iv) Bidders are requested to get clarification w.r.t. inspection related issues before submission of bids from "Technical Department (CDO).

Special Note: - If SOTR demands for "Third Party Inspection", then only point "A" of "Inspection Authority" will be applicable and point "B" will not be considered. Similarly, if SOTR demands for "IACS Class Inspection" then point "B" of "Inspection Authority" will be applicable and point "A" will not be considered.

Special Note:

"NIC Contract will be placed on successful bidder only for regularisation of this NIC tender. GRSE will issue separate SAP order thereafter with details terms and conditions. Contract execution will be governed by GRSE SAP order terms and condition and cardinal dates for submission of Drawing, QAP, SDBG, Delivery schedule, Guarantee period etc. and any other reference will be applicable as per GRSE SAP order only. Any deviation in this regard will lead to rejection of bid."

20. Order Placement:

GRSE will issue order as quantity indicated in Technical Offer, BOQ and NIT for Yard 3024.

Special Note:

"GeM/E-Tender Contract will be placed on successful bidder only for regularisation of this GeM/E-Tender. GRSE will issue separate SAP order thereafter with details terms and conditions. Contract execution will be governed by GRSE SAP order terms and condition and cardinal dates for submission of Drawing, QAP, SDBG, Delivery schedule, Guarantee period etc. and any other reference will be applicable as per GRSE SAP order only. Any deviation in this regard will lead to rejection of bid."

21. Variation of item Quantity:

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

22. Bid Modification:

Modification in bids, if any, is to be made by bidders prior to the tender closing date & time. After tender closing, bidders are not allowed to modify the bids. In case any participated firms withdraw their offer/ back out from the tender, agreed term, GRSE will take necessary action against the firm as deemed fit.

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23. **Splitting of Order: Not** - Applicable

24. **Public Procurement (Preference to Make in India), Order 2017 (and subsequent amendment/guidelines/press publications/circulars to the order, as issued by the competent authority, shall be applicable as on the date of opening of the price bids.)**

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

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

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

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

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

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

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

3. **Requirement of Purchase Preference: Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:**

a. In procurement of goods and services in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakhs or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c, as the case may be, shall apply.

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b. For values of Rs. 50 lakhs or less and in cases where the Nodal Ministry has not communicated sufficient local capacity and for items where critical shipbuilding / Defence applications are involved, enquiry shall be issued to carefully selected vendor base comprising of local and foreign firms as per approved procedure of GRSE Procurement Manual. Nodal Ministry shall be informed of such enquiries appropriately.

c. In the procurements of goods and services which are not covered by paragraph 24.3 a and which are divisible in nature, the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on local suppliers, then such balance quantity may also be ordered on L1 bidder.

d. In procurements of goods and services not covered by sub-paragraph 24.3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
- ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
- iii. In case such lowest eligible local supplier fails to match L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

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4. Exemption of small purchases: **Notwithstanding anything contained in paragraph 24.3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order.**
5. Minimum local content: **The minimum local content shall ordinarily be 50%.**
6. Margin of Purchase Preference: **The margin of purchase preference shall be 20%.**

25. Purchase Preference for MSE firms:

Note: The public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendment/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.

Bidders are advised to check the website of Ministry of MSME for details of the amendments/circulars issued by the Ministry of MSME.

*Divisibility of "Tender item" on L1 basis: **Non - Divisible***

A brief of Benefits being accorded to the Micro & Small Enterprises (MSEs) vendors regarding implementation of policies for Micro & Small Enterprises, 2012 are as follows:

- (a) MSE quoting price within 15% of lowest eligible price bid of other non-MSE bidder (s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity is adequate for this purpose), provided the MSE firm matches the L1 landed cost at GRSE.
To avail this purchase preference, submission of valid EM-II/NSIC/UAM certificate (for manufacture/supply of concern equipment/ item) is mandatory, failing which the benefit will not be accorded.
(EM-II/NCIC/UAM certificate of concern item to be submitted along with the Part I Bid)
- (b) In case of multiple MSE bidders are falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purchase order.
- (c) In case any such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the balance 16%.
- (d) MSEs will also be entitled for following benefits: -
 - (i) Tender documents will be issued free of cost.
 - (ii) Payment of Earnest Money will be exempted.
- (e) Above benefit will also be accorded to the vendors registered with NSIC under a single point registration scheme.
- (f) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

	गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
	भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence CIN : L35111WB1934GOI007891		
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- (g) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partners belonging to SC/ST as above, benefits related to SC/ST owned MSE will to be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- (h) Benefits for Women owned MSME firm is applicable as per MSME guidelines.

Note: For avail MSE/NSIC registered preferences, firm must submit the relevant certificates along with their bid, or the firm will not be entitled to avail the same.

26. **Arbitration:**

1. 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.
2. 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 .
3. 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.
4. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
5. 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.
6. 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.
7. 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

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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.

8. The language of the proceeding shall be in English."

27. **Integrity Pact (If applicable):**

Not Applicable

28. **Independent External Monitors (IEM):**

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

Shri Lov Verma, IAS (Retd.), B-12, Second Floor, Green Park Extension, Near Uphar Cinema, New Delhi—110016 Email: lov_56@yahoo.com	Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL B1001 Prateek Wisteria, Sector 77, Noida Uttar Pradesh—201301 Email: debashis9999@gmail.com
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Regarding Name and Contact details / any further update related to Independent external monitor, you are requested to visit GRSE website please.

29. **Force Majeure:**

Force Majeure will be applicable as per GRSE STACS clause no. IN 801 and as vetted by Ministry of Law.

30. **Policies for MSME (and subsequent amendment/guidelines/press publications/circulars to the order, as issued by the competent authority, shall be applicable as on the date of opening of the price bids.)**

- Notice for Implementation of Policies for Micro and Small Enterprises, 2012, regarding benefits being accorded to the Micro & Small Enterprises is enclosed. Minimum of 3% reservation for MSEs owned by women entrepreneurs will be provided.
- Firm is to submit certificate from competent authority as mentioned in the above said notice along with techno-commercial bid.
- The firm will be liable for all consequences in the event of any kind of suppression of fact or falsification of statement.
- In addition of above, following is also to be noted: -
 - GRSE being a public sector enterprise, endeavours to support the Micro and Small Enterprises for facilitating their promotion and development and enhancing their competitiveness.
 - Bidders may therefore procure all such parts / components, as contained in the list available on GRSE website, required in manufacturing of the ordered equipment / products, from MSEs and a certificate to that effect (with details of the vendors, value of procurement and quantity) may be furnished with the bills.

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- iii. Whether MSE registered? If "YES" then you have to submit scanned copy of Valid Registration Certificate & EMII Certificate failing which benefits cannot be extended to the firm.
- iv. Whether MSE registered firm is owned by entrepreneur belonging to SC/ST category? If "YES", then documentary evidence to be submitted, failing which, benefits cannot be extended to the firm.
- v. Details are also available in GRSE website www.grse.nic.in

31. 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.

32. Progress Report: Not Applicable

33. Risk Purchase:

For unsatisfactory progress even before contractual delivery date or delay in delivery, non-submission of SDBG within the contractual submission due date and non-submission of progress report, 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.

34. Validity of offer:

Offer (Excluding B&D portion) must be valid for 180 days from the date of tender opening. Offer for B&D must be valid for 20 Months from the due date/ Extended date of tender opening.

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35. Documents:

All requisite documents are to be submitted as (clause as specified in SOR) SOTR within stipulated time. Supplier will submit three copies of all relevant drawings including GA, sectional arrangement along with bill of material and Material Specification, Electrical drawing for Motor, Master Controller and Control Panel and also QAP. The manufacturer shall submit a Quality Assurance Plan (QAP) detailing out intended inspection, testing and other quality assurance arrangements prepared.

36. Drawing Approval (If applicable):

Firm shall submit all working drawings (clause as specified in SOR) for approval. Firm will also send these drawings simultaneously to GRSE for their comments, if any. GRSE will comment on the drawings from installation point of view. Firm will send the detail drawings for approval within the time line as mentioned in tender document / SOTR. Copy of the approved drawings will be forwarded to GRSE for record.

37. STACS:

All other terms and conditions will be applicable are as per GRSE's latest STACS Ref. No. GRSE STACS -PE-INDG (August - 2006).

38. Bank Guarantee against Free Issued Material:

Not applicable

39. Security of Information /Secrecy: -

Information contained in this Tender /SOTR and any other information supplied subsequently regarding the subject procurement or the ships concerned is not to be communicated to any third party without prior approval of the IHQ, MOD(N/DND). Any Further clarification (if exists even after TNC/ CNC/ PO) if required by the firm regarding drawings, material, dimensions etc. is to be obtained from GRSE within 15 days of placement of the order. No delay in delivery regarding delayed receipt of such clarification shall be accepted / entertained.

40. Jurisdiction: -

All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any court other than that situated in Kolkata City, West Bengal State, India i.e. courts in Kolkata shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

41. Contact Person Detail:

i	Technical	Mr. Surajit Bhandari, SM (CDO)	Mail: Bhandari.Surajit@grse.co.in Mob. No. 8478061064
ii	Commercial	Balaram Sahoo, Manager (NCM)	Mail: sahoo.balaram@grse.co.in

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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Vendor has to submit already approved Drawings with new PO nos. for approval to technical department ONLY (As mentioned above). Sharing the same (Drawing / SOTR) with any other department may not produce desired result and if that is the case so, GRSE shall not be responsible for delay in Drawings and SOTR approval.

42. Cancellation of Tender: -

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.

43. Preservation: -

Preservation requirements as per SOR and STACs shall be applicable.

44. Order Acknowledgement:

In case of placement of order, the supplier will acknowledge the Order within 7 days of its receipt by them. If no contrary advice is received within that period it will be deemed to have been accepted by you.

NOTE:

1. IN CASE OF ANY STATUTORY DOCUMENTS REQUIRED TO BE PROVIDED DUE TO CHANGE IN STATUTORY RULES / REGULATIONS IN INDIA, THE SAME IS REQUIRED TO BE PROVIDED BY THE FIRM, EVEN IF THE SAME IS NOT MENTIONED IN THE P.O /CONTRACT.

2. BIDDERS ARE TO NOTE THAT ALL COMPLIANCE MATRIX ARE TO BE FILLED UP, SIGNED AND STAMPED PROPERLY AND TO BE SUBMITTED WITH PART I BID FOR ACCEPTANCE OF OFFER. OVER AND ABOVE, SIGNED AND STAMPED COPY OF ALL PAGES OF SOTR AND DRAWINGS ARE ALSO TO BE SUBMITTED AS CONFIRMATION OF ACCEPTANCE.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Balam Sahoo)
Manager (NCM)

E-mail: sahoo.balam@grse.co.in

Commercial Dept., Second Floor-South Hall, 61 Park Unit,
61 Garden Reach Road, Kolkata - 700 024

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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Acceptance Matrix for "SPECIAL TERMS AND CONDITIONS"			
ITEMS: SUPPLY OF "ADDITIONAL 12 OD BALANCED STOP VALVE" FOR YARD 3024 (P-17A PROJECT)			
Sl. No.	Clause Sl. No.	Description	Vendor Comments (Accepted / Not Accepted)
1	1	SCOPE OF SUPPLY	
2	2	TERM OF PRICE	
3	3	BIDS EVALUATION METHODOLOGY	
4	4	OPTION CLAUSE	
5	5	DELIVERY SCHEDULE AND LOCATIONS:	
6	6	MANDATORY TO QUOTE	
7	7	DISPATCH	
8	8	PAYMENT TERM	
9	9	PAYMENT MODE	
10	10	PART SUPPLY / PART PAYMENT	
11	11	GOODS & SERVICE TAX RATE	
		GOODS & SERVICE TAX RATE	
		GOODS & SERVICE TAX REGISTRATION NO	

	गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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12	12	FINAL RATES (QUOTE IN GEM/E-Tender) ARE INCLUSIVE OF ALL APPLICABLE TAXES	
13	13	LOADING FOR DEVIATION IN TERMS AND CONDITION	
14	14	SECURITY DEPOSITE BANK GUARANTEE:	
15	15	ADDITIONAL SECURITY DEPOSIT AGAINST "ABNORMALLY LOW QUOTES":	
16	16	PERFORMANCE BANK GUARANTEE	
17	17	LIQUIDATED DAMAGE(LD)	
18	18	GUARANTEE/WARRANTY	
19	19	INSPECTION AUTHORITY	
20	20	ORDER PLACEMENT	
21	21	VARIATION OF ITEM QUANTITY	
22	22	BID MODIFICATION	
23	23	SPLITTING OF ORDER	
24	24	PUBLIC PROCUREMENT POLICY	
25	25	PURCHASE PREFERNCE FOR MSE FIRM	
26	26	GRSE ARBITRATION CLAUSE	
27	27	INTEGRITY PACT (IP)	
28	28	INDEPENDENT EXTERNAL MONITORS (IEM)	
29	29	FORCE MAJURE CLAUSE	
30	30	POLICIES FOR MSME	
31	31	FORECLOSURE	
32	32	PROGRESS REPORT	
33	33	RISK PURCHASE	
34	34	VALIDITY OF OFFER	
35	35	DOCUMENTATION	
36	36	DRAWING APPROVAL	
37	37	GRSE STACS	
38	38	BANK GUARANTEE AGAINST FREE ISSUED MATERIAL	
39	39	SECURITY OF INFORMATION / SECRECY	
40	40	JURISDRICTION	
42	42	CANCELLATION OF TENDER	
43	43	PRESERVATION	

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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ATTACH SHEET OR SUPPORTING DOCUMENTS IF REQUIRED (PRICE NOT TO BE MENTIONED HERE)

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TECHNICAL BID

SUPPLY OF "ADDITIONAL 12 OD BALANCED STOP VALVE" FOR YARD-3024 FOR P-17A PROJECT

<u>Ind .Sl. No.</u>	<u>Yard</u>	<u>Material Code</u>	<u>Item Description</u>	<u>Qty.</u>	<u>UOM</u>	<u>Delivery schedule</u>	<u>Delivery schedule Agreed by bidder (YES/NO)</u>	<u>QUOT ED (YES / NO)</u>	<u>DEVIATION w.r.t SOTR (YES/NO)</u>
10	3024	571006510 026	12 OD Balanced stop valve Mat_NAB (Bi-Directional Balanced stop Valve with couplings to Suit 12 O.D X 2.5 thk. 70/30 CUNI Pipe including documentation as per SOTR)	30	EA	Within 60 days from date of PO			

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
	भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence CIN : L35111WB1934GOI007891		
www.grse.nic.in	43/46 गार्डेन रीच रोड, कोलकाता - 700 024	43/46 Garden Reach Road Kolkata - 700 024	

TO BE SUBMITTED IN BIDDRR'S LETTER HEAD

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

Ref: GRSE Tender No.

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

We hereby declare that we M/s., registered office at and factory at has not been blacklisted/ de-registered/ debarred/ under tender holiday by any Government Department/ PSU/DPSU for which we have undertaken the works/service as on date.

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

For:

Authorised Signatory.....

Stamp.....

Date.....

Place.....

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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www.grse.nic.in	43/46 गार्डेन रीच रोड, कोलकाता - 700 024	43/46 Garden Reach Road Kolkata - 700 024	

FORM NO. QS / 03 / 0020

GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

43 / 46, GARDEN REACH ROAD

KOLKATA – 700 024

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

- Ref: 1. BPE Notification No. BPE / G:032 / 78 / 1 (4) / Adv (F) / 69 dated 24.10.78.
2. Ministry of Finance, Deptt. of Economic Affairs Notification No.
F. NO. 0(7) / B.O. III / 75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

- In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called “The Buyer”) having agreed to exempt M/s.....(hereinafter called “The Party”) from the demand ,under the terms and conditions contained in the Tender / Purchase Order No..... Dated.....(hereinafter called “the said Tender / Order”) of security deposit for the due fulfilment by the said Party’s of the terms and conditions contained in the said Tender, on Production of a Bank Guarantee for Rs..... (Rupee..... only) , we Bank Limited (hereinafter referred to as “the Bank”) do hereby undertake to pay to the Buyer an amount not exceeding Rs.....against any loss or damage caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms and conditions contained in the said Tender.
- We.....Bank do hereby under take 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 if loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party’s failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.
- 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 & conditions of the said Tender have been fully and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liability under this Guarantee thereafter.

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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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 obligations hereunder to vary any of the terms & conditions of the said Tender / Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of 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 for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
5. We,..... Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained here in above, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....
.....only) and that this Guarantee shall remain in force until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the date of expiry , all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For.....Bank Limited.

(Seal)

Dated theday of200.....

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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Registration Requirement (DPIIT)

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this order means: -
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
Explanation -
 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. **The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.**
- VII. **All Bidders must submit Certificate in their letterhead as per following format.** If the Bidder is registered with Competent Authority, the Registration Certificate along with the Certificate in following format is to be submitted in their techno-commercial (Part-I) bid. The Registration Certificate shall be valid at the time of submission of bids and at the time of acceptance of bids.

Certificate in Letterhead of Bidder:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or; if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder is not from such a country and is eligible to be considered."

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FORMAT No. QS/03/0019

FORMAT OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

This Deed of Guarantee made thisday of Between (hereinafter called "The Bank ") which expression shall mean 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 and Engineers Limited, having their Head Office at 43/46, Garden Reach Road, Calcutta – 700024.

(hereinafter called "The Buyers") which expression all mean 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 (hereinafter called "The Seller") have accepted an Order No. for supply of from the Buyer to manufactured 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 the order amounting to Rs. (Rupees) performance of the equipments supplied against the said 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 INDENRURE witness that is consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them to do and within a fortnight from the date of such demand sum of sums not exceeding in the whole of Rs. (Rupees.....) 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. Provided it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the seller's business and the liability of the Bank under this presents shall not be impaired 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 Sellers and/or by reasons of failure on the part of he Buyer to observe or perform any of the stipulated contained in the said order and to be observe or performed by the Seller whether any of the above takes place with or without the knowledge the Bank and that the Guarantee herein contained shall remain in full force and virtue only.

All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied provided always and it is hereby agreed between the parties that a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till and is limited to 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 up to and unless a claim or demand in writing is made non the Bank shall be released and discharged from all liabilities there under.

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Date:

Seal of the Bank.

FORMAT No. 03/03/0085

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.
 43/46, GARDEN REACH ROAD
 KOLKATA - 700024

GUIDELINERS FOR BANK GUARANTEE

1. Non – judicial Stamp papers – N.J.S. paper of Rs. 50/- (Rupees fifty only) is to be obtained in the name of the banker for execution of the Bank Guarantee. If a single stamp paper of Rs. 50/- is not available, stamp papers of multiple denomination may be used but the serial nos. of purchase of such stamp papers be of consecutive nos. and purchased on the same day. Such stamp paper should not be older than one year or the date of Purchase Order/ Contract which - ever is applicable. Stamp papers obtained in the name of the suppliers will not be accepted.
2. Address of the Supplier / Contractor and the executing bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled banks preferably by nationalized banks and should be sent in banker's sealed envelope directly to General Manager (Finance), Corporate Finance, M/S. GARDEN REACH SHIPBUILDERS & ENGINEERS LTD., 43/46, GARDEN REACH ROAD, KOLKATA –700024, describing the word "BANK GUARANTEE".
4. No confirmation of B.G. is required to be obtained from issuing bank if the B.G. executed by scheduled / nationalised bank is received in banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by nonscheduled banks/Co-operative banks, regional private banks, etc. and for these guarantees which were not received in the terms of (3) above.
6. The Bank Guarantee should be strictly in conformity with the terms & conditions of the order and in GRSE 's standard format prescribed against each of the above cases.
7. Expiry date should be in accordance with requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors /deletions / inclusions / riders etc., requires to be authenticated by Banker's Signatory with official Seal.
9. Issuing bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE 's letter reference requested for and must be in bank's sealed cover addressed to GRSE.
10. An advance Xerox copy of Bank Guarantee be submitted directly to NCMPD.

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STANDARD TERMS AND CONDITIONS OF SUPPLY
(INDIGENOUS EQUIPMENT / MACHINERY)
REF. NO. GRSE-STACS-PE-INDG (AUGUST, 2006)

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STANDARD TERMS AND CONDITIONS OF SUPPLY
(For Indigenous Equipment / Machinery)
Ref. No. GRSE-STACS-PE-INDG

IN-1 GENERAL

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

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

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

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

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

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

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

IN-108 Governing Jurisdiction and Compliance with Laws

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

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

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

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

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(e) Sub-contractor/Supplier/vendor working at GRSE site, shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected.

Sub-contractor/Supplier/vendor working at GRSE site, are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.

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

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

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

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

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

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

IN-111 Secrecy :

All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The Technical information, Drawings, Specification and other related Documents forming part of this Enquiry /Order are the property of the Purchaser and shall not be used for any other purpose except for the execution of order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed to a third party, not misused, used in any other form whatsoever without Purchaser's prior consent in writing except to the extent required for the

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execution of this order. At the time of tendering, the tenderer has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss /cost/damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

IN-112 Preservation:

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

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

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

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

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

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

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

IN-117 Registration as Approved Vendor:

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

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

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

IN-119 Examination of price: Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-

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contractor/supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.

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

IN-2. Quotations and Order Acceptance Terms:

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

- Tender number and due date to be superscribed on all the envelopes.
- Tender to be submitted on or before the due date and time.
- Offer to be as per specifications and complying with tender conditions.
- The envelopes to be sealed properly.

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

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

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

IN-203 a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned deptt.

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

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

IN-204 (a) The price per 'Ship set' shall be quoted and breakup price of individual items of equipment and its accessories must be clearly stated.

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

Door delivery

F. O. R.

Ex-Works - with charges for packing and forwarding

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

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

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

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

IN-205 (a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser's Yard. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.

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

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

And

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

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

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

IN-207 Spares:

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

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(b) The Sub-contractor / Supplier / Vendors offer shall include a list of manufacturer's recommended spares together with itemised prices for One year uninterrupted operation – validity of offer shall be a minimum for 90 days.

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

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

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

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

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

IN-210 With the acceptance of the successful bidder's offer by the Purchaser, which is as per the Terms and Conditions of the tender, by means of LOA / Purchase Order, the Contract is concluded. The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks of from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Vendor shall not bind the Purchaser in respect of these conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Vendor to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Vendor in all respects.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vender's bid contains any condition and any correspondence

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which are contrary to the Notice Inviting Tender (NIT) then they shall be considered as superseded and void on the acceptance of the bid by the Purchaser. 9 Recovery of compensation by the Purchaser from the Sub-contractor / Supplier / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

IN-211 Security Deposit (Interest free) :

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

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

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

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

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

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

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

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

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one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

IN-302 Insurance:

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

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

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

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

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

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

IN-306 (a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.

(b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor.

(c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.

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(d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.

(e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

IN-4.0 Guarantee / Warranty

IN-401 The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 18 months from the date of satisfactory commissioning of the vessel on which the equipment/materials/items are installed OR for the period of 48 months from the date of final dispatch, whichever expires earlier, against improper design, defective materials and faulty workmanship. During guarantee/warranty period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

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

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

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

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

IN-5.0 Quality Certification:

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

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

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

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

IN-6.0 Terms of Payment:

IN-601 (a) Unless or otherwise mutually agreed upon and stipulated in the Purchase Order, the terms of payment shall be 90% of Order value within 45 days from the date of receipt inspection and acceptance of material and presentation of bill supported with complete set of documents as under: -

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

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

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

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

(c) Payment may be made to the vendors through Electronic Clearing System (ECS). Vendors are to furnish requisite documents / information on receipt of the order.

(ECS Format for Bank Particulars and Payment Procedure enclosed at Annex. - 6)

(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority.

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The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.

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

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

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

(i) Material Portion:

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

(ii) Labour Portion:

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

OR

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

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

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

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

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

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

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

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

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

IN-604.2 Declaration Form can be issued to suppliers in case of transit sale, i.e. transfer of documents during the period of transit of the materials to obtain Sales Tax benefit. Invoice shall clearly indicate cost incidentals against each head, as applicable:

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

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

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

IN-607 Liquidated Damages / Risk Purchase:

IN-607.1 In the event that-

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

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

IN-607.2 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 1% of the total order value per week or part thereof of delay upto a maximum of 10% of the total order value. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor (Seller). Payments made by the Sub-contractor / Supplier / Vendor (Seller) of Liquidated Damages shall be in addition to any other remedies (other than any other remedy for the recovery of damages) available to the Purchaser, including without limitation the remedy of cancellation of Order for default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN-704 The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/vendor/sub-contractor shall give

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30 days' notice for inspection and will make necessary arrangements / provide necessary facilities to inspectors / nominated agency to carry out inspection / testing during course of manufacture/final inspection and testing as required. Formal Inspection Certificates will be issued by the relevant QA Authorities /Agents.

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

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

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

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

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

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

IN-710 REPLACEMENT FOR REJECTION:

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

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

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

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

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

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

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

IN-714 Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Vendor are to be obtained from the Inspection Authority.

IN-8.0 Miscellaneous:

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

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

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

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party.

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

IN-802 Arbitration:

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

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- 2) The CMD or MD, GRSE Ltd. if he so desires, may nominate / appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
- 3) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification or re-enactment thereof for the time being in force.
- 4) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- 5) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD of GRSE Ltd., on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- 6) Also in the event of an arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate / appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- 7) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

IN-803 Indemnification:

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

IN-804 Use of Undue Influence / Corrupt Practices:

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

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that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Vendor.

The Sub-contractor / Supplier / Vendor shall not offer or agree to give any person in the employment of Purchaser any gift or consideration of any kind as "Inducement" or "reward" for doing or forbearing to do or for having done or foreborne to do any act in relation to the obtaining or execution of the contract/s. Any breach of the aforesaid.

condition by the Sub-contractor / Supplier / Vendor or any one employed by them or acting on their behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Vendor) or the commission of any offence by the Sub-contractor / Supplier / Vendor or by any one employed by them or acting on their behalf which shall be punishable under the Indian Penal Code 1980 or the Prevention of Corruption by Public Servants, shall entitle Purchaser to cancel the contract/s and all or any other contracts and then to recover from the Sub-contractor / Supplier / Vendor the amounts of any loss arising from such contracts' cancellation, including but not limited to imposition of penal damages, forfeiture of Security Deposit, encashment of the Bank Guarantee and refund of the amounts paid by the Purchaser.

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

IN-805 Banned or de-listed Contractors:

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

GARDEN REACH SHIPBUILDERS AND ENGINEERS LTD.
STANDARD TERMS AND CONDITIONS OF SUPPLY
STACS ACCEPTANCE FORMAT FOR INDEGENOUS EQUIPMENT / MACHINERY
REF. NO. GRSE-STACS-PE-INDG

TENDER NO.: -----

DATE: -----

STACS CLAUSE NO.	BIDDER'S REMARK	STACS CLAUSE NO.	BIDDER'S REMARK	STACS CLAUSE NO.	BIDDER'S REMARK	STACS CLAUSE NO.	BIDDER'S REMARK
IN - 101		IN - 201		IN - 501		IN - 701	

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DESIGNATED BANK ACCOUNT NAME :

BANK ACCOUNT NO. :

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

NAME OF BANK :

BANK BRANCH ADDRESS :

BANK CODE NO. :

MICR NO. (9 DIGITS) FOR PAYMENT :

DATE OF EFFECT :

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

(B) ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF.

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

(.....

Signature of the Authorised signatory of the vendor

Date:

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

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

Signature of The Authorised Official of the bank

Date:

INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

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INTEGRITY PACT

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

And

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

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

Section 1 - Commitments of the Principal

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

- No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- The principal will exclude from the process all known prejudiced persons

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

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

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

- The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications,

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certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

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

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

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

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

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

Section 4 - Compensation for Damages.

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

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

Section 5, - Previous Transgression

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

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

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

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- (1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) Contractor(s) / Subcontractor (s)

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

Section 8 – Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s)/Subcontractor(s) with confidentiality.
- (4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, the parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding Recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.
- (8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
	भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence CIN : L35111WB1934GOI007891		
www.grse.nic.in	43/46 गार्डेन रीच रोड, कोलकाता - 700 024	43/46 Garden Reach Road Kolkata - 700 024	

This pact begins when both parties have legally signed it. It expires for the Contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of GRSE.

Section 10 – Other provisions:

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

(For & On behalf of the Principal)
(Office Seal)

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

Place.....

Date.....

Witness 1:

(Name & Address)

.....

.....

Witness 2:

(Name & Address)

.....

.....

	गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited		Registered & Corporate Office : 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
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DECLARATION CUM STATEMENT OF ACCEPTANCE OF
COMMERCIAL TERMS AND CONDITIONS
(To be submitted in Company Letter Head)

Ref: Tender No.....

Firm's Name:

Firm's Offer No.....

1. I/We, M/s....., hereby confirming that we have read and understood all Terms & Conditions of the tender referred above.
2. We are also conforming that we are accepting all commercial terms and condition without any deviation, except mentioned in the deviation list (Para 4).
3. This declaration will remain valid and binding on us, till completion of order in full and will comply with other contractual obligation.
4. Our deviation list is listed below:

Sl. No.	NIT/ Tender Clause No	Terms as per NIT/ Tender	Our Terms	Reason for deviation

Note: If above format is left blank, same to be considered as 'No deviation'

5. We have mentioned our deviation list for commercial terms and conditions for GRSE acceptance and GRSE reserves the full right to accept / reject our techno-commercial bid /offer with deviation / without deviation.
6. We are also agreed with following delivery schedule to execute the contract against referred tender:

<u>Yard</u>	<u>Delivery schedule for "ADDITIONAL 12 OD BALANCED STOP VALVE (Bi-Directional Balanced stop Valve with couplings to Suit 12 O.D X 2.5 thk . 70/30 CUNI Pipe including documentation as per SOTR)"</u>	<u>Delivery of OBS</u>	<u>Schedule for Service</u>
3024	Within 60 days from date of PO		

7. This declaration cum statement supersedes any/ all other condition/deviation mentioned in any part of techno-commercial bid against this tender.

Name of the Authorised Person

Signature

Date

Stamp