



गार्डेन रीच शिपबिल्डर्स एंड इंजीनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Ltd.

(भारत सरकार का उपक्रम, रक्षा मंत्रालय)
(A Government of India Undertaking, Ministry of Defence)
CIN NO.: L35111WB1934GOI007891

NOTICE INVITING TENDER

(Instructions to Bidders is placed at Annexure -I)

TENDER NO. NCM/IMP/DM/ST/EMI-EMC FILTER/P17A/ET-3368

FOR EMI/EMC FILTER OF GT VENT FAN STARTER FOR YARD NO.3024/P17A

1. Two Bid Offers:

Offers are invited in two bid system through GRSE E-PROCUREMENT mode as per specification & scope same as per **original Purchase Order 4200000744 dtd. 14.07.2018** for the indented items.

For any clarification on techno-commercial issues, please write to: **Mr. Manindra Mohan Chatteraj**, DGM (D) (E), E-mail: **Chatteraj.M.M@grse.co.in** for technical query and Mr. D Mukherjee, M (NCM-L&W) / Mr. RK Saha, DGM (NCM-Import), E-mail: **Mukherjee.Dibyendu@grse.co.in / saha.rajen@grse.co.in** for commercial query.

2. Date of Pre-Bid Meeting (if required)

: **NO**

3. Last date & time of Receipt of Tender on portal:

(12:00 Hrs IST)

4. Date & Time of opening of Tender:

(14:00 Hrs IST)

5. **Description of Material (in brief):** EMI/EMC FILTER OF GT VENT FAN STARTER FOR YARD NO.3024/P17A

6. **Technical Specification & Scope of Supply:** As per original PO 4200000744 dtd. 14.07.2018 for the indented items.

7. Commercial Terms:

(i) Delivery Schedule: Within 30.04.2026

(ii) Payment Terms:

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

GRSE require minimum 05 months-time for processing Delivery Date Extension after receipt of delivery date extension request from seller with all documentary evidence and justification. Therefore, seller is required to apply to GRSE for delivery date extension with all documentary evidence and justification **at-least 05 months prior** to expiry of contractual delivery date. Delivery Date Extension without imposition of LD shall be processed by GRSE based on merit and if reasons for delay is attributable to GRSE and without prejudice to any other terms of contract.

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

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

(b) Signed package wise packing list. Triplicate. Packing list must contain **GRSE PO no and GRSE Material Code number**. Refer packing instruction clause for detail information to be incorporated in packing list.

(c) **Transport document:**

(i) **For sea shipment:**

Complete set of 3/3 original and 3 copies of nonnegotiable copies of signed, 'clean', 'on board' bill of lading to order of -----(name of applicant's banker). The transport document should

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

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

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

(ii) **For air shipment:**

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

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

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

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

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

- (e) Beneficiary's certificate to the effect that three additional set of nonnegotiable documents including one copy each of invoice, packing list, material test certificate/shop test certificate, certificate of origin, warranty certificate have been forwarded to the applicant to Manager (NCM-Import), GRSE Ltd., 43/46, Garden Reach Road, Kolkata - 700024, India) by courier at earliest but not more than seven working days after shipment.
- (f) Guarantee / warranty certificate in triplicate. Guarantee / warranty certificate must contain **GRSE PO no and GRSE Material Code number.**
- (g) Manufacturer's work test certificate / shop test certificate in triplicate. Certificate must contain **GRSE PO no and GRSE Material Code number.**
- (h) Post receipt / certificate (issued by supplier) evidencing timely air mailing hard copy of all required non-negotiable copies of documents to GRSE within 2 days of shipment date and forwarding scan copy of documents to email ID: Mukherjee.Dibyendu@grse.co.in / saha.rajen@grse.co.in within 2 days of shipment date.
- (i) Shipping company's or their agent's certificate in duplicate stating that the carrying vessel named in the bill of lading is a seaworthy vessel, not more than 15 years old, has been approved under institute classification clause (class maintained equivalent to LLOYDS 100 a1) and has been registered with an approved classification society (certificate to specify the name of the classification society).
- (j) A CERTIFICATE IN DUPLICATE ISSUED BY THE SHIPPING COMPANY OR THEIR AGENT STATING THAT THE VESSEL MENTIONED IN THE BILL OF LADING AND THE PORTS FROM/TO WHICH THE GOODS ARE SHIPPED ARE FREE FROM EMBARGOS AND THAT THERE ARE NO SUBSISTING SANCTIONS IMPOSED ON THE VESSEL/PORT.
- (k) GRSE's certificate as to receipt and acceptance of performance bank guarantee.
- ~~(l) GRSE's certificate as to receipt and acceptance of SDBG/CPBG.~~
- (m) Certificate of IRS/LRS/ABS etc. (**on their letter head**) as applicable.
- (n) Material Safety Datasheet for Hazardous/Dangerous Cargo.
- (o) Weight Certificate

- (p) Preservation Certificate
- (q) Original Marine Insurance policy (wherever Insurance is responsibility of Seller). Refer Marine Insurance clause for details about Marine Insurance policy.
- (r) Certificate of Conformity (CoC): The Certificate of Conformity (CoC) must mention following:
- Governing specification and values to which the equipment is tested
 - OEM Test certificate/Test report/Catalogue/Datasheet.

NOTE:

- (aa) All the documents must clearly indicate the GRSE Purchase Order No. , GRSE Material code No., Import License No., Airway Bill / Bill of Lading No.
- (bb) All normal Bank Charges for LOC negotiation etc. in India will be borne by GRSE and Bank charges outside India is to be borne by the supplier.
- (cc) LC confirmation charge where required, will be borne by the supplier.
- (dd) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the supplier.
- (ee) All Bank Charges (both Seller's Bank and Buyer's Bank) are to be borne by seller due to discrepancy of documents.
- (ff) All documents should be in ENGLISH.
- (gg) All documents should mention the LC number, date, IE Code of GRSE.
- (hh) Documents produced by reprographic process / computerized carbon copies are not acceptable unless marked original and signed.
- (ii) The transport document must not indicate a final place of destination as being different from the port of discharge.
- (jj) All parties to this transaction are advised that the U.S and other government and / or regulatory authorized impose specific sanctions against certain countries, entities and individuals, bank may be unable to process a transaction that involves a breach of such sanctions. Presentation of documents evidencing transshipment through sanctioned countries or any of their regions will be considered as breach of such sanctions.
- (kk) Bill of lading issued by HANJIN SHIPPING COMPANY would not be acceptable.
- (ll) Short form, third party, and Lash bill of lading are not acceptable.
- (mm) Presentation period for LC negotiable documents:-
- (i) For sea shipment: within 14 days from date of shipment or the validity of this credit, whichever expires earlier.

- (ii) For airlifting: within 2 days from date of shipment or the validity of this credit, whichever expires earlier.
- (nn) LC is subject to UCPDC 600.
- (oo) LC is subject to uniform rules for bank to bank reimbursement under documentary credits-ICC publication no.725.
- (pp) Insurance is covered by applicant under open cover policy for EXWFOB/FCA/C&F contract.
- (qq) LC confirmation charge (if any) is to be borne by seller
- (rr) This L/C will allow payment as reduced by any deductibles and/or the amount leviable towards liquidated damages, if any on timely presentation of the documents through bank and against work completion certificate duly certified by an officer of GRSE.
- (ss) This L/C will allow payment as reduced by any deductibles and/or the amount on account of storage and demurrage charges paid or payable by GRSE for default of Supplier/Seller like late presentation of documents, incorrect documents etc.
- (tt) Transshipment is not allowed.

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

Special Note:

Bidder must note that payment in foreign currency shall not be made for supply of material to Purchaser **from India** (indigenous supply) and work done by service technicians of India as per Reserve Bank of India rules. For Material supply from within India and for work done by service technicians of India (belong to Indian contractor), orders shall be placed only in INR on Indian firms. Payment in foreign currency shall be made for supply of material, which are purely imported in the name of Purchaser and for work done by Service technicians. Number of Purchase orders and bidder details for placement of order shall be mentioned into the offer submitted. The same shall be finalised latest before opening of price bids. Please refer clause no. 55 of this section regarding *"Procedure for bidding by Principal Bidder/Lead Partner and Consortium Partner and placement of order"* in this regard.

(iii) Warranty:

- (a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of **12 month** from the date of 'receipt & acceptance of items at GRSE' or **18 months** from the actual date of final dispatch of equipment / items/materials whichever is **earlier**. During guarantee / warranty period if any item/ materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE within 07 days(For Indigenous vendors), 21 days(for Foreign vendors) of notice of such defect. If any

items are required to be removed from GRSE for defect repair, then supplier shall remove the same after submission of Bank Guarantee amounting equivalent to value of material to be removed and having validity of BG till the time of return of repaired/fresh material to GRSE and regiment to original equipment to GRSE. In case, materials are delivered in multiple consignments/lots, last date (actual) of delivery of consignment shall be reckoned for calculation of warranty date.

- (b) If the defects intimated during the Guarantee period are not remedied within stipulated time, the Purchaser may proceed to rectify the defects at the Sub-contractor's / Supplier's / 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.
- (c) In the event of Sub-contractor's / Supplier's / Vendor's failure to attend the Guarantee defects within stipulated 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."
- (d) **For shelf life items, the bidder is to mandatorily indicate the shelf life of each item to ascertain the Maximum possible warranty period.**
- (e) Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.
- (f) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.
- (g) **Removal of Defective Material (under Warranty).** In case defective material is required to be removed from GRSE's premise for repair/rectification/replacement to be carried out at Principal Contractor/Contractor/Supplier's Premise/Works. Following procedures are to be followed by Principal Contractor/Contractor.
 - (i) The Principal Contractor/Contractor shall collect the same from the Purchaser's Stores immediately from the date of intimation to the Principal Contractor/Contractor of such rejection. All incidental charges are to be borne by Principal Contractor/Contractor (inclusive of Customs Duty, if payable),
 - (ii) The Principal Contractor/Contractor is required to submit Bank Guarantee equivalent to value of defective material prior to removal of defective material from premise of GRSE.
 - (iii) The Supplier is required to submit details as per GRSE's Export Queries form and other relevant documents in supplier's letterhead within 05 days from date of intimation of defect to Supplier. Export Queries form and other documents required for exporting the defective goods shall be forwarded during intimation of defect to Supplier.
 - (iv) The Supplier is required to adhere all rules and regulations under Indian Law like Custom Law, GST Law etc. and prepare documentation for Re-Importation (from supplier's country to India after repair/replacement) as per Indian Law.

(iv) **All other Commercial Terms & conditions: As per Purchase Order 4200000744**
dtd. 14.07.2018