NOTICE INVITING SINGLE TENDER
Tender Ref. No. NCM/SK/ST/NGC GTMSS/ET-3552

1.	Name of the item/System	:	LM 2500 IEC Gas Turbine along with Gas Turbine Marine Support System (GTMSS) for eight ships of NGC project.
2.	Bidding type	:	Two-part bid
3.	Bidding platform	:	NIC portal
4.	Nature of Tender	:	**Single (Domestic)**
5.	Date of Pre-Bid Meeting	:	10 working days from tender publication
6.	Tender closing date & time	:	as mentioned in the NIC Portal
7.	Tender opening date & time	:	as mentioned in the NIC Portal
8.	Technical Specification & Scope of Supply	:	ANNEXURE XVIII(SOTR)
9.	Commercial Terms & Conditions	:	ANNEXURE II

10. Tender can be downloaded from NIC Portal and offer to be submitted in NIC portal

11. This tender is neither an agreement and nor an offer by the GRSE/GSL to the prospective Bidders or any other person. This tender includes statements, which reflect various assumptions and assessments arrived at by the GRSE/GSL in relation to the Project. This tender document and any assumptions, assessments and statements made herein do not purport to contain all the information that each Bidder may require. The Bidder shall bear all its costs associated with or relating to the preparation and submission of proposal pursuant to this tender Wherever necessary, GRSE/GSL reserves the right to amend or supplement the information, assessment or assumptions contained in this tender. GRSE/GSL reserves the right to withdraw the Tender at any stage. The issuance of this tender does not imply that the GRSE/GSL is bound to shortlist a Bidder for the Project.

12. This tender is being issued with no financial commitment; and GRSE/GSL reserves the right to cancel / withdraw the tender and change or vary any part thereof. GRSE/GSL also reserves the right to disqualify any Bidder should it be so necessary at any stage on grounds of National Security.

13. Whether GRSE will open the tender as per schedule or extend the offer submission due date is completely under purview of GRSE/GSL.

14. This tender is non-transferable. This Document is the property of GRSE/GSL and is issued by GRSE for the information of bidder to whom this tender is issued. Bidder, to whom this tender is issued, will be responsible for its safe custody and that its contents will not be disclosed in any form to any unauthorized person/ entity. This document will be treated as a company confidential document for all purposes. The above provisions will also apply to any authorized sub-vendor/ person/ entity with whom the document or part thereof are shared.

15. GRSE/GSL/Partner shipyard reserve the right to negotiate the price with L-1 bidder, as per existing procedure of GRSE/GSL/Partner shipyard.

16. Tender Fees: Not Applicable

17. Earnest Money Deposit: Not Applicable

18. List of Enclosures/Annexures:

Sl.	Documents / Format	Annex. No
1.	Instructions to bidders	I
2.	Commercial terms & conditions	II
3.	SDBG Format of GRSE and GSL	III(a) and (b)
4.	PBG Format of GRSE and GSL	IV (a) and (b)
5.	ISB format of GRSE	V (a) and (b)
6.	Declaration for Banned / Delisting / Tender Holiday/ Risk Purchase by any PSU	VI
7.	Public Procurement (Preference for Make in India) (PPP-MII)	VII
8.	Public Procurement Policy for Micro and Small Enterprises(PPP-MSE)	VIII
9.	STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE/ PREMISES	IX(a)
10.	GENERAL TERMS AND CONDITIONS OF CONTRACT- FOR GSL	IX(b)
11.	GENERAL SAFETY RULES FOR CONTRACTORS- FOR GSL	IX(c)
12.	ECS FORMATS of GRSE and GSL	X(a) and (b)
13.	INTEGRITY PACT GRSE and GSL (Bidder has to submit 02 separate IP 01 for GRSE in GRSE Format and 01 for GSL in GSL Format)	XI(a) and (b)
14.	GRSE and GSL STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF B&D SPARES.	XII
15.	GRSE STACS-PE-INDG (August - 2006) and STACS Acceptance and GSL STACS and STACS Acceptance	XIII

16.	Declaration of indigenous content	XIV
17.	Declaration of MSME	XV
18.	Progress report submission format	XVI
19.	P.O acceptance format	XVII
20.	SOTR (Technical Specification)	XVIII
21.	Technical Bid template (Details Technical bid i.e. details list of deliverables, to be submitted without indicating any price along with Part-I)	XIX
22.	Price Bid template (details list of deliverables with prices to be submitted as an attachment to Part-II i.e. price bid)	
23.	Matrix for Commercial terms & conditions (to be submitted duly filled with Part-I i.e. techno-commercial bid)	XX
24.	Matrix for SOTR (Technical Specification) (to be submitted duly filled with Part-I i.e. techno-commercial bid)	XXI

Note :-

In case of withdrawn of offer by any participated Bidder/s at any stage of finalization of the order, GRSE may take the following actions:

(i) Issue of tender holiday to the Bidder/s

(ii) Bidder/s will not be issued any tender for any items for a period/ project etc.

(iii) In case the Bidder/s, participated in open tender, the offer may be rejected

(iv) Bidder/s will be restricted for Vendor registration at GRSE/renewal of Vendor registration at GRSE.

In addition to above, GRSE will take necessary action against the Bidder/s as deemed fit.

Sandeep Kumar
Sr. Manager (Commercial)
M/s. Garden Reach Shipbuilders & Engineers Limited,
61, Garden Reach Road, Kolkata-700 024 (INDIA)

Annexure-I

INSTRUCTIONS TO BIDDERS

1. PREAMBLE:

(i) Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata, Goa Shipyard Limited (GSL), GOA and Partner shipyard, invite e-offers in two bid system i.e. Part-I (Techno Commercial Bid) and Part-II (Price Bid) through NIC portal for Supply of subject equipment for NGC PROJECT.
Three Ships shall be constructed at Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata, Two ships will be constructed at Partner shipyard of GRSE, Two Ships shall be constructed by Goa Shipyard Limited (GSL), GOA and one ship will be constructed at Partner shipyard of GSL.

(ii) The tender shall be processed by GRSE/GSL/Partner shipyard for 8 Shipsets altogether. However, separate purchase orders will be released by respective Buyers/Shipyards.

(iii) Equipment along with its associated auxiliaries/components are to be delivered / Services to be rendered for Three Ship sets as desired location in anywhere in Main Land India by Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata, for two ships at Partner shipyard of GRSE, for Two Ship sets at Goa Shipyard Limited (GSL), GOA and for one ship at Partner shipyard of GSL

(iv) GRSE & GSL will place orders for B&D spares separately at later date after ranging and scaling done by Indian Navy. B&D Spares are to be delivered to Material Organization of Indian Navy

(v) Security Deposit and Performance Guarantee as applicable may be submitted in the form of ISB/BG against PO issued by respective Buyers.

(vi) GRSE,GSL and Partner shipyard herein after known as 'BUYER'/ shipyard and Bidder to whom tender is issued herein after known as 'Vendor'/Supplier' etc.

2. TWO PART BID SYSTEM: Offer must be submitted in two parts as explained hereunder:

A. Part I (TECHNO-COMMERCIAL BID):

i) Techno-commercial Bid must consist of following mandatory documents:

a) Duly filled SOTR / drawing/technical data sheet compliance matrix, commercial terms & conditions compliance matrix as applicable duly indicating bidder(s) name, contact no., name of contact person, e-mail id, Bidder(s) address and offer reference.

b) Techno-Commercial bid indicating quoted/not quoted against each line item and Deviation, if any.

c) Bidder(s) contact details with office address, contact person name, e mail, phone no. of 3 persons including head of organization.

d) Bidder(s) to submit the signed and stamped copy of the drg where applicable.

e) Bidder(s) to submit the all declaration enclosed with the tender.
f) Weight control Data sheet if applicable.
g) Bidder(s) must submit Integrity pact in original both in GRSE and GSL format within 01 week from the tender closing date if applicable. Copy of integrity pact to be uploaded along with techno-commercial bid where applicable.

ii) Documents mentioned hereunder are to be included in techno-commercial bid for new/unregistered vendor(s) only.

a) Company Profile and Shop & Establishment registration certificate or registration certificate from local bodies for conducting business.
b) GST registration certificate
c) Document in support of MSE status
d) Copy of PAN, Electricity bill.
e) Audited / Certified Balance sheet, Profit / Loss account for past three (03) years from the date of tendering
f) Credentials of supplies during last three (3) years supported with order copies & work completion certificates.
g) Registration certificate with any other PSU shipyard & Naval organization

Note:

i) The Bidder(s) should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear non-compliance/non-acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
ii) No conditional offer and hard copy of offer will be accepted.
iii) Tender must contain offers/response for all line items as sought.
iv) Prices are not to be mentioned/ indicated in techno-commercial bid else the offer will be summarily rejected.
v) Bids received other than GeM Portal will be rejected.

B. **Part-II (PRICE BID):** Price Bid consisting of prices for each of the elements of BOQ in the prescribed format provided in NIC Portal. Firm has to submit the details list of deliverables as per enclosed format by attaching the same in price bid. Bidder(s) to indicate the details break with rate of GST as an attachment to price bid**.**

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

4. **Revised Bid:** During the course of bid evaluation if request is raised by bidder(s) for revised price bid submission, such requirement must be recorded in technical or commercial evaluation report and the same will be permitted subject to approval of competent authority else shipyard reserves the right to disqualify the offer under intimation to the relevant bidder(s).

5. **Public Procurement Policy for Micro and Small Enterprises(PPP-MSE)**:

Benefits to MSE bidders will be extended as per Public Procurement Policy for Micro and Small Enterprises (PPP-MSE). Policy details at ANNEXURE VIII.

6. **Public Procurement (Preference for Make in India) (PPP-MII):** Benefits will be applicable in accordance with Public Procurement (Preference for Make in India) (PPP-MII) for details refer Annexure VII.

7. **TOTAL REQUIREMENTs**: 8 Shipsets (Three Ships shall be constructed at Garden Reach Shipbuilders & Engineers Limited (GRSE), Kolkata, Two ships will be constructed at Partner shipyard of GRSE, Two Ships shall be constructed by Goa Shipyard Limited (GSL), GOA and one ship will be constructed at Partner shipyard of GSL)

8. **PRICING:**

Basic price exclusive of GST is to be quoted for each of the line items as stated below on CIF door delivery basis for destination GRSE Store Kolkata, GSL Store, Goa and Partner Shipyard Store within territory of Indian main land and for eight shipsets taken together

S.No	Description	Reference
1.	Main Equipment including Drawings & Documents	'E-Procurement Portal. Details list of deliverables without price to be attached with Part -I i.e techno-commercial bid and Details list of deliverables with price to be attached with Part -II i.e Price bid as an attachment to price offer
2.	On Board Spares	
3.	Tools	
4.	Commissioning Spares	
5.	Service Engineer Charges	
6.	Preservation/De preservation/Re-preservation charges (as per the SOTR)	
7.	B&D spares	Not part of L1 determination. However, bidder to Mandatorily to Quote in the ILMS format. (Unpriced copy to be submitted alongwith Part-I offer and Priced offer to submitted as an attachment alongwith Part-II offer)
8.	Additional Guarantee / Warrantee charges	Price for Optional scope and Not part of L1 determination. However, bidder to Mandatorily to Quote (Unpriced copy to be submitted alongwith Part-I offer and Priced offer to submitted as an attachment alongwith Part-II offer)
9.	Preponement of Delivery	
10.	Postponement of Delivery	
11.	Additional De preservation/Re-preservation charges	

NOTE:

i) It is mandatory to quote for all line items as per tender, if it is found after opening of price bids that the price quoted for a particular line item is **'zero'** then supplier has to supply this/these items free of cost to GRSE/ GSL/ Partner shipyard.
ii) Prices indicated above except B&D Spares will be considered for arriving at L1 price.
iii) The price shall be inclusive of all rights, if any, of patents, registered designs or trademarks and the Sub-contractor / Supplier / firm shall indemnify the Purchaser against all claims in respect of the same.
iv) The purchaser reserves the right to assess the reasonableness of the price and ask the firm / supplier / sub-contractor for detail break up of their cost.
v) **Format for detail item break up of Main Equipment, OBS, Tools, Commissioning Spares, B&D Spares is enclosed. Bidder must submit their un price offer in the given format.**

9. BIDS EVALUATION CRITERION:

L1 bidder shall be determined based on **FOR, GRSE & FOR, GSL BASIS**, on Total Equipment price for 08 ships along with documentation, OBS, Tools, Commissioning Spares, Services Engineer & other components like loading for deviation in commercial terms if permitted.

B&D spares & *Re Preservation Charges* will not be considered for L-1 determination.

Taxes, duties and levies shall be excluded for ranking the bids.

Situation may arise that GSL & GRSE are required to share the % of order as per PPP-MSE & PPP-MII policy, in that case if the tendered items are non-divisible, GSL & GRSE reserve the right to place the full value of the order on a single bidder meeting the requirement of price match as per PPP-MSE & PPP-MII policy. It is mandatory for the MSE bidder to indicate the social position /category of ownership of the company.

10. LOADING FOR DEVIATIONS IN TENDER TERMS AND CONDITIONS. :-

As a matter of policy deviation to tender's Terms & Conditions shall not be allowed and GRSE reserve the right to disqualify the offer for the deviation. However, in extreme emergent cases, certain deviations to Terms and Conditions may be allowed with loading on price as per GRSE policy. The total loading on price due to deviations shall be intimated to the bidder.

The loading for deviations to tender terms shall be carried out as per following guidelines:

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

b) For the additional delivery period sought by the bidder over the stipulated date of delivery as per Tender, 0.50% per completed week will be loaded to the quoted price, provided the extended delivery period is acceptable to GRSE.

c) Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the quoted price. For example, the maximum ceiling towards liquidated damages stipulated in the Tender is 10% and the bidder seeks to limit it to, say 3.50% then the price quoted will be loaded by 1.5%. If the rate of LD per week is 0.50% per week or part thereof as per tender and the bidder seeks it as, say, 0.40% per week or part thereof, the maximum ceiling on LD as per tender will first be equated to weeks (10 weeks in this case) and the rate proposed by the bidder i.e. 0.40% will be multiplied by the so equated maximum period (which works out to 4%) and the quoted price will be loaded accordingly by 1%. Delivery being the essence of the contract, it is desirable if the bidder(s) adhere to the stipulated clause.

d) Equipment's are to be supplied with initial warranty/guarantee period of 48 months from the date of delivery. In case any bidder quotes warranty/guarantee period lesser than 48 months in that case warranty extension charge beyond initial warranty/guarantee period quoted by the bidder will be loaded **@0.25% on equipment & accessories quote per month** for deficit period for bringing the bidders at par. If bidder does not quote for additional warranty/guarantee period beyond 48 months from the date of delivery, loading factor **@0.25% on equipment & accessories quote** per month will be loaded for deficit period for bringing the bidders at par.

e) The above loading is only for bid ranking (L-1 determination).

11. BINDING DATA COST: Cost of binding data must be equally distributed among all eight shipsets

12. <u>VALIDITY PERIOD OF OFFER:</u>

(a)<u>Main Equipment, OBS, Tolls, document & technical assistance as indicated in the tender:</u> Bid / Offer shall have the validity period of 180 days from the tender opening date.

(b) <u>Validity Period of B&D Spares:</u> Validity of the B&D spares offer shall be 18 months from the date of opening of price bid or 12 Months from submission of final CPL/PIL in ILMS format, whichever is later. (The finalized ILMS format shall be intimated to vendor along with the P.O /LOA of Main equipment from the two shipyards. In case there is any change in the ILMS format from the original format submitted by vendor in the bid, and the same could not be confirmed at the time of PO/ LOA placement, then the validity of the B&D spares offer shall be limited to 18 months from the opening of price bid of main equipment).

13. <u>DELIVERY LOCATION:</u>

i) **GRSE Order (for 3 Ship sets) -**GRSE, Kolkata Store or anywhere in Main Land India
ii) **GRSE's Partner shipyard Order (for 2 Ship sets) -** At Partner shipyard Store or anywhere in Main Land India
iii) **GSL Order (for 2 Ship sets) -** GSL, GOA Store
iv) **GSL's Partner shipyard Order (for 1 Ship set) -** At Partner shipyard Store or anywhere in Main Land India

14. Goods and Services Tax (GST)

(a) GST is to be quoted separately extra as applicable under each of the heads in techno-commercial bid as well as in Price bid. **However, for shipbuilding items and services applicable GST rate is 5%.**

(b)TDS on GST shall be deducted as applicable as per the existing Laws and Acts.

(c)Goods and Services Tax (GST) registration no:

i. For GRSE GST number is 19AAACG9371K1Z4

ii. For GSL GST Number is 30AAACG7569F1ZR

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

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

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

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

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

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

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

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

15. CUSTOM DUTY FOR IMPORT CONTENT:

Not reimbursable and not payable. Custom duty must be included in the quoted price if applicable wherever vendor is not exempted.

16. END USE CERTIFICATE IF APPLICABLE.

Format to be provided by Bidder(s) immediately after placement of order.

17. MODE OF DISPATCH: Road/Rail/Air/Sea.

18. BID REJECTION CRITERIA:

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

(i) Bid received other than NIC portal.
(ii) Submission of more than one offer by a same Bidder(bidder).
(iii) Bidder is not complying with SOTR requirement.
(iv)
(v) IPs not submitted wherever applicable.
(vi) Quoted price must be on CIF door delivery basis for destination GRSE Store Kolkata / GSL Store, Goa and Partner Shipyard Store within territory of Indian main land.
(vii) Bid received other than Nominated bidders
(viii) Indicating price in any document other than price bid.

(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 to 6-7 days 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 1 week.
(ii) Incomplete / misleading / ambiguous bids in the considered opinion of TNC/CNC.
(iii) Bidder not complying with the Part I requirement (Pre-Qualification criteria) stipulated in Tender/SOTR.
(iv) Bidder not agreeing to supply spares (On Board spares, B&D spares) if applicable / post sale product support / post work completion support if required.
(v) Bid with technical requirements and or terms not acceptable to Buyers/Customers/External agency nominated as applicable.
(vi) Delivery schedule is essence of the tender. Non- compliance to the delivery schedule will be liable for bid rejection.
(vii) Validity period indicated by bidders is shorter than that specified in the tender enquiry.
(i) Non-compliance of Bid Security Deposit submission in the form of DD/ISB/BG validity till contract/PO finalization or Indemnity Bond in case of PSU where applicable is liable for rejection
(ii) Non-compliance of Contract Security submission in the form of ISB/BG valid till complete execution of the order where applicable will be liable for rejection.
(iii) 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 (PGIB in case of PSU).
(iv) Bidder not agreeing for Warranty period as specified in the tender.
(v) Bidder not accepted the payment terms as per tender.

(vi) Bid received without 'Certificate of conformity' duly filled in & signed, if applicable.
(vii) If the bidder had been declared as insolvent/bankrupt/prohibited in the recent past and or is under scanner of any statutory bodies, Bidder(bidder) to indicate their present status in that respect with adequate supporting documents. Non-submission of adequate document or if submitted document is not acceptable, the bidder shall be liable for rejection.
(viii) Quote received with Price Variation Clause.
(ix) Bid received without pre-qualification documents where required as per the tender. Bids not meeting the pre-qualification parameters stipulated in the tender enquiry.
(x) Delivery by High seas sales / Sales in transit.
(xi) Bidder does not quote for all line items where it is mandatory to quote as such.
(xii) Bidder not complying the indigenization policy.
(xiii) The Bid received without scanned image of IP along with the Part-I offer. However, in case the bidder has prepared IP but could not upload in the e-portal and submits original IP within seven GRSE working days from tender closing date, then such bids shall be accepted.
(xiv) Any deviation is sought which are not acceptable to GRSE/GSL/Partner shipyard.
(xv) Bidder has submitted more than one offer.
(xvi) Bidder has submitted offer other than their offer.
(xvii) Bidder nor responding to GRSE quarries, not attending TNC/CNC/PNC meeting within the stipulated date.
(xviii) Bidder requested for modification of bid post tender closing and the same is not acceptable to GRSE/GSL/Partner shipyard.
(xix) If the Bidder(bidder) is issued with "Risk Purchase Notice" by GRSE / GSL/Partner shipyard /Any PSU for any project within last 2 years from the date of tendering or before opening of this tender
(xx) If the Bidder(bidder) is under tender Holiday by any Defense PSU/ other PSU/GOI. Bid will be rejected on receipt of such information during processing or before finalization of tender. Bid submitted by Indian Bidder(bidder) other than INR.
(xxi) Indicating price in any document other than price bid.
(xxii) Submission of abnormally/freak low Bid: An abnormally/ freak Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price.
(xxiii) Submission of forged documents or false declarations made or indulging in corrupt practices or not following to the code of conduct.

19. Undertaking by Bidder:-

(a) Bidder will submit an undertaking that they are currently **not banned/ debarred /suspended** from doing business dealings with Government of India /any other government organisation and that there is no investigation going on by GoI against them. In case of ever having been banned/ debarred/ suspended from doing business dealings with MoD/ any other government organisation, in the past, the Bidder will furnish details of such ban/ debarment along with copy of government letter under which this ban/ debarment/ suspension was lifted/ revoked. The Bidder shall also declare that their sub-contractor(s)/ supplier(s)/ technology partner(s) are not Suspended or Debarred by Ministry of Defence/ any other government organisation. In case the sub-contractor(s)/supplier(s)/ technology partner(s) of the Bidder are

Suspended or Debarred by Ministry of Defence /any other government organisation, the Bidder shall indicate the same with justification for participation of such sub-contractor(s)/supplier(s)/ technology partner(s) in the procurement case.

(b). Subsequent to submission of bids if any sub-contractor(s)/ supplier(s)/ technology partner(s) of the Bidder is suspended or debarred by Ministry of Defence, the Bidder shall intimate the Ministry of Defence regarding Suspension or Debarment of its sub-contractor(s)/ supplier(s)/technology partner(s) within two weeks of such order being made public.

20. ELIGIBILITY CRITERIA FOR NEW / UNREGISTERED BIDDER(S):

(a) New / Unregistered Bidder(bidder)s to positively submit the following qualification criteria in Part –I bid, failing which their offer will not be consider further for tender evaluation.
(b) Submission of the constitution and status of the Bidder(bidder).
(c) Registration with GOI/PWD/PSU/and reputed organization, if any.
(d) Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).
(e) Submission of GST registration certificate, PAN /TIN together with copies of trade license.
(f) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.
(g) Name, address, telephone & Fax No. of the bankers and the contact person of the Bidder(bidder).
(h) Hierarchy of the Bidder(bidder) (at least 3-person name to be mentioned in Commercial bid).
(i) 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.
(j) OEM or authorized dealer are eligible to participate in the tender

21. MISCELLANEOUS INSTRUCTION TO BIDDER:

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

(v) Bidder shall submit the compliance matrix, STACs & GT&C Accepted/Deviation Format properly. If any field under Accepted/Deviation columns is left blank, then it shall be considered as accepted by the bidder.

(vi) If there are any clarifications, this may be obtained through the site, or during mail. Bidder should take into account the corrigendum published in 'E-Procurement site from time to time before submitting the online bids.

(vii) Bidder is requested to resolve all the tender related queries during pre-bid meeting or prior to tender closing date. GRSE/GSL reserves the right to accept, clarify or reject the quarries raised by the bidder.

22. Instruction for All Bidder(bidder)s:

(i) Your offer should be submitted within the scheduled date and time as mentioned in this tender.

(ii) Techno-Commercial Bid will be opened on the scheduled date and time through e portal.

(iii) Price Bid will be opened on later date, after scrutinizing the Techno-Commercial bid. Price bid of those Bidder(bidder)s will only be opened, whose offer will be found suitable after technical & commercial evaluation.

(iv) As a general rule price negotiation with L1 Bidder(bidder)(s) will not be entered into as for as possible, unless warranted by unreasonable price quoted in the opinion of GRSE/GSL.

(v) 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.

(vi) This tender is being issued without any financial commitment and GRSE/GSL reserves the right to change or vary the quantity of item, at any stage during execution the order. GRSE/GSL also reserves the right to withdraw this tender, if so necessary at any stage.

(vii) Supplier to submit the tender fees and EMD prior to tender closing due date (if not exempted).

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

i. Purchase Order No.
ii. Bidder(bidder) Code (As per PO)
iii. Bill No/ Invoice No.
iv. Name of the person/ employee to whom bill is addressed for processing

23. RECORDING OF DEVIATIONS/CONDITIONS:

GRSE/GSL 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, GSL & Partner Shipyard to consider the same at a later stage.

Contact details:

i	**Technical (GRSE)**	Mr. Monoj Kumar Saha, AGM(D), GRSE ltd, Cell no. 7604084616 Mr. Manish Choudhary, Sr. Manager(D)(E), GRSE ltd, Cell no.9635499375	E-mail: Saha.MonojKumar@grse.co.in, choudhary.manish@grse.co.in
	Technical (GSL)	Mr. Charles Alemao, M(TS) Mr. Datta Yekurage. DM(TS)	clarlesalemao@goashipyard.com
ii	**Commercial (GRSE)**	S K Naskar, AGM(NCM) GRSE ltd, Mr. Sandeep Kumar, SM(NCM), GRSE	E-mail: Naskar.SujitKumar@grse.co.in, Kumar.sandeep@grse.co.in
	Commercial (GSL)	Mrs. Asmita Priolkar, DGM(Purchase) Contact No. Mr. Sanam Dabholkar, SM(Purchase) Contact No.	asmitaprabhudessai@goashipyard.com sanamdabholkar@goashipyard.com
iii	**For portal issue**	GRSE Ph. No. 033 2489 3902	

ANNEXURE-II

COMMERCIAL TENDER TERMS & CONDITIONS

1. DESCRIPTION & SCOPE OF SUPPLY and WORK:

A. MAIN EQUIPMENT/ITEM/SYSTEM : Design, manufacture, supply, trial and commissioning of retractable/ non- retractable Gas Turbine and Gast Turbine Marine Support System Equipment (MSS) for NGC class of ships for NGC Project (03 ships will be built by GRSE , 02 ships will be built by GSL and 03 ships will be built by partner shipyard of GRSE & GSL) and as per SOTR No. GT23410001M REV 04.The prices shall remain fixed and firm till the contractual delivery and are on FOR GRSE, FOR GSL and FOR Partner shipyard as applicable, inclusive of Packing, Forwarding, Freight, Insurance charges for delivery up to the destination place.

B. ON BOARD SPARES (OBS) (if applicable):

i) Recommended OBS as per SOTR list for along with quantity for each ship sets to be proposed by the bidder in Part-I bid. The list of OBS shall be in ILMS (Integrated Logistics Management System) format, (INCAT databank compatible format) in soft copies shall be submitted/uploaded along with the part-I bid. This list should be in excel format with itemized cost breakup in percentage of the total quoted price of OBS per ship. Please note that the OBS prices are not to be indicated in Part-I bid.

ii) For ranking the bids, cost for OBS as finalized in TNC will be considered.

iii) OBS will be ordered by the respective Buyers along with the main equipment.

iv) The OBS shall be well packed in suitable box and stores on-board the ship without any defect or deficiencies. The Box containing OBS should have clear identification mark and a list of items shall be appended inside and outside of the box.

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

(i) B&D spares for 5 years exploitation period are to be estimated and same is to be supplied prior to the planned delivery date of the First of Class ship built by the respective Shipbuilders as per the terms of PO.

(ii) Separate B&D spares lists along with Comprehensive Part list (CPL)/Part Identification List (PIL) (one for 5 ships of GRSE and other for 3 ships of GSL) are to be recommended by the bidder in Part-I bid. These lists should be in excel format with itemized cost breakup in percentage of the total quoted price of B&D per set. It is mandatory for bidder to quote for B&D spares. Please note that the B&D spare prices are not to be indicated in part –I bid.

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

(iv) The list of B&D spares shall be in ILMS format (INCAT databank compatible format). Please note that prices are not to be mentioned in Part-I bid.

(v) After ranging & scaling by Navy, order for finalized/approved B&D spares would be placed separately by GRSE & GSL shipyard on behalf of Indian Navy.

(vi) The B&D spares ordered by GRSE & GSL shall be delivered to Material Organizations of IN in anywhere in Main Land India.

D.TECHNICAL ASSISTANCE (as applicable):

(i) Technical assistance is to be provided as per the scope mentioned in SOTR and MOM of TNC.

(ii) Price for technical assistance (dedicated independent team for each ship) to be quoted on Lump sum basis. The quoted price should be inclusive of To & Fro travelling expenses, lodging and boarding and local conveyance for each activity as per SOTR and MOM of TNC

(iii) Please note that it is the sole responsibility of the Bidder(bidder) to complete the trials as per SOTR within quoted prices.

(v) While deputing technical assistance for attending on board activity against GRSE/GSL/Partner shipyard call, checklist/prerequisites for that activity to be forwarded three working days in advance, to enable GRSE/GSL/Partner shipyard to keep the system ready for that activity. Timely availability of Service Engineers shall be ensured.

2. PRE-QUALIFICATION CRITERIA: Not applicable

3. TERM OF PRICES:

Goods & Service Engineer: Price is to be firm and fixed till execution of the order. No price escalation will be allowed at any stage during contract execution period. Bidder to ensure that they have quoted for all line items as per tender. Quoted price to be in INR only.

4. TERMS OF DELIVERY/INCOTERMS:

CIF door delivery basis for destination GRSE Store Kolkata, GSL Store, Goa and Partner Shipyard Store within territory of Indian main land and for eight shipsets taken together

5. DELIVERY PERIOD/COMPLETION SCHEDULE:

(i) **Main Item, OBS, Tools & Documents etc:**

Yard No.	At GRSE and GRSE's Partner shipyard	Yard No.	At GSL and GSL's partner shipyard
NGC-3063	In December 2029	NGC-1291	In December 2029
NGC-3064	In October 2030	NGC-1292	In October 2030
NGC-3065	In August 2031	NGC-1293	In August 2031
NGC-3066	In June 2032		
NGC-3067	In April 2033		

(ii) Technical Assistance: As and when required by the shipyards

Note: Batteries and any other consumables having shelf life (if applicable) to be delivered prior to STW and within 02 months from intimation by the buyer (GRSE/GSL/Partner shipyard)

(iii) Binding drawing and QAP for approval: if applicable to be submitted to GRSE/GSL/Partner shipyard as per SOTR.

(a) Delivery is essence of the tender, GRSE/GSL reserves the right to reject the offer incase delivery schedule is not accepted. Bidder/s required to provide their acceptance to the delivery dates/ delivery schedule as per tender. Binding data/ documents & QAP as per SOTR.

(b) **Part Delivery & part payment:** Applicable for this tender however complete set of items for each line item is to be supplied at one go.

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

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

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

6. PERFORMANCE BANK GUARANTEE/ INSURANCE SURETY BOND:

A. PERFORMANCE BANK GUARANTEE (FOR GRSE/GSL/ Partner Shipyard):

(a) PBG for 10% of total order value including taxes, duties shall be submitted along with the claim for balance payment of 10% to GRSE/GSL/Partner shipyard.

(b) PBG to be submitted to GRSE/Partner shipyard in respective Buyer's format.

(c) PBGs shall be kept valid till completion of respective warrantee period plus Three month. In case supply of items is delayed, PBG to be extended accordingly. GRSE/GSL/Partner shipyard also reserve the right to encash the PBGs for non-compliance of contractual obligation.

(d) GRSE/GSL /Partner shipyard shall release balance 10% payment against submission of PBG(s) or after expiry of respective warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE/GSL/Partner shipyard.

(e) The Performance Bank Guarantee in favour of GRSE/GSL/Partner shipyard shall be from Commercial / Scheduled Banks or Banks of International repute excluding Co-operative banks.

(f) GRSE's Bank Details:

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

(g) GSL's Bank Details:

BANK NAME	:	STATE BANK OFINDIA
BRANCH NAME	:	COMMERCIAL BRANCH, VASCO-DA-GAMA
ADDRESS	:	VIDHYA DHIRAJ BHAVAN, F L GOMES ROAD, VASCO-DA-GAMA, GOA - 403802
BRANCH CODE	:	4116
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO	:	41680541085
MICR CODE	:	403002047
IFSC CODE	:	SBIN0004116

Partner shipyard's Bank Details: Shall be provided post finalization of order.

B. INSURANCE SURETY BOND

a) Insurance surety bond as an alternate also acceptable in place of Bank Guarantee for securing performance, payment and other contractual obligations. Formats for each type is enclosed herewith.

b) Insurance surety bond (ISB) is to be drawn on non-judicial stamp paper in Rs 500 denomination subject to ratification by Legal Department.

c) Insurance surety bond will be applicable for projects under execution in India only and payment for risk covered shall be made in Indian Rupees.

d) Insurance surety bond must be issued by Indian Insurance Company (Insurer) as defined in section 2(7A) of the insurance act ,1938 and the insurer should also be registered under insurance Act,1938 to transact the business of general insurance.

e) Value, duration, claim period, extension, invocation, release etc. for Insurance surety bond (ISB) will hold good as applicable for BGs.

Note:

(a) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker.

(b) Insurance surety bond (ISB) is to be drawn on non-judicial stamp paper in Rs 500 denomination subject to ratification by Legal Department.
Bank guarantee / Insurance surety bond (ISB) must explicitly mention GRSE SAP PO no. else B.G./ISB will not be accepted. In case a single stamp paper of desire value is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee / Insurance surety bond should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee / Insurance surety bond under official seal. **Hard copy/Original B.G./ISB must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG/ISB in PDF is to be uploaded by vendor in OBPS portal.**
Address: Kind attn.: (name and designation of the P.O. issuing authority), Garden Reach and Ship Builders & Engineers Ltd, 61, Garden Reach Road, Kolkata – 700 024.

(c) Direct Submission of BGs/ISBs by the firm instead of bank/insurer may not be accepted.

7. **INSPECTION**: It shall be as per SOTR & Other general conditions related to inspection of material are as under:

7.1 Quality Inspection : As per SOTR

(a) For Main Equipment's & Accessories: DQA (WP)/ DQA (N) or any other Statutory Organization, nominated by Indian Navy/ Shipyard.

(b) For OBS, Tools & Commissioning Spares: - To be delivered with OEM certification, MTC/GC & Conformity Certificate issued by OEM stating that supplied Spares and Tools are compatible with equipment delivered for satisfactory onboard operation. These items are not required to be inspected by IN/DQA.

(c) Consumables & Documentation: MTC, GC & Inspection note is not applicable

7.2. Receipt Inspection:

I. For GRSE

(i) By Shipyard RIC team on the basis of MTC, GC, Inspection note for physical damages, quantity, traceability etc. of the items on receipt at Shipyard premises on the basis of appropriate shipyard's Inspection system requirements.

(ii) Any objection raised by Shipyard inspection team against Physical damages &quantity shall be satisfactorily corrected at supplier's expenses including replacement as may be required within shortest possible time within 30 days. Items damaged during transit shall also be rectified or replaced by the supplier within shortest possible time.

(iii) Supplier's rep. may be called for joint receipt inspection of the goods at Shipyard store.

Note:

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

II. For GSL :

(i) The items shall be supplied duly inspected and tested at firm's premises by Inspecting agency as mentioned in the technical advice (TA) & firm's Quality Assurance Department.

(ii) Receipt Inspection will be carried out at GSL by Owner's rep & GSL (QA) reps. Firm shall depute their rep. for joint inspection, immediately after receipt of the items at GSL within one week / as per GSL requirement. Rejection /Discrepancies / short supply if any, shall be liquidated in a time bound manner i.e. within 3 weeks from the date of intimation through receipt inspection report.

7.3 Rejection of the material:

Any portion of the equipment found defective/rejected, Supplier shall collect the same at his cost from the Shipyard within 30 days from the date of intimation to the supplier /acknowledgment of intimation by Supplier of such rejection. The Shipyard reserves the rights to dispose of the rejected item at the end of a total period of 90 days in any manner, to the

best advantage to the shipyard & recover storage charges & any consequential damages, from sale proceeds of such disposal.

8. EXCHANGE RATE VARIATION (ERV) :

(a) FE (Foreign Exchange) Elements: Indigenous bidders quoting for imported components should clearly state FE content, Currency, rate of exchange and date of base rate in their bids (under Part I). If the quoted prices include FE Elements, the same shall be clearly indicated separately in the Price Bid for each yard. No upward revision in FE content, once specified in the order based on bidder's quote will be entertained.

(b) FE Variation and Cutoff date:

i. An ERV clause is applicable where the delivery period is more than one year and there is FE content.

ii. Exchange rate variation shall be applicable on the date of Bill of lading/contractual delivery whichever is earlier. ERV shall be reimbursed subject to submission of proof and limited to FE content in bidder's offer/negotiated/ actual whichever is less.

iii. FE variation up to +/- 2.5% to be absorbed by either side. FE Variation only on the percentage beyond +/- 2.5% (i.e. upward or downward) at the time of actual import shall be reimbursed/recovered by buyer.

iv. No ERV shall be payable on the portion of contract price paid to the contractor as an interest free advance. ERV will be limited to the date of ~~such~~ procurement or up to a date three months before scheduled delivery whichever is earlier.

v. Following documents are required for claiming ERV.

- A bill of ERV claim enclosing worksheet. (enclosed worksheet to be certified by Internal Auditor of vendor or by a CA).
- Copies of import orders placed by Indian Vendor.
- Bill of Entry and Bill of Lading against such import orders.
- Form 15 CA as per income tax act in case of services.
- Invoice of the foreign supplier/Service provider.
- Debit Advise from Bank detailing foreign currency paid and conversion rate thereof.
- A Certificate from the practicing-chartered accountant.
- All copies of documents are to be countersigned/authenticated by vendor's authorized signatory.

vi. ERV will not be admissible to OEM/supplier for extended period of delivery if the extension is necessitated due to reasons solely attributable to the OEM or reasons are not attributable to buyer.

9. Documentations: A comprehensive Part Identification List (PIL) is to be provided for all equipment and system components within 06 months from placement of P.Os. A detailed component list and identification are also required to be provided to facilitate retrieval. Following details are to be furnished at the time of the delivery of the Equipment's / Items:-

(a) Equipment Make and Model with price.
(b) Itemised List of OBS and B&D spares with price.
(c) MRLS with budgetary cost in ILMS format which is to be provided by the Seller to the buyer on placement of purchase order of each equipment by the Seller on the OEMs.
(d) All as Built drawings and data. Data must include all BoM with specifications, construction drawings and major inspection records (for reference during refits).
(e) Equipment manuals (operational, technical and maintenance manual).
(f) CPL/ PIL (also in ILMS format).
(g) MRLS for five years.
(h) OEM/ Supplier details.
(i) Photographs of Equipment and its Assembly/ Sub-Assembly/ Spares.
(j) Preservation Techniques and Routines.
(k) Shelf Life of assembly/ sub-assembly/ Spares.
(l) Tests and Trial reports.
(m) IETM bundled.
(n) Repair and Maintenance documents.
(o) Certificates.
(p) System documentation.
(q) Vendor Registration – Exists / New entry
(r) Any other documents as agreed in TNC.

10. PAYMENT TERMS: No advance payment shall be made.

10.1.1 (A) For Equipment & Accessories :(FOR GRSE)

100% through ECS/NEFT within 30 days against online submission of GST e-invoice for through OBPS portal with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal and submission of 10% Performance Bank Guarantee (PBG) of order value or ISB as applicable in GRSE format having validity till expiry of the guarantee period

In case PBG/ISB for 10% of order value is not submitted and submission of proof of supply & acceptance of documentations, balance 10% will be release after expiry of guarantee/warranty period against submission of claim letter.

10.1.1 (B) For OBS, Tools & Documentation: (FOR GRSE)

a) 100% through ECS/NEFT within 30 days against online submission of GST e-invoice for through OBPS portal with Gate in entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal and submission of 10% Performance Bank Guarantee (PBG) of order value or ISB as applicable in GRSE format having validity till expiry of the guarantee period

In case PBG/ISB for 10% of order value is not submitted and submission of proof of supply & acceptance of documentations, balance 10% will be release after expiry of guarantee/warranty period against submission of claim letter.

10.1.1 (C) For Services (Installation, Commissioning, HTW, CST & Training): (FOR GRSE)

100% of order value will be paid through ECS/NEFT within 30 days against online submission of GST e-invoice through OBPS portal with work done /completion certificate for each milestone activity or training completion certificate duly certified by GRSE Production team and subject to compliance of labour laws and statutory dues where ever applicable.

Note:

i) All Vendors having turnover above Rs.5 Crore have to mandatorily submit E-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 acceptable.
iv) Gate in entry date will be treated as gate stamped date.
v) Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. Bank guarantee must explicitly mention GRSE SAP PO no. else B.G. will not be accepted. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard copy/Original B.G. must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. BG in PDF is to be uploaded by vendor in OBPS portal.
vi) ISB should be executed on the non-judicial stamp paper of Rs.500/- which should be obtained in the name of the executing Insurer. ISB must explicitly mention GRSE SAP PO no. else ISB. will not be accepted. In case a single stamp paper of Rs.500/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. ISB should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the ISB under official seal. Hard copy/Original ISB must be submitted by supplier's bank in banker's sealed envelope directly to dealing officer of Commercial dept/ordering dept. ISB in PDF is to be uploaded by vendor in OBPS portal.

Note: BG/ISB IS REQUIRED TO BE SUBMITTED DIRECTLY FROM BANKER / Insurer IN SEALED ENVELOPE DULY SUPERCRIBING BG/ISB no and PO no. at the top of envelope

10.1.2(A) For Equipment & Accessories:(FOR GSL)

a) 75% of invoice value shall be paid within 30 days against submission of GST e-invoice and on delivery, receipt and acceptance of the equipment & accessories at GSL (i.e. ICGRN) with submission of 10% Performance Bank Guarantee (PBG) of entire order value or Insurance Surety Bond (ISB) as applicable in GSL format having validity till expiry of guarantee period.
In case PBG/ISB for 10% of order value is not submitted and submission of proof of supply & acceptance of documentations, balance 10% will be release after expiry of guarantee/warranty period against submission of claim letter.

(b) 20% of invoice value with GST shall be paid after installation, commissioning & proving of system (as per SOTR) against submission of work done /completion certificate for the respective services.

(c) 5% of invoice value with GST shall be paid after receipt & acceptance of documentation (as per SOTR) against submission of claim with copy of ICGRN.

GSL payment will be made on submission of following documents

i	Signed Tax Invoice/E-invoice.	1 Original +3 Copies
ii	E-way bill (Part A & Part B)	1 Original +3 Copies
iii	PBG/ISB as applicable	Original

10.1.2(B) For OBS, Tools & Documentation :(FOR GSL)

100% of invoice value shall be paid within 30 days against submission of GST e-invoice and on delivery, receipt and acceptance of OBS, Tools & Documentation at GSL (i.e. ICGRN) with submission of 10% Performance Bank Guarantee (PBG) of entire order value or Insurance Surety Bond (ISB) as applicable having validity till expiry of guarantee period.
In case PBG/ISB for 10% of order value is not submitted and submission of proof of supply & acceptance of documentations, balance 10% will be release after expiry of guarantee/warranty period against submission of claim letter.

10.1.2(C) For Services (Installation, Commissioning, HTW, CST & Training): (FOR GSL)

100% of invoice value will be paid through ECS/NEFT within 30 days against submission of GST e-invoice with work done /completion certificate for each milestone activity or training completion certificate duly certified by GSL Production team and subject to compliance of labour laws and statutory dues where ever applicable.

PAYMENT MODE:

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

B. FOR GSL: -All bills/invoices are to be addressed to HOD (Commercial), Goa Shipyard Ltd. Vasco-da-Gama, Goa.

11. WARRANTY/GUARANTEE:

a) The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of **12 months from the date of delivery of the respective ship or 48 months from the date of DELIVERY of equipment whichever is earlier**. Wherever supply of material is made in more than one lot, guarantee/warranty shall commence from the date of supply of last lot of EQUIPMENT. 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 defective drawing or faulty workmanship, the contractor will be full responsible for rectification / replacement of such defective items / materials within 07 days (in case of Indigenous) and 21 days (in case of Import) thereof including all direct / indirect expenses if any.

b) The supplier obligation related to the contract and/ or the defect liability (for any kind defect for which supplier is responsible under the contract) claims become time-barred at the end of the Warranty Period. It is clarified that the Supplier shall be liable for defects (if any) only until the expiry of the Warranty period in Article 11(a) / Extended Warranty, if any. The warranties and therefore liabilities for Defects under this Article 11 are exclusive warranties and remedies and in lieu of any other warranties and remedies, whether expressed, implied or of statutory character.

c) If the defects intimated during the Guarantee Warranty 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 reasonable 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. For clarity Supplier will not take over any liability or warranty for such remedy / repair work made by Purchaser itself or by third Parties.

12. GUARANTEE/WARRANTY PERIOD EXTENSION CHARGES.

(a) Beyond inbuilt warranty/ guarantee indicated above, Bidder to quote warranty / guarantee extension charges in percentage on per PRORATA basis for a period 02 years of total basic price of Main equipment. If GRSE/GSL/Partner Shipyard desires to extend the warranty / guarantee period after placement of order, the charges for warrantee / guarantee period extension quoted by the bidder shall be considered on pro-rata basis for the actual extension period.

(b) In case a bidder does not quote warranty/ guarantee extension charges in their Part-II Price Bid, the said charges will be considered as 0%. In such case bidder has to extend warranty / guarantee if required at no extra cost up to 2 years beyond contractual agreed period.

13. LIQUIDATED DAMAGES (LD):

In cases of delay, beyond the agreed schedule, LD, a sum representing 0.5% (Half percent) per week or part thereof, subject to maximum of 10% of the undelivered/unfinished portion of the order/contract if the quantity is separable.

14. PENALTY:

Penalty @ 0.25% per week delay or part there of subject to maximum of 1% of total order value will also be recovered in case of delay in submission of Binding data, Drawings, QAP & CPIL/PIL in ILMS format to the concern authority for approval, beyond date as agreed in TNC.

Note: All the LDs will be deducted from GST invoice as per extent rule that time.

15. OPTION CLAUSE:

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

16. CANCELLATION OF ORDER:

Normally no cancellation of contract will be unilaterally affected when the delivery date has not matured without the consent of the vendor unless breach of contract is envisaged/established. Where cancellation followed by Risk Purchase is envisaged, the same may be mentioned in the Cancellation notice also. During the pendency of delivery period specified in the contract, if the stage progress of manufacturing / work is found to be unsatisfactory and or not commensurate with the contractual delivery schedule, purchaser shall have the right to cancel the order / contract before maturity of delivery period, under intimation to the defaulting vendor. Cancellation can be only affected after giving the vendor an appropriate formal notice of reasonable time to perform the contract.

17. Risk Purchase:

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

18. Non- Disclosure Agreement of the contract Document:

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

19. Additional Information:

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

20. INDIGENIZATION:

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

21. PROGRESS REPORT:

Supplier will submit progress report/ bar chart initially within 1 months from the date of receipt of order and thereafter on monthly basis as per format **Annexure XVI.**

22. PACKING & FORWARDING :

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

CASE MARKING: Name of the Buyer with details address
CASE NO. .....
ORDER NO. .....
NET WEIGHT .....
GROSS WEIGHT.....
OUTSIDE DIMENSIONS.....
MADE IN .....

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

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

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

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

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

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

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

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

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

Note :-

Materials to be delivered along with following documents :-

(a) Ink signed invoice indicating Buyer's P.O. No. , item Sl. Buyer material code , Item details etc. – 04 sets

(b) Delivery challan and Packing list indicating Buyer P.O. No. , item Sl., Item details , Buyer materials material code , qty etc.

(c) MTC/COC / I-Note , warranty Certificates etc as per SOTR as applicable.

(d) Preservation certificate and storage instructing

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

23. <u>ARBITRATION in case of GRSE/ partner shipyard :</u>

a) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

b) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

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

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

e) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Kolkata for GRSE / destination place for partner shipyard for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

f) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Kolkata for GRSE and destination place for partner shipyard under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration and Conciliation Act.

g) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of GRSE/GRSE's partner shipyard.

h) The language of the proceeding shall be in English."

ARBITRATION: in case of GSL/Partner Shipyard:

I. ARBITRATION CLAUSE FOR INDIAN VENDORS WHEN INTEGRITY PACT IS APPLICABLE:
In the event any dispute or differences between GSL and the supplier/contractor, and where both parties are agreeable, the parties will try to settle the dispute or differences through mediation before the panel of Independent External Monitors (IEMs) in a time bound manner. The parties may adopt such mediations rules as they deem fit. The mediation meetings for resolution of the dispute shall be restricted to five. The fees/expenses on dispute resolution shall be equally shared by both the parties.

A. Where both parties are agreeable to dispute resolution by mediation, the arbitration clause will be as under:

i. In case of any question, differences or dispute arising under the Agreement resulting from this tender or in connection therewith, (including a dispute relating to the validity or existence of the Agreement), the parties herein agree to resolve the dispute through mediation by the panel of Independent External Monitors (IEMs) by adopting such mediation rules as deemed fit by the parties. The parties will strive to resolve the dispute in no more than five mediation hearings.

ii. In the event, dispute remains unresolved through mediation, the dispute shall be referred to Arbitration. Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole Arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of Arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

iii. Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator.

iv. The seat and venue of the Arbitration proceedings shall be Vasco-da-Gama, Goa or such other place, as the Arbitrator may decide.

B. In the event parties are not agreeable to dispute resolution by mediation, the Arbitration clause will be as below:

i. In the event of any question, dispute or differences arising under the Agreement (including a dispute relating to the validity or existence of this Agreement), the parties agree to resolve the same amicably by mutual discussions within a period of 90 (Ninety) days of service of a written notice from either party to the other party, referring / raising the dispute, to resolve the dispute in good faith.

ii. If the Parties fail to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The Arbitration shall be governed by the laws of India and the language of Arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

iii. Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto shall be determined at the discretion of the arbitrator.

iv. The seat and venue of the Arbitration proceedings shall be Vasco-da-Gama, Goa or such other place, as the Arbitrator may decide.

II. ARBITRATION CLAUSE APPLICABLE FOR INDIAN VENDORS WHEN INTEGRITY PACT IS NOT APPLICABLE:

In the event of any question, dispute or differences arising under the agreement resulting from this tender or in connection therewith (including a dispute relating to the validity or existence of this Agreement), the parties agree to settle the same amicably by mutual discussions within a period of 90 (Ninety) days of service of a written notice from either party to the other Parties, referring / raising the dispute, to resolve the dispute in good faith.

i. If the Parties failed to resolve the dispute within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole Arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The Arbitration shall be governed by the laws of India and the language of Arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

ii. Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto shall be determined at the discretion of the Arbitrator.

iii. The seat and venue of the Arbitration proceedings shall be Vasco-da-Gama, Goa or such other place, as the arbitrator may decide.

III. Disputes involving claim amount exceeding Rs 25 Cr for supplies and services raised by supplier/contractor and Rs. 5 Cr for Civil/Modernization Works shall be adjudicated by court of law having jurisdiction in the state of Goa and aforesaid Arbitration provisions shall not be applicable.

IV. DISPUTE RESOLUTION (In case of CPSEs, Port Trusts, Govt dept/Organizations) :

i. Any dispute or difference whatsoever arising between the parties out of or relating to the validity, construction, scope, implementation, operation or the validity or the breach thereof ("Dispute"), the parties agree to endeavour to settle the same amicably by mutual discussions within a period of 90 (ninety) days of service of a written notice from either Party to the other Party, referring / raising the Dispute, in an effort to resolve the Dispute in good faith.

ii. In the event of any disputes or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises(CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments),such disputes or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22/05/2018.

24. <u>DISPUTE RESOLUTION MECHANISM (DRM)</u>:-

(a) Any dispute/differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations.

(b) In case of non-settlement by (a) above, if at any time, before, during or after the contract period any unsettled claim, dispute or difference arose between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/order/contract, the same shall be referred to the concerned Functional Director.

(c) The Functional Director shall then nominate an Executive of the rank of General Manager whom he thinks fit and competent or a Committee of Executives who/which shall then scrutinize the claims/disputes that have been referred to the concerned functional Director and make efforts for amicable settlements by mutual discussions/negotiations.

(d) In case no amicable settlement is arrived by (b) above within a period of three months, then the Supplier/Contractor shall approach Public Grievance Cell and address the disputes as per the provisions made under the relevant clause of the contract.

(e) In case the issues/disputes do not get settled within a period of six months from the date of submission of the dispute to the Grievance Cell, then the Supplier/Contractor may invoke Arbitration Clause of the contract.

25. <u>REJECTION REPLACEMENT:</u>

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

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

26. INDIVIDUALITY OF CONTRACT:

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

27. GOVERNING JURISDICTION:

a) **For GRSE:** 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.

b) **For GSL:** The PURCHASE ORDER / CONTRACT shall be governed under the Indian Laws and the Courts in Goa shall have the exclusive jurisdiction for enforcement of Award.

c) For GRSE's partner shipyard : At the city where they are situated.

28. ORDER ACKNOWLEDE-PROTALENT:

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

29. BOOK EXAMINATION CLAUSE:

In case it is found to the satisfaction of the BUYER that the Bidder(bidder) has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency commission and penalty for use of undue influence, the Bidder(bidder), on a specific request of the buyer shall provide necessary information/Break-up data/ inspection of the relevant financial documents/information.

30. Preservation, de-preservation and re-preservation:

(a) Equipment along with accessories shall be supplied duly preserved for minimum 24 months from date of delivery of the equipment. The OEM is to provide Preservation policy of the equipment along with long term and short-term preservation /de-preservation/ re preservation procedure to IN during induction of equipment. Closing plates/ caps are to be provided on all opening. Subsequent preservation at Shipyard in store as well as on board shall be carried out by the OEM, if considered essential. All materials, consumables & services required for re preservation are to be supplied/ arranged by OEM. Scope of re-preservation is to be submitted along with the offer. Procedure for re-preservation & de-preservation along with details of preservative oil is to be submitted to Shipyard along with binding data. All consumables/ spares along with service required for de-preservation are to be included in firm's scope of supply and to be brought by service engineer during time of de-preservation.

(b) Beyond scope as per SOTR for Preservation & De-preservation indicated above, Bidder to quote charges on lumpsum basis for each de-preservation/ re-preservation considering all materials, consumables & services required for re preservation are to be supplied/ arranged by OEM. If GRSE/GSL/Partner Shipyard desires additional Preservation & De-preservation after placement of order, the charges for Preservation & De-preservation quoted by the bidder shall be considered placement of additional PO.

(c) In case a bidder does not quote for additional Preservation & De-preservation in their Part-II Price Bid, the said charges will be considered as ZERO. In such case bidder has to carry out Preservation & De-preservation if required at no extra.

31. Product Support and Obsolesce management:

The Products being supplied should be supportable for at least 25 years for mechanical components and 10 years for control components. Product support to include supply of spares/ materials, offering of alternative solutions in the event of obsolescence of components/ technologies, including those bought out or subcontracted. Modifications and repairs, continuous supply of amended documentations and drawings. Information on technology obsolescence with respect to various sub-assemblies/ units/ modules of the equipment complex is to be intimated by the firm through annual bulletin. Three years prior to completion of design/ service life, the proposal for upgradation of equipment to mitigate obsolescence should be submitted to ensure support of the equipment for the next 25 years.

32. INTEGRITY PACT (IP):

Integrity Pact: The Integrity pact essentially envisages the agreement between prospective Bidder(bidder)s / bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those Bidder(bidder)s/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. Therefore, non-acceptance and no submission of IP by the Bidder(bidder)s/bidders shall be categorically rejected and no further communication in this regard will be entertained by GRSE/GSL. The format of integrity Pact of both the Buyer (GRSE &GSL) are enclosed with tender documents. 02 separate 'Integrity pact' for each Buyer dully filled as per enclosed formats to be submitted along with the offer.

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.

FOR GRSE:-

Shri Lov Verma, IAS (Retd.), Email: lov_56@yahoo.com

Shri Debashis Bandyopadhyay, Ex-Director (HR), BHEL, Email : debashis9999@gmail.com

FOR GSL :-

Shri Vinodanand Jha, Plot No 4, IRS Group Housing Cooperative Society,
Anhay Khand2,Indirapuram,Ghaziabad–201010

Shri T. Jacob, 159,HIG Block, 2nd Main Road, Nolambur,
Chennai-600037

For any changes , web sites of respective shipyards to be visited

33. Non-Disclosure:-

a) The Bidding documents, including this tender and all attached documents provided by the GRSE, are and shall remain or become the property of the GRSE/ GSL/ Partner shipyard. These are transmitted to bidder solely for the purpose of preparation and the submission of a proposal in accordance herewith. Bidder is to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their proposal. The provisions of this Para shall also apply mutatis mutandis to Bids and all other documents submitted by bidder, and the GRSE will not return to bidder any proposal, document or any information provided along therewith (except unopened Commercial Bid as relevant).

b) Information relating to the examination, clarification, evaluation and recommendation for bidder shall not be disclosed to any person who is not officially concerned with the process, or concerning the Bidding Process. GRSE will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. GRSE may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or GRSE or as may be required by law or in connection with any legal process. A Non Disclosure Agreement to be executed by the bidder.

34. Confidentiality of Information.

No party shall disclose any information to any 'Third Party' concerning the matters under this tender generally. In particular, any information identified as 'Proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party. This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

35. Government Regulations:

It may be confirmed that there are no Government restrictions or limitations in the country of the Bidder or countries from which subcomponents are being procured and/or for the export of any part of the deliverables being supplied. It may be further confirmed that all national and international obligations relevant to transfer of conventional arms of the country of the supplier or countries from which parts and components are being procured, have been considered for the duration of the contract. Accordingly, thereafter there would be no review, revocation or suppression of Defence export license and other related clearance issues to the supplier for the contract that could impinge on the continuity of supply of items and their parts or components under the contract.

36. Fall Clause.

If the equipment being offered by the Bidder has been supplied/ contracted with any organisation, public/ private in India, the details of the same may be furnished in the technical as well as commercial offers. The Bidders are required to give a written undertaking that they have not supplied/ is not supplying the similar systems or subsystems at a price lower than that offered in the present bid to any other Ministry/ Department of the Government of India and if the similar system has been supplied at a lower price, then the details regarding the cost, time of supply and quantities be included as part of the commercial offer. In case of non-disclosure, if it is found at any stage that the similar system or subsystem was supplied by the Bidder to any other Ministry/ Department of the Government of India at a lower price, then that very price, will be applicable to the present case and with due allowance for elapsed time, the difference in the cost would be refunded to the Buyer, if the contract has already been concluded.

37. Denial Clause: -

In case the delay in delivery is attributable to the Seller or a non-force majeure event, the Buyer may protect himself against extra expenditure during the extended period by stipulating a denial clause (over and above levy of LD) in the letter informing the Seller of extension of the delivery period. In the denial clause, any increase in statutory duties and/or upward rise in and/or any adverse fluctuation in foreign exchange are to be borne by the Seller during the extended delivery period, while the Buyer reserves his right to get any benefit of downward revisions in statutory duties, and foreign exchange rate.

38. FORCE MAJEURE(Already Part of STAC)

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

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Annexure-III(a) – FOR GRSE

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. F.No.0(7)/B.O.III/75 dated 2.11.77.

GUARANTEE BOND

(to be used by all scheduled banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024(hereinafter called "The Buyer") having agreed to exempt M/s..... (hereinafter called "The Party") from the demand,under the terms and conditions contained in the Tender/ Purchase order no.....dated ..... (hereinafter called "the said Tender/ Order") of security deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender,on production of a Bank Guarantee for Rs..... (Rupees..... .....only), we ..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to the Buyer an amount not exceeding Rs..... against any loss or damage caused to or suffered by the Buyer by reasn of breach by the said Party of any of the terms or conditions contained in the said Tender.

2. We.....Bank do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss or damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms or conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee.

3. We.....Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender. Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Chairman & Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms & conditions of the said Tender have been fully

and properly carried out by the said Party and accordingly discharges the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the…… we shall be discharged from all liability under this Guarantee thereafter.

4. We……Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any for bearance, act or omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

6. Not withstanding 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 b released and discharged from all liabilities thereof.

For ……Bank Limited.

(seal)

Dated the ……..day of ……200…..

Annexure-III(b) – FOR GSL

BANK GUARANTEE FOR PERFORMANCE / SECURITY DEPOSIT

THIS DEED OF GUARANTEE is made on the _____ by _____ (hereinafter called the 'Bank' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Goa Shipyard Ltd., Vasco-da- Gama, Goa (hereinafter called the 'Purchaser' which term shall include its heirs, successors administrators and assigns) of the OTHER PART.

AND WHEREAS M/s. _____ (hereinafter called the 'Contractor' which term shall include its heirs, successors, administrators and assigns) have entered into a contract No. _____Dtd _____ (hereinafter referred to as the said 'Contract' with the Purchaser for _____ on the terms and conditions provided in the said contract.

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for _____% of the of the contract price (whether inclusive or exclusive of GST as provided in the said contract), towards performance of the contract (excluding warranty obligations) as stipulated in the contract. This guarantee shall be valid till the completion of the contract (excluding warranty obligations) as per the said contract plus _____ months claim period i.e. till --------.

AND WHEREAS, the Bank has at the request of the contractor agreed to give this Guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above premises, we, the Bank, do hereby undertake to pay on demand in writing and without any demur the sum of Rs._____(Rupees_____) to the Purchaser provided that the contractor has committed a breach of any of the terms of the said contract.

2. We, the Bank, further agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms and conditions of the said contract and that the decision of the Purchaser shall be final and binding on the Bank.

3. The Purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of such modifications to the Bank is hereby waived by the Bank.

4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force on the date of its issuance and shall remain in full force and effect till the contract (excluding warranty obligations) has been fulfilled or till the purchaser certifies in writing that the contract (excluding warranty obligations) has been truly and faithfully performed.

5. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, the Bank, further agree that the liability and obligations of the Bank arising under or by virtue of this guarantee shall not be discharged by any variation of this guarantee or of the terms and conditions of the said contract or by any grant of time given or any indulgence shown by the Purchaser to the Contractor.

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the Contractor.

8. NOTWITHSTANDING anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees_____).

9. This Guarantee shall be valid up to _____ (*insert delivery date mentioned in the said contract)* i.e. Validity Period, unless a suit or action to enforce a claim under the guarantee is filed against us within _____ months (*refer claim period*) from expiry of the Validity Period i.e. on or before _____ (*insert expiry date of claim period)* and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

10. The Courts situated in the state of Goa, India shall have exclusive jurisdiction to adjudicate claims or disputes arising under this Guarantee.

11. It is hereby declared that the undersigned has authority to issue this Bank Guarantee on behalf of the Bank.

IN WITNESS WHEREOF the _____ for and on behalf of the Bank has signed this deed on the day and year first above written.

Dated the _____ day _____ of _____20….

For

BRANCH MANAGER

Annexure-IV(a)-For GRSE

FORMAT NO. QS/03/0019

PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

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

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

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

Provided it is hereby expressly stipulated and agreed that if any question as to whether any sum has become payable by the Bidder(bidder) to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the Bidder(bidder) of any change in the constitution or composition of the Bidder(bidder)'s business and the liability of the bank under this presents shall not be impaired in any way by any extension of time or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Bidder(bidder)s and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed

or performed by the Bidder(bidder)s or by any other dealings between the Buyer and Bidder(bidder) whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only . All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this Indenture shall remain in full froce from the date of issue of the Guarantee till…… and is limited to a sum of Rs. ……(Rupees……..)only.

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

Date : ……200 Signature of
Bank's Authorised

Signatories with Code No.,

Name,

Designation and Bank Stamp

Note: In respect of Security Deposit Bank Guarantee and Performance Bank Guarantee for Goa Shipyard Limited.

A (Para 1): Name of Organization will be Goa Buyer Shipyard Ltd., Vasco-da- Gama, Goa

Annexure-IV(b)-For GSL

G25/AW/114615-20/1267- 68 dated 06.06.2023

BANK GUARANTEE FORMAT FOR WARRANTY OBLIGATIONS

THIS DEED OF GUARANTEE MADE is made on the _____ by (hereinafter called the 'Bank' which expression shall include its heirs, successors, administrators and assigns) of the ONE PART in favour of Goa Shipyard Ltd., Vasco-da- Gama, Goa (hereinafter called the 'Purchaser' which term shall include its heirs, successors administrators and assigns) of the OTHER PART.

AND WHEREAS M/s. _____ (hereinafter called the 'Contractor' which term shall include its heirs, successors, administrators and assigns) has entered into acontract No. _____ Dtd _____ (hereinafter referred to as the said 'Contract') with the Purchaser for the supply of _____ on the terms and conditions provided in the said contract.

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for _____% of the contract price (whether inclusive or exclusive of GST as provided in the said contract) towards performance of warranty obligations as stipulated in the said contract. This guarantee shall be valid till expiry of the warranty period plus three months claim period i.e. till --------.

AND WHEREAS, the Bank has at the request of the contractor agreed to give this Guarantee.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above premises, we, the Bank, do hereby undertake to pay on demand in writing and without any demur the sum of Rs._____(Rupees_____) to the Purchaser, provided that the contractor has committed a breach of any of the terms of the said contract during the warranty period.

2. We, the Bank, further agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms and conditions of the said contract and that the decision of the Purchaser shall be final and binding on the Bank.

3. The Purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of such modifications to the Bank is hereby waived by the Bank.

4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force upon its issuance and shall remain in full force and effect till the warranty obligations under the contract have been properly fulfilled or till the purchaser certifies in writing that warranty obligations under the said contract have been truly and faithfully performed.

5. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

6. We, the Bank, further agree that the liability and obligations of the Bank arising under or by virtue of this guarantee shall not be discharged by any variation of this guarantee or of the terms and conditions of the said contract or by any grant of time given or any indulgence shown by the Purchaser to the Contractor.

7. This guarantee shall be continuing guarantee and shall not be discharged by any change in the constitution of the Bank or in the constitution of the CONTRACTOR.

8. NOTWITHSTANDING anything contained hereinabove, our liability under this Guarantee is restricted to Rs. _____ (Rupees_____).

9. This Guarantee shall be valid up to _____(*insert expiry date of warranty period)* unless a suit or action to enforce a claim under the guarantee is filed against us within three months from expiry of the warranty period _____i.e., on or before _____ (*insert expiry date of three months claim period)* and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

10. The Courts situated in the state of Goa shall have exclusive jurisdiction to adjudicate claims or disputes arising under this Guarantee.

11. It is hereby declared that the undersigned has authority to issue this Bank Guarantee on behalf of the Bank in terms of --------(*insert details of authority letter/resolution etc*). *A certified copy of such authority letter/resolution to be enclosed herewith*)..

IN WITNESS WHEREOF the _____ for and on behalf of the Bank has signed this deed on the day and year first above written.

Dated the _____ day _____ of _____20….

For

BRANCH MANAGER

ANNEXURE—V(a) – for GRSE

PROFORMA OF UNCONDITIONALAND IRREVOCABLE INSURANCE SURETY BOND FOR BIDBOND/EMD

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

Ref. No.....

insurance Surety Bond No. .....

Dated: .....

1. IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERES LIMITED, a Government company within the meaning of the Companies Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 (hereinafter referred to as the " the Company ",which expression shall , unless it be repugnant or Contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having agreed to accept the Earnest Money Deposit: (EMD) of Rs----------(Rupees----------only) in the form of an unconditional and irrevocable Insurance Surety Bond (ISB) from Messers..... a partnership firm/sole proprietor ship concern/ a company registered under the Companies Act 2013 having its office at .....(hereinafter called " the tenderer" which expression shall ,unless it be repugnant or contrary to the subject or context thereof be deemed to mean and include its successors and assigns) for participating in the Tender no .....dated.....,..... (hereinafter called "the tender" which expression shall include any amendments/alterations to "the tender" issued by "the Company") for the supply, delivery at site, installation and commissioning of certain equipment, item/services/civil works etc., We,..... Surety Insurer having office at (hereinafter referred to as "the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Company without any demur on first demand an amount rot exceeding Rs.....,.... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by the Company by reason of non-performance and non-fulfilment or for any breach on the part of the tenderer of any of the terms and conditions of the said tender.

2. We, ... the Surety further agree that the Company shall be sole judge whether the said tenderer has failed to perform or fulfil the said tender in terms thereof or committed breach of an1' terms and conditions of the tender the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Company on account thereof and we waive in the favour of the Company all the rights and defences to which we as sureties may be entitled to.

3. We, ... the Surety further agree that the amount demanded by the Company as such shall be final and binding on the Surety as to the Surety's liability to pay and the amount demanded and the Surety undertake to pay the Company the amount so demanded on first demand and without any demur and within 02 days from receipt of demand, notwithstanding any dispute -raised by the tenderer or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto', our liability under this Bond being absolute and unconditional.

4. We, ... the Surety further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender /or to extend time of performance by the tenderer from time to rime or to postpone for any time to time any of the powers exercisable by the company against the renderer and to forbear to enforce any of the terms and conditions relating to the tender and we shall not be relieved from our liability by reason of any such variation or extension being granted to the tenderer or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the tenderer or by any such matter or things whatsoever which under the Law relating to sureties would have the effect of relieving us.

5. We..... the Surety further undertake not to revoke this Bond. during its currency except with the previous consent of the Company in writing.

6. We, ... Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the tenderer or dissolution or winding up of the business of the tenderer.

7. Notwithstanding anything contained herein above:
   (i) Our liability under this Bond shall not exceed Rs.....
   (ii) This Surety Bond shall be valid upto and including .....; and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety only and only if you serve upon us a written claim or demand on or before ..... (validity +..... weeks from the date of expiry of this Bond).
8. This Bond shall be governed by Indian Laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Surety has executed this document on this.....
day of .....
For .....
(Signature of a person authorized to sign on behalf of "the Surety")

ANNEXURE –V(b) for GRSE

PROFORMA OF UNCONDTAIONALAND IRREVOCABLE INSURANCE SURETY

BOND TOR PERORMANCE SECURITY

(ILLUSTRATTVE FORMAT)

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

1. IN CONSIDERATION OF GARDEN REACH SHIPBUILDERS AND ENGINEERES LIMITED, a Government company within the meaning of the Company Act 2013 and having its registered office at "GRSE BHAVAN", 61, Garden Reach Road, Kolkata-700024 ……. (hereinafter referred to as the " the Purchaser " which expression shall , unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order or Messers ……..a partnership firm/sole proprietor ship concern a company registered under the Companies Act,2013 which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated.. ..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Purchaser") for the supply , delivery at site, installation and commissioning of certain equipment, item/services/civil works etc. as stated in the said Order and the purchaser having agreed with the Contractor/Supplier !o accept an unconditional and irrevocable Insurance Surety Bond in lieu of Performance Security payable under the said order for the fulfillment and performance of the said order, We, ……..Surety Insurer having office at ..... (hereinafter referred to as 'the Surety" which expression shall includes its successors and assigns) hereby agree to pay to the Purchaser without any demur on First demand an amount not exceeding Rs-..... (Rupees.....only) being 5% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfillment or for any breach on the part of the Contractor / Supplier of any of the terms and conditions of the said order.

2. We, ……... the Surety further agree that the Purchaser shall be sole judge

whether the said Contractor / Supplier has failed to perform or fulfil the said order in terms thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defences to which we as surety may be entitled to.

3. We, ……... the Surety further agree that the amount demanded by the Purchaser as such shall be final and binding on the Surety as lo the Surety's liability to pay and the amount demanded and the Surety undertake to a the Purchaser the amount so demanded on first demand and without any demur and within ……..days from receipt of demand, notwithstanding any dispute raised by the Contractor/Supplier or any suit or other legal proceedings including ;arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this Bond being absolute and unconditional.

4. We,…… the Surety further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of

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

5. We, ... the Surety further undertake not to revoke this Bond during its currency except with the previous consent of the Purchaser in writing.

6. We, ... the Surety also agree that the Surety's liability under this Bond shall not be affected by any change in the constitution of the Contractor / Supplier or dissolution or winding up of the business of the contractor/ supplier.

7. Notwithstanding anything contained herein above:
   (i) Our liability under this Bond shall not exceed Rs.....
   (ii) This Surety Bond shall be valid upto and including.....; and
   (iii) We are liable to pay the Bond amount or any part thereof under this Surety Bond only and only if you serve upon us a written claim or demand on or before ..... (validity + 4 weeks from the date of expiry of this Bond).
8. This Bond shall be governed by Indian laws and the Courts at Kolkata, India shall have the exclusive jurisdiction.

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

For..... Surety

(by its constituted attorney)

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

Annexure-VI

TO BE SUBMITTED IN BIDDER'S LETTER HEAD

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

Ref: GRSE Tender No.

To

Garden Reach Shipbuilders & Engineers Ltd.

61, Garden Reach Road

Kolkata-700024

We hereby confirm and 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 during last 5 (five) years ending at ….. Tender closing date.

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

For: ……

Authorised Signatory……..

Stamp…….

Date…….

Place……..

Annexure-VII

Public Procurement (Preference to Make in India)

This policy is applicable for this tender.

Public Procurement (Preference to Make in India) (PPP-MII) and subsequent amendments/ guidelines / press publications/ circulars to the order, as issued by Ministry, shall be applicable as on 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.

The details about the policy is described as under:

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.

Explanatory notes for calculation of local content given above

a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
b. The licence fees/royalties paid/technical charges paid out of India shall be excluded from local content calculation.
c. Procurement /Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new good come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would no ordinarily amount to manufacture of new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/firm for imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

'*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 "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

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

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

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

2A. <u>Special treatment for items covered under PLI Scheme</u>

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

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

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

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

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN Codes.
b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry / Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry / Department, on case-specific basis.

3A. **Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the "Class-l local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-l local supplier', the contract for full quantity will be awarded to L1.

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

(c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-l local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

ii. If L1 is not 'Class-l local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.

iii. In case such lowest eligible 'Class-l local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-l local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tender where contract is to be awarded to multiple bidders – In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers who would be awarded the contract, should be all and only 'Class I Local suppliers'.

b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

c. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at lease 50% of the tendered quantity, purchase preference should be given to the 'Class I Local supplier' over 'Class II Local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

d. First purchase preference has to be given to the lowest quoting 'Class I Local suppliers', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class I Local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class I Local supplier' falling within 20% margin of purchase preference, and so on.

e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class I Local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

4A. Exemption in sourcing of spares and consumables of closed systems:

Procurement of spare parts, consumables for closed system and Maintenance/Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.

7. **Requirement for specification in advance :** The minimum local content, the margin of purchase preference and the procedure for preference of Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. **Government E-marketplace**: In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

9. **Verification of local content:**

a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also

give details of the location(s) at which the local value addition is made.

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

c. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

d. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment.

Penalty in Case of Non Compliance of Indigenous Content applicable for GSL:

In case the percentage of indigenization to be achieved, as declared by the suppliers prior to placement of order, is not achieved at the time of supply, then 2.5% of the order value per 10% increase over and above the committed import content, or part thereof, shall be deducted as penalty while making final payment for noncompliance towards indigenization.

10. **Bank Guarantee:**

The Bidder eligible for purchase preference in accordance with this policy will be required to submit Bank Guarantee, within three weeks from the date of placement of order for an amount equivalent to the purchase preference given to the bidder i.e. difference between the bidder's offer and L1 price of the Class II or Non local supplier or 1% of the order value (including GST), whichever is more, valid till execution of the order plus three months claim/encashing period. In case, the supplier is not able to meet the percentage of Indigenization promised as per the Contract/PO terms, the penalty as elaborated above shall be adjusted by the supplier in their Invoice suitably, or else, same shall be adjusted by encashing the bank Guarantee.

11. **Assurance of Orders for Items Indigenized Successfully for Import Substitution.**

The purchase order(s) will be placed on same Class I supplier, who has successfully executed (meeting all the specifications and project time lines) the original Import substitution order, for similar requirements if arising in GSL in next 5 yrs. The pricing will be suitably adjusted for annual inflation based on indices for labour, material and services as applicable at that point of time as per the mutual agreement.

12. **Reciprocity clause :**

"In case if it is observed that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., GSL reserves the right to restrict, exclude bidders from that country from eligibility for procurement of that item or other items without giving any reasons whatsoever at any stage of procurement."

For the purpose reciprocity clause, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country, or ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India."

13. Concurrent application of Public Procurement Policy for Micro and Small Enterprises(PPP-MSE) and Public Procurement (Preference for Make in India) (PPP-MII)

Guidelines

A) The Class-l local suppliers, under PPP-MII Order, participating in any government tender, may or may not be MSEs, as defined under the MSME Act. Similarly, MSEs participating in any government tender, may or may not be Class-I local suppliers. Suppliers may be categorised in following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class-l local supplier.	"MSE Class-l local supplier"
Supplier is MSE but not Class-I local supplier.	"MSE but non-Class-I local supplier"
Supplier is not MSE but is Class-I local supplier.	"Non-MSE but Class-l local supplier"
Supplier is neither MSE nor Class-l local.	Non-MSE non-Class-I local supplier

B) The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSEs and Class-l local suppliers under PPP-MSE Order and PPP-MII Order respectively, shall be as under:

a) *Items covered under Para 3(a) of PPP. MII Order, 2017 for which Nodal Ministry has notified sufficient local capacity and competition:* For these items. only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence, Class-Il local suppliers or Non-local suppliers, including MSEs which are Class-Il local suppliers/ Non-local suppliers, are not eligible to bid. Possible scenarios can be as under:

(i) L-1 is "MSE Class-l local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-I local supplier Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L-1 bidder.

b) *Items reserved exclusively for procurement from MSEs* as per PPP-MSE Order. These items are reserved exclusively for purchase from MSEs. Hence, non-MSEs are not eligible to bid for these items. Possible scenarios can be as under.

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "MSE non-Class-l local supplier" - Purchase preference is to be given to Class-I local supplier as per PPP-MII Order. Balance quantity, is to be awarded to L-1 bidder.

c) *If items are neither notified for sufficient local capacity nor reserved for MSEs, then the process will be as follows:*

c (a) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSEs as well as Class-l local suppliers are eligible for purchase preference. Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier" - 100% of the tendered quantity is to be awarded to L-1.

(ii) L-1 is "Non-MSE but Class-l local supplier Purchase preference is to be given to MSEs, if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to L-1 bidder.

(iii) L-1 is "MSE but non-Class-l local supplier Purchase preference is to be given to Class-l local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to L-1 bidder.

(iv) L-1 is "Non-MSE non-Class-I local supplier Purchase preference is to be given to MSEs as per PPP-MSE Order. Thereafter. purchase preference is to be given to Class-l local suppliers for "50% of the tendered quantity minus quantity allotted to MSEs above" as per PPP- MII Order. For the balance quantity, contract is to be awarded to L-1 bidder. (Kindly refer to the illustrative example in the annexure).

c (b) Items covered under Para 3A(c) of PPP-MII Order, 2017 are non-divisible items and both MSEs as well as Class-l local suppliers are eligible for purchase preference Possible scenarios can be as under:

(i) L-1 is "MSE Class-I local supplier - Contract is awarded to L-1

(ii) L-1 is not "MSE Class-I local supplier but the "MSE Class-l local supplier falls within 15% margin of purchase preference Purchase preference is to be given to lowest quoting "MSE Class-1 local supplier. If lowest quoting "MSE Class-I local supplier does not accept the L-1 rates, the next higher 'MSE Class-l local supplier" falling within 15% margin of purchase preference is to be given purchase preference and so on.

(iii) If conditions mentioned in sub paras (i) and (ii) above are not met ie. L-1 is neither "MSE Class-I local supplier nor "MSE Class-l local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded/ purchase preference to be given in different possible scenarios as under:

A. L1 is "MSE but non-Class-l local supplier" or "Non-MSE but Class-I local supplier" - Contract is be awarded to L1.

B. L1 is "Non-MSE non-Class-I local supplier First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/ does not accept purchase preference to be given to Class- I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/ does not accept contract to be awarded to L-1.

d) Items reserved for both MSEs and Class-l local suppliers: These items are reserved exclusively for purchase from MSEs as well as Class-l local suppliers. Hence, only "MSE Class-l local supplier" are eligible to bid for these items. Non-MSEs/Class-II local suppliers/ Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.

e) Non-local suppliers, including MSEs falling in the category of Non-local suppliers, shall be eligible to bid only against Global Tender Enquiry.

ANNEXURE VIII

Public Procurement Policy for Micro and Small Enterprises (PPP-MSE) :

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

a) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises. Documents UDYAM / NSIC certificate for manufacture/supply of concerned equipment/item, must be submitted along with the offer for such purpose to claim the benefit.

b) Following facilities/benefits will be given to MSEs :-
   (i) Issue of Tender sets free of cost.
   (ii) Exemption for payment of Earnest Money Deposit.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point registration, for manufacture/supply of concerned equipment/item, will not be exempted from submitting the security deposit.

c) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

   (ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally.

d) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs.

   (ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.

e) 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.

f) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, whether benefit related to SC/ST owned MSE is to be accorded or not shall be notified subsequently pending which no related benefit will be accorded at present.

g) 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 equipments / 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."

Note:

i) The Public procurement policy for Micro & Small Enterprises (MSEs) order, 2012' and subsequent amendments/ guidelines / press publications/ circulars to the order, as issued by ministry of MSME, shall be applicable as on date of opening of the price bids.

ii) The bidders are advised to check the website of ministry of MSME for details of the amendments / circular issued by the Ministry of MSME.

iii) For Tendered item, within the same class of ships and GRSE reserve the right to award full / complete supply of total tendered value to MSE firm, if quoted price of MSE firm falls within price band indicated in MSE policy and if agree to match L-1 price (subject to approval of competent authority of GRSE). To avail the same, firm has to submit the valid MSE certificate along with techno-commercial bid.

ANNEXURE IX(A)

STATUTORY RESPONSIBILITY OF CONTRACTOR DEPLOYING THEIR WORKMEN INSIDE GRSE PREMISES

CONTRACT LABOUR (Regulation & Abolition) ACT 1970 and CONTRACT LABOUR (R & A) Rules 1971:- All statutory obligations as per the Act/Rules, including ESI, PF, Contract Labour License etc. under this Act will have to be complied with failing which deductions as applicable or termination of the contract may be effected. The contractor will be required to submit current Contract Labour License under the Act/Rules for work as per this contract**.**

A. COMPLIANCE OF ESI & PF - :

a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.

B. POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN-:

a) Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.
b) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.
c) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.

C. FIRE &SAFETY PRECAUTIONS: -

The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

D. SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT :

The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.

E. MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES:

The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES

Sl. No.	Name of PPE	Standard
(a)	Safety Helmet	IS: 2925 / EN 397.
(b)	Safety Footwear	IS 15298 / EN ISO 20345
(c)	Safety Goggles	ANSI Z87.1 / EN166.
(d)	Ear Plug	IS: 9167/ EN 352
(e)	Hand Gloves	(i) lS 4770 for electrical work (ii) EN 420 for general requirement (iii) EN 388 for mechanical hazard (iv) IS:6994 / EN 407 for heat applications (gas cutting / welding).
(f)	Welding Fume Respirator & Dust mask	IS: 9473 / EN: 149
(g)	Double lanyard Safety Belt & harness, automatic fall arrestor	IS: 3521
(h)	Cotton Boiler Suit Cloth	lS: 177 - 1989 (Amended up to date), Variety 3

Note: Apart from the above-mentioned PPE, vendors may consider any other type of standardized PPE as per job requirement, in consultation with GRSE Safety Department.

F. ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY -:

The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

G. ENERGY CONSERVATION- :

GRSE will provide power supply at free of cost for execution of job. The vendor should ensure that the power during execution of job shall be used in a very economic way to save energy as per Energy Management System of ISO 50001: 2011.

H. INSURANCE - :

In case the sub-contracted job has to be executed at contractor's premises, the Insurance has to be taken by the contractor with appropriate value coverage for the underlying risks (the beneficiary would be GRSE by endorsement) e.g. Loss due to following:

i) Fire as per AIFT including EQ, STFI at Contractors premises.
ii) Burglary including theft during Storage at Contractors premises.
iii) Marine transit to and fro as per ITC(A) including SRCC (on the basis of agreed valuation between GRSE & contractors).
iv) Loading & unloading including TP liability at all fabricator's premises.
v) Loss due to infidelity of contractors whilst in storage.
vi) Spoilage of material by contractors by any accidental reasons whatsoever.

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.
For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

I. SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS - :

a) One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
b) Attendance Register, Wage Register etc. are to be maintained daily for the particular job on board and to be shown as and when required.
c) Details of technical personnel deployed for the job.
d) Monthly progress report.
e) Log book for re-work/ modification.
f) Details of materials brought by vendor along with copies of challan.
g) Proper record of hindrances is to be maintained by the sub-contractor for the purpose of timely removal of the hindrance and is to be put up for approval by Project Leader/Site Engineer on weekly basis. A copy of the same would have to be enclosed while submitting any request for waiver of liquidated damages.
h) Sufficient Supervisory Staff should be provided by the contractor during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to the contractor and loss incurred will be recovered from the contractor.

J. WORKING HOURS :

The Contractor's normal working hours shall be in between 8 AM-5:06 PM from Monday to Friday & from 8:00 AM to 1:00 PM on Saturday. 1 st & 3rd Saturday is Non-Duty Saturday. Work may also be required to be carried out in shifts (A, B & G shifts) as per GRSE's requirement. Also, work may be required to be carried out on Sunday/Holiday or beyond schedule working hours as per requirement of GRSE and the Contractor will have to arrange for same as per NIT Terms.

K. CONTRACT WORKMAN WAGE PAYMENT - :

Payment of wages to the contractor's employee/workmen should be made through individual bank account on monthly basis instead of cash payment. PF-UAN activation of all the contractor's employee/workmen is mandatory.

ANNEXURE (IX B)

GENERAL TERMS AND CONDITIONS OF CONTRACT- FOR GSL

1. **EXECUTION OF THE CONTRACT**: The contract shall be executive till such time as the ship is completed and handed over to the owners. The rates quoted by the contractor shall remain fixed for the duration of the contract. Due to the nature of work, it may not be feasible to allow the subject work to progress continuously if it interferes with the other production work. The subject work shall be done if necessary, outside the normal working hours on Sunday /Holiday. Sudden stoppage of work may have to be catered for, as it will not be possible to give a clear run for the subject work.

2. **CLEANLINESS**: On completion of work in any compartment / location, the Contractor/your subcontractor must ensure that the place is left in a reasonably clean state.

3. **DEFAULT/ RISK PURCHASE**: Should the work or any portion thereof, covered under the contract not be completed within the time or times specified by GSL at various stage of the contract and accepted by the Contractor, whether and/ or not completed to the entire satisfaction of GSL, GSL shall be at liberty to terminate the contract, either in whole or to the extent of such default. Moreover, the execution of the work may be arranged by GSL elsewhere, without any notice to the Contractor solely at GSL discretion, and any decrease, and any increase in cost, due to increase in rates/ prices paid, and all charges incidental thereto, shall be recovered from the Contractor.

4. **WARRANTY**: The contractor shall warrant that the work executed under the order shall be:

a) Free from all defects in materials (in respect of materials not supplied by GSL)

b) Of the highest quality, consistent with established and generally accepted standard for such work.

c) In full conformity with the specifications, drawings or approved samples.

5. **LABOUR HIRE: a) Claims:** The Contractor/ Your Subcontractor workmen or employees shall under no circumstances be deemed to be in our employment. They shall be duly insured against all accident etc, and GSL shall have no liability in this regard. The Contractor/ Your Subcontractor shall hold himself fully responsible for any claim or claims which they or their heirs/ dependents or personal representative may have and / or may make for any damages or compensation for any things done or omitted to be done by the said Contractor / Your Subcontractor. In the course of carrying out the work under the contract, whether arising on Company's premises or elsewhere, the Contractor / Your Subcontractor shall indemnify the company against and or all, such claims, if made against GSL, and for all the costs as between attorney & clients of the proceedings, suits or actions, which GSL may incur in respect of the same.

b) Labour Acts: The Contractor / Your Subcontractor shall comply fully with all central and state labour laws including but not limited to: ESI Act. 1948; provident fund Act and Scheme 1942; Labourers Family pension Scheme 1976; Gratuity act 1952, inter state Migrant workmen Act 1979, (Regulations of employment and conditions of service), Bonus Act. 1965, contract labour Act 1970 (Regulations & abolition) and all the acts related to contract labour as amended from time to time and rules made there under.

c) Payment to ESI/ PF: Incase of default, if any, in the regular payment of the ESI and the PF to the ESI/PF office, the payment due to the Contractor, shall be withheld or the amounts shall be deducted from other pending bills, if any or shall be recovered from Contractor. Contractor / Your Subcontractor employees working in our Yard premises shall abide by all the rules and regulations of any Act/ Notification of the Govt. or other authorities. Contractor / Your Subcontractor employees shall also strictly abide by the GSL rules and regulation, and the Contractor / Your Subcontractor shall be responsible for the conduct of his workmen on GSL premises.

d) **Documents & Returns**: The Contractor / Your Subcontractor shall submit various periodical returns, documents, registers or any other information to the GSL as and when called for.

e) **Payment Of Wages**: The Contractor / Your Subcontractor shall pay wages to his workmen directly without the intervention of any Jamdar or Thekedar etc. , and shall ensure that no amount by way of a commission or otherwise is deducted or recovered by Jamadar/ Thekedars from the wages of the workmen.

6. **a) Standard Of Safety**: The standard of safety to be observed in the company shall be decided by GSL Safety Officer or any officer appointed for this purpose. Before the commencement of work in the Yard, the Contractor / Your Subcontractor shall ascertain the standard precautions required to be observed in discharging his duties as per the standard prevalent in GSL, from the said officer. The decision of the said Officer or any officer appointed on his behalf shall be final and binding on the Contractor / Your Subcontractor.

b) **Safety Precautions**: The Contractor / Your Subcontractor shall observe all safety precautions in connection with the work to be performed by him, his agents or employee. In the event of any accident taking place in the yard, resulting in a loss of life or otherwise damaging any part of the property, the Contractor / Your Subcontractor shall be required to make good the said loss to "GSL", and shall be responsible for any or all the consequences that follow from such loss and/ or injuries to the person involved in such an accident.

c) General Safety Rules are enclosed at **ANNEXURE IX C.**

7. **WORK TIMINGS**:The site timings are from 8.30 a.m. to 16.30 p.m. with lunch break of one hour on Monday to Saturday. The Contractor / Your Subcontractor timing will also be adjusted with above GSL timings. In case of additional working hours, the same will be considered on need basis.

8. **SECURITY:** The Contractor / Your Subcontractor shall make his own reasonable arrangement for the safe custody of his equipment/ items drawn from GSL stores or fabricated by him or to be installed by him. GSL will, However, only extend its normal security arrangements / measures to the Contractor / Your Subcontractor in our yard , and he shall be responsible for ensuring that all the measures are complied with. Cost of damaged/ stolen GSL equipment/ items which is/ are

under Contractor / Your Subcontractor custody shall be recovered from the Contractor / Your Subcontractor's. However, GSL will not be responsible for any loss due to any reasons.

9. **INDEMNITY**: The Contractor shall indemnify Goa Shipyard Limited, against any or all liabilities, legal financial or otherwise, which may arise during the currency of the contract as a result of non compliance with the aforesaid Terms and conditions or otherwise.

10. **WORK FORCE**:

(a) Depending upon the exigencies of work, GSL reserves the right to ask the Contractor to engage more or less laborers at any time during the currency of the contract, for which one week notice in advance will be given to Contractor

(b) The workmanship and / or the material used must be of a good quality, and to entire satisfaction of the GSL. In case of defects / deficiencies, if any, the same shall be rectified/ made good by the Contractor without any extra cost to GSL.

(c) Whenever, additional work arises, one week's notice in advance will be given to the Contractors for supplying the requisite manpower. In case you fail to supply, laborers will be hire from the open market and the prevailing rates of those labourers will be debited from your payment.

11. **SUPERVISION**: The Contractor shall be responsible to have adequate supervision over the work carried out by him or by his sub-contractor, and no additional payment shall be made by the Company for this.

12. **CANTEEN**: The Contractor / Your Subcontractor Employees/ Labourers should make arrangement for meals of workers during the contract period. GSL Canteen facility maynot be available for the contractors / Your Subcontractor workers.

13. **UNIFORM**: The Contractor / Your Subcontractor shall ensure that uniforms issued by him are worn by his employee and for the purpose of easy identification the same shall be different in colour & shade from GSL workers uniform. The GSL will provide identity passes to Contractor / Your Subcontractor employee/ Labourers.

14. **ATTENDANCE**: The attendance of the Contractor / Your Subcontractor Employees/Labourers shall be regulated by punching their attendance card in the punching clock maintained at the entry point. The Employees/ Labourers who do not mark their attendance, shall be considered as absent. (NOT APPLICABLE)

15. INDIVIDUALITY OF CONTRACT: The Contract resulting from the tender shall be treated as an individual contract, and it shall not create any general lie n to the Contractor / Your Subcontractor, and shall not get prejudiced in execution due to any situation arising out of some other contract that the Contractor may have with GSL.

16. IDLE TIME COMPENSATION: GSL will not pay any compensation for any idle time claimed from the Contractor / Your subcontractor for their work force.

17. SECRECY: Contractor / Your Subcontractor shall not divulge any information about our drawings documents, specifications etc. concerning this enquiry/ order to any other party.

18. JURISDICTION: In the event of any dispute or difference remaining unresolved through Arbitration, the same shall be subject to the jurisdiction of the "Courts in Vasco-da-gama, Goa".

19. ENGAGEMENT OF SUB-CONTRACTOR BY THE CONTRACTOR: The Contractor may engage a sub-contractor to execute this contract and may give authority to act on behalf of the Contractor under the contract and inform GSL. However, the Contractor shall be responsible for the acts or defaults of any of his sub-contractor, his agent or employees, as if they were the acts or defaults of the Contractor. The contractor shall submit the name and address of his sub-contractor (s) proposes to engage, to the Company.

20. ENVIRONMENT PROTECTION: The contractor/ your sub-contractor shall take all reasonable steps to protect the environment (both on and off the site/ yard) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of their operations.

21. DISORDERLY CONDUCT: The Contractor/ your sub-contractor shall all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the contractor's Personnel/ Sub-contractor's personnel to preserve peace and protection of persons and property on and near the site/yard.

22. POLICE VERIFICATION: The Contractor/ your sub-contractor who employs the personnel for execution of the contract who is/ are in GSL premises must ensure that proper police verification of their employees is carried out as per local rules and confirmation is rendered to GSL, HR&A Dept. for record within a reasonable period of time. Contractor means the successful tenderer to whom the Order/ Contract has been awarded by GSL. The said term includes the legal successors in title. Sub-Contractor means any person/ firm/ company engaged by the Contractor as a subcontractor, to perform full or part of the works, and the said term includes the legal successors in title.

ANNEXURE (IX C)

GENERAL SAFETY RULES FOR CONTRACTORS- FOR GSL

These safety rules are promulgated for the guidance of the contractors. These rules in no way relieve a contractor from his obligations under various statutory rules and regulations.
GSL reserves the right to suspend the work in the event the contractor if found not complying with the rules or instructions with regard to safety practice for which no claims for compensation of any kind will be entertained.

To ensure the safe conduct of safety operations a representative of the contractor shall maintain appropriate contact with the officer in charge of the work as may be necessary toacquainthimselfwithanychangedconditionsorothermattersrelatingtothesafetyperformance.

All regulations, codes and ordinances of the Government of India, Govt. of Goa and localMunicipalCorporationregardingsafetyshallbeapplicabletothecontractors.
Thecontractorisresponsibleforcomplianceoftheserulesbyhiscontractworkmen.

Only employee cleared by GSL shall be employed for the operation of any type of equipment contractor's employee shall not enter the place where the nature of contracted work does not require their presence.

Any accidents occurring to contractor's personnel must be promptly and immediately reported by the contractors or his Rep. to the safety officer and manager Personnel and Admin. Within one hour of occurrence of the accident in addition to the officer in charge of the work and thisshallbefollowedupbyanaccidentreportintheformprescribedbythecompany.

In the case of electrical accidents, the report shall be made in accordance with rule 44A of Indian electricity Rules 1956 and the form shall be in accordance with Annexure XIII to the Indian Electricity rules 1956. There port shall be furnished to the Executive Engineer. Electrical within 48 hours of occurrence of an electrical accident. Immediately on occurrence of an electrical accident, the operator in the main receiving station shall be informed on the phone and necessary instructions taken from him **(phone No. 385)**

PRECAUTIONS IN USE OF ELECTRICAL ENERGY:

- The contractor shall ensure that they are complying with all the regulations under the IndianElectricityAct.1910andrelevantrules.
- All power cables used shall be armoured cables.
- All apparatus and connections shall be sufficient in size & power HRC fuses shall be used in all fuse/switch fuse units.
- Double earthing shall be provided for all equipment, switchboard etc.

- Overhead power cables are to be restricted to the minimum possible and shall be attached to a GI guy wire by means of reel insulators.
- No cables carrying electrical current is to be laid on working floor areas. Temporaryconnectionsfor3phase440voltsandabovewillhavetobedoneundersupervisionofa uthorisedpowerHouseattendant.
- Surpluscableskeptbundledattheendofsupplylineshallbeneatlydoneand secured properly.
- Earthing points shall not be extended by looping.
- Electrical installations wiring etc. are to be carried out only through a licensed Elec. Contractor holding a valid license issued by the licensing board of the electrical inspectorate, Goa.
- Electricalswitchesorcircuitsunlesswhollyownedandsolelyusedbythecontractorshallnotbeene rgized/de-energizedunlessauthorisedbytheofficerinchargeofGSL.
- Portable power tools shall be effectively earthen.
- The storage handling and use of hazardous material in the yard must be approved by the safety officer.

HOUSEKEEPING:

The contractor shall be responsible for the orderliness and cleanliness at the job site. The contractor shalltakeprecautionstopreventtrippinghazardscausedbyhosesandweldinglinesetc.

FIREHAZARDS:

- Thecontractorshallensurethatadequateandappropriatefireextinguishing Arrangementsarep rovidedfortheirequipments.
- Thecontractorworkmenshallobeyallsignsandspecialrulesregarding Smokingandfirepreventi on.
- In the event of fire, the contractor shall notify the GSL fire station (Phone No. 101)at oncegiving the exact location and nature of fire.He shall attempt operations to extinguish or control the fire until assistance arrives.
- Wherepropertyisexposedtohazardousfire,lightingofopenfiresshallnotbepermitted.
- Gas or all fired heaters shall not be placed close to any combustible & inflammable material.Their burners shall be adjusted and maintained so that there is no risk of accidental fire nor oftheemissionofsmokeorfumes.
- Inflammables liquids shallbe handled in safe cansor containers approved by GSL andshallbesorted,inthelocationsacceptabletoGSL.Allsuchcontainersshallbeclearlylabeled.
- Fireretardanttarpaulinshallbeusedwhenever required.

EXCAVATIONS:

- The area beneath overhead work shall be "roped off" and signs danger men working aboveshallbeplacedtowarmthemenmovingbelow.
- Excavations shall be protected by positional guards and visible warning lights shall be placedboth during day and night to warm approaching traffic.Precautions shall be taken top prevent"cave-ins" oftheexcavations.
- Properandadequatetimbershoring andbracingshallbeprovidedtopreventsliding orslippingofloosedor unstablesoil,rock,orothermaterialinexcavatedpits/trenchers.

- Undercuttingortrenchesand otherexcavationsshallbeavoided.
- Excavatedmaterials shall be put away from the edges of the excavated trench to avoidslippingoftheexcavatedmaterialbackintotrench.
- The contractors working in man holes or pits below the ground level shall acquaint himself andadvise hisemployee of the hazards of gas or liquid level and take proper precautions whenmen are at work. The manhole cover shall be kept away from opening and a sign board placedindicating"menatwork"preferablywith thestandofthesign boardrestingthrough themanholewithboardabovethe ground.
- Open manhole shall be protected by adequate barricade.Manhole covers shall be replacedpromptlywhenworkissuspendedorcompleted.

WELDING&CUTTING:

- Onlyqualifiedemployeeunderthesupervisionofaqualifiedsupervisorshallbeallowedtouseoxy-acetyleneequipment.Theminimumqualificationshallbe ITI.
- Electricweldingshallbecarriedoutonlybyqualifiedweldersunderthesupervisionofaqualifiedsupervisor.Theminimumqualificationshallbe ITI.
- Weldersshallbeprovidedwithanduseadequatepersonalprotectiveequipmentswhileworking.
- Cylindersshallbesecuredinuprightposition.
- Whereverrequired,shieldingto becarriedcutduringarcwelding.
- Arcweldingequipmentshallbeproperlyearthed.Whileweldingitshallbeensuredthatnoequipmentformspartoftheground return.
- Adequateprecautionsshallbetakenduringweldingorgascuttingagainsthazardssuchaselectric shocks, burns,fumesfiresexplosionandarceyesetc.
- Gauntlet gloves shall be worn while welding or gas cutting.Outerclothwornshallbefreefromoil orgrease.
- Gogglesorwelder'shelmetshallbewornduringwelding.
- Barriersshallbeerectedtoprotectotherpersonsinthevicinityfromraysorelectricarcsorweldingflameswhereverrequired.
- Gogglesshallbewornwhilechippingtheweldingstag.
- Adequateventilationshallbeprovidedwhileweldingorcuttinginconfinedspaces
- When welding or gas cutting in elevated positions precautions shall be taken to prevent sparksorhotmetalslagfallingouttothepeopleortothecombustibleandflammablematerialbelow.
- Beforeweldingorcuttingapipe,tanksorcontainer,whichhadcarriedflammablematerial,itshallbethoroughlycleanedandgas-freedandifnecessary"Hotworkcertificate"fromtheControllerofExplosives shallbeobtained.
- Contractors shall ensurethat First Aid Boxes are provided at the work spotandtheyshallensurepropermedicalcareofinjuredpersons.

PERSONALPROTECTIONEQUIPMENT:

Contractorsshallensurethatalltheiremployeeareequippedwithproperpersonalprotectiveequipment fortheworktheyareentrustedwith.

Alltheemployeeofthecontractorsshallwearapprovedsafetygeardependingontheworktheyareengaged.

CRANES&HOISTSVEHICLES:

- Whenthecontractor'semployeeareexposedtothemovementofcranes,thecontractorssupervisorshallconsulttheofficer-in-chargebeforedeputinghismenonthejob.
- Whenthecontractor'semployeeareexposedtothemovementofcranes,heshallprovidealookoutmanfortheprotectionofhisemployee.
- OnlyauthorisedemployeeshallbeallowedtooperatehoistingequipmentsandmobilecranesifpermittedbyGSL.
- Only authorizedemployeeshallbeallowedtodrivevehicleintheyardifpermittedbyGSL.Alltrafficrules ,signsandspeed limitsmustbeobservedbyallthelabourersofthe contractor.
- Contractorsshallnotparktheirvehiclesorstoretheirmaterialsinsuchawaythatitwillbeahindrancetothesmoothflowoftrafficintheyard.

LIFTINGANDTACKLES:

- Workmen in charge of the working squad shall be responsible for the safe loading and use ofropes, chains, cables, slings jacks, skids and other hoisting and lifting apparatus. In no casesuch equipments shall be used unless and untilthe man in charge is satisfied that it is freefromdefectsandaresafeforuse.
- Before operating cranes, derrick or hoisting equipments. Theoperator shall sound a warningand he will accept signals only from one person for starting the work of raising towering andswingingloads.
- The operator shall stop immediately all operations on receiving emergency stop signals fromanyone.
- No workmen shall move near the cable under tension and within the angle formed by the ropesorcables.
- When anyone is found in the danger zone, the hoist operator shall never place tension on ropeorcable.
- Care must be taken to see that cables, chain and other hoisting equipments are not undulystressedbyimproperuse.
- All ropes, cables, chains, slings, etc. shall be immediately discarded when they are worn out ordeterioratedtothe pointwheretheirsafeusemaybedoubtful.
- Wireropesshallbesplicedand notjoined.
- Newlinksshall beinsertedby competentpersons.Wireropesorcablesshallnotbeallowedtokink.
- WhenapplyingUboltsandclipstocables,adequatenumbershallbeused.
- Hooks,rings,andotherfittingsusedonchainscablesshallbeofacarryingcapacityhigherthanthatofthechainorcable.

- Natural and synthetic fiber ropes shall be properly cared and the following precautionsshall be taken.
- Ropesshallnotpassover sharpedges;padsshallbeused toprotectFibers.
- Ropesshallnotbedraggedonthegroundunnecessarily.Usingtoosmallsheavesshallbeavoided.
- Ropesshallnotbepermittedtosliponwinchdrumormovingdrums.Kinkedropesshallnotbeused.
- Donottieknotswheresplicesshallbeused.
- Ropesshallnotbeallowedtosoakinoilandexposedtoacidorothercorrosivesubstances.Theyshallbewashedanddried.
- Ropes shall not be allowed to expose to weather unnecessarily.Whendrying,excessive heatshallnotbe used.

ACCESSANDSTAGING:

- Whileworkingatheights,adequatescaffoldingorstagingshallbeused.
- Whileworkingatheightsof 8ft.andabove,theworkmenshallwearsafetybeltswith adequatelifelines.
- Scaffoldingshallbeofasoundmaterial,securelyfastenedandshallbecapableofsupporting4timesthecombinedweightofmenandmaterialwhomaybeworkingonthem.
- Woodenplanksusedinscaffoldingshallnotbelessthan10”wide2”thickandshallnotextendbeyondtheoutersupportsbymorethat12”norlessthan6”.
- Guardingandtoeboardsshallbeinstalledinallscaffoldingwhichare8”ormoreinheight.Laddersshallbesoundlyconstructed,securelyfixedandlashedwherenecessary.
- Loiteringaroundoperatingunitsisprohibitedatalltimes.
- Bringingintoxicantsintotheyardisstrictlyprohibited.Likewiseenteringtheyardundertheinfluenceof intoxicantsisaseriousoffence.
- Jumpingonorofftrunks,automobiles,cranesorothermovingvehicleisprohibited.Menshallwaituntilthevehiclestops beforeattemptingtoenterorleave.
- Inconfinedspacesworkersshallbeprotectedwithairlinerespiratorswithtightsfittingmask(especiallyfor paintingetc).
- Itshallbeconsideredhazardoustocarryoutgascuttingorweldingworkwithin5-7metersfromthepiecewherepaintisbeingappliedorstored.
- Workplaceshallbesufficientlyandsuitablylighted.

IMPORTANTHINTSFORFIRSTAID

GENERAL:

First Aid is the immediate and temporary care given to the victim of anaccident or suddenillness. It’s purpose is to preserve life,assist recovery andprevent aggravation, until theservicesofamedical attendantcanbeobtainedorduringtransporttothehospital.

Asafirstaideryoumust respond quickly, saving of a life may depend on the promptness of your action.Adoptquick,confident,calmandmethodicalapproachto thecasualty.

Give prompt and correct treatment for conditions endangering life such as failure of breathing,severe bleeding and severe shock. Only the first aider can save the life of the casualty on suchoccasions.

Remember the conditions of the casualty such as fracture of rib, vertebral column can worsenduringtransport.Besurethatyouaretransportingthecasualtyinthecorrectmethod.

GSL Medical Officer and his staff will extend First Aid medical assistance to subcontractors'menincaseof emergency/accident while onduty. This willnot include routine medicaltreatment,andrepeatdressings.

DO'SANDDON'TSOFFIRSTAID

Dothefirstthingfirst,quickly,quietlyandcalmly.Stopseverebleeding,ifany.

Give artificial respiration if breathing has stopped till the doctor arrives.Handle the casualty as little as possible by moving without any jerk or shock.Donotattempttoo much.

(I/ WeherebyagreetotheGeneralSafetyRules)

Annexure-X(a)

ECS FORMAT FOR GRSE

BIDDER(BIDDER)'S NAME : ……..

ADDRESS : ……

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

DESIGNATED BANK ACCOUNT NAME : …….

BANK ACCOUNT NO. : ……

NATURE OF ACCOUNT : ☐ ☐ ☐

SAVINGS CURRENT OTHERS *

* give details.

NAME OF BANK :

BANK BRANCH ADDRESS :

BANK CODE NO. : ……..

MICR NO. (9 DIGITS) FOR PAYMENT : ☐☐☐☐☐☐☐☐☐

DATE OF EFFECT :

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

(B) ENCLOSE ONE COPY OF RELEVANT CHEQUE LEAF.

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

(……)

Signature of the Authorised signatory of the Bidder(s)

Date :

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

BANK'S STAMP : (……)

SIGNATURE OF THE AUTHORISED OFFICIAL

Date : OF THE BANK

Annexure-X(b)

Electronic Payment System

MANDATE FORM FOR GSL

1) Investor/customer's name:
   Email Address of Vendor:
   PAN Number of Vendor :
2) Particulars of Bank account
   - A Name of the Bank :
   - B Name of the branch :
     Address :
     Telephone No. :
   - C Branch IFS Code No:
     (11 Digit Code given by RBI)
   - D 9-Digit code number of the bank and branch
     appearing on the MICR cheque issued by the bank:
   - E Type of the account (S.B., Current or Cash Credit)
     with code (10/11/13)
   - F Ledger and Ledger folio number:
   - G Account number (as appearing on the cheque book)
     (In lieu of the bank certificate to be obtained as under, please attach a blank cancelled cheque or photocopy of a cheque or front page of your savings bank passbook issued by your bank for verification of the above particulars)
   - H Type of EPS: ECS / CORE BANKING / ANYWHERE BANKING

3 Date of effect:

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user 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 Vendor

Date

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

Bank's Stamp
Date:

(.....)
Signature of the authorized official of the Bank

Date.....
Place.....

Signature.....
Name.....

Designation.....

Seal.....

Annexure-XI (a) for GRSE

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

INTEGRITY PACT

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

and

…….. hereinafter referred to as " the Bidder / Contractor"

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

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

Section 1 - Commitments of the Principal

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

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons

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

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

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

Contd….2

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or Bidder(bidder), offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

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

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Furthers 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.

Contd….3

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.

(1) The Bidder(s) /Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) Contractor(s) / Sub-contractor(s)

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

Section 8 – Independent External Monitor /Monitors

(l) 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.

Contd….4

(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, Theparties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or supplierieves to notice, a violation of this agreement, he will so inform the Manae-protalent of the Principal and request the Manae-protalent to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations.

Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.

(8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration:

This pact begins when both parties have legally signed it. It expires for the Contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of GRSE.

Contd….5

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

Place…….

Date…….

Witness 1:
(Name & Address) …….

…….

…….

Witness 2:
(Name & Address) …….

…….

…….

Annexure-XI (b) for GSL

TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF Rs. 100

PRE CONTRACT INTREGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on __ day of the month of_____, ____, between, on one hand, GOA SHIPYARD LIMITED, a Company registered under the Companies Act, 1956, having its Registered Office at Vaddem, Vasco-da-Gama, Goa - 403 802 represented by **Shri**. **M Subramanian**, Designation **Head of Department (Commercial)**, (hereinafter called the "BUYER"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns of the First Part and M/s _____ represent by Shri. _____ Chief Executive Officer (hereinafter called the "BIDDER/ seller") which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns of the Second Part.

WHEREAS the BUYER proposes to procure _____ for _____ Project, GSL Yard Nos. ____ against GSL Tender ref. no. _____ **dated** _____and the BIDDER/ Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/ public company/ Government undertaking/ partnership/ registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/ prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment/services at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward,

favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.

1.3 All the officials of the BUYER will report to the Chief Vigilance Officer, GSL or appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDERs

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post- contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise IN PROCURING THE Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.

3.3 Foreign BIDDERs shall disclose the name and address of agents and representatives in India and Indian BIDDERs shall disclose their foreign principals or associates.

3.4 BIDDERs shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER shall not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.

3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transaction, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERs exclusion from the tender process. BIDDER shall disclose any transgressions with any other company that may impinge on the anti corruption principle.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDER shall deposit an amount Rs. NIL (to be specified in RFP) as Earnest Money, with the BUYER through any of the following instruments:

(i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED

(ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of 90 days or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article PERTAINING TO Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank Guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the BUYER and exclude from future business dealings.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf

(whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact. The BIDDER undertakes that it shall not approach the Courts while representing the matters to IEMs and will await the decision of the IEMs in the matter.

7. **Fall Clause**

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

8. **Independent Monitors**

8.1 The BUYER has appointed the following Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.

(A) Smt Anita Pattanayak, IA&AS (Retd)
Address: No 1523, Pocket B&C
Sector A, Vasant Kunj AbdulGaffar
Khan Marg New Delhi- 110057

(B) Shri Paul Antony, IAS(Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara,
ALUVA-683 108, email: paulantony@gmail.com

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to supplierieve, a violation of this Pact, he will so inform the Chairman & Managing Director (CMD) of the BUYER.

8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation/records of the BUYER including that provided by the BIDDER. The BIDDER 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 shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. Monitor shall be provided by the BIDDER/BUYER, as and when warranted, access to all documents / records pertaining to the contract for which a complaint or issue is raised before the Monitor.

8.7 The BUYER 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 parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will examine all complaints received by them and submit a written recommendation/report to the CMD within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. **Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and courts jurisdiction is only at Goa.

11. **Other Legal Actions**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. **Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this INTEGRITY Pact shall expire after six months from the date of the signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at GSL Goa on _____.

BUYER BIDDER

CHIEF EXECUTIVE OFFICER/ AUTHORISED

GOA SHIPYARD LIMITED REPRSENTATIVE/ATTORNEY HOLDER

Signature----------

Name----------

Title ----------

Witness Witness

1._____ 1._____

2._____ 2._____

ANNEXURE-XII

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

1. **Terms Of Price:** F.O.R. - MO of IN at anywhere in Main Land India. Materials will be delivered at Material of IN at anywhere in Main Land India at your cost. The price is Bidder(bidder) and fixed till the execution of order. However, price is inclusive of packing and forwarding, insurance and Freight charges

2. While dispatching each item should be identified with GRSE code number and Bidder(bidder)s part number. Packing list should indicate all deliverable items. Each item should be identified with Metallic or Plastic tag indicating both GRSE code number and Bidder(bidder)s part number.

3. **Packing:** All spares have to be well packed and tagged to withstand damage/pilferage during transit. Order no. part no./GRSE code no. details of Spares, quantity, in ILMS & NSN format in triplicate to be provided by the Bidder(bidder). Spares are to be delivered on PIP packed.

4. **Consignee/Delivery Point:** All items along with supporting documents (Tax invoice, Inspection Certificate, guarantee Certificate, Conformity Certificate, packing list in ILMS/NSN format) to be delivered to the consignee, controller of ware housing, Material Superintendent, Material Organization.

5. **Inspection:**
   Pre dispatch inspection: As per the SOTR/ same as original approving authority.
   Receipt Inspection by Material Organization

6. **Warrantee:** The equipment / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12/24 months from the date of delivery at MO. During guarantee/warrantee period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to GRSE.

7. **Liquidated Damage:** In case delay in delivery beyond contractual delivery date, GRSE reserves the right to recover LD. @ ½ % per week or part there of subject to maximum 5 % of order value of the undelivered materials.

8. **Force Majeure:** As per existing order of ministry of Law.

9. Custom duty: same as for Main Equipment.

10. FE Content: to be indicated as per Main Equipment

11. FE Rate Variation: - not applicable.

12. Arbitration: Same is Original Item

13. Individuality of Contract: This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that Bidder(bidder)s may have with GRSE.

14. Validity of Offer: The offer for B&D Spares has to be kept valid for 180 days from the date of submission of offer in ILMS format.

15. GUARANTEE / WARRANTY. The eqpt. / Materials are to be guaranteed / warranted for satisfactory performance for the period of 12 months from the date of delivery at Naval Depot. During guarantee/warrantee period any spares supplied by the Bidder(bidder) suffers due to defective material and or due to improper design and or drawing or due to faulty workmanship, The Bidder(bidder) will take full responsibility of rectification of such defective parts thereof direct expenses related to removal and re-positioning of the replacement/ repaired spares or components and subsequent test & trial, incurred thereon without any financial implication to GRSE.

16. **PAYMENT TERMS.**

(i) 90% of order value shall be paid on pro rata basis against delivery of spares to MO/ WED (Vizag) on production of following documents: (4 copy each along with one original copy i.e. ink signed)

(a) Receipted copy of Ink signed Invoice
(b) Copy of challan or LR/CN along with copy of challan/ Packing list.
(c) Packing list indicating details of spares descriptions in PO.
(d) Inspection certificate issued by appropriate Authority
(e) Guarantee certificate of materials
(f) Conformity Certificate.

Note: If CPIL & final item list (as per PO) in ILMS format has not been submitted within 01 month of PO then 85% payment will be made. 5% payment will be released after receipt of CPIL & final item list (as per PO) post-delivery of material.

(ii) Balance 10% will be paid after Receipt and Acceptance of materials by consignee i.e. CWH/ Material Organisation/WED (Vizag/) supported by Stores Receipt Voucher and on submission of Performance Bank Guarantee of equivalent amount, valid up to expiry of guarantee/warranty period. If PBG is not submitted, Balance 10% payment shall be released after expiry of guaranteed/warranty period.

17. **Order Acknowledgement:** The Bidder(bidder) , on whom the Order will be placed, will acknowledge the Order within 10 days of its receipt by them. If no contrary advice is received from them within ten days of its receipt, this will be deemed to have been accepted by them.

18. **Risk Purchase:** In case of delay in delivery beyond 10 weeks, GRSE shall have also the right to cancel the Order and obtain items from alternative source at Bidder(bidder)s complete risk and cost.

19. All other terms & conditions are as per the GRSE "STACS".

Annexure-XIII

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD
(A Govt. of India Undertaking)
43/46, Garden Reach Road, Calcutta- 700 024.
Fax : 033-469-8150/2020 ; Telephone : 469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY
(INDIGENOUS EQUIPMENT / MACHINERY)

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

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IN-1 GENERAL

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

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

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

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

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

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

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

IN-108 **Governing Jurisdiction and Compliance with Laws**

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

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

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

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

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

ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.

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

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

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

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

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

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

IN-111 **Secrecy :**

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

All information given to the supplier for the execution of the order is to be treated as **SECRET / CONFIDENTIAL**. The Technical information, Drawings, Specification and other related Documents forming part of this Enquiry /Order are the property of the Purchaser and shall not be used for any other purpose except for the execution of order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed to a third party, not misused, used in any other form

whatsoever without Purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering, the tenderer has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss /cost/damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

IN-112 **Preservation :**

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

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

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

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

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

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

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

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

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

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

IN-118 MOU : Regular suppliers are requested to enter into Memorandum of Understanding with GRSE

as regards Commercial Terms & Conditions contained in this STACS.

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

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

IN-2. Quotations and Order Acceptance Terms:

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

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

(b) Tender to be submitted on or before the due date and time.

(c) Offer to be as per specifications and complying with tender conditions.

(d) The envelopes to be sealed properly.

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

(a) PART-I - 'Techno-Commercial Bid' and marked thus. In addition, Part-I shall include-

(i) Proforma Price Schedule blanking the prices and indicating 'Quoted / Not Quoted' (as applicable against each item on tender).

(ii) Duties / Taxes, Octroi, freight charges, insurance and/or any other Statutory levies payable, specifying incidence clearly / separately against each head.

(iii) The cost incidence against each head clearly indicating for Door Delivery or F. O. R. or Ex-works alongwith charges for packing and forwarding.

(iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply and Specific Tender Conditions. Non-specifying of deviations against any or all clauses would be construed as compliance to any / all conditions of tender. Any deviations to STACS, having financial implications, would be considered suitably for loading the quoted price. (STACS Acceptance Format is placed at Annexure 5).

(v) Earnest Money Deposit (interest free) as stipulated in the tender by way of D.D. / Pay Order / B.G. (as per GRSE format & guide line at Annx.-1) issued by any scheduled Bank other than Co – operative Bank to be provided by the bidder / tenderer in favour of GRSE as per discretion of the Purchaser.

(vi) Copy of ISO 9000 or equivalent Quality System Standards certificate valid as of date.

(vii) Delivery Schedule.

(viii) IIG Form regarding Codification of Defence Equipment enclosed with SOR is to be filled -in and submitted. The same is included as deliverables by the supplier.

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

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

IN-203

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

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

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

IN-204

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

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

- Door delivery
- F. O. R.
- Ex-Works - with charges for packing and forwarding

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

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

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

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

IN-205

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

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

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

and

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

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

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

IN-207 **Spares:**

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

(b) The Sub-contractor / Supplier / Bidder(bidder)s offer shall include a list of manufacturer's recommended spares together with itemised prices for

- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
- Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)

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

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

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

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

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

The Sub-contractor / Supplier / Bidder(bidder) shall, on receipt of the order, communicate his unconditional acceptance within two weeks of from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Bidder(bidder) shall not bind the Purchaser in respect of these

conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Bidder(bidder) to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Bidder(bidder) in all respects.

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

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

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

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

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

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

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

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

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

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

(b) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Sub-contractor / Supplier / Bidder(bidder). Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be atleast 80 mms. high wherever possible. Packing should indicate Case No., Order No., Gross Weight in Kgs., Nett Weight in Kgs. and outside dimensions LxWxH (The information on outside dimensions and weight shall be furnished to Purchaser atleast one (1) month prior to shipment / despatch). No marking other than as directed shall be inscribed on the said packages.

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

IN-302 **Insurance:**

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

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

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

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

IN-305 The Sub-contractor / Supplier / Bidder(bidder) shall arrange despatch of goods by Rail / Road consigned to GRSE through GRSE nominated transporter.. An Advance Copy of the invoice along with copies of other relevant documents shall be forwarded to Purchaser sufficiently in

advance to avoid demurrage. In case of door delivery contracts, the Transporter shall be directed to deliver the ordered equipment without insisting for consignee copy of Lorry Receipt.

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

IN-306

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

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

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

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

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

IN-4.0 Guarantee / Warranty

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

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

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

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

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

IN-5.0 <u>Quality Certification</u>:

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

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

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

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

IN-6.0 <u>Terms of Payment:</u>

IN-601

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

(i) Seven copies of signed invoice indicating Bidder(bidder) Code Number and itemwise price (indicating GRSE material code no. if in the order) alongwith packing lists. In case of orders for supplies to Naval Ships, invoice should be marked with the words "GRSE A/C INDIAN NAVY" for cost plus contract, as detailed in para IN- 305. However in case of fixed cost contract , Invoice will be in the name of GRSE.

(ii) Warranty Certificate in triplicate.

(iii) 3 copies of Manufacturer's Works Test Certificate.

(iv) 3 copies of Certificate of Inspection and approval from LRS / IRS / ABS / DQA (WP) / DQAN / CQAE / WOT / GRSE (whichever is applicable).

(v) 3 copies of GRSE's unqualifying Inspection Cum Goods Receipt Note (ICGRN)

(vi) Complete set of Classification / On board spares as per the Purchase Order.

(vii) Complete set of operation / Maintenance / Instruction Manuals as per the Purchase Order and also in Electronic Medium.

(viii) Complete set of Parts Identification List / Comprehensive Parts List as per the Purchase Order and also in Electronic Medium.

(ix) Complete set of "As fitted" drawing and reproducible drawings.

(x) Quotations for B & D spares for (a) 2 years operation and (b) 5 years operation.

(xi) IIG Forms duly filled in.

(xii) Standard Format for data provided by OEM as per ILMS requirement (Integrated Logistic Manae-protalent System).

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

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

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

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

(d) In special cases and /or for development equipment where advance / stage payment is specified in order, all such payments shall be made against Bank Guarantee of equivalent amount in GRSE format valid till receipt and acceptance of material. No advance payment shall, however, be claimed without submission of binding drawing to Approving Authority. The advance payment may be released in stages depending upon the progress of work and mobilization of required equipments etc.

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

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

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

(i) Material Portion :

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

(ii) Labour Portion :

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

OR

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

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

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

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

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

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

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

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

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

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

Invoice shall clearly indicate cost incidentals against each head, as applicable:

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

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

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

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

IN-607.1 In the event that-

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

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

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

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

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

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

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

contract price shall be recoverable from the Sub-contractor / Supplier / Bidder(bidder).

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

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

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

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

Computer generated acknowlede-protalent 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 Bidder(bidder) code number for easy identification and registration. All enclosures are also be Bidder(bidder)ly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IN-710 **REPLACEMENT FOR REJECTION :**

(a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/Bidder(bidder)/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/Bidder(bidder)/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser reserve 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/Bidder(bidder)/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/Bidder(bidder)/sub-contractor in respect of their failure to remedy such defects.

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

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

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

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

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

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

IN-8.0 <u>Miscellaneous:</u>

IN-801 <u>Force Majeure (as vetted by Min. of Law)</u> : -

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

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

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

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

IN-802 **Arbitration:**

Any dispute / differences between the parties arising out of and in connection with the contract shall be settled amicably by mutual negotiations. CMD/GRSE will be the Arbitrator. However Unresolved disputes/ differences, if any, shall be settled by Arbitration and the arbitration proceedings shall be conducted at Kolkata (India) in English language, under the Indian Arbitration and Conciliation Act, 1996. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon

or in relation to or in connection with or in any way touching or concerning this tender / agreement / supply order (*retain whichever is applicable*) the same shall be referred to the Chairman & Managing Director ('CMD' in short) or the Managing Director ('MD' in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd' in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

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

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

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

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

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

IN-803 Indemnification:

The Sub-contractor/Supplier/Bidder(bidder), his employees, licencees, agents or Sub-Bidder(bidder) / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Bidder(bidder), his employees, 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:

(a) The Sub-contractor / Supplier / Bidder(bidder) should give an undertaking that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Purchaser or otherwise in procuring the contract or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the Contract with the Purchaser for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Purchaser. Any breach of the aforesaid undertaking by the Sub-contractor / Supplier / Bidder(bidder) or any one employed by him or acting on his behalf (whether with or without the knowledge of the Sub-contractor / Supplier / Bidder(bidder)) or the commission of any

offence by the Sub-contractor / Supplier / Bidder(bidder) or any one employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1980 or the Prevention of Corruption Act, 1947 or any other Act enacted for the prevention of corruption shall entitle the Purchaser to cancel the contract and all or any other contracts with the Sub-contractor / Supplier / Bidder(bidder) and recover from the Sub-contractor / Supplier / Bidder(bidder) the amount of any loss arising from such cancellation. A decision of the Purchaser or his nominee to the effect that a breach of the undertaking has been committed shall be final and binding on the Sub-contractor / Supplier / Bidder(bidder).

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

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

IN-805 Banned or de-listed Contractors:

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

IN-806

a) As a general rule, price negotiation with L1 Bidder(bidder)(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

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

c) Delivery schedule as mentioned above is our essential requirement. GRSE reserves the right to cancel the bid if the delivery requirement is not met.

d) Please forward your conBidder(bidder)ation on all commercial points for acceptance of your offer in tender data sheet.

e) In case your offer is not submitted in two separate given data sheet, the same is liable to be rejected.

****

STANDARD TERMS AND CONDITIONS OF SUPPLY
INDIGENOUS EQUIPMENT/MACHINERY.

Tender No…….
Date ……

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

COMPANY SEAL.

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

NOTE:

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

GSL STACs

I. DETAILS OF IMPORT CONTENT:

Firm to indicate Import content, if any in their offer. Also, Country of origin for all the imported items above Rs 5 Lakhs to be provided.

II. BIDDERS PROHIBITED FROM PARTICIPATION IN THE TENDER:

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 / seller is registered with the Competent Authority.

Exclusion: This clause will not be applicable to bidders from those countries (even if sharing land borders from India) to which Govt. of India has extended lines of credit or in which the Govt. of India is engaged in Developmental projects. Updated list of countries to which lines of credit or in which developmental project are undertaken are given in the website of Ministry of External affairs.

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 bidder 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.

A self declaration in this regard shall be submitted by bidder as per format attached at **Annexure XVIII.**

Model Certificate for Tenders (To be submitted by the bidder along with the Bids)

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

NOTE: **The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).**

III. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS

The bidder/ sellers shall give a declaration as per format attached at **Annexure XVIII** that they have not been banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder/ seller 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.

IV. FREIGHT:

The items/equipment shall be strictly dispatched by road transport preferably through GSL Authorized transporters on door delivery freight pre-paid basis. **The freight charges are to be included in the price.**The firm shall indicate the shipping and Billing address as per GST compliant format in their Offer.

V. INSURANCE:

The transit insurance of the consignment shall be arranged by Bidder/Seller covering all the risks up to the destination. **The Insurance premium charges are to be included in the price.** Bidder/Seller shall intimate the dispatch particulars to Head of the Department (Commercial), Goa shipyard Ltd, Vasco-da-Gama Goa, Immediately on dispatch by Fax/ email. The details shall be forwarded to GSL *by Fax. 0832-2512148 e-mail to asmitaprabhudessai@goashipyard.com, sureshlunavath@goashipyard.com*.

VI. PLACE OF SUPPLY :

The goods shall be delivered / supplied at GSL, Warehouse –I (Engg. Stores), Vaddem, Vasco-da-Gama, Goa.

VII. IMPORT LICENSE:

The Indian bidder/ seller shall obtain import license required, if any, from DGFT at their cost for import of components/parts, etc. GSL will provide End User certificate wherever applicable. The seller must submit draft "End User Certificate" (EUC) in their template duly filled up with all information on award of contract/PO in a time bound manner as agreed mutually. Buyer need 02 months time from date of receipt of draft copy for EUC from seller for issuing signed copy of EUC. Delay in submission of draft copy of EUC (duly filled up with all requisite

information) shall be in the account of seller. No delivery date extension shall be entertained in case of delay in submission of draft copy of EUC (duly filled up with all requisite information) by Seller.

VIII. EXPORT LICENSE:

The export license that may be required for delivery of various goods to GSL shall be arranged by the suppliers from the concerned authorities in their respective countries without any time and cost implications to GSL. The supplier should take into account the period required for obtaining such license while indicating delivery period and delay in supplies due to non-availability of such licenses shall not be normally accepted unless some force majeure development has occurred after acceptance of the order. The 'End User' certificate if required by the supplier for obtaining the license may be forwarded. The seller must submit draft "End User Certificate" (EUC) in their template duly filled up with all information on award of contract/PO in a time bound manner as agreed mutually. Buyer need 02 months time from date of receipt of draft copy for EUC from seller for issuing signed copy of EUC. Delay in submission of draft copy of EUC (duly filled up with all requisite information) shall be in the account of seller. No delivery date extension shall be entertained in case of delay in submission of draft copy of EUC (duly filled up with all requisite information) by Seller.

IX. TRIALS & COMMISSIONING ASSISTANCE

Service Engineer assistance charges for installation, Setting to Work (STW), Harbour Acceptance Trial (HATs), Sea Acceptance trials (SATs) & commissioning of equipment as detailed in SOTR to be indicated in price bid sl 2.

Further, beyond stipulated working days, minimum Service engineer charges (lumpsum)/day basis inclusive of to & fro travel boarding & Lodging, local conveyance etc. also to be indicated in price bid sl 8, valid till expiry of guarantee/warrantee period of the equipment, so that if the actual requirement of mandays exceeds those indicated by GSL, services could still be provided at this rate till the expiry of the guarantee/warrantee period of the equipment.

Man days spent by GSL for the rework & rectification arising due to malfunctioning & mismatching of equipment & items supplied will be charged to bidder/ seller's account and the same will be recovered from their pending bills.

Firm should depute Service Engineer for the above jobs within maximum 3 days of intimation from GSL if the service engineer is positioned at Goa or within maximum 7 days in case, outside Goa or within maximum 2 weeks if from abroad. Firm should inform GSL in advance the names of person/s who would be attending along with copy of passport and visa details by email to the dealing purchase officer, so that gate pass can be arranged in time. In case of local Indian service engineers, firm should furnish their PF (Provident Fund) and ESI (Employees State Insurance) salary numbers, and proof of contribution made against them. If they are out of the ambit of ESI, a copy of their salary certificate to be furnished. This is applicable even when they attend to defect rectification either in GSL or outside GSL.

Note: Incase of any additional mandays / trips consumed extra for any of the ships will be calculated and adjusted accordingly after commissioning of last ship (i.e. 8th ship) (inter alia usage of mandays is allowed). After commissioning of the last ship (i.e. 8th ship), any additional mandays / trips spent or left over mandays / trips shall be paid by GSL / refunded by the seller at the cost (per manday and per trip) as quoted & finalized.

X. COMPREHENSIVE & PART IDENTIFICATION LIST:

CPL & PIL (in soft & print form) if applicable (as indicated in TA/TNC), shall be to be forwarded by supplier along with the equipment

XI. BAR CHART / MONTHLY PROGRESS REPORT:

In order to monitor the progress of the manufacturing of the above equipment, where so stipulated the Firm shall submit the bar chart indicating major activities on cardinal events and major milestone along with the complete details of the subcontracted items within 6 weeks from the date of placement of order. Firm shall submit progressive report every month in the GSL prescribed format as per the **Annexure XV** so that the delivery of the equipment is ensured.

Firm should indicate imported components & Indigenous portion of supply. Order placed placement on imported & domestic vendor to be indicated in the progress report. Contact person for monitoring, follow-up etc. to be indicated.

XII. DOCUMENTS:

Firm shall provide requisite documents & drawings and manuals etc as applicable (both in soft & prints), for the equipment as per SOTR.

XIII. PRESERVATION & RE-PRESERVATION:

Equipment to be supplied in duly preserved condition & period to be indicated as per SOTR. The procedure for re-preservation to be supplied by the firm.

Re-preservation beyond the preservation period shall be carried out on extension basis as when required till delivery of the ship and price of the same to be indicated at sr. no. 7 of

the price bid. The no. of months for which re-preservation is applicable, shall be indicated by the firm in their offer.

In the case of any material requiring preservation till its final installation / fitment, 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 firm and should included in firm's manual. The detailed procedure for de-preservation prior to commissioning shall also to be furnished.

The items shall be duly preserved and supplied & also suitably re-preserved at GSL stores/ onboard the ship till the stage of commissioning of the ship. The delivery of ships Yard 1280-86 by Goa Shipyard to owner is tentatively scheduled during Feb 2025 - Feb 2028 (in the interval of 6 Months) respectively.Cost of preservation, re-preservation and de-preservation should be included in the prices. Assistance with material and tools for the above should be provided by the firm free of cost.

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.

XIV. DEVIATIONS & NON CONFORMITY:

The sizes of the equipment are required to be exactly as per Bidder's/ seller's binding drawing, to be submitted and approved by GSL & Indian Coast Guard (if applicable). In case it is not so and consequently resulted in rework to the seating prepared already as per their drawing, cost of the rework would be charged to Bidder's/seller's account by way of deductions from any outstanding amount payable to firm against this contract or any other contract with GSL. Firms are therefore requested to ensure that the actual sizes of the equipment match with your binding drawing. The scope of supply shall strictly confirm to SOTR. Any No deviation & non-conformity will be accepted unless such deviation & modification has the prior approval of GSL & Indian Navy.

XV. WEIGHT:

Total weight of the equipment / items would be printed on the packing list / package and the slinging position for lifting the package would be indicated on the package. Firm shall indicate estimated weight of the equipment & the components in "KGS" on the drawing.

XVI. PRODUCT SUPPORT (Life cycle support):

Product Service to Indian Navy to be complied as per SOTR.

XVII. SECRECY:

All information and property (such as materials, drawings, documents etc) given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The

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

Obligations of the contractor/SUPPLIER

(i) Without GSL's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.

(ii) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of GSL, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.

(iii) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from GSL to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.

(iv) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:

(aa) The contractor needs to share with the institution(s) participating in the financing of the contract;

(ab) now or hereafter is or enters the public domain through no fault of Contractor;

(ac) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from GSL; or

(ad) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

(v) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract/ the Tender Document or any part thereof.

(vi) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

XVIII. AGENTS / AGENCY COMMISSION:

The bidder/seller confirms and declares to the buyer (Tenderer) that the seller is the original manufacturer or Authorized Vendor of original manufacturer or Government Sponsored/ Designated Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/purchase order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract/Purchase Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract/Purchase Order, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/Purchase Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/Purchase Order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts/purchase orders concluded earlier with Buyer.

XIX. PENALTY FOR USE OF UNDUE INFLUENCE:

The seller undertakes 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 Buyer or otherwise in procuring the contract or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Govt. for showing or For bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Govt. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or any one employed by him on acting on his behalf as defined in Chapter IX of the

Indian Penal Code, 1860 or the prevention of corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with seller and recovered from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of undertaking has been committed shall be final and binding on the firm.

Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence the decision of GSL, directly or indirectly or any attempt to influence any officer/employee of GSL for showing any favor in relation to this or any other contract, shall render the seller to such liability/penalty as GSL may deem proper, including but not limited to termination of the contract, imposition of penal damages, for future of the Bank Guarantee and refund of the amount paid by GSL.

XX. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between Bidder/seller and Goa Shipyard Limited, Vaddem, Vasco-Goa (GSL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GSL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The Bidder/seller expressly agrees, acknowledges and understands that GSL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder/seller hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this contract and covenants not to sue Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Agreement.

XXI. DUTY OF PERSONNEL OF SUPPLIERS:

GSL being a Defence Public Sector Undertaking, Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

XXII. ACCESS TO THE BOOK OF ACCOUNTS:

In case, if it is found to the satisfaction of GSL, that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the GSL shall provide necessary information/ inspection of the relevant financial document/ information. Including a copy of the contract and details of payment terms between the vendors and agent engaged by him.

XXIII. ORDER ACKNOWLEDGEMENT:

In the event of an order resulting from the tender, an acknowledgement and acceptance of the order including all terms & conditions shall be submitted by the supplier, on a GSL prescribed format as per **Annexure XVIII** within 07 days from the date of order failing which the same will be deemed as accepted.

XXIV. PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS:

Firm shall submit the details of the pending orders from the other shipyards. The complete details shall include :- (i) Name of Customer, (ii) Purchase Order number & date, (iii) Original contractual date of delivery, (iv) Extended date of delivery, (v) Actual supplies made, reasons for the delay/pendency, if any, (vi) E.D.C. (Expected Date of Completion) etc.

XXV. RECOVERY OF SUMS DUE:

Whenever under this contract any sum of money is due and payable by the Bidder/seller/Contractor/ Supplier to GSL, GSL shall be entitled to recover such sum by appropriating in whole or in part, the Security Deposit if any, paid by the Bidder/Contractor/Supplier, if a security being insufficient or if no security has been taken form Bidder/Contractor/Supplier, then the total sum due/balance of the total sum due, as the case may be, shall be deducted and recovered from the sum due to the Bidder/Contractor under this or any other contract (with the Goa Shipyard Limited) and remaining balance due, if any, will be recovered through due process of law.

XXVI. LIMITATION OF LIABILITY:

"Seller's liability shall be limited to the obligations specified in the CONTRACT/ PURCHASE ORDER. Under no circumstances Seller shall be liable for any consequential or indirect damages of whatsoever nature incurred by the Buyer, including but not limited to loss of use, loss of production, loss of profit, loss of business, increase in operating costs or damages to its reputation. For all motives considered together arising out of CONTRACT/ PURCHASE ORDER or tort relating to performance of the CONTRACT/PURCHASE ORDER, Seller's liability shall be limited to **100%** of the total CONTRACT/PURCHASE ORDER value".

XXVII. SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that GSL may verify authenticity of all the documents/ certificate/ information submitted by the Bidder(s) against the tender. In case at any stage of tendering process or Contract/ PO execution etc., if it is established that Bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the tender/ contract conditions, GSL shall immediately reject the Bid of such Bidder(s) or cancel/ terminate the contract and forfeit EMD/ SD submitted by the bidder as applicable.

The Bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the Bid, that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/

information submitted by the Bidder is found to be false or forged, action as deemed fit may be initiated by GSL at its sole discretion

XXVIII. ACCEPTANCE & REJECTION OF FULL OR PART OF THE TENDER:

GSL reserves the right to accept or reject in full or part of the tender, or to withdraw the tender in toto, or to award the contract/ order in full or part, to one or more vendors/ contractors, without assigning any reasons thereof and without thereby incurring any liability to the affected bidder/ seller or any obligations to inform the affected bidder/ seller of the grounds for GSL action. The decision taken by GSL in this regard shall be final and binding.

XXIX. COMPLIANCE OF PROVISIONS OF ANTI-PROFITEERING RULE UNDER GST ACT 2017 :

1. Pursuant to Section 171 of Central Goods and Services Tax Act, 2017 ('CGST Act, 2017'), any benefit accruing on account of reduction in rate of GST or availment of input tax credit on goods or services or both on account of GST law by the SELLER/SUPPLIER shall be passed on to the BUYER/GSL by way of commensurate reduction in the price.

2. In case, BUYER/GSL notices any non-compliance of Section 171 of CGST Act, 2017 on the part of SELLER/SUPPLIER, the BUYER/GSL may make an application to the National Anti-Profiteering Authority against the respective supplier for passing on the benefits to the BUYER/GSL.

XXX. CORRECTION OF ERRORS:

Bid determined to be responsive will be checked by the GSL for any arithmetic error. Errors will be corrected by GSL as follows:

For tendering through E- Procurement:-

Where there is a discrepancy between the rates in excel format and the attachment to price bid (if applicable), the rates in attachment (.pdf format) to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate as quote will be considered.

XXXI. RANKING OF BIDDERS:

Ranking of price Bid shall be done on the basis of "overall landed least cost to GSL, exclusive of taxes & levies".

GSL reserves the right to close the Tender during the tendering process, without assigning any reasons, without any financial implication to GSL and GSL will not entertain any claims, of whatsoever nature, from the vendors. GSL also reserves the right to accept or reject the

tender, or to withdraw the tender in toto, without assigning any reasons thereof. The decision taken by GSL in this regard shall be final and binding to all suppliers.

XXXII. IPR (INTELLECTUAL PROPERTY RIGHTS) CLAUSE:

a) All intellectual property rights towards research, invention, know-how, design, drawings, documents and corresponding improvements on the design of the subject vessel shall remain with GSL. The subcontractor/supplier shall have no stake or any claim or use the subject design for any commercial advantage without the prior consent of GSL.

b) The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights of the OEM or their sub vendors applicable for the product & services delivered under this tender/contract.

c) The firm shall indemnify GSL against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the scope of work and completion of the supplies including Base and Depot spares, On Board Spares, all other spares, Special Maintenance Tools {SMTs)/ Special Technical Equipment (STEs), technical literature and training aggregates irrespective of the fact of Infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.

d) The vendor/contactor confirms that there is no violation of IPR of the products supplied or service(s) rendered. In case of infringement or trespass of a third party's IPR, whether knowingly or unknowingly, the contractor/vendor shall be solely responsible for all third party claims, actions, damages or proceedings and GSL will not be responsible /liable for the same, in any manner whatsoever.

e) Vendor/Contractor agrees to indemnify and keep indemnified the GSL from and against all liabilities, costs, claims, losses, expenses (including legal fees) and damages arising from or incurred by reason of any third party claim arising, directly or indirectly, out of any infringement or alleged infringement of the Intellectual Property Rights with respect to the product supplied or service(s) rendered.

XXXIII. PUBLICITY:

The firm is prohibited from making any publicity or to make any other public statement relating to or connected with Product and Services provided vide this Tender / Contract / Purchase order or the matters contained herein without obtaining the written consent from GSL. For purposes of this provision, Publicity shall include Notices, informational pamphlets, press releases, information posted on corporate or other websites, social media, research reports, posters and similar public notices.

XXXIV. CARTELIZATION:

The tenderers are expected to quote most competitive prices freely. Wherever all or most of the approved firms quote equal rates and cartel formation is suspected, GSL reserves the right to exclude the defaulters without assigning any reasons thereof. The firms who quote in cartel are warned that suitable penal action may be initiated (including debarring from future tenders) as per guidelines promulgated by government / GSL.

XXXV. INDEMNIFICATION:

The Bidder/Supplier/Contractor shall indemnify Goa Shipyard limited, against any or all liabilities, legal, financial or otherwise, which may arise during the currency of the order / contract as a result of the same due to non compliance of tender Terms and conditions or otherwise. The Bidder / Supplier / Contractor, his employees, licences, agents or Sub-Supplier/ Sub-contractor, while on site of GSL for the purpose of this contract, indemnifies GSL against direct damage and/or injury to the property and/or the person of GSL or that to employees, agents, Sub-Contractors / Suppliers of GSL occurring and to the extent caused by the negligence of the Bidder / Supplier / Contractor, his employees, licensees, 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. Any injury to the tenderer's employees, agents, Sub-Contractors / Suppliers or damage to his property/goods due to the negligence of the tenderer shall not be indemnified by GSL.

XXXVI. FRAUDULENT PRACTICE:

The Bidder shall not be eligible to participate to this tender enquiry where it has been determined by GSL that the bidder is engaged in corrupt or fraudulent practices. Firms that are blacklisted/debarred/kept on vendor holiday by GSL will not be eligible to participate in the tender. The bid, if received, from such firms/bidders will not be considered.

During tendering process or during the execution of contract if it is found that the documents submitted by the bidders are unauthentic / fake / forged/ misleading, then the bid of such bidder will be rejected. GSL reserves the right to cancel / terminate the contract and forfeit EMD/SD submitted by such bidders. Further, such bidders shall be dealt with for debarment or suspension

of business dealing or kept on vendor holiday as per GSL procedure.

XXXVII. SUBMISSION OF OFFERS:

a. In the tender either Indian agent/authorised representative on behalf of Principal / OEM or Principal / OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. In such cases offer submitted by OEM only shall be considered.

b. If an agent/authorised representative submits bid on behalf of the principal/OEM, the same agent / authorised representative shall not submit a bid on behalf of another Principal / OEM in the same tender for same item / product. In such cases offers submitted by the agent / authorised representative shall not be considered.

XXXVIII. FORCE MAJEURE (Not part of tender. To be incorporated on request from vendor):

If at any time during the execution of the goods / service order, the performance in whole or in part by either Purchaser or and by the Bidder(s) / Supplier(s) / Contractor(s) is / are delayed by any reason of force majeure situations such as acts of civil war, civil commotion, sabotage, war, fires, explosions, epidemics, natural calamities like floods, earthquakes, volcanoes, storms, acts of God or any other causes beyond the control of either parties, hereinafter referred to as "events", provided notice of the occurrence of such event/s is / are communicated by either party, to the other party within 21 days from the date of occurrence thereof, neither party shall by reason such events be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance and or delay in performance of the contract / order. Executions on either side shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of Purchaser as to whether activities can resume or not, shall be conclusive and final. Occurrence of the events to be certified by Chamber of Commerce / Indian High Commission or Embassies / Government in that Country.

XXXIX. PUBLIC GRIEVANCE CELL:-

A Public Grievance Cell headed by Shri. M Subramanian, HoD (Commercial) (msubramanian@goashipyard.com)has been set up in the Company. Members of public having complaints or grievances related to contract and payments, MSE related issues are advised to contact him on Wednesday between 10.00 hours and 12.30 hours in his office at Goa Shipyard Ltd, Vaddem House, Vasco-Da-Gama, Goa, India or send their complaints / grievances to him in writing for redressal.

XL. VALIDITY:

The Offer for the equipment shall be valid for **180 days** from the date of **opening of tender.**

The Bid for OBS with partnos. and item-wise price with validity of **180 days** from the date of **opening of price Bid**.

Submission of Bid for B&D spares with part nos. and item wise price with validity of **18 months from the date of price Bid opening.**

Extension of validity in above cases will be sought as required.

Date……. Signature…….
Place…… Name……..
Designation…….
Seal……..

Goa Shipyard Ltd.

STANDARD TERMS AND CONDITIONS ACCEPTANCE MATRIX
INDIGENOUS EQUIPMENT/MACHINERY.

Tender No…….
Date ……

STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACKS CLAUSE NO.	BIDDER'S REMARKS

COMPANY SEAL.

SIGNATURE ……
NAME ……
DESIGNATION……
COMPANY NAME & ADDRESS
……
……

NOTE:

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

ANNEXURE XIV

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

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

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

2. I / We hereby provide following declaration:

a. I/We are the manufacturer or service provider and not a trader.

b. The percentage of local content for the subject procurement works to ___ and that the goods offered meet the minimum local content requirement for Class-I / Class-II local supplier.

c. Further, the details of the location(s) at which the local value addition is made are as given supplierow:

_____
_____
_____

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

e. I/We are not bankrupt or under any liquidation proceedings with NCLT etc.,

f. I/We have not been banned or de-listed by any Government or quasi Government agencies or PSUs in India.

g. I/We, hereby confirm that we shall not withdraw the bid till the finalization of the contract.

h. All the documents/declarations/certificates/information submitted by us against the tender enquiry are genuine.

i. Shipyard may verify the authenticity of the documents/ certificate/ information submitted by us against the tender enquiry. In case, at any stage of tender till conclusion of the contract, if it is established that the documents/ declarations/ certificates/ information submitted by us is forged or false or in case of our failure to produce relevant supporting documents within stipulated time specified by Shipyard or withdrawal of bid by us before finalization of Contract/PO or if we go under liquidation/bankruptcy, we shall have to intimate the same to shipyard immediately and we shall be liable to be debarred/our bid rejected/ EMD/SD forfeited, contract/PO cancelled/debarred from participating in future shipyard's tender enquiries.

(Signature of the BIDDER)

Full Name & Address:

Mobile No.:

Seal of the firm:

Date:

Annexure XV

GRSE and GSL LIMITED

On Firm's letter Head.

Sub: Confirmation for claiming exemption by MSE

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

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

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

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

(Signature of the Tenderer)

Full Name & Address of the Company

Mobile No.

Seal of the firm if registered.

Date:

ANNEXURE XVI

SUPPLIER NAME & ADDRESS: _____

MONTHLY PROGRESS REPORT

EQUIPMENT NAME: _____

PURCHASE ORDER NO.: _____

EQPT PHOTOGRAPH

PREPARED BY CHKD BY

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1. MILESTONES

Date of dispatch / delivery date for 1st yard: _____
Date of dispatch / delivery date for 2nd yard: _____

2. AREAS OF CONCERN

3. POINTS CARRIED FORWARD FROM PAST REPORTS

4. REMEDIAL ACTION

a. By Customer:

b. By Firm/ Supplier:

5. **DELIVERY STATUS***(Bar chart to be provided indicating major milestones. Status as per Bar chart to be indicated)*

6. RECORD OF PROGRESS REPORTS SENT

Issue No.	Status as on	Remarks
1		
2		
3		
4		
5		
6		
7		

7. LIST OF RECIPIENTS

a. Customer –
b. Supplier

8. PURPOSE

A. CONTRATUAL DETAILS:
   1. PO NO. _____ dated _____ Qty _____ For Yard No _____
   2. PO NO. _____ dated _____ Qty _____ For Yard No _____

B. SCOPE: Supply of _____

C. BINDING DOCUMENTS TO BE SUBMITTED AS PER CONTRACT : *(drawings & data sheets)*

9. SCHEDULES FOR DELIVERY

Sr. No.	PO No.	Yard	Contractual Delivery Date	Planned Estimated Deliveries
1		Yd ____		
2		Yd _____		

10. QUERIES/ HOLD UPS

i. From Customer:

ii. From Supplier:

11. INPUTS REQUIRED FROM THE CUSTOMERS FOR FURTHER ACTION

Inputs required within a month

a. By Customer

b. By Supplier

12. STATUS / PHOTOGRAPHS:

13. **COMPONENT LEVEL PROGRESS REPORT (MICRO LEVEL)**

Sr.No.	Category	M-Mech / E-Elect	Item (Component Description)	Enquiry	PO	Prod	Recd	Planned/ Receipt Date
1	import							
2	import							
3	import							
4	import							
5	indigenous							
6	indigenous							
7	indigenous							
8	indigenous							

14. PROJECT MILESTONE DATES (BAR CHART)

EQPT NAME											
Sr. No.	**Major Activities**	**Completion Date**	**20__**				**20__**				
1	Receipt of order										
2	Submission of dwgs										
3	Submission of QAP										
4	Approval of Drawings										
5	Approval of QAP										
6	Procurement										
7	1st Ship set										
	Manufacturing of parts										
	Assembly Integration & FAT										
	Receipt at GSL/ Dispatch at FOB										
8	2nd Ship set										
	Manufacturing of parts										
	Assembly Integration & FAT										
	Receipt at GSL/ Dispatch at FOB										
	Manufacturing of parts										
	Assembly Integration & FAT										
	Receipt at GSL/ Dispatch at FOB										

Note: The major activities listed above are only for guidance/ reference. However supplier has to list all the activities pertaining to the project / equipment.

Date……. Signature…….

Place…… Name……..

Designation…….

Seal……..

ANNEXURE XVII

PURCHASE ORDER ACCEPTANCE

From: _____
_____
_____
_____

To,
Concern Shipyard's name and address

K.A.: Concern Commercial officer name

Dear Sir,

We M/s _____

Confirm having received your Purchase order No. _____ dated _____ along with its enclosures.

We have pleasure in accepting your above order as per various terms and conditions stipulated therein.

Yours Faithfully

For_____

Date……..
Place……

Signature…….
Name……
Designation……..
Seal…….

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

	PART-I (Technical Compliance Matrix) Annexure-XIX
	ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC (05 ships will be built by GRSE, 03 ships built by GSL)
	E- TENDER NO:
	NAME & ADDRESS OF THE BIDDER * -
	BIDDER'S REFERENCE NO./DATE * -
	CONTACT NO., FAX NO, e-mail OF THE BIDDER* -

Enquiry Sl. No.	Yard	Material Code	Material Description-Short	Material Description- details	Qty Required for 01 ship	UOM	HSN/ SAC Code *	Name of Supply State/UT *	Quoted(Yes/No)*	Deviation taken by firm if any *	Deviation taken by firm if any *
1	3063	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
2	3063	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					

3	3063	640201000500	STRONG BACK ASSEMBLY AS PER SOTR	STRONG BACK ASSEMBLY AS PER SOTR	2	ST					
4	3063	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
5	3063	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
6	3063	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
7	3063	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
8	3063	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					
9	3063	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
10	3063	640201000600	DOCKSIDE HOME SUPPORT EQUIPMENT	DOCKSIDE HOME SUPPORT EQUIPMENT	2	ST					
11	3063	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
12	3063	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
13	3063	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
14	3063	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
15	3063	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					

16	3063	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
17	3063	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
18	3063	640201000700	MIL-STD SHOCK,NOISE & VIBRATION_GT&GTMSS	MIL-STD SHOCK,NOISE & VIBRATION_GT&GTMSS	1	ST					
19	3063	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
20	3063	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
21	3063	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
22	3063	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
23	3064	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
24	3064	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
25	3064	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
26	3064	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
27	3064	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
28	3064	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					

29	3064	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					
30	3064	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
31	3064	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
32	3064	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
33	3064	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
34	3064	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
35	3064	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					
36	3064	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
37	3064	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
38	3064	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
39	3064	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
40	3064	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
41	3064	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					

42	3065	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
43	3065	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
44	3065	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
45	3065	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
46	3065	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
47	3065	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
48	3065	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					
49	3065	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
50	3065	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
51	3065	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
52	3065	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
53	3065	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
54	3065	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					

55	3065	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
56	3065	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
57	3065	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
58	3065	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
59	3065	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
60	3065	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
61	3066	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
62	3066	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
63	3066	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
64	3066	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
65	3066	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
66	3066	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
67	3066	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					

68	3066	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
69	3066	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
70	3066	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
71	3066	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
72	3066	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
73	3066	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					
74	3066	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
75	3066	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
76	3066	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
77	3066	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
78	3066	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
79	3066	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
80	3067	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					

81	3067	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
82	3067	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
83	3067	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
84	3067	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
85	3067	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
86	3067	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					
87	3067	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
88	3067	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
89	3067	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
90	3067	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
91	3067	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
92	3067	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					
93	3067	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					

94	3067	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
95	3067	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
96	3067	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
97	3067	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
98	3067	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
99	1291	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
100	1291	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
101	1291	640201000500	STRONG BACK ASSEMBLY AS PER SOTR	STRONG BACK ASSEMBLY AS PER SOTR	2	ST					
102	1291	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
103	1291	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
104	1291	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
105	1291	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
106	1291	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					

107	1291	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
108	1291	640201000600	DOCKSIDE HOME SUPPORT EQUIPMENT	DOCKSIDE HOME SUPPORT EQUIPMENT	2	ST					
109	1291	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
110	1291	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
111	1291	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
112	1291	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
113	1291	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					
114	1291	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
115	1291	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
116	1291	640201000700	MIL-STD SHOCK,NOISE & VIBRATION_GT&GTMSS	MIL-STD SHOCK,NOISE & VIBRATION_GT&GTMSS	1	ST					
117	1291	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
118	1291	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
119	1291	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					

120	1291	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
121	1292	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
122	1292	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
123	1292	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
124	1292	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
125	1292	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
126	1292	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
127	1292	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					
128	1292	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
129	1292	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
130	1292	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
131	1292	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
132	1292	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
133	1292	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					

134	1292	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
135	1292	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
136	1292	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
137	1292	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
138	1292	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
139	1292	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
140	1293	640201000300	LM 2500 IEC GAS TURBINE	LM 2500 IEC GAS TURBINE	1	ST					
141	1293	640201000400	STATIC FREQUENCY CONVERTOR (SFC)	STATIC FREQUENCY CONVERTOR (SFC)	1	ST					
142	1293	640201750300	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	OBS_2 YEARS EXPLOITATION OF GAS TURBINE	1	ST					
143	1293	640201950300	FIRST SUBMISSION OF BINDING DATA FOR GT	FIRST SUBMISSION OF BINDING DATA FOR GT	1	ST					
144	1293	640201950200	DOCU_ GAS TUEBINE AS PER SOTR	DOCU_ GAS TUEBINE AS PER SOTR	1	ST					
145	1293	640201130000	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	DE-HUMIDIFIER WITH REQUIRED ACCESSORIES	1	EA					
146	1293	640201140000	HIGH PRESSURE TUBING RINSE KIT	HIGH PRESSURE TUBING RINSE KIT	1	EA					

147	1293	640201810200	SPECIAL TOOLS_GT AS PER TSP/SOTR	SPECIAL TOOLS_GT AS PER TSP/SOTR	1	ST					
148	1293	SER08323	TRAINING FOR GAS TURBINE	TRAINING FOR GAS TURBINE	1	LS					
149	1293	SER08324	SERVICES OF ENGINEERS FOR GAS TURBINES	SERVICES OF ENGINEERS FOR GAS TURBINES	1	LS					
150	1293	640201601200	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	GAS TURBINE MARINE SUPPORT SYSTEM(GTMSS)	1	ST					
151	1293	640201952000	DOCUMENTATION FOR GTMSS AS PER SOTR	DOCUMENTATION FOR GTMSS AS PER SOTR	1	ST					
152	1293	640201952050	FIRST SUBMISSION OF BINDING DATA_GTMSS	FIRST SUBMISSION OF BINDING DATA_GTMSS	1	ST					
153	1293	640201752000	OBS_TWO YEARS EXPLOITATION OF GTMSS	OBS_TWO YEARS EXPLOITATION OF GTMSS	1	ST					
154	1293	640201812000	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	SPECIAL TOOLS FOR GTMSS(AS APPLICABLE)	1	ST					
155	1293	SER08325	SERVICES OF ENGINEERS FOR GTMSS	SERVICES OF ENGINEERS FOR GTMSS	1	LS					
156	1293	SER08326	TRAINNING FOR GTMSS OF ENGINEERS	TRAINNING FOR GTMSS OF ENGINEERS	1	LS					
157	1293	SER07739	SER_INSTALLATION & COMISSIONING_GTMSS	SER_INSTALLATION & COMISSIONING_GTMSS	1	LS					
158	1293	SER07740	SER_INSTALLATION & COMISSIONING_GT	SER_INSTALLATION & COMISSIONING_GT	1	LS					
159			Reduction for pre-ponement of delivery per annum basis in %		1	p.a		-	-		

160			Charges for delivery postponement per annum basis in %		1	p.a		-	-		
161			Charges for warranty extension per annum basis in %		1	p.a		-	-		
162			Service Engineer charges including to & fro travel, lodging, boarding & local conveyance on per day basis		1	**ST**					
163			Preservation & Re preservation & De preservation charges per preservation for extendable 06 Year period in Percentage		1	**ST**					

	Note:
	(a) Bidder has to quote as per system requirement as per SOTR/PRE BID MEETING/MOM of TNC as a complete package.
	(b) Inspection: As per SOTR . Prices quoted are inclusive inspection charges for Drawing Approval/ QAP approval /Type Test/FAT/In-process Inspection/On board Inspection wherever applicable as per SOTR requirement.
	(d)Bidder has to quote for warrantee extension charges, reduction for delivery preponement and charges for delivery postponement in % in price bid . This is optional part which will not be ordered at present but will be applied , if required in future. Price should not be mentioned in anywhere other than price bid.

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GRSE
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

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

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

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

Sl. No.	Part No.	Material Description	Qty Required per ship	Qty Required for 08 ships	UOM
1				0	
2				0	
3				0	
4				0	
5				0	
6				0	
7				0	

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

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

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

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

Sl. No.	Part No.	Material Description	Qty Required per ship	Qty Required for 08 ships	UOM
1				0	
2				0	
3				0	
4				0	
5				0	
6				0	
7				0	

जी आर एस ई
GRSE
गार्डेन रीच शिपबिल्डर्स एंड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Ltd.
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(A Government of India Undertaking, Ministry of Defence)
CIN NO.: L35111WB1934GOI007891

ANNEXURE-A-2 (TECHNICAL BID - OBS Break-up)

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

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

Sl. No.	Item Part No./ Model No./ Sl. No.	Item Description	Qty Required per ship	Qty Required for 08 ships	UOM
1				0	
2				0	
3				0	
4				0	
5				0	
6				0	
7				0	

8				0	
9				0	
10				0	
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12				0	
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27				0	

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

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.

2. Data furnished as OBS should also include software backups, as applicable.

3. In 'Remarks' column following information (if applicable) be given:

(a) If an item has a shelf/operational life it be marked as 'G' and life indicated

(b) Matching set of components be indicated

जी आर एस ई
GRSE
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Garden Reach Shipbuilders & Engineers Ltd.
(भारत सरकार का उपक्रम, रक्षा मंत्रालय)
(A Government of India Undertaking, Ministry of Defence)
CIN NO.: L35111WB1934GOI007891

ANNEXURE-A-3 (TECHNICAL BID - Tools Break-up)

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

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

Sl. No.	Item Part No./ Model No./ Sl. No.	Item Description	Qty Required per ship	Qty Required for 08 ships	UOM
1				0	
2				0	
3				0	
4				0	
5				0	
6				0	
7				0	
8				0	
9				0	
10				0	

11				0	
12				0	
13				0	
14				0	
15				0	
16				0	
17				0	
18				0	
19				0	
20				0	
21				0	
22				0	
23				0	
24				0	
25				0	

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

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.

2. Data furnished as OBS should also include software backups, as applicable.

3. In 'Remarks' column following information (if applicable) be given:

(a) If an item has a shelf/operational life it be marked as 'G' and life indicated

(b) Matching set of components be indicated

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ANNEXURE-A-4 (TECHNICAL BID - Installation & Commissioning Spares Break-up)

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

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

Sl. No.	Item Part No./ Model No./ Sl. No.	Item Description	Qty Required per ship	Qty Required for 08 ships	UOM
1				0	
2				0	
3				0	
4				0	
5				0	
6				0	

7				0	
8				0	
9				0	
10				0	
11				0	
12				0	
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14				0	
15				0	
16				0	
17				0	
18				0	
19				0	
20				0	
21				0	

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

Notes:-

1. Data regarding maintenance spares / stores like lubricants, sealing compound, gases should be given separately giving source of supply.

2. Data furnished as OBS should also include software backups, as applicable.

3. In 'Remarks' column following information (if applicable) be given:

(a) If an item has a shelf/operational life it be marked as 'G' and life indicated

(b) Matching set of components be indicated

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Annexure-XX

COMMERCIAL ACCEPTANCE MATRIX

Name of Equipment/Item: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

GRSE Tender No.			
Bidder's name:			
Bidder's offer Ref:			
Indigenous /Local Content in %			
Foreign Content in %			
Currency :- Base Rate considered in bid :-			
NIT Clause Sl. No.	**NIT Clause**	**Acceptance of Bidder**	**Details of Deviation**

	Clauses of Commercial Terms and Conditions(Annexure-II) are as follows:		
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(A Government of India Undertaking, Ministry of Defence)
CIN NO.: L35111WB1934GOI007891

Annexure-XXI

ACCEPTANCE FORMAT (MATRIX) OF SOTR

ITEM: GAS TURBINES AND GAS TURBINE MARINE SUPPORT SYSTEM EQUIPMENT (MSS) for NGC(05 ships will be built by GRSE, 03 ships built by GSL)

Tender Ref No:

SOTR No. GT50810001M Rev. 00

COMPANY NAME & ADDRESS *	
NAME & DESIGNATION *	
CONTACT DETAILS (e-MAIL-ID, FAX NO., PHONE NO., MOBILE NO.) *	
OFFER REFERENCE NO./DATE*	

SOR No. :	**GT56130000M Rev. 0**

SOTR SL NO	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)	SOTR SL NO	Bidder's Remarks	Bidder's Comments (reference of technical offer clause must be indicated in case of deviation)

Chapter 1			**Chapter 3**		
1.1			**3.1**		
1.2			**Chapter 4**		
1.3			**4.1**		
1.4			**4.2**		
1.5			**4.3**		
1.6			**4.4**		
1.7			**Appendix-A**		
1.8			**Appendix-B**		
Chapter 2			**Appendix-C**		
2.1			**Appendix-D**		
2.2			**Appendix-E**		
2.3			**Appendix-F**		
2.4			**Appendix-G**		
2.5			**Appendix-H**		
2.6			**Appendix-I**		

2.7			**Appendix-J**		
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2.20					

Note :

1. Bidders should read the SOR included in the Tender carefully prior to filling up this acceptance format.

2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.

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

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

5. SOR Sl Numbers shown in the format includes the Sub Sl No under them also.

Digitally signed by ABHIJIT MAHATO
Date: 2026.10.16 16:58:33 IST
Location: PSUs of Ministry of Defence-DEFPSU