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गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड

Garden Reach Shipbuilders & Engineers Limited
(भारत सरकार का उपक्रम)
(A Govt. of India Undertaking)

रक्षा मंत्रालय

43/46 गार्डन रीच रोड,

कोलकाता - 700 024

Ministry of Defence

43/46 Garden Reach Road,

KOLKATA - 700 024

Emails: mtl.eproc@grsel.co.in

दूरभाष Phone: 033-24698100

(14 लाईन/Lines) विस्तार/Extn: 310

033-24693902 (सीधा /Direct)

फैक्स/FAX: 033-24692020

CORRIGENDUM

TENDER NO. NC.M/OT/IMP/KD/ET-0/773

UPLOADED DATED 05-09-17 (DUE ON 17-10-17

FOR SUPPLY OF 3D Plate Bending Machine

THE DUE DATE OF SUBMISSION OF OFFER OF ABOVE TENDER

EXTENDED UPTO 25.10.2017 12.00 NOON)

ALL OTHER TERMS & CONDITIONS OF THE TENDER ENQUIRY REMAINS UNALTERED.



Signatory Authority



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रक्षा मंत्रालय

43/46 गार्डन रीच रोड,

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दूरभाष: Phone: 033-24686100

(14 लाईन/Lines) विस्तार/Extn: 318

033-24683902 (सीएम /Direct,

ऑफिस FAX: 033-24682020

CORRIGENDUM

TENDER NO. NCM/DT/IMP/KD/3D PLATE BENDING
UPLOADED DATED 17/09/17 (DUE ON 19/09/17)

FOR SUPPLY OF PROCUREMENT OF 3D PLATE BENDING MACHINE WITH ACCESSORIES.

THE DUE DATE OF SUBMISSION OF OFFER OF ABOVE TENDER
EXTENDED UPTO 17.10.2017 . 12 NOON

ALL OTHER TERMS & CONDITIONS OF THE TENDER ENQUIRY REMAINS UNALTERED.

Signatory Authority

MACHINE IET - 01773



Garden Reach Shipbuilders & Engineers Limited

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CORRIGENDUM

ITEM- supply of 3D PLATE BENDING MACHINE AND ACCESSORIES for GRSE SBS Shop

E- TENDER NO- NCM/OT/IMP/KD/3D PLATE BENDING MACHINE/ET-01773

- 1. Integrity Pact:** Bidder(s) is/are required to sign "Integrity Pact" as per attached prescribed format and same should be submitted along with "Bid" & its each pages must be duly signed by the competent authority of company. The bids shall be categorically rejected, in case of failure on the part of the bidder to submit the same "Integrity Pact".
- 2. The Due date of Submission of offer of above tender is hereby extended upto 10.10.2017 (12.00Hrs)**

All other terms and conditions remains the same .

Signature Authority



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INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS

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

INTEGRITY PACT



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

and

..... hereinafter referred to as “ the Bidder / Contractor”

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

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

Contd....2



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

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

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

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

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

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

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

Section 4 – Compensation for Damages.

- (1) If the *Principal* has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to earnest Money Deposit /Bid Security.
- (2) If the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Contd....3



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Section 5, - Previous Transgression

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

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

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

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

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

Section 8 – Independent External Monitor /Monitors

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) /Subcontractor(s) with confidentiality.
- (4) The Principal will *provide* to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.
- (5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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



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

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

Section 9 – Pact Duration:

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

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

Section 10 – Other provisions:

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

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

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

Place.....

Date.....

Witness 1:
(Name & Address)

.....
.....

Witness 2:
(Name & Address)

.....
.....



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ANNEXURE TO INTEGRITY PACT

GUIDELINES ON INDIAN AGENT OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with GRSE shall apply for registration in the prescribed Application – Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public / Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission / remuneration / salary / retainer ship being paid by the principal to the agent before the placement of order by GRSE.

1.2 Wherever the Indian representatives have communicated on behalf of their principals the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS / REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer :

2.1.1 The name and address of the agents / representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent / representative is a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission / remuneration included in the quoted price(s) for such agents / representatives in India.

2.1.3 Confirmation of the Tenderer that the commission / remuneration if any, payable to his agents / representatives in India, may be paid by the Tenderer in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers :

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents / representatives.

2.2.2 The amount of commission / remuneration included in the price (s) quoted by the Tenderer for himself.

Contd2



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2.2.3 Confirmation of the foreign principals of the Tenderer that the commission / remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by GRSE in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission / remuneration, if any payable to the agents / representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph – 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by GRSE. Besides this there would be a penalty of banning business dealings with GRSE or damage or payment of a named sum.



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(भारत सरकार का उपक्रम) (A Govt. of India Undertaking) / (रक्षा मंत्रालय) (Ministry of Defence)
P-2/2, Taratala Road, Kolkata – 700 088
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< > CIN :: U35111WB1934GOI007891 < >

ANNEXURE - II (TECHNICAL OFFER)

ITEMS: PROCUREMENT OF 3D PLATE BENDING MACHINE WITH ACCESSORIES

Tender No. : NCM/OT/IMP/KD/3D PLATE BENDING MACHINE/ ET-01773

NAME & ADDRESS OF THE BIDDER *

BIDDER S REFERENCE NO. & DATE *

CONTACT NO., FAX NO, E-MAIL OF THE BIDDER*

Sl.	INDENTER	INDENT NO	MATERIAL CODE	Ind. Sl. No.	Material Description	Quantity Req.	Uom	HSN/SAC Code *	Name of Supply State/UT	Technical Remarks*	Accepted (Yes/No)*
1	SBS	1200003352		10	3D Plate Bending M/C with accessories Copy of SOR and Indent No. 1200003352 attached	1	AU				

*- Mandatory Field

NOTE - (i) Rate not to be quoted in this page.

(ii) Delivery list to be attached and uplodged seperately alongwith the technical details as per SOR.



Garden Reach Shipbuilders & Engineers Limited

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GLOBAL TENDER NOTICE

Tender No.

(Instructions to Bidders is placed at Annexure I)

1. Offers are invited in two bid system through GRSE e-procurement mode from the **vendors/manufacturers** having experience for supply of 3D PLATE BENDING MACHINE AND ACCESSORIES for GRSE SBS Shop as per specification & scope mentioned in **Annexure "II"**. For any clarification on techno-commercial issues, please write to us on email id: kumar.sandeep@grse.co.in

(NOTE: > MSEs will be allowed to participate against tender enquiries without submission of prior experience and prior turnover details even if asked for in the tender enquiry).

2. Date of Pre-Bid Meeting (if required) : Not Applicable
3. Last date of Receipt of Tender on portal : 26-09-17
12:00 hrs. Indian Standard Time (IST).
4. Date & Time of opening of Tender : 26-09-17 at 14.30 hrs. IST.
5. Description of Material (in brief) : 3D PLATE BENDING MACHINE AND ACCESSORIES
6. Technical Specification & Scope of Supply : **As per enclosed Annexure II.**
7. Other Commercial Terms : As per enclosed **Annexure III,IV,VI,VII&VIII**
8. Delivery/ Shipment : As specified in **Annexure IV, Clause No 2.**
9. **Tender can be down loaded** from GRSE web site www.grse.nic.in and can be viewed from <http://eprocure.in/cppp> also.

10. EMD & Tender Fees Submission:

(a) **Earnest Money Deposit (EMD): INR 2,00,000.00 (Indian Rupees Two Lakh only)** or in equivalent currency of USD/EURO in form of Demand Draft **or** Bank Guarantee with validity for six months from last due date / extended due date of this tender in favour of M/s Garden Reach Shipbuilders & Engineers Limited, Kolkata is required to be submitted. EMD Bank Guarantee shall be as per GRSE format (**Refer Annexure IX**), attached herein to be issued by reputed scheduled bank (other than cooperative bank).

(b) **Tender Fees:** A non-refundable amount of INR 500.00 or equivalent USD/EURO.

Note:

(i) Tender Fee and EMD to be sent in an envelope to GRSE (Address : AGM(Import), Garden Reach Shipbuilder & Engineers Ltd., Taratala Unit,P-2/2, Taratala Road Kolkata -700088, clearly indicating the Tender No. & Due Date, so as to reach us **before the Tender Opening Date & Time.** GRSE shall not be responsible for postal delay etc. Offers submitted **without Tender Fee and EMD** within specified time will be treated as non-responsive and will be **summarily rejected.**

(ii) **Scanned copies of the EMD & Tender** Fee are to be submitted as enclosure to the Techno- commercial bid.

(iii) BENEFITS BEING ACCORDED TO THE MICRO & SMALL ENTERPRISES VENDORS REGARDING IMPLEMENTATION OF POLICIES FOR MICRO & SMALL ENTERPRISES, 2012

(aa) 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.

(bb) Document, Entrepreneurs Memorandum **(EM Part-II)** for manufacture/supply of concerned equipment/item/materials, must be submitted along with the offer for such purpose to claim the benefit.

(cc) Following facilities/benefits will be given to MSEs :-

- (i) Issue of Tender Sets free of cost.
- (ii) Exemption from 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 additionally be exempted from submitting the security deposit.**

(dd) 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 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

To avail this purchase preference, submission of EM-II certificate is mandatory failing which the benefit will not be accorded.

(ee) 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 20% of the order value equally.

(ff) 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.

(gg) 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. **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.

(hh) 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.

Note:

GRSE registered vendors who are not registered under single point registration with NSIC are required to submit EMD.

11. Evaluation Methodology & Criterion:

- a) **For Price Comparison for L-1 determination: Item wise price along with documentation (if any) will be considered.**
 - b) For price comparison & evaluation purpose the Foreign Exchange conversion rate to INR shall be taken as on final date of Bid Submission. If the conversion rates on the date of Bid Submission is not available, the rates available of next working day shall be taken into consideration for evaluation.
12. Any Corrigendum to this tender will be uploaded in GRSE E-Procurement website and GRSE web site only. Bidders are requested to go through the GRSE E-Procurement website and GRSE web site before final due date and final submission of bid.
13. GRSE reserves the right to cancell the tender at any stage without assigning any reason whatsoever and NIL financial implication.

Annexures:-

Annexure – I	:	Instructions to Bidders
Annexure – II	:	Technical offer/ Technical Bid/Scope of Supply (SOR)
Annexure – III	:	Commercial offer for Indigenous Vendors/Manufacturers.
Annexure – IV	:	Commercial offer for Foreign Vendors/Manufacturers.
Annexure – V	:	Price Bid Format
Annexure – VI	:	Special Commercial Terms & Conditions & Matrix Acceptance.
Annexure – VII	:	Standard Terms & Conditions (INDIGENOUS vendors) & Matrix Acceptance
Annexure – VIII	:	Standard Terms & Conditions (FOREIGN vendors) & Matrix Acceptance.
Annexure – IX	:	PBG/SDBG/EMD FORMAT

(Annexure II and V are to be filled online).

Addl. General Manager (P17A,Import, B&D),
M/s. Garden Reach Shipbuilders & Engineers Limited,
43/46, Garden Reach Road,
Kolkata-700024 (INDIA)

INSTRUCTIONS TO BIDDERS

E-TENDER NO. : NCM/OT/IMP/KD/3D PLATE BENDING MACHINE/ET- Dated
ITEM : 3D Plate Bending Machine and Accessories
INDENT NOS. : 1200003352 Dated 10.07.2017

1. **Scope of Supply:** **As per Annexure II** for 3D Plate Bending Machine and Accessories.
2. **SDBG & PBG:** Security Deposit / Contract Performance Bank Guarantee of 5% & Performance Bank Guarantee of 10% of PO value are applicable for this tender.
3. **WEB Clause:** Bids are required to be submitted in **TWO parts** (Techno-Commercial bid & Price bid) in **e-procurement mode** through our **e-portal <https://www.grse.nic.in/E-tender>** wherein all **Data Sheets** are available for download. Bidders need to download all Data sheets from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Price bid needs to be filled up in the given price bid data sheet only, if any other attachment regarding price is found, the offer will be treated as cancelled. A blank copy of Price bid is to be attached along with Techno-Commercial bid so as to verify that the items quoted confirm to the tender and SOTRs/Specification a scope mentioned in Annexure II / Matrix.
 - (a) **Part A:** Techno-Commercial bid (it must contain only technical & commercial points **and must not contain any price**).
 - (b) **Part B:** Price bid (containing only price).
4. **Acceptance Format:** The Acceptance formats are to be downloaded from the e-tender portal and after due completion the same is to be uploaded along with the e-quotation by the vendor. This is to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the e-tender. The following is to be complied:-
 - (a) The supplier should clearly indicate the clauses in the specification not being complied with (if any). In the absence of a clear acceptance statement, it will be assumed that the material supplied will meet the requirements in full.
 - (b) No conditional offer and hard copy of offer will be accepted.
 - (c) **Tender must contain offers/response for all line items.**
4. **Validity of Offer:** Offer must be valid for **180 days** from Tender Opening date. However, Offer for B&D Spares(where applicable) has to be kept valid for 180 days from due date /extended due date of bid opening.
5. **Bid Rejection Criteria:** Bidders should ensure to confirm their unconditional acceptance to the following terms specifically, **as deviations taken in any of the said terms may lead to rejection of their offer** –
 - (i) Acceptance to clauses of Liquidated Damages, Risk Purchase, Force Majeure and Arbitration.
 - (ii) Acceptance to clauses of Replacement of Rejection, Guarantee/Warranty and After Sales Support.
 - (iii) Acceptance to required Inspection, Test Certification etc. Delivery Schedule and Validity (as above)

(iv) Submission of Technical Offer / Literature along with Compliance Matrices / Templates and B&D List in ILMS format if applicable.

SPECIAL COMMERCIAL TERMS AND CONDITIONS
(STACs)
FOR FOREIGN & INDIGENOUS VENDOR
(These Terms and Conditions are derived from GRSE STACs
and are applicable to this particular Tender)

1. **New / Unregistered Vendors**. They are to positively submit the following qualification criteria/document in part "A" bid failing which their offer will not be considered for Tender evaluation:-

(a) The constitution and status of the firm.

(b) Registration with GOI/PWD/PSU/and reputed organization, if any, (to furnish documents)

(c) Experience of supply / manufacture of similar items during last 3 years with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.

(d) Submission of GST certificate, PAN together with copies of trade license, Xerox copies Registration of VAT/Service Tax registration.

(e) Banker's solvency Certificate and copy of audited Balance Sheets for last three years.

(f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.

(g) OEMs or their authorized distributor / dealer or Vendors authorized by OEM can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part "A "of offer to qualify for participation by an authorized dealer / distributor or Vendors authorized by OEM.

(h) Indigenous and Foreign bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E-PROCUREMENT mode. Further details in this regard are available in our website.

2. **Terms of Price:**

(a) Quoted Price shall be **firm and fixed** till full execution of order as follows:-

(i) On F.O.B Seaport / Airport basis for foreign vendor.

(ii) F.O.R GRSE Stores, Kolkata basis including Packing & Forwarding, Freight and Insurance charges if any for Indigenous vendor.

(b) **No price escalation is allowed** at any stage. Quoted price must be inclusive of all charges like 'incidental charges', if any.

3. **Delivery**: Items are to be delivered strictly as per following schedule:-

SI No	Description	Delivery Date (CDD)	
		Import Vendor	Indigenous Vendor
	3D Plate Bending Machine with Accessories	Within 02 Months from placement of Purchase Order	

4. **Payment Terms**:

(a) **For Foreign Vendor**.

(i) **90% payment** of the Purchase Order Value shall be made by irrevocable Letter of Credit (L/C). L/C will be opened on receipt of your **Pro-forma Invoice**. **Performance Bank Guarantee (PBG) for 10% of ordered value** with validity till Guarantee/ Warranty period with one month claim period is to be submitted by the supplier to GRSE along with the dispatch documents on receipt of which a certificate shall be issued by GRSE. **Following documents are to be submitted to Bank for negotiation** of payment against L/C immediately after shipment in original along with 3 extra copies of each documents:-

- (aa) Signed invoice.
- (bb) Clean and clear bill of lading.
- (cc) Certificate of Country of Origin, in triplicate, issued by Chamber of Commerce.
- (dd) Guarantee/ warrantee Certificate in triplicate.
- (ee) Manufacturer's Test Certificate.
- (ff) Bundle wise list of packing.
- (gg) GRSE's certificate as to receipt and acceptance of performance Bank Guarantee for 10% value of Order.

NOTE: - All the documents must clearly indicate the GRSE Purchase Order No. , Import License No., Airway Bill / Bill of Lading No.

(ii) **Balance 10% payment** shall be made by Telegraphic Transfer based on material acceptance and clear ICGRN (Inspection cum Good Received Note) by GRSE.

NOTE: In case of Order Value less than INR 2.0 Lakh, 10% PBG will not be required but balance 10% payment will be released after Guarantee / Warranty Period.

(b) **Indigenous Vendor:**

(i) **For Order Value greater than 2.0 Lakh**

90% payment through ECS / NEFT against receipt and acceptance of materials / items supported with following complete set of documents and inspection certificates as applicable.

- (aa) Receipt Gate Stamped Challan & Original Lorry Receipt.
- (bb) Clear & Clean ICGRN (Inspection cum Goods Received Note) of GRSE RIC.
- (cc) Submission of INK Signed Invoice and packing list with item wise breakup as per purchase order in triplicates.
- (dd) Guarantee / Warrantee Certificate in triplicate.
- (ee) Manufacturer's Test Certificate

Note: All documents must clearly indicate the Purchase Order no, Lorry no, Third party Inspection Certificate no.

Balance 10% payment shall be released after expiry of Guarantee / Warranty period **OR** 10% balance payment may be released on submission of **PBG** for 10% value of PO **subject to clean ICGRN Report.**

Notes: All bank Charges will be borne by supplier and payment will be made through ECS.

(ii) **For Order Value less than 2.0 Lakh**

100% payment through ECS / NEFT after receipt and acceptance at GRSE, Kolkata supported with documents as listed at Para 4(b)(i) above.

5. **Taxes & Duties :**

(a) **For Foreign Vendor:**

- (i) All taxes, duties, levies etc. as applicable outside India will be borne by firm / vendor.
- (ii) All taxes, duties, levies etc. if applicable in India will be borne by GRSE.
- (iii) For clearance of any payment related to the services rendered by the overseas Specialists (where applicable) the following Documents are required to be submitted:-

(aa) Name, E-mail ID, Contact Number of Firm.

(bb) Address in the country or specified territory outside India of which the deductee is a resident.

(cc) A certificate of his being resident in any country or specified territory outside India from the Government of that Country or specified territory if the law of that country or specified territory provides for issuance of such certificates.

(dd) Tax identification Number of the deductee in the country or specified territory of his residence and in case no such number is available, then a unique number on the basis of which the deductee is identified by the Government of that country of that country or the specified territory of which he claims to be a resident.

(b) For Indigenous Vendors:

(i) GST as applicable, shall be paid extra. Exact percentage is to be indicated clearly in offer.

(ii) **Custom Duty:** Basic Custom Duty, if paid to be indicated separately as per present system in vogue. IGST will not be re-imbursed.

6. **Determination of L-1 Bidder:** L1 bidder shall be determined based on total price considering ABS/IRS inspection charges(if applicable), Custom Duty (if applicable), taxes (if applicable) etc. on unit rate of all the items for each Material/ Item wise Price along with documentation will be considered.

7. **Bank Charges:**

(a) **For Foreign Vendor:**

(i) All normal Bank Charges in India will be borne by GRSE and Bank charges outside India will be borne by the supplier.

(ii) LC shall be negotiable through any correspondent Bank of GRSE Bankers in the supplier's country. LC confirmation charge where required, will be borne by the supplier.

(iii) Bank Charges for extension of LC required due to Supplier's fault shall be borne by the supplier.

(b) **For Indigenous Vendors:** All applicable Bank Charges shall be borne by vendor.

8. **Contract Performance Bank Guarantee (CPBG)/ Security Deposit (SDBG):** Contract Performance Bank Guarantee / Security Deposit for 5% of total order value (in GRSE format enclosed) is to be submitted within fifteen (15) days from the date of placement of Purchase Order and this CPBG will remain valid till receipt and acceptance of all materials with a claim period of one month. This supersedes clause no. PE – 211 & IN-211 of GRSE's

STACS for Import & Indigenous Procurement enclosed. Bank Guarantee is to be sent directly by your Banker in a sealed envelope to the following address.

Additional General Manager (IMPORT)
Material Division
Garden Reach Shipbuilders & Engineers Ltd.
Taratata Unit, P-2/2, Taratata Road
Kolkata -700088

9. **Performance Bank Guarantee (PBG): For Order Value greater than INR 2.0 Lakh-**

Performance Bank Guarantee (in GRSE format enclosed) for 10% of total value of order is to be submitted 30 days before dispatch of materials and the same shall remain valid till expiry of Guarantee Period with a claim period of One Month.

10. **Guarantee / Warrantee:** The supplied materials are to be guaranteed / warranted for satisfactory performance for the period of **24 months** from the date of commissioning at GRSE **or 36 months** from the date of supply equipment / items/materials whichever is earlier. During guarantee / warranty period if any item/ materials thereof supplied by the contractor, suffers due to defective material and or due to improper design and or defective drawing or faulty workmanship, the contractor will be full responsible for rectification / replacement of such defective items/materials within 7 days(Indigenous) and 21 days (Import) thereof including direct / indirect expenses, if any, on DDP GRSE basis.

11. **Inspection, Tests and Certification:**

- (a) Receipt Inspection will be carried out by GRSE-RIC.
- (b) Manufacturer's Test Certificates, Supplier's Guarantee Certificates are to be **provided along with delivery of material**, failing which items are liable to be rejected.
- (c) A set of the above certificates are also be forwarded to the ordering authority **separately** for record.

12. **Packing Instructions:** All materials are to be properly packed to protect against ingress of water & dust and to withstand transit damages /pilferages during transits. **All packing/cases should be properly identified and tagged. In case of Import (foreign Vendor),** packing should be of a very high quality and in sea-worthy rigid cases, duly tied with steel band to ensure full safety of the consignment in transit and also must be properly secured in position within the cases using suitable materials.

13. **Part Order:** Part order is applicable. GRSE reserves the right to place the order with increase or decrease of the total tendered quantity.

14. **Way Bill/ Road Permit: (For Indigenous Vendors)**. One ink signed copy of Invoice and Transporter's L.R copy is to be forwarded by courier / speed post immediately on dispatch for issue of way bill. GRSE shall not be responsible for delay in issue of way bill arising due to delay in receipt of above documents.

15. **Arbitration:**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be referred to the Chairman & Managing Director(" CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.

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

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

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

vi) Also in the event 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 of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

vii) 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 shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

viii) The language of the proceeding shall be in English.

16. Jurisdiction: Calcutta High Court, Kolkata.

17. **Special Note:**

- (a) As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- (b) During Technical and / or commercial negotiation in case the participating vendors 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 vendor(s) before price bid opening.
- (c) **Bidder are to be forwarded confirmation on all Commercial and Technical points for acceptance of your offer in tender data sheet.**
- (d) In case your offer is not submitted in two separate data sheet (as required by this tender), the same is liable to be rejected.
- (e) **Conditional offers shall not be accepted.**
- (f) In case of non-receipt of EMD and/or Tender Fee in separate envelope within scheduled due date & time, your offer shall be summarily **REJECTED**. GRSE shall not be responsible for any postal delays etc..
- (g) GRSE reserves the right to utilize the responses against this tender as deemed press tender for using the sources for procurement of similar items in next two(2) years without further Press Tendering.
- (h) All other terms and conditions shall be as per GRSE's STACS for Import / Indigenous procurement enclosed.

18. **Vendor/Supplier** will have to comply with / respond to all the above points. You may note that for any deviation to the above points, GRSE reserves the right to reject your offer as non-responsive. Please find enclosed Special Commercial Terms & Conditions (SCTACs) Acceptance matrix which are to be filled up and enclosed with your techno-commercial bid.

19. Wherever there are equivalent/ corresponding commercial terms in GRSE Standard Terms and Conditions (STACs), the terms and conditions in Special Commercial Terms and Conditions (SCTACs) shall prevail and supersede the corresponding terms in STACs

ANNEXURE VII

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

(A Govt. of India Undertaking)

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

Fax: 033-469-8150/2020; Telephone : 033 2469-8100 to 8113

STANDARD TERMS AND CONDITIONS OF SUPPLY

(INDIGENOUS EQUIPMENT / MACHINERY/ITEM)

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 / Vendor**' means the person / firm / Company who undertakes to manufacture and / or supply and / or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.

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

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

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

IN-106 The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & 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 / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.

IN-108 Governing Jurisdiction and Compliance with Laws

- (a) All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- (b) The Sub-contractor/Supplier/vendor is warranted that all goods purchased against the enquiry shall conform with all applicable city, states & central laws, ordinances and regulations. Further, the supplier shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
- (c) GRSE shall not be liable under the workmen's compensation Act of 1923, in case any employee or workmen of any contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- (d) The existing Laws on employment of Child Labor shall be binding for the contract.
- (e) Sub-contractor/Supplier/vendor working at GRSE site, shall have ESI and PF registration no. of their own and shall ensure compliance with all provisions of ESI & PF act & rules, failing which withholding / deductions from Sub-contractor/Supplier/vendor's bills /dues as applicable or termination of the contract will be effected. Sub-contractor/Supplier/vendor working at GRSE site, are required to submit evidence showing compliance with ESI & PF formalities in respect of employees engaged in job of GRSE viz. monthly challan of ESI deposit, certified copy of half yearly returns submitted to ESIC, proof of P.F. deposition etc.
- (f) Sub-contractor/Supplier/vendor working at GRSE site are required to comply with all statutory obligations as per Contract Labour (R & A) Act 1970 and Contract Labour (R & A) Central Rules 1971 including obtainance /renewal of Labour 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/vendors engaged in shipbuilding work are required to obtain registration under the Building and Other Construction works (RE & CS) Act 1996 & Rules and are also required to maintain registers & records and submit returns.

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

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

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

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

IN-111 Secrecy :

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Vendor 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 / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished.

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

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

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

- IN-114 The Sub-contractor / Supplier / Vendor shall continue to support the equipment for a minimum period of 20 years from the date of supply by making available spare parts and assemblies of the equipment supplied. Should the Sub-contractor / Supplier / Vendor decides to discontinue the product, for any reason whatsoever, adequate notice shall be given to the Purchaser / Owner to enable procurement of the requisite lifetime spares.
- IN-115 Purchase preference in respect of equipment / product and or services of Central Public Enterprises will be applicable for such / similar equipment / product / services on tender as per extant policy promulgated by Department of Public Enterprises, Government of India.
- IN-116 The Purchaser reserves the right to accept and or reject any or all tenders and / or to withdraw the tender in toto without assigning any reason whatsoever.
- IN-117 **Registration as Approved Vendor :**
- (a) The Sub-contractor/Supplier/vendor is to confirm whether they are registered with GRSE as approved Sub-contractor / Supplier / Vendor under 5-digit Supplier Code and indicate Product Group Code. If not registered, the Sub-contractor / Supplier / Vendor will have to approach GRSE's V R Cell for completion of all formalities for permanent registration with GRSE immediately after submission of any quotation/offer. Failure to comply to this requirement will result in rejection of offer and restriction of further business.
- (b) The bidder is to confirm whether they are registered with DGQA as approved vendor for supply of the category of item as tendered. If not registered, the bidder is to approach DGQA immediately for registration after complying with all formalities like capacity assessment for supply of the required category of equipment / item within a time frame of 6 weeks from placement of conditional order, if issued.
- IN-118 **MOU :** Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.
- IN-119 **Examination of price:** Where the contract price has not been fixed in effective competition and the contract is not for articles whose prices are controlled, the owner reserves the right to investigate reasonableness of the price paid and negotiate directly with the sub-contractor/supplier/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.
- IN-120 **Individuality of contract:** In the event of the offer getting converted into an order, the said order shall be treated as an individual contract, shall not allow any general lien to the parties and shall not get prejudiced in execution due to situation arising out of some other contract that the supplier may have with GRSE.
- IN-2. Quotations and Order Acceptance Terms:**
- IN-201 *Tenderer shall pay special attention to the following points. Failure to comply with these may disqualify the tenderer.*
- (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 Management System):- As required by Indian Navy for operation of ILMS successfully at their end, detail information regarding ILMS compatibility as per format provided in SOR is to be filled in by OEMs and submitted to GRSE as part of their contractual obligations and to be included as deliverables.
- (b) PART-II – 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.
- IN-203
- (a) Both these sealed envelopes-Part I and Part II, shall be put in a third envelope duly superscribing the Tender number and Due Date and sealed properly and deposited as specified in the enquiry in the securely locked Tender Box kept in the concerned dept.
- (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 / Vendor for use in the manufacture of final product, Import Licence for such product/s is to be arranged by him only.
- (e) The vendor/supplier/sub-contractor shall indicate the bill of materials for intended import for incorporation in order. The purchaser shall issue Customs Duty Exemption Certificate on receipt of request from the vendor/supplier/sub-contractor along with the copies of bill of lading and invoice. The price advantage for Customs Duty Exemption will be passed on to the purchaser.
- (f) The purchaser reserves the right to investigate the reasonableness of the price and ask the vendor/supplier/sub-contractor for detail break up of their cost.
- IN-205
- (a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods in the Purchaser's Yard. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article contracted for.
- Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Vendor shall indicate –
- (i) The date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,

- and**
- (ii) Terms and conditions for effecting postponement of delivery beyond the price validity period.
- (b) Purchaser reserves the right to consider placement of Purchase Order in part or in full against the tendered quantity.
- IN-206 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failures on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debarring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.'
- IN-207 **Spares:**
- (a) 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 / Vendors offer shall include a list of manufacturer's recommended spares together with itemised prices for
- One year uninterrupted operation – validity of offer shall be a minimum for 90 days.
 - Five year operation – validity of offer shall be a minimum for 180 days. (Minimum order quantity against each item, if applicable, may also be stated.)
- (c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / Vendor shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future requirements could be established during the life cycle of the equipment in service.
- (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 / Vendor shall commit a date by which such an offer can be made and adhere to it. Non-receipt of offer as committed will render the order for main equipment liable for cancellation without notice from the purchaser and without any financial implication to the Purchaser.
- IN-208 Tenders will be opened on the specified date and time in the concerned department. Only authorised representatives of tenderers are permitted to witness the Part I tender opening for Press tenders only. Tender opening shall neither be delayed nor withheld / postponed on account of absence of any one or more Tenderers. All the envelopes marked as 'PRICE BID' received at the time of Tender opening will be noted and held unopened separately.
- IN-209 Authorised representatives of only technically qualified tenderers, in case of Press Tenders only, who have submitted EMD as applicable, and complied with tender terms, will only be permitted to be present and note the proceedings of the Price Bid - Part II opening in a manner as directed by the tender opening officers. Qualifying tenderers not present during price bid opening will not be furnished with information on prices at a later date. EMD of unsuccessful tenderers will be refunded / returned within 30 days of finalisation of order on surrendering the Original copy of Money Receipt and upon instruction of Purchaser. EMD, if not claimed within one year from the date of notification to the tenderer for refund, will be forfeited.
- IN-210 With the acceptance of the successful bidder's offer by the Purchaser, which is as per the Terms and Conditions of the tender, by means of LOA / Purchase Order, the Contract is concluded. The Sub-contractor / Supplier / Vendor shall, on receipt of the order, communicate his unconditional acceptance within two weeks from the date of mailing / receipt of the same in its entirety by returning a copy of the Purchase Order duly signed by the authorised person and without any qualification. Communicating acceptance of the order subject to any other terms and conditions of the contract on the part of the Sub-contractor / Supplier / Vendor shall not bind the Purchaser in respect of these conditions which are less favourable to the Purchaser as compared with the conditions mutually agreed to and / or stipulated in the order. It shall be the responsibility of the Sub-contractor / Supplier / Vendor to enumerate specifically any error or discrepancy in the order at the time of acceptance. Failure to do so shall make the order binding on the Sub-contractor / Supplier / Vendor in all respects.

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vendor'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 / Vendor by forfeiting the Earnest Money shall be regarded as cancellation of the contract which has come into existence on the acceptance of the offer by the Purchaser.

IN-211 Security Deposit (Interest free):

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

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

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

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

- (a) The Supplier on receipt of Purchase Order and by a date not later than 8 weeks from receipt of P.O., shall list out and confirm all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and computer systems. In the event of delay in submission of the required details penalty @ ½% per week or part thereof 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 firm's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.

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

- (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 / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as directed in the Purchase Order. Letters and numbers shall be 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 / Vendor's offers are for 'Free Delivery to Purchaser's Yard,' transit Insurance charges shall be borne by the Sub-contractor / Supplier / Vendor.

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

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

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

IN-305 The Sub-contractor / Supplier / Vendor shall arrange despatch of goods by Rail / Road consigned to GRSE through GRSE nominated transporter.. An Advance Copy of the invoice along with copies of other relevant documents shall be forwarded to Purchaser sufficiently in advance to avoid demurrage. In case of door delivery contracts, the Transporter shall be directed to deliver the ordered equipment without insisting for consignee copy of Lorry Receipt. However, for manufacture of Naval Ships under Cost plus Contracts, GRSE is acting in the capacity of an Agent since Purchase Orders are issued by GRSE on behalf of Indian Navy under MOD, Govt. of India. Accordingly, in case of orders for supply to Naval Ships under cost plus contract, despatch document (challan / Consignment Note etc) and Invoice should be marked with the words "GRSE A/C INDIAN NAVY".

IN-306

- (a) The binding drawings called for as per the 'S. O. R.' / 'T. S. P.' or the Purchase Order shall be supplied within stipulated time frame as indicated in the Purchase Order, free of cost. Failure to comply may lead to cancellation of Purchase Order without any financial implications to the Purchaser.
- (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSE / Classification Society, as appropriate, as specified in the Order. The onus of getting the drawings approved within the stipulated time frame shall lie with the supplier/vendor/sub-contractor.
- (c) Wherever applicable, pilot sample shall be submitted to the authorities within the stipulated time as specified in the Order.
- (d) In case of patterned items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
- (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

IN-4.0 Guarantee / Warranty

IN-401 The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 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/warranty period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

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

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

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

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

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

IN-5.0 Quality Certification:

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

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

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

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

IN-6.0 Terms of Payment:

IN-601 1) **90% payment of ordered value through ECS/EFT against receipt of equipments / items supported with following complete set of documents and inspection certificates as applicable.**

i) Receipted Gate Stamped Challan & Original Lorry Receipt.

ii) Clean ICGRN (Inspection Cum Good Received Note by GRSE RIC; Supported with Satisfactory installation- commissioning certificate to be issued after satisfactory installation, trials / commissioning and also training to buyer's personnel certified by the HOD of concerned indenter of the Equipment.

- iii.) Submission of INK Signed Invoice and packing list with item wise breakup as per purchase order in triplicates.
 - iv) Guarantee / Warrantee Certificate in triplicate.
 - v) Test certificates of hydraulic items, starter motor, alternator (For bought out items- as available from Original Equipment Manufacturer).
 - vi) Load test certificate including over load test certificate of the transporter (endorsed by inspection agency as witness).
 - vii) Engine Test certificate including pollution checking certificate.
 - viii) Third party inspection certificate (By classification agency/ nominated agency like Bureau Veritas /Lloyds Register of Shipping/ American Bureau of Shipping/ Indian Register of Shipping) ,six copies.
 - ix) Certificate to the effect that copies of instruction / operation / Maintenance manuals have been directly forwarded to GRSE.
 - x) Certificate to the effect that six copies of 'as built' drawings along with reproducible drawings with recorded CDs, have been directly forwarded to GRSE.
- Certificate regarding liquidated damage / penalty vis-à-vis delivery schedule.
- Note: All the documents clearly indicate the Purchase Order No, on Invoice & packing list, Third party Inspection No.**
- 2) Balance 10% payment through ECS/EFT will be released on completion of installation & commissioning within 45 days from the date of receipt of complete set of doc., commissioning certificate e.t.c as applicable and against submission of A performance bank guarantee (Annexure- VI) of 10 % of the order value in the format issued with the purchase order (original + 2 Xerox copies) from nationalized / scheduled bank only, for equal amount on a Rupees 100/- Stamp paper valid for twelve months from the date of commissioning . The bank guarantee is to be valid during the tenure of the guarantee period for the equipment, with an in-vocation period of one month. In the event of Contractor / supplier's failure to attend the guarantee defects within a reasonable period of time from notifications of defects, the PBG will be encashed by the purchaser. Purchaser's decision shall be final an binding on contractor / supplier in this regard.
- Following important documents / parameters need to be comply by vendor.**
- a). GRSEL's unqualifying inspection / commissioning reports on installation & commissioning of the equipment / items on order.
 - b). Complete set of spares as per the order.
 - c). Complete set of operation / maintenance / instruction of Manuals (inclusive of in electronic medium) as per the order.
 - d). Complete set of parts Identification list / composite parts lists as per the order.
- IN-602.1 Octroi Duty at present is not applicable in West Bengal. However, Octroi Duty if applicable, at a later date, will be re-imbursed by Purchaser at actuals against submission of 'Original Octroi paid money receipt' and copy of Form 'B'. Octroi receipts are to be issued in the name of 'GARDEN REACH SHIP BUILDERS & ENGINEERS LTD.' only.
- IN-602.2 Way Bill – In West Bengal, Way Bill is to be issued for entry of materials from outside the state. GRSE will issue the Way Bill on submission of copy of Invoice and Consignment Note. Consignment Note should be in the name of GRSE. In case of Transit Sale, the name of the Consignors (other than seller) are to be mentioned in the P.O. and Consignment Note will be in the name of GRSE as consignee.
- IN-603 The Sales Tax Registration Number and Central Sales Tax Number, Service Tax Number, as applicable, are to be quoted on all invoices. Invoices shall be accompanied by a certificate to the effect that the Sub-contractor's / Supplier's / Vendor's registration certificate was in force on the day the sale was effected.
- IN-604 Unless otherwise stated Excise Duty, Sales Tax and any other statutory levies will be payable extra at actuals. However, the Sub-contractor / Supplier / Vendor shall submit the proof of having paid the duties / levies along with the Invoices / Bills. In case of orders for supplies to Naval vessels, Excise Duty exemption certificate issued by Indian Navy will be provided on readiness of items for despatch & GRSE is to be intimated by supplier / vendor / sub-contractor regarding readiness of items at least a month before despatch. Such exemption certificates shall be issued to Sub-contractors / Sub-vendors of Sub-contractor / Supplier / Vendor on whom Purchaser had placed a Purchase Order.
- IN-604.1 For supplies from States outside the state of West Bengal, Declaration Form "C" or "D" as applicable will be issued to the supplier for concessional rate of Sales Tax . In case of sale within

the state of West Bengal, W.B.S.T. Form will be issued for concessional rate of Sales Tax.

- IN-604.2 Declaration Form can be issued to suppliers in case of transit sale, i.e. transfer of documents during the period of transit of the materials to obtain Sales Tax benefit. Invoice shall clearly indicate cost incidentals against each head, as applicable:
Basic Cost, Excise Duty, Packing & forwarding charges, Central / State Sales Tax, Service Tax, Freight, Insurance, etc.
- IN-605 Payment made under one order shall not be assigned or adjusted to any other order except to the extent agreed upon in writing by the Purchaser. During the currency of the contract, if any sum of money is payable by the Sub-contractor / Supplier / Vendor the same shall be deducted from any sum then due or thereafter may become due to the Sub-contractor / Supplier / Vendor under the contract or any other contract with the Purchaser.
- IN-606 Works Contract Tax, wherever applicable, will have to be borne by Sub-contractor / Supplier / Vendor. In addition, Employees State Insurance premium, Provident Fund, Service Tax and other statutory dues of workers deployed at Purchaser's premises by Sub-contractor / Supplier / Vendor will have to be borne by him. In case of Works Contract Form 58 or 59 as applicable is to be submitted by the vendor/supplier/sub-contractor.
- IN-607 Liquidated Damages / Risk Purchase:**
- IN-607.1 In the event that-
- (a) Sub-contractor / Supplier / Vendor (SELLER) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before the dates specified, or
 - (b) the equipment / product when tested in accordance with the performance requirement of the Purchase Order, fails to meet those performance parameters, the buyer (Purchaser) will suffer damages in an amount that is not susceptible to calculation with reasonable certainty. Therefore, any Liquidated Damages set forth in the Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not in the way of penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.
- IN-607.2 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late delivery of Products, Manuals, Drawings and Documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery shall be at the rate of 1% of the total order value per week or part thereof of delay upto a maximum of 10% of the total order value. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor (Seller). Payments made by the Sub-contractor / Supplier / Vendor (Seller) of Liquidated Damages shall be in addition to any other remedies (other than any other remedy for the recovery of damages) available to the Purchaser, including without limitation the remedy of cancellation of Order for default.
- IN-607.3 Sub-contractor / Supplier / Vendor (Seller) will be liable to pay Liquidated Damages for late submission of Drawings for approval as agreed to by Purchaser and Sub-contractor / Supplier / Vendor (Seller) and as stated in the Purchase Order. The amount of such damages will be clearly defined in the Purchase Order and may extend upto 5% of the Order value.
- IN-607.3.1 Drawings submitted by the Sub-contractor / Supplier / Vendor (Seller) will be the property of Indian Navy.
- IN-607.4 If the equipment / article or any portion thereof be not delivered by the scheduled delivery date, the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest .

- IN-607.5 The Purchaser shall be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered thereunder. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Sub-contractor / Supplier / Vendor.
- IN-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/vendor 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 vendors for purchase orders placed by NCM / Purchase Department in respect of "SHIP DIVISION ONLY" will now be deposited in the Box kept at the entrance of the Corporate Finance Department (in front of Pantry). All suppliers are requested to drop their bills in sealed cover in the Box earmarked for, effective from 01st April, 2002.
Computer generated acknowledgement for the bills dropped during the previous day may be collected in the next working day from the Central Despatch Section, except Saturday.
Corporate Finance (SLP Section) will forward the computer generated receipts to Central Despatch Department by 11-00 hrs. everyday.
The supplier should ensure that all the bills are kept in a separate envelope orderwise and also mention their vendor code number for easy identification and registration. All enclosures are also be firmly fixed with the bills and no responsibility will be taken by the SLP Section for alleged missing of documents. Bank Guarantee must be submitted separately in sealed closed cover of the Bank to the SLP Section AND NOT TO BE ENCLOSED WITH BILL.
For payment through ECS, bills will be deposited in the Box kept at the entrance of Corporate Finance Dept. as elaborated above. ECS Format of Bank particulars and Payment Procedure are enclosed at Annexure – 6 reference Clause IN 601(c) above.
- IN-7.0 **Quality Assurance, Inspection ,Testing and Commissioning Assistance:**
- IN-701 The equipment will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment.
Statutory : M. M. D. or N. M. D.
Regulatory : Classification Society–L.R.S./A.B.S/D.N.V/ I.R.S.
etc.
Specification: Survey, DQA(WP)/DQAN/CQAE, Classification Society.
Others: Owners, W. P. S. (KOLKATA), GRSE
- IN-702 The articles to be supplied shall be strictly in accordance with the drawings/specification/statement of requisition (SOR) / samples indicated in the order.
- IN-703 The supplier /vendor/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and obligations under the contract without the previous consent of the purchaser in writing.
- IN-704 The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/vendor/sub-contractor shall give 30 days' notice for inspection and will make necessary arrangements / provide necessary facilities to inspectors / nominated agency to carry out inspection / testing during course of manufacture/final inspection and testing as required. Formal Inspection Certificates will be issued by the relevant QA Authorities /Agents.
- IN-705 Immediately on receipt of order the supplier/vendor/sub-contractor shall get in touch with the Inspection Authority and submit Quality Assurance Plan. Exact scope, stages and parameters of inspection and test schedule shall be as per QA Plan duly approved by the QA Authority. All charges for inspection shall be borne by the suppliers/vendors/sub-contractor.
- IN-706 Receipt Inspection shall be carried out by GRSE/Indian Navy/Owner's representative at GRSE yard as applicable. Receipt Inspection of on-board spares (OBS) will be carried out by Quality Assurance (QA) dept. of GRSE and thereafter, the same will be mustered & handed over to ship as & when required. Joint inspection along with supplier/vendor's representative shall be carried out for major items.
For materials supplied with long term preservation in sealed cases / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. IN-112 above.
- IN-707 The price should be inclusive of inspection/approval/certification cost to meet the relevant requirement of the technical specification. This should also include the cost of furnishing shock calculations and type test results wherever applicable.
- IN-708 The supplier/vendor/sub-contractor shall furnish all relevant Inspection Certificates and Test & Guarantee Certificates along with each consignment and copies of same in triplicate shall also be mailed / forwarded to GRSE immediately on despatch of articles. The supplier/vendor/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.
- IN-709 The decision of the inspecting authority or his agent, as the case may be, on any question of the intent, meaning and the scope of specifications / standards shall be final, conclusive and binding on the Sub-contractor / Supplier / Vendor.
- IN-710 **REPLACEMENT FOR REJECTION :**
- (a) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser 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/vendor/sub-contractor's risk & cost but without prejudice to any other rights which the purchaser may have against the supplier/vendor/sub-contractor in respect of their failure to remedy such defects.
- IN-711 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by the Purchaser to assist / supervise the installation, setting to work, commissioning of the equipment supplied by the Sub-contractor / Supplier / Vendor.
- IN-712 The Sub-contractor / Supplier / Vendor shall provide the requisite training for the Purchaser's / Owner's Personnel at Sub-contractor's / Supplier's / Vendor's/ GRSE's premises or on board the vessel where the equipment is installed, in respect of the equipment received from the Sub-contractor / Supplier / Vendor. The cost of travelling, lodging, boarding etc. shall be borne as mutually agreed to and detailed in the order.
- IN-713 The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost as required by the Purchaser to assist/supervise the installation, setting to work, commissioning, harbour and sea trials of the equipment supplied by the Sub-contractor / Supplier / Vendor for the periods as mutually agreed upon and as per the terms and conditions of the order.
Should the Purchaser / Owner desire to avail services beyond the free service periods available against the contract, the Sub-contractor / Supplier / Vendor shall quote for the same on hourly / daily rate basis along with other terms and conditions, if any.
- IN-714 Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Vendor are to be obtained from the Inspection Authority. Any / all other technical clarifications may be obtained from Inspection Authority directly, under intimation to Purchaser.
- IN-715 The Sub-contractor / Supplier / Vendor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.

IN-8.0 Miscellaneous:

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

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing. Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine restrictions beyond the control of either party. It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party. Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.

IN-802 Arbitration:

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/Vendor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of

the Purchaser or that of Purchaser’s employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Vendor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.

IN-804 Use of Undue Influence / Corrupt Practices:

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

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

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

IN-805 Banned or de-listed Contractors:

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

IN-806

- a) As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- b) During Technical and / or commercial negotiation in case the participating vendors 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 vendor(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 confirmation 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
(IMPORTED EQUIPMENT / MACHINERY/ ITEM)**

REF. NO. : GRSE-STACS-PE-IMP

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PE-1 GENERAL

- PE-101 The word '**Purchaser**' refers to GARDEN REACH SHIPBUILDERS & ENGINEERS LTD (GRSEL), a Company registered under the Indian Companies Act, 1913 and it includes its successors or assigns.
- PE-102 The word '**Sub-contractor / Supplier / Vendor**' means the person / firm / Company who undertakes to manufacture and or supply and or undertake work of any nature assigned by the Purchaser from time to time and includes its successors or assigns.
- PE-103 The word '**Owner**' means the person or authority with whom Garden Reach Shipbuilders & Engineers Limited (Purchaser) has contracted to carry out work in relation to which orders are placed by the Purchaser on the Sub-contractor / Supplier / Vendor under this contract for supply or manufacture of certain items and would include Department of Defence Production & Supplies, Ministry of Defence, Government of India, the Indian Navy, the Coast Guard and any other specified authority.
- PE-104 The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Enquiry / Order with deviations, if any, as mutually accepted.
- PE-105 The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
- PE-106 The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quiet possession of goods should take place with the passing of the title on execution of order.
- PE-107 Any letter, facsimile message, e-mail intimation or notice sent to the Sub-contractor / Supplier / Vendor at the last known address mentioned in the offer / order shall be deemed to be valid communication for the purpose of the contract.
- PE-108 All contracts shall be deemed to have been wholly made in Kolkata and all claims thereunder are payable at Kolkata 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.
- PE-109 The Sub-contractor / Supplier / Vendor shall unconditionally and free of cost to the Purchaser transfer information on technological developments / innovations / modifications which the Sub-contractor / Supplier / Vendor would evolve in future (within 3 years) in relation to the supplied equipment. To enable this, the Purchaser's address shall be added to the Sub-contractor's / Supplier's / Vendor's mailing list or database or any other document maintained for dissemination of product information and the Purchaser shall be informed of the action taken in this regard. If such improvements / modifications are brought in by the Sub-contractor's / Supplier's / Vendor's Design Department in the course of manufacture of equipment ordered by the Purchaser, the Sub-contractor / Supplier / Vendor shall incorporate such improved versions in the equipment without any extra cost to the Purchaser.
- PE-110 If the Purchaser be desirous of getting incorporated all post supply modifications / improvements arising out of technological developments to the original equipment supplied by the Sub-contractor / Supplier / Vendor, the Sub-contractor / Supplier / Vendor, shall quote for and carry out all such modifications to the equipment.
- PE-110.1 Where the whole or a portion of the equipment has been specifically developed by the Sub-contractor / Supplier / Vendor for the Owner and the latter would through the Purchaser be bearing the entire or part of the development cost incurred by the Sub-contractor / Supplier / Vendor, the design rights for the whole or portion thereof, of the equipment as appropriate, shall vest in the Owners.
- PE-110.2 Prior approval of the Owner should be obtained before similar articles are sold / supplied to any other party other than the

Owner. If such approval is given and sale is effected, the Sub-contractor / Supplier / Vendor shall pay to the Owner royalty at the rate mutually agreed to.

PE-111 **SECRECY:**

All property (such as materials, drawings, documents etc) issued by the Purchaser or any other individual or firm on behalf of the Purchaser in connection with the contract shall remain confidential, being the property of the Purchaser and the Sub-contractor / Supplier / Vendor 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.

PE-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 / Vendor. The detailed procedure for de-preservation prior to commissioning shall also be furnished.

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

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

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

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

PE-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.

PE-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.

PE-117 **Registration as Approved Vendor :**

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

- requirement will result in rejection of offer and restriction of further business.
- (d) The bidder is to confirm whether they are registered with DGQA as approved vendor for supply of the category of item as tendered. If not registered, the bidder is to approach DGQA immediately for registration after complying with all formalities like capacity assessment for supply of the required category of equipment / item within a time frame of 6 weeks from placement of conditional order, if issued.
- PE-118 **MOU** : Regular suppliers are requested to enter into Memorandum of Understanding with GRSE as regards Commercial Terms & Conditions contained in this STACS.
- PE-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/vendor for reduction of price where appropriate. The Owner can also ask for declaration that less basic price is not charged to other customers including Govt. and PSU.
- PE-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.
- PE-2. Quotations and Order Acceptance Terms:**
- PE-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.
- PE-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 F. O. B. alongwith charges for packing and forwarding.
- (iv) Compliance Statement clearly highlighting deviations / exceptions, if any, to Technical Specifications, Standard Terms and Conditions of Supply, 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 1).
- (v) In case of press Tender Earnest Money Deposit @ 2% of the total bid value by way of a bank guarantee from a bank of international repute or value of Bid Bond as stipulated in the tender, to be provided by overseas bidder / supplier as per format provided by the Purchaser. (Format placed at Annexure 2).
- (vi) Copy of IS 9000: 2000 or equivalent Quality System Standards certificate valid as of date.
- (vii) A copy of the valid Export Licence.
- (viii) Delivery Schedule.
- (b) PART-II - 'Price Bid' - Quotes to be written in figures and words duly authenticated / signed by the authorised person and marked thus.
- PE-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 at the following place/s: -
Material Department.
G.R.S.E. LTD.
- 43/46, Garden Reach Road,
Kolkata-700 024
(*strike out whichever is not applicable)
- (b) Overseas Bidders / Tenderers shall forward their offers addressed to Deputy General Manager (Materials) OR Deputy General Manager (N & I) Garden Reach Shipbuilder & Engineers Limited, 43/46, Garden Reach Road Kolkata 100 024, as the case may be, either by courier service or by speed post so as to reach 48 hours 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.
- PE-204 (a) The Price per 'Ship set' shall be quoted and breakup price of individual items of main equipment and its accessories for supply to Purchaser's Yard for FOB, must be clearly stated.
- (b) The offer shall indicate the discounted price, if more than one ship-set is ordered.
- (c) The price shall be inclusive of all rights, if any, of patents, registered designs or trademarks and the Sub-contractor / Supplier / Vendor shall indemnify the Purchaser against all claims in respect of the same.
- (d) The purchaser reserves the right to investigate the reasonableness of the price and ask the vendor/supplier/sub-contractor for detail break up of their cost.
- PE-205 (a) The offer shall be valid for 90 days for acceptance and the prices shall remain firm and fixed until delivery of the full quantity of the goods. If not, the Sub-contractor / Supplier / Vendor shall indicate the period during which the quoted price shall remain valid for supply of the equipment / article/s contracted for.
Should the Purchaser desire postponement of delivery of the equipment / article within or beyond validity date of the offer, the Sub-contractor / Supplier / Vendor shall indicate -
- (i) the date by which such communication must be received by him for deferring delivery without any financial implication to the Purchaser,
and
(iii) 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.
- PE-206 The Sub-contractor / Supplier / Vendor shall inform the Purchaser in advance in case he is unable to participate in the tender for whatsoever reason. Failure to comply with this will be viewed seriously and consecutive three failure on the part of Sub-contractor / Supplier / Vendor to do so is liable for disqualification / debaring of the Sub-contractor / Supplier / Vendor from all future tender enquiries and or delisting from the list of 'Approved Registered Vendors.'
- PE-207 Spares:
- (a) Offers for Testing and tuning / commissioning spares shall be submitted, if not included / forming part of the main equipment, as specified in the Statement of Requirement / Tender enquiry.
- (b) The Sub-contractor's / Supplier's / Vendor's offer shall include a list of manufacturer's recommended spares together with itemised prices for -
- One year uninterrupted operation (On board Spares)- validity of offer shall be a minimum for 90 days.
 - Five-year operation Base & Depot Spares - validity of offer shall be a minimum for 180 days. Minimum order quantity against each item, if applicable, may also be indicated.
- (c) While the spares for one year are ordered by the Purchaser, the spares for 5 years Operation will be ordered by the Owners or Purchaser. In case of 5 years operation spares, the Sub-contractor / Supplier / Vendor shall indicate a base price applicable to the year of quotation and indicate an acceptable annual escalation formula based on which prices for future

requirements could be established during the life cycle of the equipment in service.

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

PE-208 Tenders will be opened on the tender due date after 15.00 Hours in the Materials Dept. Only authorised representatives of tenderers are permitted to witness the Part I tender opening, in case of 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.

PE-209 In case of only Press Tenders authorised representatives of technically qualified tenderers, who have submitted EMD / Bid Bond, 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 parted with information on prices at a later date. EMD of unsuccessful tenderers will be refunded on submission of original copy of 'Money Receipt' / Bid Bond will be returned within 30 days of finalisation of order.

PE-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 LOI / Purchase Order, the Contract is concluded.

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

Any delay in acknowledging the receipt of the Purchase Order within the specified time limit or any qualification or modification of the Purchase Order in the acknowledgement of the Purchase Order by the Sub-contractor / Supplier / Vendor shall be a breach of the contract on the part of Sub-contractor / Supplier / Vendor. Compensation for the loss caused by the breach will be recovered by the Purchaser by forfeiting the Earnest Money, invoking Bid Security / Bid Bond given by the Sub-contractor / Supplier / Vendor. If the Sub-contractor's / Supplier's / Vendor's bid contains any conditions 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 / Vendor by forfeiting the Earnest Money or by invoking the Bid Security / Bid Bond shall be regarded as cancellation of the contract which has come in to existence on the acceptance of the offer by the Purchaser.

PE-211 **Security Deposit**
Security Deposit / Contract Performance Bank Guarantee for 5% of total order value (in GRSE format enclosed) is to be submitted within one month from the date of placement of order and this CPBG will remain valid till receipt and acceptance of all materials with a claim period of one month. The successful overseas Tenderer is required to submit Security Deposit in the form of Bank Guarantee by a bank of international repute, drawn in favour of Purchaser. The Bank Guarantee will be returned only after the successful execution of the order. In the event of failure to execute the order satisfactorily or default by the Sub-contractor / Supplier / Vendor, the Security Deposit will be forfeited.

PE-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 equipment / article/s supplied.

- (a) The binding drawings called for as per the 'Statement of Requirement' / 'Technical Specifications for Procurement' or the Purchase Order shall be supplied within 4 weeks from the date of Order or within stipulated time frame as indicated on the face of Order, free of cost. Failure to comply may lead to cancellation of Order without any financial implications to the Purchaser.
- (b) The drawings shall be submitted to Inspecting Authority and or DGQA / NSM / GRSEL / Classification Society, as appropriate, within 4 weeks from the date of Order.
- (c) Wherever applicable, pilot sample shall be submitted to the authorities specified in the Purchase Order within 4 weeks from the date of Order.
- (d) In case of patternised items the vendor/supplier/sub-contractor must confirm that the relevant drawings are held by them and no waiver of contractual terms of order shall be considered for non-performance on this account.
- (e) For repeat orders, unless otherwise some changes in design had taken place, fresh approval of drawings will not be required if the same has already been approved. Supplier/vendor/sub-contractor shall go ahead with manufacture of the items which are already developed for same / deferment ships for Navy based on earlier approved drawings. Immediately on receipt of order, Supplier/vendor/sub-contractor shall submit 6 copies of drawings for stamping and distribution.

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

PE-301 Packing

Packing should be export quality AIR/SEA-worthy rigid cases duly tied with steel band to ensure full safety of the consignment in transit and also must be properly secured in position within the cases using suitable materials. The items should be wrapped in rust preventive papers. Due care should be taken to adhere to following instructions –

- a) All material shall be strongly and securely packed for shipment / transportation as applicable in minimum cubic space in such a manner as to prevent damage and pilferage in transit from point of shipment to final destination. Metal parts wherever necessary shall be well slushed with preservatives to prevent rusting in transit. Should it be proved that loss and damage has arisen from inadequate packing, the losses shall be borne by Sub-contractor / Supplier / Vendor. Each packing shall be plainly marked and numbered upon four sides and the top thereof as instructed 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.
- b) The main equipment, accessories and spares shall be separately packed and cases be clearly marked. (Shipping Instructions are placed at Annexure - 5).
- 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.
- d) Codification of Deliverables: All deliverables should be supplied with GRSE item Code nos., which should be mentioned in the packing list and on tags attached to each item. Design Dept will give the Code nos. In advance of contractual delivery. The Supplier on receipt of Purchase Order and by a date not later than 8 weeks from receipt of P.O., shall list out and confirm all deliverables including Main Equipment, Accessories, On Board Spares, Tools, Technical Documentations and other items. Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GRSE material code nos. into the Purchase Orders and computer systems. In the event of delay in submission of the required details penalty @ ½% per week or part thereof 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 firm's part number. Packing list should indicate all deliverable items specially mentioning/ mounted on main equipment or loose items. Each item should be identified with metallic or plastic tag indicating both GRSE code no. and firm's part no. In case of any deviation, GRSE shall not be in any way responsible for delay in issue of receipt inspection report and payment.		
e)	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.	PE-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's / Supplier's / Vendor's risk and cost, but without prejudice to any other rights which the Purchaser may have against the Sub-contractor / Supplier / Vendor in respect of the failure of the Sub-contractor / Supplier / Vendor to remedy such defects.
PE-302	Insurance Transit Insurance shall be arranged by Purchaser. Sub-contractor / Supplier / Vendor shall immediately on despatch of the items, inform the despatch details such as Purchase Order number, AWB number, number of packages, value of consignment, invoice number directly GRSE for arranging necessary transit insurance.	PE-403	Inspection and approval of the equipment or material by the Inspecting Authority/ies does not absolve the Sub-contractor / Supplier / Vendor of the responsibility of guarantee for the equipment / material. It will be the sole responsibility of the Sub-contractor / Supplier / Vendor to ensure that the equipment / material supplied is complete in all respects and performs to its / their designed parameters.
PE-303	Storage and Demurrage will be claimed from the Sub-contractor / Supplier / Vendor for all shipments that reach GRSEL without proper despatch documentations and not accompanied by packing lists, invoices etc. The Sub-contractor / Supplier / Vendor shall be responsible for fines due to errors or omissions in description, weight or measurements and for increased handling charges due to improper packing. Demurrage, if any, due to wrong/non-availability of shipping documents will borne by supplier/vendor.	PE-404	Should the articles, or any portion thereof of the equipment be found defective / rejected, the Contractor/ Supplier shall collect the same from the Purchaser's Stores, all incidental charges being borne by him (inclusive of Customs Duty, if payable), within 30 days from the date of intimation to the Contractor / Supplier of such rejection. The Purchaser reserves the right to dispose of the rejected items at the end of a total period of 90 days in any manner to the best advantage to the Purchaser and recover storage charges and any consequential damages, from sale proceeds of such disposal. The defective / rejected material noticed during receipt inspection stage or at manufacturing stage will be returned to Manufacturer / Supplier, if so desired by him, on FOB basis only and nominate shipping agent to facilitate replacement. In the event Manufacturer / Supplier is not desirous of taking away the rejected material for any reason whatsoever, the applicable customs duty that will become payable shall be paid by / recoverable from the Manufacturer / Supplier.
PE-304	Where so stipulated in the order, the Sub-contractor / Supplier / Vendor shall render such reports from time to time as regards the progress of the contract and in such a form as may be called for by the Purchaser. The Purchaser reserves the right to cancel an order forthwith without any financial implications on either side, if on completion of 50% of the scheduled delivery period the progress of manufacture is not to the satisfaction of Purchaser / Owner and failure on the part of the Sub-contractor / Supplier / Vendor to comply with the delivery schedule is inevitable. In such an event the Sub-contractor / Supplier / Vendor shall repay all the advances together with interest at prevailing bank rates from the date of receipt of such advances till date of repayment. The title of any property delivered to Purchaser will be reverted to the Sub-contractor / Supplier / Vendor at his cost.	PE-405	In the event of Sub-contractor's / Supplier's / Vendor's failure to attend the Guarantee defects within a reasonable period of time, the Performance Bank Guarantee will be encashed by the Purchaser. The Purchaser's decision shall be final and binding on Sub-contractor / Supplier / Vendor in this regard.
PE-305	The Purchaser reserves the right to advise the Sub-contractor / Supplier / Vendor at short notice, of Purchaser's intention to airfreight certain items in part or full thereof, if the need arises, in order to meet the criticality of shipbuilding programme. The Sub-contractor / Supplier / Vendor shall make necessary arrangements for airworthy packing and forward the consignments to the Airport without any extra charges to the Purchaser. Sub-contractor / Supplier / Vendor shall fax the flight details and airmail well in advance all despatch documents in triplicate to the Purchaser.	PE-406	Issues/Defects related to Guarantee/Warranty shall have to be liquidated at the location of vessel and as desired by the Purchaser / Owner.
PE-4.0	Guarantee / Warranty	PE-5.0	Quality Certification:
PE-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/warranty period any equipment or component thereof supplied by the vendor/sub-contractor, suffers due to defective material and or due to improper design and or due to defective drawing or due to faulty workmanship the vendor/sub contractor will assume full responsibility of rectification of such defective equipment or component thereof including direct expenses related to removal and re-positioning of the replacement/repaid equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE	PE-501	Purchase preference will be considered in case the Sub-contractor / Supplier / Vendor is accredited with ISO 9000: 2000 or equivalent International Quality System Standards in respect of equipment / Products and or items on tender.
		PE-502	The Sub-contractor / Supplier / Vendor shall submit as proof, in Part-I of the bid documents, a copy of ISO 9000: or equivalent international Quality System Standards certificate valid as of date.
		PE-503	The Sub-contractor / Supplier / Vendor shall 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: or equivalent international Quality System Standards.
		PE-504	In the event the Sub-contractor / Supplier / Vendor is not being ISO 9000: accredited firm, the fact shall clearly be stated and the Quality Assurance / Quality Control organisation of the company be described in detail. Pursuant to scrutiny of such statement / documentation, the Purchaser may decide to accept the offer with pre-conditions specified for acceptance or reject the bid submitted.
		PE-6.0	Terms of Payment:
		PE-601	90% payment of the Purchase order Value will be made by irrevocable Letter of Credit on presentation & receipt of the following documents by the Purchaser's Bankers.

LC will be opened on receipt of their order acknowledgement cum Proforma invoice and 01 months prior to shipment of ordered Equipment/ items / Spares.

Following documents are to be submitted for negotiation:

- a) Six copies of Invoice showing item wise FOB price and packing list with item wise breakup as per purchase order.
- b) Original and three copies of Clean Bill of Lading / Air way Bill
- c) Certificate of Country of Origin, in triplicate, issued by Chamber of Commerce.
- d) Guarantee / Warrantee Certificate in triplicate.
- e) Test certificates of hydraulic items, starter motor, alternator (For bought out items- as available from Original Equipment Manufacturer)
- f) Load test certificate including over load test certificate of the transporter (endorsed by inspection agency as witness).
- g) Engine Test certificate including pollution checking certificate.
- h) Third party inspection certificate (By classification agency/ nominated agency like Bureau Veritas /Lloyds Register of Shipping/ American Bureau of Shipping/ Indian Register of Shipping) ,six copies.
- i) Certificate to the effect that copies of instruction / operation / Maintenance manuals have been directly forwarded to the openers of Letter of Credit by the beneficiary.
- j) Certificate to the effect that six copies of 'as built' drawings along with reproducible drawings with recorded CDs, have been directly forwarded to the openers of LC by the beneficiary.
- k) A performance bank guarantee (Annexure- VI) of 10 % of the order value in the format issued with the purchase order (original + 2 Xerox copies). The bank guarantee is to be valid during the tenure of the guarantee period for the equipment, with an in-vocation period of six months.
- l) Certificate regarding liquidated damage / penalty vis-à-vis delivery schedule.

Note:-All the documents clearly indicate the Purchase Order No Import License Number, Airway Bill / Bill lading No on Invoice & Packing list.

Balance 10% payment shall be made by Telegraphic Transfer against clean ICGRN (Inspection Cum Good Received Note by GRSE RIC Supported with Satisfactory installation- commissioning certificate to be issued after satisfactory installation, trials / commissioning and also training to buyer's personnel certified by the HOD of concerned indenter of the Equipment.

Following important documents / parameters need to be comply by vendor.

- a).GRSEL's unqualifying inspection / commissioning reports on installation & commissioning of the equipment / items on order.
- b).Complete set of spares as per the order.
- c).Complete set of operation / maintenance / instruction of Manuals (inclusive of in electronic medium) as per the order.
- d).Complete set of parts Identification list / composite parts lists as per the order as applicable.

Note:- (The Contractor / Supplier shall have to submit the invoice through their bankers for payment on 'Collection Basis' from Purchaser's bankers. The invoice will have to indicate total amount payable as per the Purchase Order, amount received against Letter of Credit, balance amount due, less Liquidated Damages recoverable as per the Purchase Order yielding net payable. Certificate from Purchaser certifying satisfactory commissioning of equipment and a certificate regarding Liquidated Damages amount is to be submitted along with the invoice).

- PE-601.1 Advance Payment is not accepted by GRSE. However, if still insisted advance payment Upto a maximum of 10% against submission of equivalent Bank Guarantee (in GRSE Format) 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.

Where order is cancelled and advance payment already released to the contractor, the Contractor shall refund all such advance payments received, to GRSE with LIBOR Rate Interests and GRSE shall have the right to recover the amount from outstanding dues to the contractor against any purchase orders placed by GRSE.

PE-602 Liquidated Damages / Risk Purchase:

- PE-602.1 In the event that-
- a) Sub-contractor / Supplier / Vendor (Seller) fails to deliver the equipment / product or documentation meeting the requirement of the Purchase Order on or before 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 this Purchase Order represent a reasonable determination of the amount of damages that the Purchaser will suffer, and are not penalties. Seller hereby waives any defence to Purchaser's recovery of such Liquidated Damages on the plea that actual damages are ascertainable or that such Liquidated Damages do not represent a reasonable determination of damages suffered by Purchaser or are penalties.

PE-602.2 Sub-contractor / Supplier / Vendor will be liable to pay Liquidated Damages for late delivery of product / documentation as stated in the Purchase Order. Unless otherwise expressly specified, the rate of Liquidated Damages for late delivery of product shall be at the rate of 0.5% of the total price of undelivered product per week (or part thereof) of delay upto a maximum of 5% of the value of undelivered product. Such Liquidated Damages shall be deducted by the Purchaser from any monies due to Sub-contractor / Supplier / Vendor. Payments made by the Sub-contractor / Supplier / Vendor 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.

PE-602.3 Sub-contractor / Supplier / Vendor will be liable to pay Liquidated Damages for late delivery of Manuals, Drawings and Documentation as agreed to by Purchaser and Sub-contractor / Supplier / Vendor and as stated in the Purchase Order.

PE-602.4 If the equipment / article or any portion thereof be not delivered by the scheduled delivery date, the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the Sub-contractor / Supplier / Vendor at the prevailing bank rate of interest.

PE-602.5 The Purchaser shall be at liberty to purchase, manufacture or supply from stock as it deems fit, other articles of the same or similar description to make good such default and or in the event of the contract being terminated, the balance of the articles of the remaining to be delivered thereunder. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Sub-contractor / Supplier / Vendor.

PE-602.6 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/vendor to conform to the delivery schedule is inevitable.

PE-603 **Taxes & Duties :**
All taxes, duties, levies etc. as applicable outside India will be borne by firm / vendor, whereas,
All taxes, duties, levies etc. as applicable in India will be borne by GRSE.

PE-604	<p>Bank Charges : All normal Bank Charges in India will be borne by GRSE and Bank charges outside India will be borne by the supplier. Letter of Credit shall be negotiable through any correspondent Bank of GRSE Bankers in the supplier's country. Bank Charges for extension of LOC required by the Supplier's default shall be borne by the supplier.</p>	<p>the Purchaser to assist / supervise the installation, setting to work, commissioning, harbour and sea trials of the equipment supplied by the Sub-contractor / Supplier / Vendor for the periods as mutually agreed upon and as per the terms and conditions of the order. Should the Purchaser / Owner desire to avail services beyond the free service periods available against the contract, the Sub-contractor / Supplier / Vendor shall quote for the same on hourly / daily rate basis along with other terms and conditions, if any.</p>	
PE-7.0	<u>Inspection, Testing and Commissioning Assistance:</u>		
PE-701	<p>The equipment / items will be inspected by one or more agencies indicated below and an inspection certificate(s) shall accompany the equipment. Statutory : D. O. T. or N. M. D. Regulatory: Classification Society – L. R. S., A B. S., D. N. V., B. V., etc. Specification: Survey, DQAN / CQAE, Classification Society. Others: Owners, W. P. S. (K), GRSEL</p>	PE-712	<p>Conditions of tests and inspection requirements, if not held by the Sub-contractor / Supplier / Vendor are to be obtained from the Inspection Authority. Any / all other technical clarifications may be obtained from Inspection Authority directly, under intimation to Purchaser.</p>
PE-702	<p>The articles to be supplied shall be strictly in accordance with the drawings/specification/statement of requisition (SOR) / samples indicated in the order.</p>	PE-713	<p>The Sub-contractor / Supplier / Vendor shall accord all facilities to Purchaser's Inspectors / Nominated Agency to carry out Inspection / Testing during course of manufacture / final testing.</p>
PE-703	<p>The supplier /vendor/sub-contractor shall not sell, transfer, assign or otherwise dispose off the rights, liabilities and obligations under the contract without the previous consent of the purchaser in writing.</p>	PE-714	<p><u>REPLACEMENT FOR REJECTION :</u></p>
PE-704	<p>The articles shall be subject to Inspection and Quality Assurance by QA Authorities or their agents (Inspecting Officer) as specified in the order. The supplier/vendor/sub-contractor shall give 30 days' notice for inspection and will make necessary arrangements / provide necessary facilities to inspectors / nominated agency to carry out inspection / testing during course of manufacture/final inspection and testing as required. Formal Inspection Certificates will be issued by the relevant QA Authorities /Agents.</p>		<p>(d) Should the articles, or any portion thereof be rejected, the contractor shall collect the same from the purchaser's yard within 15 days from the date of intimation of such rejection to the supplier/vendor/sub-contractor and replace/rectify the same on top priority basis. Before collection of rejected items the supplier/vendor/sub-contractor shall furnish Bank Guarantee/Bank Draft of equivalent amount or accept GRSE holding back payment of their qualifying bills of equivalent amount till deficiencies are made good. The purchaser 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.</p>
PE-705	<p>Immediately on receipt of order the supplier/vendor/sub-contractor shall get in touch with the Inspection Authority and submit Quality Assurance Plan. Exact scope, stages and parameters of inspection and test schedule shall be as per QA Plan duly approved by the QA Authority. All charges for inspection shall be borne by the suppliers/vendors/sub-contractor.</p>		<p>(e) The guarantee period of replaced parts /items shall however be reckoned from the date of replacement.</p>
PE-706	<p>Receipt Inspection shall be carried out by GRSE/Indian Navy/Owner's representative at GRSE RIC as applicable. Joint inspection along with supplier/vendor's representative shall be carried out for major items as required. For materials supplied with long term preservation in sealed cases / cocoons, receipt inspection will be followed as per PRESERVATION at Cl. PE-112 above.</p>	PE-715	<p>The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by the Purchaser to assist / supervise the installation, setting to work, commissioning of the equipment supplied by the Sub-contractor / Supplier / Vendor.</p>
PE-707	<p>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.</p>	PE-801	<p><u>Agent or Agency Commission.</u></p>
PE-708	<p>The supplier/vendor/sub-contractor shall furnish all relevant Inspection Certificates and Test & Guarantee Certificates along with each consignment and copies of same in triplicate shall also be mailed / forwarded to GRSE immediately on despatch of articles. The supplier/vendor/sub-contractor shall also provide 3 copies of weighed Weight Certificate for items supplied.</p>		<p>The Seller confirms and declares to the Buyer that the Seller is the original manufacture of the stores referred to in this contract and has not engaged any individual on firm, whether Indian or foreign whatsoever, to intercede facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller nor has any amount been paid, promised or intended to be 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, the Seller will be liable to refund that the amount to Buyer. The Seller will also be debarred from entering into any Supply contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the contract 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 along with the interest at the rate of 2% per annum above, the LIBOR rate, the buyer will also have the right to receiver any such amount from any contracts concluded earlier with the Govt. of India.</p>
PE-709	<p>The decision of the inspecting authority or his agent, as the case may be, on any question of the intent, meaning and the scope of specifications / Standards shall be final, conclusive and binding on the Sub-contractor / Supplier / Vendor.</p>		
PE-710	<p>The Sub-contractor / Supplier / Vendor shall provide the requisite training for the Purchaser's / Owner's Personnel at Sub-contractor's / Supplier's / Vendor's / GRSE's premises or on board the vessel where the equipment is installed, in respect of the equipment received from the Sub-contractor / Supplier / Vendor. The cost of travelling, lodging, boarding etc. shall be borne as mutually agreed to and detailed in the order.</p>		
PE-711	<p>The services of the Sub-contractor's / Supplier's / Vendor's Engineers shall be provided free of cost till Guarantee period / extended Guarantee period as required by</p>		<p>The Contractor / Supplier shall confirm and declare to the Purchaser his genuine status as either the original</p>

manufacturer of equipment or as the stockist / supplier of the equipment / machinery / items referred to in this contract and that he has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Purchaser or any of its functionaries, whether officially or unofficially, to the award of the contract to the Contractor / Supplier 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 Contractor / Supplier shall agree that if it is established at any time to the satisfaction of the Purchaser that the present declaration is in any way incorrect or if at a later stage it is discovered by the Purchaser that the Contractor / Supplier 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, the Contractor / Supplier shall be liable to refund that amount to the Purchaser. The Contractor / Supplier will also be debarred from entering into any supply contract with the Purchaser for a minimum period of five years. The Purchaser will also have a right to consider cancellation of the contract either wholly or in part, without any entitlement or compensation to the Contractor / Supplier who shall in such event be liable to refund all payments made by the Purchaser, along with interest at the rate of 2% per annum above the LIBOR rate. The Purchaser will also have the right to recover any such amount from any contracts concluded earlier with the Purchaser.

PE-802 **Access to the Books of accounts.**

In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent on said 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 specific request of the Buyer shall provide necessary information/inspection of the relevant financial documents/information.

PE-803 **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/order, 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' in short) for adjudication of the said disputes or differences as Sole Arbitrator, in accordance with the provisions of the Arbitration & Conciliation Act, 1996.

The CMD (or MD), GRSE, if he so desires, may nominate/appoint another officer of GRSE 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 & Conciliation Act, 1996 and the rules framed thereunder or any statutory modification or 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., 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 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., 43/46 Garden Reach Road, Kolkata - 700 024.

PE-804 **Indemnification**

The Contractor / Supplier, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and or injury to the property and or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Contractor / Supplier, 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.

PE-805 **Force Majeure**

Should any force majeure circumstances arise, each of the party to the order 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 fire, flood, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the supplier), 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 by the party.

Notwithstanding the provisions of the immediate foregoing clause 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 order 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 order for the goods received..

PE-806 **Use of Undue Influence / Corrupt Practices:**

- a) The Contractor / Supplier 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 Contractor / Supplier or any one employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Supplier) or the commission of any offence by the Contractor / Supplier 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 Contractor / Supplier and recover from the Contractor / Supplier 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 Contractor / Supplier.
- b) The Contractor / Supplier 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 Contractor / Suppliers or any one employed by them or acting on their behalf (whether with or without the knowledge of the Contractor / Suppliers) or the commission of any offence by the Contractor / Suppliers 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 Contractor / Supplier 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 Contractor / Supplier 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 Contractor / Supplier, on a specific request of the Purchaser shall provide necessary information / inspection of the relevant financial document / information.

PE-807

Immunity of Government of India Clause

It is expressly understood and agreed by and between M/s. (Contractor / Supplier) and M/S Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata – 700024 (the Indian PSU) 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 Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata 700024 (the Indian PSU) 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 (Contractor / Supplier) expressly agrees, acknowledges and understands that Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata-700024 (the Indian PSU) 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, (Contractor / Supplier) 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.

PE-808

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.

PE-809

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved in its execution without the express written approval of the Integrated Headquarters, MOD(Navy) [DND/DSP].

PE-810

- a) As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.
- b) During Technical and / or commercial negotiation in case the participating vendors 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 vendor(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 confirmation 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.

Garden Reach Shipbuilders & Engineers Ltd.

**STANDARD TERMS AND CONDITIONS OF SUPPLY
IMPORTED EQUIPMENT/MACHINERY/ITEM.**

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
PE-101		PE-203		PE-501		PE-708	
PE-102		PE-204		PE-502		PE-709	
PE-103		PE-205		PE-503		PE-710	
PE-104		PE-206		PE-504		PE-711	
PE-105		PE-207				PE-712	
PE-106		PE-208		PE-601		PE-713	
PE-107		PE-209		PE-601.1		PE-714	
PE-108		PE-210		PE-602.1		PE-715	
PE-109		PE-211		PE-602.2			
PE-110		PE-212		PE-602.3		PE-801	
PE-111				PE-602.4		PE-802	
PE-112		PE-301		PE-602.5		PE-803	
PE-113		PE-302		PE-602.6		PE-804	
PE-114		PE-303		PE-603		PE-805	
PE-115		PE-304		PE-604		PE-806	
PE-116		PE-305				PE-807	
PE-117				PE-701		PE-808	
PE-118		PE-401		PE-702		PE-809	
PE-119		PE-402		PE-703		PE-810	
PE-120		PE-403		PE-704			
		PE-404		PE-705			
PE-201		PE-405		PE-706			
PE-202		PE-406		PE-707			

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 properly 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.*

FORMAT NO. QS/03/0019

**PROFORMA OF BANK GUARANTEE TOWARDS
SATISFACTORY PERFORMANCE**

THIS DEED OF GUARANTEE made thisday of

BETWEEN.....

(hereinafter called " THE BANK ") which expression shall unless excluded by or repugnant to the context , be deemed to include its successors in office and assigns of the ONE Part and GARDEN REACH SHIIPBUILDERS AND ENGINEERS LIMITED , having their Head OfficAt 43/46 , Garden Reach Road , Calcutta – 700024 (hereinafter called " THE BUYERS ") which expression shall unless excluded by or repugnant to the context be deemed to include their successors in Office and assigns of the part .

WHEREAS Messers having its registered office at (hereinafter called " THE SELLER ") 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 seller 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 offrom 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 seller by virtue of or arising out of the Terms and Conditions of the said Order.

Provided it is hereby expressly stipulated and agreed that if any question as to

whether any sum has become payable by the seller to the buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller of any change in the constitution or composition of the seller's

business and the liability of the bank under this presents shall not be impaired in any way by any extension of time or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the sellers and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulation contained in the said order and to be observed or performed by the sellers or by any other dealings between the Buyer and Seller 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 force from the date of issue of the Guarantee till..... and is limited to a sum of Rs. (Rupees.....)only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs..... (Rupees) only. Our Guarantee shall remain in force upto.....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

**FORM NO.
QS / 03. 0082**

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

(to be used by all scheduled banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Kolkata – 700 024 (herein after 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 _____ (thereinafter called "the said tender") of Security Deposit for the due fulfillment by the said party 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 reason of any breach by the said Party of any of the terms or contained in the said Tender.

2. We, _____ Bank _____ do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any beach 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 affect during the period that would be taken for the performance of the said Tender / Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied or discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certified that the terms and conditions of

the said Tender/Order have been fully & properly and 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. Contd. 2

-2-

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

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

6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs. _____ (Rupees _____) 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 aforesaid date of expiry, all the rights of their beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

For _____ Bank Limited.

Dated the _____ day of _____ 20_____

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 reason 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.

FORMAT OF BANK GUARANTEE TOWARDS SECURITY DEPOSIT

4. We.....Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms & conditions of the said Tender/Order or to extended time of performance by the said party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of 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.

ForBank Limited.

(seal)

Dated theday of2017

Annexure - II

SOR FOR 3D PLATE BENDING MACHINE AND ACCESSORIES

1. Vertical, double column, automatic working, hydraulic controlled plate bending machine for bending plate / panel of steel and aluminium.
2. Plate bending machine should work on principle of Cold Forming by combination of two deformation functions of stretching and bending to obtain the desired 3D bend or compound curvature shape of the plate / hull panel.
3. The bending machine should be equipped to perform Press bending, Roll stretching and Spot stretching.
4. Apart from the conventional semi-cylindrical, conical, knuckle bend shape of plate, the machine should be capable of bending plate panel in the compound curvature shapes alike Bulbous-Bow panel, Saddle panel, Bowl shape panel, Twisted panel, Bowl & Saddle panel, panel having R-Shape on back side etc. used in hull fabrication.
5. Easy bending of panels of any kind of shape with the help of wooden cross template (2D or 3D template) as only available bending information / reference.
6. Machine should be capable of bending plate / panel of maximum size 12.5 m X 3 m. For Alloy Steel (YS 390 MPa, UTS 510-690 Mpa, Elongation 20%) plate thickness range is 2.5 - 45 mm for conventional shape bending and for compound curvature bending plate thickness range is 04 - 30 mm. For Aluminium alloy plate thickness range is 03 – 20 mm for any shape bending.
7. Machine Principal parameters :

Pressing Capacity	:	6000 KN
Rolling Capacity (roll stretching)	:	1500 KN
Press Ram Stroke	:	500 mm
Stroke adjustable	:	20-480 mm
Max. Downward speed	:	80 mm/sec.
Pressing speed	:	5 mm/sec.
Max. Upward speed	:	80 mm/sec.
Clear Distance between columns	:	6000 mm
Clear height between upper & lower bridge	:	3000 mm (minimum)
Minimum Bed / Table size	:	1500 x 800 mm
Minimum height of Working table	:	900 mm
Input supply	:	400 (\pm 15%) V, AC 3P, 50 Hz.
Motor output Rating	:	30 KW
Hydraulic Oil quantity	:	560 L
Weight of machine	:	40 (appx.)
8. Work table should have suitable T-Slot clamping arrangement for holding die etc.
9. All functions of the machine should be PLC Controlled. To ease of operation the machine has to be equipped with a suitable movable control desk with operator panel having switches/lever, indicator lamps etc. for functions. In addition to movable control desk a remote control with the

most elementary controls of the press, should be connected to the control desk with a cable of about 6 m.

10. The control panel should have display unit to reflect the principal functional parameters like pressing force, travel, rolling speed adjustment, stroke selection and position adjustment etc.
11. The hydraulic system should be installed in the upper bridge of the frame for better performance of the hydraulic system, should also have easy access for maintenance and repair.
12. Necessary cooling of hydraulic system should be done with installed air oil cooler.
13. The machine should be able to work both pressure controlled and position controlled.

Pressure controlled :- the machine should be adjustable by +/- 0.1 T.

Position controlled :- the press setting should be adjustable by +/- 0.1 mm.

14. The work table and the upper tool holder can be rotated 360° (both direction) manually and optionally automatically through hydraulic & electric units. Should be operated through one device on the operating panel, the automatic rotation enabling both individual and synchronized rotation of the upper and lower tooling.

Rolling Stretching Unit :

15. The machine should have a Rolling unit for rolling stretching operation, integrated in the hydraulic-electric system of machine for rolling stretching operation.
16. Provision of easy interchanging between pressing & rolling unit on the under bridge of the press instead of the press table of the machine when pressing or rolling operation is necessary.
17. The rolling unit should be driven by hydraulic motor and planetary drive in a sturdy construction, efficiently to bend up to 30 mm thick alloy steel plate.
18. Adjustable (step-less) Rolling speed 0 to 7.5 m/min (both directions) with a pressing force of 1500 KN.
19. Height of rolling unit above floor approx. 950 mm.
20. The electric installation and the switching possibilities on behalf of the rolling installation should be integrated in the central control desk.
21. Common hydraulic system for Pressing and Rolling unit. The hydraulic control should be integrated in the press.
22. Offer includes all kind of essential adaptors for press and rolling unit. The electric cabling and hydraulic piping, tubes etc. between the press, control panel and the rolling unit.

Semi Portal Cranes :

23. 02 nos. similar Semi Portal crane running over same rail tracks, one side at ground and other side at suitable elevation on existing column structure of shop.
24. Semi portal cranes should be integral part of working cycle. Control of operation of cranes should be done through central operating panel of the bending machine.
25. Span of each crane is minimum 11 m and daylight is 8 m (appx.)
26. Both the cranes should travel both individually and synchronously (same directional movement) at either direction by 50 m with variable travel speed 0 to 30 m/min (step-less).
27. Protection against over run of cranes and against damage due to collision of cranes.
28. Each crane should have 02 nos. hoists each of minimum 3 T capacity with separate carriage.

29. Span of Travel for each carriage minimum 9.5 m, both the carriage of each crane should travel at either direction both individually and synchronously (for same directional movement)
30. Traversing speed for carriage : should have two speed 5 and 20 m/min (appx.) respectively.
31. Protection against damage due to collision of two carriages of any crane.
32. All four hoist should be operated (lifting and lowering) in the following modes:
 - a. Individually each hoist.
 - b. Synchronously any two hoist simultaneously of either cranes or same crane.
 - c. Synchronously all four hoist.
33. Hoist lifting and lowering can be performed at any two speed, fastest at 3 m/min (appx,) and slowest at 1 m/min (appx.) both loaded and unloaded condition.
34. Necessary switches to be provided at machine control panel for different cranes, carriages operations and different hoists operations at different speed.
35. All four hoists should be fitted with suitable spring damper mounted between the hook and block of the crane hoists to absorb the peak load exposed to the hoist and stabilised transportation of panel during bending.

Tools for flanging and bending with a length of 1500 mm :

Suitable toolsets to cover needs for flanging and bending of panels as mention in clause No. 6, should consist of:

36. One upper tool holder
37. One set of flanging stamps consisting of 5 pcs. with different lengths to construct the full length (1.5 m) of punch having easy assembly arrangement with upper tool holder.
38. One suitable square flanging die, "V" Block, which have 4 "Vs" of different depth with an matching "v" groove angle with punch.
39. One die holder for holding die with table top.
40. Adjustable ledge to adjust the height of the flange.
41. Tools for bending job with a total length of 1500 mm consisting of:
 - a. One set of stamps (divided into 4 pcs.) designed with suitable bending radius, which can be pushed easily on the upper tool holder
 - b. Two bending dies suitable designed with a matching bending radius with punch having a length of 1500 mm. which can be fixed in the T-slots on the table top.
42. Necessary accessories including fasteners for assembly / fixing of tools required for flanging and bending of panels needs to be supplied.

Rolling Stretching Tools :

Suitable toolsets to cover needs for compound curvature bending by rolling stretching of panels as mention in clause No. 6 except aluminium panel, should consist of:

43. One set of cylindrical rollers for stretching plates, consisting of one piece upper roll holder and one piece under roll holder with hardened stretching rolls of suitable diameter, provided with cylindrical roller bearings.

44. One set of curved rollers for stretching plates and consisting of one piece upper roll holder and one piece under roll holder with hardened spherical stretching rolls of suitable size, provided with cylindrical roller bearings and suitable bending radius.
45. Necessary accessories including fasteners for assembly / fixing of tools required for compound curvature bending of panels by rolling stretching needs to be supplied.

Spot Stretching Tools :

Suitable tool set designed for straightening, spot stretching and bending at any form of the shipbuilding panels as mention in clause No. 6, consisting of:

46. Upper tool holder of suitable design for holding different spot stretching stamps.
47. One pieces each of Rectangular, Convex & Deep drawing stretching stamp of suitable design.
48. One under matrix of suitable design for deep drawing operation.
49. One under matrix of suitable design for concave pressing operation requirement.
50. One flat type stretching die of suitable design.
51. One under matrix die holder suitable designed for holding of all kind of dies with machine work table.
52. Necessary accessories including fasteners for assembly / fixing of tools required for straightening, spot stretching and bending of panels needs to be supplied.

Other Requirements :

53. Offer includes supply at GRSE (Main Unit), installation and commissioning of the machine, accessories including semi portal cranes and different tools etc., mountings, consumables and spares including first charge of hydraulic & lubricating oil etc.
54. Only the foundation work (up to RCC work) as per design, drawing and specification of manufacturer / supplier of machine will be under the scope of work of GRSE Ltd. Firm to submit working foundation drawing within 30 days of issuance of PO/LOA. Power requirement also to be intimated alongwith foundation details.
55. Necessary assistance of EOT crane (10T capacity), fork lift for handling the components of machine during commissioning will be provided by GRSE Ltd. Accommodation or manpower will **not** be provided by GRSE.
56. Offer includes supply of emergency standby spares. The list of the same to be submitted alongwith offer.
57. Supplier should agree to make arrangement of fast supply of genuine consumables and spares.
58. Offer includes all types of cables, ducts, hose, fasteners, lubrication oil etc. required for installation, commissioning and operation of machine.
59. Offer includes necessary training (theoretical and practical) to be provided by the supplier to the GRSE engineers, operators and maintenance personnel for efficient operation and effective maintenance of the machine and accessories. Necessary material require for bending during practical training will be provided by GRSE Ltd. Training duration will be 30 days maximum.
60. Minimum two years on-site warranty. Any call for defect rectification to be attended within 02 working days.

61. After sales service is also an important factor for which the supplier should give guarantee for instant response and quick solution of the problem caused due to break down to avoid production delay.
62. Minimum 03 copies of operational manual, circuit diagram, maintenance manual etc. of machine and accessories are to be provided.
63. Supplier should agree to take responsibility of AMC immediately after completion of warranty period.
64. During TNC, estimate of AMC charges is to be discussed upon which also a parameter for machine selection.
65. The satisfactory performance report of quoted model sold to other organisation in India may be required during TNC.
66. Machine and associated stores to be delivered within 04 months of issuance of LOA/PO. Machine to be commissioned within 45 days of supply.
67. The bidder should have manufactured at least two similar or higher capacity machines.
68. The bidders should have an average annual turnover of at least INR 20.0 crores in last 03 Finance Years ending on 31 Mar 2017.
69. Inspection will be carried out by Third Party Inspectors, which will be decided during TNC. Factory Acceptance Trials (FATs)/Final Inspection may be witnessed at the firm's premises by GRSE representatives.

XXXXXXXXXXXXXXXXXXXX