

CORRIGENDUM No. 2

| | | |
|----|--------------------------------------|---|
| 1. | ORGANISATION / संगठन | GOA SHIPYARD LIMITED / गोवा शिपयार्ड लिमिटेड |
| 2. | DEPARTMENT / विभाग | Outsourcing Dept. – Capital Section |
| 3. | TYPE OF TENDER / निविदा का प्रकार | Global Open E-tender Two Bid System |
| 4. | TENDER REFERENCE NUMBER & DATE | P20/FR-01/CAP-18 DT. 26.07.2023 |
| 5. | DESCRIPTION OF GOODS / माल का विवरण | Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. as per technical specification |
| 6. | CORRIGENDUM REFERENCE | P20/FR-01/CAP-18/ COR-2 |

Details of Corrigendum are as follows

CORRIGENDUM

1. CLARIFICATIONS TOWARDS BOQ-1 (PERCENTAGE OF PRICE BREAK-UP)

The firm (Indian and Foreign bidders) have to submit the percentage of price break-up of the Total amount quoted in the BOQ-1 **without disclosing the price** in the firm's technical bid as per the format below.

On Firm's Letter Head

| SR. NO. | DESCRIPTION | PERCENTAGE (%) BREAKUP |
|---------|---|---|
| 1 | Supply of Transporter of 100T Capacity- 2 nos as per technical specification | _____% (Do not mention price) |
| 2 | Service engineer charges for Installation, Testing and Commissioning (Lumpsum). | _____% (Do not mention price) |

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....

| Sr. No. | Clause as per Existing Tender for Annexure IV “Commercial terms and conditions” – (For Foreign Bidders) Payment terms SR. NO. XXII. | Modified Clause as per Corrigendum for Annexure IV “Commercial terms and conditions” – (For Foreign Bidders) Payment terms SR. NO. XXII. <u>(Clause amended for payment towards Supply of equipment & Service Engineer Charges)</u> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------|--|---|-------------|---------------|----|---|----------------------|---|---|----------------------|---|--|----------------------|---|--|----------------------|---|----------------------------------|----------------------|---|--|----------------------|---|---|----------------------|---|---|----------------------|---|--|----------------------|--|---------|-------------|---------------|----|---|----------------------|---|---|----------------------|---|--|----------------------|---|--|----------------------|---|----------------------------------|----------------------|---|--|----------------------|---|---|----------------------|---|---|----------------------|---|--|----------------------|
| | <p>XXII: PAYMENT: A) FOR SUPPLY OF EQUIPMENT : 100 % CFR value would be paid by irrevocable Letter of Credit through State Bank of India, Commercial Branch, Vasco-da-Gama, Goa, India/ Bank of Maharashtra/Union Bank of India, Goa, India on submission of following documents against each consignment. The documents listed at sl. nos. 1 to 9 are mandatory for clearance of cargo from customs. However, the value of invoice would be reduced to the extent of LD amount in the event of delay. After deduction, GSL would issue debit note / receipt for such deductions on submission of original shipping documents. The documents listed at sl. nos. 1 to 9 are mandatory for clearance of cargo from customs.</p> <table border="1" data-bbox="205 609 1068 1404"> <thead> <tr> <th>Sr. no.</th> <th>Description</th> <th>No. of Copies</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Clean Ocean Onboard Bill of Lading /AWB</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>2</td> <td>Signed Commercial Invoice with Item wise unit rate & total value showing CFR Prices</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>3</td> <td>Packing list indicating the items, description of items (weight of each item) included in each packing & shall have its own identification list.</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>4</td> <td>Factory Acceptance Trials report if applicable</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>5</td> <td>Certificate of Country of Origin</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>6</td> <td>Inspection Certificate as per clause XX</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>7</td> <td>Manufacturer’s Guarantee/ Warrantee certificate</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>8</td> <td>Sea Worthiness Certificate issued by shipping liner</td> <td>1 Original +4 Copies</td> </tr> <tr> <td>9</td> <td>Performance Bank Guarantees (PBGs) equivalent to 10% of order value from a Bank of International repute, valid till the expiry of the Guarantee period plus 3 month claim period as per GSL format (enclosed at Annexure X)</td> <td>1 Original +3 Copies</td> </tr> </tbody> </table> | Sr. no. | Description | No. of Copies | 1. | Clean Ocean Onboard Bill of Lading /AWB | 1 Original +4 Copies | 2 | Signed Commercial Invoice with Item wise unit rate & total value showing CFR Prices | 1 Original +4 Copies | 3 | Packing list indicating the items, description of items (weight of each item) included in each packing & shall have its own identification list. | 1 Original +4 Copies | 4 | Factory Acceptance Trials report if applicable | 1 Original +4 Copies | 5 | Certificate of Country of Origin | 1 Original +4 Copies | 6 | Inspection Certificate as per clause XX | 1 Original +4 Copies | 7 | Manufacturer’s Guarantee/ Warrantee certificate | 1 Original +4 Copies | 8 | Sea Worthiness Certificate issued by shipping liner | 1 Original +4 Copies | 9 | Performance Bank Guarantees (PBGs) equivalent to 10% of order value from a Bank of International repute, valid till the expiry of the Guarantee period plus 3 month claim period as per GSL format (enclosed at Annexure X) | 1 Original +3 Copies | <p>XXII: PAYMENT: Payment will be done as follows: A) FOR SUPPLY OF EQUIPMENT : 100 % CFR value of equipment would be paid by irrevocable Letter of Credit through State Bank of India, Commercial Branch, Vasco-da-Gama, Goa, India on submission of following documents against each consignment. 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| 1. | Clean Ocean Onboard Bill of Lading /AWB | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Signed Commercial Invoice with Item wise unit rate & total value showing CFR Prices | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 4 | Factory Acceptance Trials report if applicable | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Certificate of Country of Origin | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Inspection Certificate as per clause XX | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Manufacturer’s Guarantee/ Warrantee certificate | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Sea Worthiness Certificate issued by shipping liner | 1 Original +4 Copies | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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Note 1:

- a. Documents at 1 to 9 are mandatory for negotiating documents through Bank. In case of delay in providing the mandatory documents which results in delay in filling bill of entry and delay in clearance and consequently result in payment of late fee and demurrage charges, the same will be charged to your account and will be deducted from the above payment. Part Shipment permitted & Transshipment not permitted unless specifically mentioned in Tender enquiry or mutually agreed terms.
- b. In case of delay in submission of the document at sr. no. 9, you may negotiate the documents for 90% value only and balance 10% will be paid separately on submission of PBG.

Note 2:

- a) Bank charges in India will be borne by GSL and the supplier will bear the Bank charges outside India.
- b) Bidder to intimate readiness of cargo and request for LC opening, 90 days prior to FOB delivery date. L/C will be opened 45 days prior to scheduled delivery with a validity of 90 days. (In case of short delivery period items, LC shall be opened 30 days prior to the scheduled delivery.)
- c) Original documents listed in **clause no. XXII.A** submitted in the supplier's bank should reach Indian Bank within 21 days from the date of bill of lading.
- d) Bidder has to mention GSL GST (Goods & Service Tax) No., IEC (Import Export Code) and LC (Letter of Credit) no. on Invoice & Bill of Lading for the purpose of Custom clearance.
- e) L/C amendment charges to be borne by the supplier.
- f) In case, delivery of Equipment is same, then a single PBG @ 10% of PO value to be submitted by the firm.
- g) The bidder or supplier shall not change the Bank during the entire period of performance of the contract.

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- e. L/C amendment charges to be borne by the supplier.
- f. The bidder or supplier shall not change the Bank during the entire period of performance of the contract.

B) FOR SERVICE ENGINEER CHARGES:

100% payment for Service engineer charges would be paid through Telegraphic Transfer (TT) after receipt of Work completion certificate / Commissioning Certificate for Equipment issued by GSL User Dept. (Production).

The following documents shall be submitted:-

- a) Invoice
- b) Work completion certificate / Commissioning Certificate for Equipment issued by GSL User Dept. (Production).
- c) Service Engineer report.

Note 3:

- a. Bank charges in India will be borne by GSL
- b. The supplier will bear the Bank charges outside India.
- c. All bills/invoices are to be addressed to HOD (OS), Goa Shipyard Ltd., Vasco-da-Gama, Goa.

General Note:

1. This amended Clause is for Sr. No. XXII of Annexure IV.
2. Foreign Firms participating for the tender are requested to take note of above and quote accordingly.
3. While submitting Acceptance to Tender Terms and conditions, above mentioned clause issued under Corrigendum will be treated as part of Original Tender. Bidder has to submit their acceptance considering above Terms mentioned in Corrigendum.

TECHNICAL CORRIGENDUM

1. The mandatory technical parameters for 100 Tons Self Propelled Shipyard Transporter




| Sr. No. | Description | Technical parameters |
|---------|--------------------------|---|
| i. | Payload | 100 Tons |
| ii. | Load Platform | Length- 10 meters and Breadth – 5 meters |
| iii. | Number of wheel Bogies | 4 |
| iv. | Number of tyres | 8 |
| v. | Deadweight | Not more than 30 Tons |
| vi. | Ability to be towed | Yes. (From front as well as from rear). |
| vii. | Ability to tow | Yes. |
| viii. | Height adjusting Ability | Yes, as per manufacturer design |
| ix. | Diesel Engine | Adequate power to lift and carry 100T payload which shall be as per manufacturer design. |
| x. | Steering modes | As per manufacturer design |
| xi. | Control System | Programming language of the controller shall be in English and the passkey to assess and reset the coding shall be provided to GSL. |







A.M.C.T.O.
 P.V. Bhat
 DGM (M)

|  eProcurement System for PSUs under MoD Published Corrigendum Details | | | | | |
|--|---|---|----------------------|--|---|
| | | | | | Date : 24-Aug-2023 07:06 PM |
| | | | | |  Print |
| Organisation Chain : | | Goa Shipyard Limited COMMERCIAL | | | |
| Tender ID : | | 2023_GSL_93179_1 | | | |
| Tender Ref No : | | P20/FR 01/CAP 18 DT. 26.07.2023 | | | |
| Tender Title : | | Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. as per technical specification Detailed Scope attached at Technical Specification ANNEXURE I | | | |
| Corrigendum Type : | | Technical Bid | | | |
| Corrigendum Document Details | | | | | |
| Corr.No. | Corrigendum Title | Corrigendum Description | Published Date | Document Name | Doc Size(in KB) |
| 1 | Corrigendum for Technical and Commercial points to be noted | Please download and refer the pdf file attached. Kindly upload your offer accordingly. | 24-Aug-2023 07:06 PM | Commercial_Technical_Corr.pdf  | 911.92 |

गोवा शिपयार्ड लिमिटेड
GOA SHIPYARD LIMITED

आयएसओ 9001:2015,14001 :2015,45001 :2018 प्रमाणित कंपनी
An ISO 9001:2015,14001:2015,45001:2018 Certified Company

भारत सरकार का उपक्रम
(A GOVERNMENT OF INDIA UNDERTAKING)

रक्षा मंत्रालय
MINISTRY OF DEFENCE
वास्को-द-गामा, गोवा 403802, भारत
VASCO-DA-GAMA, GOA 403802,INDIA



टेलीफोन /Tel : (0832) 2512152-56 2512359
फैक्स /Fax : (0091-832)2514232, 251148, 2513260
ई-मेल /E-mail : contactus@goashipyard.com
वेबसाइट /Website : www.goashipyard.in

GSL CORPORATE IDENTITY NUMBER
(CIN) : U63032GA1967GOI000077
GSTIN : 30AAACG7569F1ZR

पंजीकृत कार्यालय और यार्ड : वास्को-द-गामा, गोवा - 403802
Registered Office & Yard : Vasco-da-Gama, Goa - 403802
सभी उत्तर अध्यक्ष एवं प्रबंध निदेशक को संबोधित करना है।
All replies to be addressed to the Chairman & Managing Director

E-PROCUREMENT NOTICE INVITING TENDERS (NIT)
DETAILS OF TENDER

| | | | | |
|---|-------------------------------------|--|---------------------------------------|---|
| 1. | ORGANISATION / संगठन | GOA SHIPYARD LIMITED / गोवा शिपयार्ड लिमिटेड | | |
| 2. | DEPARTMENT / विभाग | Outsourcing Dept. – Capital Section | | |
| 3. | TYPE OF TENDER / निविदा का प्रकार | Global Open E-tender Two Bid System (Part – I Techno Commercial Bid, (WITHOUT PRICE) Part – II Price Bid) (WITH PRICE) | | |
| 4. | TENDER REFERENCE NUMBER & DATE | P20/FR-01/CAP-18 DT. 26.07.2023 | | |
| 5. | DESCRIPTION OF GOODS / माल का विवरण | Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. as per technical specification Detailed Scope attached at Technical Specification ANNEXURE 'I' | | |
| 6. | DELIVERY SCHEDULE / वितरण कार्यक्रम | <u>FOR INDIAN BIDDERS:</u> F.O.R GSL, Goa Delivery basis: <table border="1"><tr><td>Transporter of 100T Capacity - 2 Nos.</td></tr><tr><td>Within 12 months from the date of placement of PO</td></tr></table> | Transporter of 100T Capacity - 2 Nos. | Within 12 months from the date of placement of PO |
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| Within 12 months from the date of placement of PO | | | | |

| | | | | |
|---|---|--|---------------------------------------|---|
| | | <p><u>FOR OVERSEAS/ FOREIGN BIDDERS:</u></p> <p><u>FOB Delivery:</u></p> <table border="1"> <tr> <td>Transporter of 100T Capacity - 2 Nos.</td> </tr> <tr> <td>Within 12 months from the date of placement of PO</td> </tr> </table> | Transporter of 100T Capacity - 2 Nos. | Within 12 months from the date of placement of PO |
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| Within 12 months from the date of placement of PO | | | | |
| 7. | BID VALIDITY / बोली वैधता | 180 days from the date of opening of the tender. | | |
| 8. | BID CLOSING DATE | 24.08.2023 | | |
| 9. | BID OPENING DATE | 25.08.2023 | | |
| 10. | OFFICER INVITING BIDS / बोली आमंत्रित करने वाला अधिकारी | DGM (PURCHASE-OS) | | |
| 11. | BID OPENING AUTHORITY / बोली खोलने का अधिकार | GSL Purchase / Finance Officer | | |
| 12. | ADDRESS / पता | GOA SHIPYARD LIMITED Vaddem, Vasco-Da-Gama, Goa-403802. | | |
| 13. | CONTACT DETAILS / संपर्क विवरण | <p>A) FOR COMMERCIAL RELATED ISSUES</p> <p>Name: Mr. Fabian Savio Rodrigues, DGM (Pur-OS) Telephone no. 0832- 2512152-56, Extn. 4552 Mob.: (+91) 9881300756 Email: fabianrodrigues@goashipyard.com</p> <p>Name: Mr. Vivek K. Sail, HOD (OS) Tel no.: 0832- 2512152-56, Extn. 4556, 0832-2514478 Mob.: 9421246478 Email id: vivekksail@goashipyard.com</p> <p>B) FOR TECHNICAL RELATED ISSUES</p> <p>Mr. Mukesh Kumar Meena, DGM (Plant Maintenance) Phone: 0832-2512152-56 Ext. 2364 Mob.: 9423323206 Email id: mukeshmeena@goashipyard.com</p> <p>Cdr. Santosh Gupte, AGM(Yard Services) Phone: 0832- 2512152-56 Ext. 5132 Mob.: 9930089872 Email id.: santoshgupte@goashipyard.com</p> | | |

14. GSL STANDARD TERMS AND CONDITIONS FOR THE E-TENDERING:

All GSL procurements will be done only through e-tendering mode.

15. TENDER WILL HAVE A TIME SCHEDULE ALONG THE LINES AS INDICATED BELOW:

| Sl. No. | Particulars | Date (DD/MM/YYYY) | Time (Hrs. Mins) |
|---------|--|-------------------|------------------|
| a. | Tender e-Publication date | 26.07.2023 | 15.00 |
| b. | Document download start date | 26.07.2023 | 15.00 |
| c. | Document download end date | 24.08.2023 | 12.00 |
| d. | Start date for seeking Clarification on-line | 27.07.2023 | 15.00 |
| e. | Last date for seeking Clarification on-line | 17.08.2023 | 15.00 |
| f. | Bid Submission start date | 27.07.2023 | 15.00 |
| g. | Bid submission end date (Closing date) | 24.08.2023 | 15.00 |
| h. | Technical Bid Opening date | 25.08.2023 | 15.30 |

16. SUBMISSION OF BID IN TWO BID SYSTEM:

Bid must be submitted in two parts through E-tendering system. Bidders are requested to log on to website <http://eprocuregsl.nic.in> for submission of Bids against above tender. **No Bid shall be accepted off-line.**

17. MODIFICATION TO THE BIDS:-

Bidders desirous of submitting modified Bids prior to the closing date & time may do so by submitting revised Bid online not later than the deadline for submission of Bids. The system will accept only the last submitted Bid. **Please note that modified Bids shall be submitted through e-Procurement systems only.**

18. TECHNO COMMERCIAL BID:

All following documents required in cover details are to be uploaded without fail. These documents are to be uploaded only in **.pdf / rar format.**

| DOCU MENT NO | REQUIRED DOCUMENTS FROM BIDDERS IN COVER I | NAME OF DOCUMENT |
|--------------------|---|---------------------|
| 1) | Complete NIT, Tender document, drawings, corrigendums and addendums, if any, issued by GSL duly endorsed (signed and stamped) at the bottom of each page by the Bidder. | TENDER DOCUMENT |
| 2) | Documents in line with Technical Pre-Qualification Criteria (PQC) - Annexure A | PQC DOCUMENT |
| 3) | Copy of Earnest Money Deposit (EMD) | EMD |
| 4) | Detailed Technical offer in line with Technical Specifications & Scope of Supply as per Annexure I duly signed & stamped | TECHNICAL BID |
| 5) | Deviations in the Technical Specifications if any duly signed & stamped | TECHNICAL DEVIATION |

| | | |
|-----|--|---|
| 6) | Detailed Commercial Bid in compliance with GSL's Commercial Terms & Conditions (CTC) duly signed & stamped: - Indigenous firms - (Annexure III) - Foreign firms - (Annexure IV) | COMMERCIAL BID |
| 7) | Bidder to confirm whether quoted or not quoted against all items indicated in the Price Bid format as per - <u>Annexure II</u> (BOQ-1) duly signed & stamped. (Main Equipment) (BOQ-2 for AMC quotation for 3 years) | UN PRICED BID |
| 8) | Acceptance to GSL Commercial Terms & Conditions (CTC) in the prescribed format duly signed & stamped as per <u>Annexure V a - for Indigenous firms &</u> <u>Annexure VI a - for foreign firms</u> | COMERCIAL ACCEPTANCE |
| 9) | Deviations if any in Commercial Terms & Conditions in prescribed format duly signed & stamped as per <u>Annexure V for Indigenous firms &</u> <u>Annexure VI for overseas firms</u> | COMMERCIAL DEVIATIONS |
| 10) | Compliance to GSL Loading Factors duly signed & stamped as per <u>Annexure VII (Applicable to Indigenous Suppliers)</u> | COMPLIANCE TO GSL LOADING FACTOR |
| 11) | Compliance to GSL Loading Factors duly signed & stamped as per <u>Annexure VIII (Applicable to Foreign Suppliers)</u> | COMPLIANCE TO GSL LOADING FACTOR |
| 12) | Compliance to GSL Prescribed PBG format duly signed & stamped as per <u>Annexure IX for Indigenous firms &</u> <u>Annexure X for foreign firms</u> | PBG COMPLIANCE |
| 13) | GST Invoice format duly signed & stamped as per <u>Annexure XI (Applicable to Indigenous Suppliers)</u> | GST INVOICE COMPLIANCE |
| 14) | ECS Mandate format duly signed & stamped by firm and their Banker as per <u>Annexure XII (Applicable to Indigenous Suppliers)</u> | ECS MANDATE |
| 15) | Purchase Order Acceptance format duly signed & stamped as per <u>Annexure XIV</u> | PO ACCEPTANCE COMPLIANCE |
| 16) | Bank Solvency Certificate (Indigenous Bidders) as per <u>Annexure XV</u> | BANK SOLVENCY |
| 17) | MSE Status Declaration by the Bidder (if applicable) duly signed & stamped as per <u>Annexure XVII (Applicable to Indigenous Suppliers)</u> | MSE STATUS DECLARATION |

| | | |
|-----|---|------------------------------------|
| 18) | Self declaration by the Bidder duly signed & stamped as per <u>Annexure XVIII.</u> (Applicable to <u>Indigenous Suppliers</u>) | SELF DECLARATION |
| 19) | 15CB Format duly signed & stamped by firm and their Banker as per <u>Annexure XIX</u> (Applicable to Foreign Suppliers) | 15CB DECLARATION |
| 20) | Self attested copy of GST and Permanent Income Tax Account Number duly signed & stamped as per <u>Annexure XX</u> (Applicable to Indigenous Suppliers) | GST DETAILS |
| 21) | Checklist for attachments to Price Bid duly signed & stamped as per <u>Annexure XXI.</u> | CHECKLIST OF PRICE BIDS |
| 22) | Pre contract Integrity Pact for (Indian Bidder) as per <u>Annexure XXII</u> | IP-I |
| 23) | Pre contract Integrity Pact for (Foreign Bidder) as per <u>Annexure XXIII</u> | IP-F |
| 24) | Total Checklist for the documents to Techno-Commercial Bid duly signed & stamped as per <u>Annexure XXIV.</u> | CHECKLIST OF TECHNO-COMMERCIAL BID |
| 25) | If any other documents required to be submitted duly signed & stamped | OTHER |

Note: If 'Commercial Deviations' have cost implications, the same will be considered for loading for commercial evaluation.

19. PRICE BID:

- The Price Bid containing the Bill of Quantity (i.e. BOQ-1 & BOQ-2)- will be in Excel format and shall be downloaded by the Bidder and will quote the rates for the offered items on this Excel file (**Annexure II**).
- Foreign Bidders shall submit their commercial offer/ prices in **USD/ EUR** only and Indian Bidders (OEM) shall submit their commercial offer/ prices in **INR** only in the BOQ.
- Order will be finalized on technically & commercially cleared L-1 Bidder meeting the provisions of the tender terms.
- If the Technically & Commercially cleared lowest Bidder's L-1 price does not qualify for considering the firm for placement of order, if the quoted prices are not found to be reasonable. This may necessitate conducting Price negotiating committee (PNC) meeting with commercially & technically cleared firm.

20. WITHDRAWAL OF BID:

Bidder may withdraw a Bid submitted already before the end Bid submission date and time.

21. CLARIFICATIONS: Bidders shall seek clarification about the techno-commercial conditions or any perceived ambiguity in the price bid format, or in respect of which they want some relaxation/ modification, along with the details thereof and the extent of variation, if any. The clarifications sought will be addressed 7 days prior to the tender closing date. Pre-bid meeting in online/ offline mode will be held with the bidders seeking clarification on 03.08.2023. Mr. Mukesh K. Meena, DGM (Plant Maintenance) shall be the co-coordinating officer for the Pre-bid meeting.

Following the meeting, written communication shall be issued to all bidders in the form of corrigendum to the tender, containing the clarifications on the issues discussed, including relaxation in/modification to the techno-commercial conditions and the price bid format.

It is confirmed that the clarifications and/ or modifications issued as a part of the pre-bid meeting shall be deemed to be a part of the tender enquiry (TE) and the bidders shall diligently take those into account while submitting techno-commercial and price-bids.

Decision of GSL on the clarifications/modifications shall be final and if required the TE shall be retracted and the case re-initiated ab initio.

22. BID VALIDITY: The details of Bid validity are as per Para 7 above (i.e. 180 days from the date of opening of price Bid). The Bidder shall not, during the validity period or within the period extended by mutual consent, revoke or cancel his tender or alter any terms/conditions thereof without the written consent of GSL. If a Bidder is found violating this condition, GSL shall have right to take appropriate further action. A bid valid for shorter period shall be rejected by the procuring officer. The Procuring Officer may also request the consent of the bidder for extension of the bid validity. Such request shall be made formally. In such cases, EMD validity (if applicable) shall also be suitably extended.

It is the Bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-tender website. Under any circumstances, GSL shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-tender system or internet connectivity failures.

23. INSTRUCTION TO THE BIDDERS FOR FILLING OF PRICE BID I.E. BOQ:

- a) Foreign Bidder shall quote their rates for Main Equipment on CFR Nhava Sheva / Mumbai Seaport, India basis in BOQ column M. Relevant Currency to be selected in Column L by the Bidder.
- b) Indigenous Bidder shall quote their rates for Main Equipment on FOR GSL, Goa delivery basis in BOQ at column M. Currency to be selected as INR in Column L by Bidder.
- c) To arrive L-1 price, conversion of foreign currency into Indian rupee will be made at the prevailing TT selling exchange rate of State bank of India (SBI) on the date of closing of the tender.
- d) Prices quoted in the BOQ-2 i.e. AMC for 03 years; **will not be considered for arriving L-1 price.** The same is an optional price which will be referred at later stage when the need arises (however negotiation if required will be carried out during Price Negotiation meeting).

24. BID REJECTION CRITERIA:

A) Bids shall be categorically rejected if:

- 1) Offer without **EMD** would be considered as non-responsive and summarily rejected.
- 2) Bidders not agreeing to furnish **PRE-CONTRACT INTRGRITY PACT** as per **Annexure XXII Indian Bidder and ANNEXURE XXIII Foreign Bidder**
- 3) Bidder not agreeing to furnish **PERFORMANCE BANK GUARANTEE (PBG)**
- 4) Bidders not agreeing to furnish **SECURITY DEPOSIT (SD)**.
- 5) **Bank Solvency Certificate** not submitted by Indigenous bidder.

B) Following Bid rejection criteria shall also render the Bids Liable for Rejection.

- i. Bidder's failure to reply to clarifications sought during evaluation of the bids within the given period which may range between two to three weeks depending on the deficiencies noticed in the bids or drawings or technical data provided the last date for submission of clarification is within the validity period of offer.
- ii. Misleading bids with malafide intention, in the considered opinion of TNC.
- iii. Technical requirements and/ or terms not acceptable to GSL.
- iv. Submission of abnormally/ freak low Bid: An abnormally/ freak Low Bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price.
- v. Validity period indicated by Bidders is considerably shorter than that specified in the tender enquiry.
- vi. Non submission of Commercial offer / prices for AMC for 03 years.
- vii. Bidders not agreeing to provide assistance for installation of equipment supplied by them or stand guarantee for the equipment supplied or quoting to only one part of the tender while not submitting quote to the other part which is, inseparable with the first part.
- viii. Wherever Price Variation Clause (PVC), Exchange Rate Variation (ERV) and Price escalation clause are not allowed as per this Tender but the bidder(s) quoted with PVC, ERV and Price escalation clause.
- ix. BOQ (Price Bid) not submitted in the GSL format.
- x. Submission of forged documents or false declarations made or indulging in corrupt practices or not following to the code of conduct.

25. OPENING OF TENDER& EVALUATION (E-TENDER):

The Technical and Price bids received through e-tender will be decrypted and opened online, on or after the scheduled dates and time. Till such time, the bids will be only in the encrypted form. After the scheduled time, the bids will be opened by stipulated *Bid Openers* with their Digital Signature Certificates (DSC). The Technical-bids shall be evaluated based on the information furnished by bidders. If any clarification is required from bidder, GSL will seek such clarifications. If required, they will be called for technical discussions. The bidder has to present for technical discussions if called for either in person or video conferencing.

After evaluation of Techno- commercial-bids, all the bidders who participated in the tender will get information regarding their acceptance or otherwise of their tender. In case of non-acceptance of

tender, reason shall be furnished. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders communicating the date and time of opening of Price-bid.

The Price-bid of the successful bidders (techno-commercially qualified) will be decrypted and opened on-line, on or after the scheduled date and time by the *Bid Openers* with their Digital Signature Certificates (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website. Bidders intending to witness the Tender opening shall log on to <http://www.eprocuregsl.nic.in> using digital signatures for witnessing the opening.

26. BID EVALUATION CRITERIA:

Tenders will be evaluated for technical suitability in the first instance. Offers found technically suitable will be further processed for commercial evaluations which are strictly as per the commercial terms and conditions stipulated in the tender documents. Deviations to the tender conditions are not acceptable. Any firm found deviating the tendered Commercial Terms & Conditions, even if found technically qualified may be liable for rejection. Only Techno-commercially qualified offers will be considered for "Price Comparison".

The criteria for deciding 'L-1' (Lowest Bidder) will be overall landed least cost to GSL (on Least Cost System) which is technically/ commercially advantageous to GSL. GSL decision, in this regard, will be final and binding on the bidder.

The L1 (Lowest Bidder) bidder will be decided by summing up the basic rate in the BOQ-1 after applying the loading factor wherever applicable as indicated in the tender document to arrive overall landed least cost to GSL. Non-submission of any price component by bidder will be taken as 'zero' by the system; the evaluation will be done accordingly.

Notes:

- a. Financial evaluation will be done **without considering GST** (for indigenous bidders) rate to determine L1 status of bids in view of Input Tax Credit (ITC) mechanism applicable to B2B scenario. However bidders to mention the rate of applicable GST % in **Annexure XXI**
- b. Online ranking visible to bidders after opening price bids (BOQ) is without loading parameters/ factors. However, the L1 bidder will be evaluated offline by applying the relevant loading factors/ parameters as per GSL procurement norms.

27. CORRECTION OF ERRORS:

Bids determined to be responsive will be checked by the GSL for any arithmetic error. Errors will be corrected by GSL as follows:

For tendering through E- Procurement:-

Where there is a discrepancy between the rates in html format and the attachment to price bid (if applicable), the rates in attachment to price bid will govern. In attachment to Price bid; if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate as quote will be considered.

28. RANKING OF BIDDERS: Ranking of price bids shall be done on the basis of “overall landed least cost to GSL, exclusive of taxes & levies”.

GSL reserves the right to close the Tender during the tendering process, without assigning any reasons, without any financial implication to GSL and GSL will not entertain any claims, of whatsoever nature, from the vendors. GSL also reserves the right to accept or reject in full or part of the tender, or to withdraw the tender in toto, without assigning any reasons thereof. The decision taken by GSL in this regard shall be final and binding to all suppliers.

29. PRE-QUALIFICATION CRITERIA(S): Bidders have to confirm submission of all the documents in compliance with **Annexure I (Technical) and Annexure III & IV (Commercial)** and non- receipt of documentary evidence for Pre qualification criteria, offers will be liable for rejection.

30. EARNEST MONEY DEPOSIT: DD/Bank Guarantee towards EMD in favour of Goa Shipyard Limited, payable at Vasco da Gama, Goa for Indigenous bidders and foreign bidders are as mentioned below:

| Sr. no. | Description | EMD Rs. (in Lacs) | EMD (in USD) | EMD (in EUR) |
|--|---------------------------------------|----------------------|------------------|------------------|
| 1 | Transporter of 100T Capacity - 2 Nos. | 27,00,000/- | 32,926/- | 29,600 |
| Exchange Rate : 1 USD = Rs. 82.00 (as on 26.07.2023) | | | | |
| Exchange Rate : 1 EUR = Rs. 91.24 (as on 26.07.2023) | | | | |

Bidder must submit EMD and ensure that same is delivered at GSL prior to scheduled tender opening time & date. EMD may be submitted in a sealed envelope, Superscribed on the envelope as “EMD against Tender for Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. at GSL, Goa, Tender No: **P20/FR-01/CAP-18 DT. 26.07.2023** and Tender Closing: 24.08.2023 at 1500 Hrs” & addressed to:

HOD (Outsourcing),
Goa Shipyard Limited,
Vasco Da Gama,
Goa-403 802

- a) Tenderer shall upload the Original scan copy of EMD along with bid.
- b) The offer who's EMD received by GSL after the tender closing time & date will be rejected and returned to the firm.
- c) Offers without EMD would be considered as non-responsive and summarily rejected.**
- d) Please refer clauses of CTC of the tender for EMD exemptions.

a) The tenderers are required to submit the EMD for Transporter of 100T Capacity - 2 Nos. as detailed above along with the Techno Commercial Bid.

b) **For Indian Bidder** - The EMD shall be submitted by the firm in the form of DD/Banker's cheque of any Scheduled Bank / Nationalized Bank, drawn in favour of M/s Goa Shipyard Ltd., payable at Vasco-da-Gama, Goa. (INDIA). D/D should be valid for 90 days. EMD can also be

submitted in the form of Bank Guarantee issued by any Nationalised / Schedule Bank which shall be valid for 180 days from the date of opening of tender.

- c) **For Foreign Bidder** -The EMD shall be submitted by the firm in the form of DD of Reputed International Bank, drawn in favour of M/s Goa Shipyard Ltd., payable at Vasco-da-Gama, Goa. (INDIA). D/D should be valid for 90 days. EMD can also be submitted in the form of Bank Guarantee issued by Reputed International Bank which shall be valid for 180 days from the date of opening of tender.
- d) (Format for Bank Guarantee for EMD is enclosed at **Annexure –XVI**).

31. IPR (INTELLECTUAL PROPERTY RIGHTS) CLAUSE:

- a) The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other industrial property rights of the OEM or their sub vendors applicable for the product & services delivered under this tender/contract.
- b) The firm shall indemnify GSL against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs, whether such claims arise in respect of manufacture or use. The firm shall be responsible for the completion of the scope of work and completion of the supplies including all other spares, Special Maintenance Tools (SMTs)/ Special Technical Equipment (STEs), technical literature and training aggregates irrespective of the fact of Infringement of the supplies, irrespective of the fact of infringement of any or all the rights mentioned above.
- c) The vendor/ contactor confirms that, there is no violation of IPR of the products supplied or service(s) rendered. In case of infringement or trespass of a third party's IPR, whether knowingly or unknowingly, the contractor/vendor shall be solely responsible for all third party claims, actions, damages or proceedings and GSL will not be responsible /liable for the same, in any manner whatsoever.
- d) Vendor/ Contractor agrees to indemnify and keep indemnified the GSL from and against all liabilities, costs, claims, losses, expenses (including legal fees) and damages arising from or incurred by reason of any third party claim arising, directly or indirectly, out of any infringement or alleged infringement of the Intellectual Property Rights with respect to the product supplied or service(s) rendered.

32. CONDITION UNDER WHICH THIS TENDER IS ISSUED: This Tender is being issued with no financial commitment; and GSL reserves the right to withdraw the tender and any change or vary any part thereof at any stage.

We shall be pleased to have your lowest Bid on the subject tender

Thanking you.

**Yours faithfully,
For GOA SHIPYARD LIMITED**

**Fabian S. Rodrigues
DY. GENERAL MANAGER (PURCHASE-OS)**

Encl:

| Sr. No. | Description | Annexure no. |
|----------------|---|-----------------------|
| 1. | Technical Pre-Qualification Criteria | Annexure A |
| 2. | Technical Specifications | Annexure I |
| 3. | Price Schedule – BOQ 1 in Excel Format (Main Equipment) | Annexure II |
| 4. | AMC quotation for 3 years post expiry of warranty - BOQ 2 in Excel Format | Annexure II |
| 5. | Commercial Terms & Conditions – Indigenous | Annexure III |
| 6. | Commercial Terms & Conditions - Imported | Annexure IV |
| 7. | Deviations if any in Commercial Terms & Conditions (Indigenous) | Annexure V |
| 8. | Acceptance to GSL Commercial Terms & Conditions (CTC) (Indigenous) | Annexure Va |
| 9. | Deviations if any in Commercial Terms & Conditions (Foreign) | Annexure VI |
| 10. | Acceptance to GSL Commercial Terms & Conditions (CTC) (Foreign) | Annexure VIa |
| 11. | Loading factor (Indigenous) | Annexure VII |
| 12. | Loading factor (Foreign) | Annexure VIII |
| 13. | PBG format for (Indian Bidder) | Annexure IX |
| 14. | PBG format (Foreign Bidder) | Annexure X |
| 15. | GST Invoice format (Indian Bidder) | Annexure XI |
| 16. | ECS Mandate form (Indigenous Bidder) | Annexure XII |
| 17. | Security Deposit Format | Annexure XIII |
| 18. | Order acceptance format | Annexure XIV |
| 19. | Format for Bank Solvency Certificate | Annexure XV |
| 20. | Bank Guarantee Format For Furnishing EMD | Annexure XVI |
| 21. | Declaration of MSE | Annexure XVII |
| 22. | Self Declaration by Bidder | Annexure XVIII |
| 23. | 15 CB Form | Annexure XIX |
| 24. | GST Details | Annexure XX |

| | | |
|-----|--|-----------------------|
| 25. | Checklist for attachments to Price Bid | Annexure XXI |
| 26. | Pre contract Integrity Pact for (Indian Bidder) | Annexure XXII |
| 27. | Pre contract Integrity Pact for (Foreign Bidder) | Annexure XXIII |
| 28. | Total Checklist for the documents to Techno-Commercial Bid | Annexure XXIV |

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

TECHNICAL PRE-QUALIFICATION CRITERIA

1. Bidder should have manufactured, Supplied, Installed and Commissioned at least one shipyard transporter of capacity 100 Ton during the last 5 years ending last day of the month previous to the one in which bids are invited (Document to be submitted as a proof of above experience).
2. The technical offer shall be supported by Product catalogue and data sheets in original/certified copy and complete technical details/literature of the quoted models.

TECHNICAL SPECIFICATION
TRANSPORTER OF 100T CAPACITY

TECHNICAL SPECIFICATIONS OF 100 TONS SELF PROPELLED SHIPYARD TRANSPORTERS

1. The transporter shall have the following main components:
 - a. **Loading Platform**: The loading platform is a steel welded structure with strong outboard main beams. The deck of the lifting platform is fitted with removable cover installed between the frame sections. The platform also has ladders, headlights, tail lights and side warning lights. The loading platform structure holds the multi axle wheel, engine, hydraulic pump, operator cabin and other accessories.
 - b. **Wheels bogies**: Wheel bogies would be suspended from turn tables attached to the frame structure of the loading platform. Movement according to road irregularities is provided by swing axles and hydraulic cylinders connecting the rocker arm to the wheel frame. Each wheel bogie will have two tyres with rims on either side or the hydraulic cylinder in the centre.
 - c. **Steering System**: The transporters will have electronic steering system which provides multiple modes for steering. It should provide following steering modes:
 - i. All Wheel steering along and cross.
 - ii. Diagonal Steering along and cross.
 - iii. Rear wheel steering
 - iv. Rear wheel steering 90 degree.
 - v. Front wheel steering
 - vi. Front wheel steering 90 degree.
 - vii. Circular Steering.
 - d. **Brake System**: The transporter will be equipped with compressed air brake system/hydraulic brake system. In addition, there should be an emergency brake.
 - e. **Driver's cabin under platform**: The sound insulated single seat cabin will be designed to latest ergonomic standards. It will have following:
 - i. Adjustable driver seat and adjustable back rest.
 - ii. Front and side windows. Side windows can be lowered or raised using manual handle.
 - iii. Wiper and washer system for front window.
 - iv. Fan/ blowers for cabin ventilation.
 - v. Ergonomic arrangement for controls and pilot lamps to ensure safe operation.
 - vi. Touch screen as well as operation switches to be provided colour display 10" with all functions to ensure easy controls.
 - vii. Two rear view mirrors, sun visor.
 - viii. Facility to install wireless intercom with an external speaker/wireless hands free communication facility for the driver to talk to external controller.
 - f. **Electronically controlled hydraulic equal lifting system**: The lifting system will have lifting cylinders which will be part of the wheel bogies. The operating pressure for lifting and steering will be produced by a hydraulic pump. The platform height in driving position will be such that there should be enough space for axle load compensation.

- g. **Electrical System:** The Electrical system shall comprise of 24 volts alternator system with at least two lead acid batteries of sufficient rating so that the batteries last for eight hours of continuous operation/ provide 10 starts to the engine in eight hours without charging. The Electrical System shall also provide following:
 - i. Supply to the control system of the transporter.
 - ii. Instrument display, Electric horn and reverse horn, illumination, alarms/lights for travelling, Audio visual hazard warning lights and four working lights two in front and two behind.
- h. **Drive System.** The transporter will be driven by variable displacement Hydraulic Pumps which in turn would be driven by a diesel engine. The output of the pumps would be transmitted through a closed circuit system to variable displacement hydraulic motors installed in the drive axles of the wheels. The Drive System will have an Oil cooler, Hydraulic fluid reservoir.
- i. **Wireless Remote Joystick Control.** There will be a wireless Remote Joystick control for controlling motion of the transporter in addition to the manual control from Driver's cabin. The remote control will indicate all parameters of the Transporters. In addition, in of a fault, fault errors/ reasons for a fault will be also indicated on the Remote Controller. The remote control will preferably have a colour display.
- j. **Load Sensors.** The Transporter will have sufficient load cells located on the platform to indicate the load being carried as well as indicate the centre of gravity of the load to the operator. The load cells and load indicator should be duly calibrated. In case of an overload, the system will give an audio visual alarm.
- k. **Safeties.** There should be adequate safeties for Diesel engine, Hydraulic Pumps, Hydraulic motors, control system and for operation and motion of the Transporter.
- l. **Overload protection:** The transporter shall be equipped with a system to ensure the pressure of system is not overloaded. It shall protect the steering system, lifting cylinder, wheel carrier and steering structure in case of overload.

2. The following are the mandatory technical parameters of the **100 Tons Self Propelled Shipyard Transporter:**

| Sr. No. | Description | Technical parameters |
|---------|---------------------------|-----------------------------|
| i. | Payload | 100 Tons |
| ii. | Working temperature | 0 to 50 degree centigrade |
| iii. | Working relative humidity | 98 %. |
| iv. | Load Platform | length- 10 m, Breadth – 5 m |
| v. | Number of wheel Bogies | 08 |
| vi. | Number of tyres | 16 |
| vii. | Driving axles (front) | 02 |

| | | |
|-------|--------------------------|---|
| viii. | Driving axles (Rear) | 02 |
| ix. | Deadweight | Not more than 30 Tons |
| x. | Number of bogies driven | 04 |
| xi. | Number of bogies braked | 04 |
| xii. | Ability to be towed | Yes. (From front as well as from rear). |
| xiii. | Ability to tow | Yes. |
| xiv. | Height adjusting Ability | Yes. |
| xv. | Diesel Engine | Adequate power meeting emission standards in India |
| xvi. | Transporter speed | 10 km / hour - Unloaded 02 km / hour -Loaded |
| xvii. | Steering modes | Normal steering, transversal driving, diagonal driving, swing head, swing tail, centre steering |

GENERAL TECHNICAL CONDITIONS

3. The vendors/designer are required to accept the below terms & conditions & the necessary confirmations / undertakings in support of same & to be submitted by the vendors/designer.
- a) The Designer should maintain the secrecy & confidentiality of the type of work / data / costing etc.
 - b) The Designer should have earlier designed/modified on similar system previously, details of work to be submitted.
 - c) The Designer should be able to depute their representatives on their own cost during Technical evaluation meetings.
 - d) The Designer must not be de-barred /blacklisted by any of the Government organization and necessary legal undertaking in this regard is to be submitted by the designer.
 - e) The vendor should be able to provide product support for the transporter for at least 10 years.
 - f) The vendor should have a Rep./ Service centre in India with Service Engineers who are trained and qualified to undertake repair as well as maintenance of the transporter. The documents in support of this need to be submitted.
 - g) The Vendor should provide country of origin for the sub assemblies and spares. In case of any spares being sourced from a country sharing common borders with India then the same needs to be intimated. Clearance to the vendor will be given only if the firm manufacturing the spare and sharing common borders with India is registered with Government of India.
 - h) OEM/firms established in countries sharing common border with India should register themselves with Government of India before participating in any tender enquiry (Refer to CTC for detailed clause).
 - i) All firms should indicate country of origin in case the same is being imported and re-exported to India for GSL.
 - j) Firms participating in the bid shall submit authorization letter from OEM that the firm is being authorized to participate in any bid on their behalf for manufacturing and service of 100 T transporter.
 - k) Ready to use spares for short term (3 months) and long term (5 years) exploitation to be provided along with the transporter. The detailed list of electrical, mechanical, hydraulics and electronics spares with parts catalogue and HSN codes fitted in the

system is to be provided in hard copy as well as in soft form in MS excel on a pen drive /CD along with their source of procurement and country of origin.

- l) 2 sets of documentation, operation and maintenance manual comprising of hydraulic and pneumatic schematic and general trouble shooting manual in English language to be provided. All drawings of electrical and hydraulic circuit diagrams need to be given in English language. Documentation should be provided in hard copy as well as soft copy.
- m) All electronics and mechanical component should retain their original markings and original ID of OEM.
- n) Factory acceptance test and load test will be carried out at firm premises in presence of 4 GSL personnel. Travel and accommodation required during FAT's will be arranged by GSL.
- o) OEM should facilitate workshop specialist training on the occasion of pre commissioning and test at free of charge. The training provided shall be in English language.
- p) During Warranty, 4 Nos. of preventive maintenance & 2 Nos. Of breakdown visits to be provided for first 12 months from the date of Delivery / Commissioning.
- q) Post completion of warranty, AMC quotation for 3 years of preventive maintenance to be quoted separately.

4. General Terms & Conditions:

- a) Any upgraded and enhanced system in addition to above technical specification is acceptable.
 - b) Bidders have to furnish the Make, Model no. and Country of Origin of power source.
 - c) Bidders / Agents to provide authorization Certificate from Original Equipment Manufacturer along with the Technical Offer.
 - d) Bidders to provide details of 'After Sales Service' Set Ups in India in terms of AMC for the supplied transporter including the Addresses of Agent's providing spares / Service Centres in India.
 - e) Bidders shall provide free installation and shall commission the equipment at GSL and certified training should be imparted to mechanic and operators for assembling and operation respectively.
 - f) Bidders have to quote a model of their own which is nearer to the above specifications, if not exact.
- 5. Delivery Period:** At max 12 months from the date of purchase order; however if the transporter is readily available, the same can be offered for delivery before 12 months and after completion of FATs by GSL.
- 6. Warranty:** Bidder shall furnish warranty against manufacturing defects for 12 months from the date of installation or 18 months from the date of delivery at GSL.
- 7. Product Support:** The bidder shall provide product support by way of spares / component & service for a minimum period of 10 years.
- a) **Inspection:** Third party inspection at OEM premises and FAT by GSL representatives
 - b) In house GSL Inspection with QA reps.
- 8. Pre – Qualification Criteria:**
- a) Bidder should have manufactured, supplied, installed and commissioned at least one shipyard transporter of capacity 100 Ton during the last 5 years, ending last day of the month previous to the one in which bids are invited (Documents to be submitted as a proof of above experience).

- b) The technical offer shall be supported by Product catalogue and Data sheets in Original/certified copy and complete technical details/ literature of the QUOTED MODELS.

TECHNICAL OFFER ACCEPTANCE

| Supply, Installation, testing and commissioning of Transporter of 100T Capacity as per technical specification -2 Nos. | | | | | |
|--|--|-----|------|-------------------|-------------------|
| Tender Reference No.: P20/FR-01/CAP-18 | | | | | |
| NAME & ADDRESS OF THE BIDDER* | | | | | |
| BIDDER'S OFFER REFERENCE NO./DATE* | | | | | |
| CONTACT NO., FAX NO., e-mail OF THE BIDDER* | | | | | |
| Sl. No. | Job Description | Qty | UOM | Technical Remarks | Accepted (Yes/No) |
| Supply, Installation, testing and commissioning of Transporter of 100T Capacity as per technical specification - 2 Nos. | | | | | |
| 01 . | Supply, Installation, testing and commissioning of Transporter of 100T Capacity as per technical specification . | 2 | Nos. | | |
| | | | | | |
| NB: (i) Write YES if quoted the rate OR No for not quoted | | | | | |
| (ii) Write Technical remarks only if any (Rate not to be quoted at this page) | | | | | |

.....
Signature of Tenderer with seal

Full Name & Address
of the Concern with seal.

Date:

COMMERCIAL TERMS & CONDITIONS (CTC)- FOR INDIGENOUS BIDDERS TOWARDS SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TRANSPORTER OF 100T CAPACITY - 2 NOS.

I. PRE-QUALIFICATION CRITERIA (PQC):

A) AVERAGE ANNUAL FINANCIAL TURNOVER:

Average Annual Financial turnover during the last 3 years, ended 31ST March 2022, should be at least **Rs. 3,24,00,000/-**.

- a) Bidders must submit documentary proof such as Financial standing through latest I.T.C.C., Annual report (Balance Sheet & Profit & Loss Account of last 3 years) in compliance of above stipulation along with Techno-Commercial Bid for scrutiny and verification of authenticity.
- b) In case of collaboration, wherein Indigenous bidder will be submitting quote in Indian Rupees, financial credentials of Foreign/ Oversees Counterpart will not be considered for PQC criteria evaluation. Indigenous bidder shall have the single point responsibility towards supply of material, commissioning of equipment and guarantee/ warrantee. Indigenous bidder must comply with Govt Policy under PPP–MII, Order 2017
- c) In case of Participation/ bidding jointly by Foreign Principal Bidder & Indian Consortium Partner: Indian Consortium Partner can be wholly or partially owned subsidiary of Foreign Principal bidder/ Supplier. If Indian Consortium Partner is not wholly or partially owned subsidiary of Foreign Principal bidder/ Supplier, then credentials of Foreign Principle bidder/ supplier will be considered for financial PQC.
- d) Joint Venture (JV) firms are not permitted to bid.

B) BANKERS SOLVENCY CERTIFICATE:

Original Bankers Solvency Certificate for an amount of **Rs. 3,24,00,000/-** shall be submitted offline at GSL and copy of same to be uploaded on portal as part of Technical Bid Documents in PDF format. Banker Solvency Certificate shall be addressed to Goa Shipyard Limited. The issue date of solvency certificate should not be earlier than 12 months with respect to due date of tender. Solvency certificates submitted post Tender opening date will not be considered. Solvency certificate without date, seal, signature of issuing authority shall be liable for rejection. Format for Bankers Solvency Certificate is attached at **Annexure XV**.

II. PRICES:

- a) The prices shall remain fixed and firm till the contractual delivery and are on **FOR GSL** basis inclusive of Packing, forwarding, freight & insurance charges for delivery up to GSL, Goa for Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. as per technical specification
- b) Bidder shall submit **un-priced** Bid along with Techno commercial Bid.
- c) The Bidder shall indicate the import content of the product being quoted if any, in techno commercial Bid, in terms of percentage of total Bid value, yard wise.

- d) HSN Code to be indicated.
- e) All Quoted Price should be in INR ONLY
- f) Exchange Rate Variation (ERV) is not applicable in this case.
- g) Price variation clause (PVC) is not applicable in this case.
- h) Price escalation clause is not applicable in this case.
- i) In case of short supply, all materials are required to be dispatched as per GSL door delivery basis (DDP basis) / on FOR GSL, Goa basis.
- j) This tender is non-divisible tender

III. **TWO BID SYSTEM:**

The tenderer must submit their tender in accordance with the below procedure.

Tenderer are to submit their tenders in “**TWO BID SYSTEM**” through online (E- Tendering) on or before tender closing date.

- **PART I: Techno-Commercial Bid (without price):**

(Techno Commercial Bid containing Technical details & Commercial terms only)

- a) Bidder shall comply with all the terms and conditions of tender. Tenderer shall submit para wise statement of compliance to the commercial terms and conditions, failing which it shall be presumed that the firm shall meet all the Commercial terms and conditions specified as per tender enquiry. However, minor deviations if any shall be indicated against standard terms and conditions of the tender. The compliance statement shall be enclosed along with techno commercial Bid as per format enclosed at **Annexure V.**
- b) Statement indicating that the tenderer is complying with technical specification shall be enclosed with the techno commercial Bid of the tender. If the firm is unable to meet the requirements of the specifications (as per **Scope attached at Technical Specification Annexure ‘I’**) due to their design or due to non-availability of some items or due to some other technical reasons, these deviations shall be listed separately in quotation with detailed justification thereof for approval, failing which it will be presumed that the firm would meet all the requirements indicated in our tender enquiry and its Annexure & drawings.
- c) Bidder shall submit **un-priced Bid (Without price)** comprising of Annexure II (BOQ) along with Techno-commercial Bid.

- **PART II: Price Bid:**

Price Bid comprising of Annexure II (BOQ-1 & BOQ-2) in excel format shall be submitted.

IV. **SCOPE OF SUPPLY:**

The scope of supply shall be as per enclosed Technical specification **Annexure ‘I’**. The Bid shall be inclusive of complete scope as detailed in Technical specification **Annexure ‘I’** and consisting of following:-

- Main Equipment,

- Components & Accessories,
- Installation Material,
- Tools & Test equipments if any,
- Commissioning Spares if any,
- Drawings & documents (both in soft & prints),
- Technical assistance for installation, FATs, STW, and commissioning.
- Preservation, de-preservation & re-preservation, as and when required till commissioning of the equipment
- Guarantee/ Warranty
- Training to GSL personnel at OEM's works, GSL etc. as applicable
- Packing, forwarding, Insurance, freight for delivery charges up to GSL, Goa.

The complete supply of **Transporter of 100T Capacity - 2 Nos. shall be as per technical specification**. All the details to be furnished in your Bid as indicated above & GSL Technical specification **Annexure 'I'**.

Note: The procurement of [Transporter of 100T Capacity - 2 Nos.](#) is non divisible procurement.

V. PRICE BREAK-UP:

Price breakup along with BOQ (Annexure II) shall be provided upon request of GSL in .PDF format.

NOTE:

(i) 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.

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

VI. TAXES, DUTIES:

(A) GST (GOODS AND SERVICE TAX):

A. GST (GOODS AND SERVICE TAX):

i) The applicable taxes shall be clearly indicated. The Item wise rates quoted in the rate sheet should exclude taxes. Bidder should indicate taxes and levies as applicable separately under each of the head in the same rate sheet.

ii) Wherever all-inclusive prices are quoted by the bidder(s) and accepted without bifurcation of tax elements, no escalation shall be considered in respect of any variation in statutory levies arising subsequently in the absence of required base figures.

iii) Supplier / contractor will not be entitled to any increase in rate of taxes occurring during the period of extended delivery completion schedule if there is delay in supplies / completion attributed to him. However, if there is a decrease in taxes, the same must be passed on to GSL.

B) Compliance requirement for Vendor registered under GST;

iv) If the vendor is registered under GST, the GST registration number (15-digit GSTIN) issued by GOI shall be mandatorily provided by the vendor. Vendor having multiple business verticals within state/ at multiple states with separate GST registration numbers shall forward GSTIN of these verticals involved in supply of goods and/or services. **GSL GSTIN is 30AAACG7569F1ZR and shall mention the same while invoicing and avoid any data entry error on GST portal.**

v) Vendor shall mention the HSN code for goods &/or services in their tax invoice, etc. These codes must be in accordance with GST Law and responsibility of specifying correct HSN codes for goods &/or services is that of the vendor. GSL shall not be responsible for any error in HSN code for goods &/or services specified by supplier / contractor. However if any penalty is levied on GSL or any loss of ITC to GSL occurs or any delay in availing ITC by GSL occurs due to such error, supplier / contractor shall reimburse such loss after intimation by GSL or the amount shall be recovered from the SD or any outstanding payments to the party.

vi) Vendor shall ensure timely submission of invoice/ E-Invoice{as applicable to concerned vendor} as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GSL to avail input tax credit promptly. The vendors invoice inter alia should contain GSTIN of vendor, GSTIN of GSL (i.e. 30AAACG7569F1ZR), GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor, etc. Original invoice needs to be submitted to Central Dispatch Registry at GSL gate, and a copy of the invoice should be given to the goods receiving section (Stores).

vii) Vendor shall file all applicable returns under GST Law in the stipulated time & any losses of tax credit to GSL arising due to delay in filing will be recovered from their invoice wherever GSL is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by Vendor, GSL retains right to withhold payments towards tax portion until the same is corrected & complied by the supplier/contractor with the requirement of GST along with satisfactory evidence.

viii) In case, GSL is unable to avail ITC due to reason attributable to Vendor, Vendor at their own cost shall rectify the shortcoming in the returns to be filed immediately thereafter. Further, if the ITC is delayed/ denied to GSL/ reversed subsequently as per GST Law due to non/ delayed receipt of goods and/ or services and / or tax invoice or expiry of timelines prescribed in GST Law for availing ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to GSL, such amount shall be recoverable from Vendor along with interest and penalty as levied on GSL under GST Law for the number of days the ITC was delayed. This amount shall be recovered from the SD or any outstanding payments. If the short coming is not rectified by Vendor and GSL ends up in reversal of credits and/ or payments, Vendor is fully liable for making good all the loss incurred by GSL as a result of default.

ix) If the GST rating of Vendor on GST portal/ Govt. website is found to be negative/ blacklisted then GSL shall reimburse GST to the vendor only after he makes the payment of GST and fulfils all requirements as per GST Law for successful availment of ITC by GSL. Further, GSL is entitled to deduct / recover such GST along with penalties / interest, if any, incurred by GSL.

x) Vendor shall be responsible for financial and non financial consequences in case of non-compliance of GST provisions/ requirements/ timelines on their part. GSL shall pay the applicable GST taxes to the vendor at actual & supplier/ contractor shall pass on the reduction in prices to GSL on account of change in the tax structure.

xi) Vendor shall agree unconditionally to mandatorily pass on the any/ all benefits arising in terms of reduction in goods/ service's prices to GSL under anti-profiteering provisions of GST Law.

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

xiii) Vendor having more than 50 Crores aggregate turnover is required to comply with the E-invoicing prescribed under sub-rule (4) of rule 48 of CGST Rules, 2017 and has to mandatorily issue invoices which adhere to the applicable rules and have an Invoice Reference Number (IRN) on it from April 1st 2021 as per latest amendment vide Notification No. 05/2021–Central Tax dated 08th Mar, 2021 issued by MoF in case the e invoicing provision not applicable to vendor and tax invoice issued that does not bear the IRN as issued by the Government portal, a declaration for the same be given in the Invoice stating that compliance of e-invoicing provisions is not applicable as aggregate turnover under your Permanent Account Number (PAN) is less than the prescribed threshold limit and tax invoice issued without IRN is in order.

Note: Any change in tax component/ structure due to government regulation during the execution of contract within contractual delivery period the same will be applicable at actual ruling at the time of supply/ service/ execution (This will however not be applicable in case of extended delivery/ completion schedule) of contract after Government Notification.

(B) CUSTOM DUTY:

Custom duty on import of components / parts by the domestic firms, if any, for use in manufacture of equipment indigenously, is not exempted. The Bidders / Seller shall consider financial implication toward custom duty and include in their Bid since there is no provision for issuance of custom duty exemption certificate.

(C) INDEMINITY ON ITC MISMATCH UNDER GST:

In the event vendor has not deposited appropriate GST liability to the Govt. and GSL has availed Input Tax Credit on provisional basis against tax invoice issued by Vendor then any output liability arising out of non remittance of GST by the vendor along with interest and applicable punitive implications, as applicable under GST Act shall be reimbursed by the vendor to GSL.

VII. EARNEST MONEY DEPOSIT (EMD): EMD of **Rs. 27,00,000/-** should be submitted along with Technical Bid in the form of DD valid for 90 days from tender closing date or in the form of BG as per **Annexure-XVI** valid for 90 days plus 3 months claim period from any nationalized/ scheduled Bank drawn in favour of Goa Shipyard Ltd., payable at Vasco-da-Gama, Goa. No interest is payable by GSL on EMD.

(i) Bidder in possession of valid MSE certificate are exempted from payment of EMD. MSEs claiming exemption from EMD shall submit scanned copy of valid registration certificate i.e. Udyog Aadhar / Udyam Registration Certificate / NSIC registration certificate etc. in order to claim the exemption. This exemption is applicable only for manufacturers and service providers. Dealers/ traders are not eligible for exemption.

- (ii) The MSE firm shall submit Bid Security Declaration in the format as attached at **Annexure-XVII** duly filled, stamped & signed by the authorized official of the firm and upload the same along with the techno-commercial bid.
- (iii) In case of State & Central Govt. of India depts./ Undertakings and Public Sector Undertakings(PSU), EMD can be submitted in the form of Indemnity Bond.
- (iii) EMD of Bidder, who does not meet eligibility/ qualification criteria will be returned.
- (iv) GSL will discharge EMD of unsuccessful Bidder on placement of order on successful Bidder. EMD of the successful bidder will be returned after receiving Security Deposit, which shall not attract any interest, thereon.
- (v) No interest will be payable by GSL, whatsoever, on the EMD or on late payment.

EMD shall be forfeited in the following events:

- a) The Tenderers EMD will be forfeited, if the tenderer withdraws his tender during the period of tender validity or the extension thereof; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity, or refuses to accept the correction of errors.
- b) If any of the documents submitted with tender or thereafter and are found false/ forged, during tender evaluation or during contract execution, EMD of such tenderer shall be forfeited,
- c) EMD of successful tenderer may also be forfeited, if tenderer fails to accept /sign the contract or fails to execute the contract.
- d) In case, if, the Tenderer fails to execute the contract/order, after his tender has been accepted and contract/ order has been awarded.
- e) In case, if, the tenderer withdraws his tender after issuance of a “Letter of Award” or fails to accept the contract / order.
- f) The successful bidder fails to furnish the Security Deposit.

VIII. SECURITY DEPOSIT (SD):

The successful bidder shall submit SD of 5% of the value of the contract including tax rounded off to the nearest thousand within 21 days from the date of placement of order, in the form of DD/ Banker’s cheque drawn in favour of M/s Goa Shipyard Ltd., payable at Vasco-da-Gama or Panjim, Goa (India) OR Bank Guarantee in prescribed format at **Annexure-XIII** by any Nationalised / Schedule Bank (except Co-operative Bank) and same should have validity till successful execution of the order.

For delayed period of submission of SD beyond 21 days from the date of order, interest on delayed period of submission of SD will be recovered. The rate of interest shall be as decided by competent authority in GSL which is SBI MCLR +2%. In case of failure to submit SD within 21 days from the date of placement of order, GSL reserves the right to invoke risk purchase clause. SD shall be valid for a period of 60 days beyond the contractual delivery date. In case of SD to be renewed, it shall be renewed within the grace period of 60 days from the contractual delivery date. The SD shall only be refunded by GSL on successful execution of the contract as per terms of contract to the entire satisfaction of GSL. In case of State & Central Govt. of India depts. / Undertakings and Public Sector Undertakings (PSU), SD can be submitted in the form of Indemnity Bond. In case of successful tenderer, EMD will be returned back to the firm after submission of the security deposit to GSL, as explained at above. The security deposit shall be subsequently refunded to the tenderer after successful execution of the order. No claim shall lie against GSL in respect of Interest on the Security Deposit and no interest is payable by GSL, whatsoever. In event of failure to execute the order satisfactorily or default by the tenderer, the Security Deposit shall be forfeited.

- IX. FORFEITURE OF SD:** The breach of any of the Terms and Conditions of the order will result into discontinuation of further dealing with the firm and forfeiture of the SD at GSL discretion, and the same will also be notified to other prospective customers, Government Bodies, Institutions etc. During the execution of the order, if it is found that the information and / or documents provided by the firm are false/ or if it is suspected that a Cartel was formed to obtain the order, in such cases, the order will be terminated and further dealing with the firm will be suspended immediately. Dues, if any, held with GSL like EMD/ SD or payments pending against any bills will be forfeited and in this regards GSL decision will be final and binding on the firm.
- X. PURCHASE PREFERENCE UNDER PPP – MII, ORDER 2017:**
- 1. Definition:**
- a. 'Local content': means the amount of value added in India which shall, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.
- b. 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%.
- c. 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%.
- d. 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.
- e. The margin of purchase preference shall be 20%.
- 2. Purchase Preference:**
- (a) Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by GSL in the manner specified here under.
- (b) Mechanism for cases **which are not divisible in nature:** The Class-I local supplier shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I local supplier, the contract will be awarded to L1.
- ii. If L1 is not Class-I local supplier, the lowest bidder among the Class-I local supplier, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
- iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (c) Class-II / Non local supplier shall not get purchase preference in any procurement, undertaken by procuring entities.

3. Minimum Local Content (MLC):

The minimum local content shall be 50%.

4. Verification of Local Content:

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

b. GSL may constitute committees with internal and external experts for independent verification of self-declarations and auditor's accountant's certificates on random basis and in the case of complaints.

5. Penalty in Case of Non Compliance of Indigenous Content:

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

6. Bank Guarantee:

Firm eligible for purchase preference in accordance with this policy will be required to submit Bank Guarantee, within three weeks from the date of placement of order for an amount equivalent to the purchase preference given to the firm i.e. difference between firm's offer and L1 price of the Class II Local vendor or Non Local vendor or 1% of order value + GST applicable, whichever is more, valid till execution of the order plus three months encashing period. In case, the firm is not able to meet the percentage of Indigenization promised as per the Purchase Order terms, the penalty as elaborated above shall be adjusted by the firm in their Invoice, or else, same shall be adjusted by encashing the bank Guarantee.

7. Debarment of bidders for false declaration:

a) The penal provision stipulates debarring bidder or its successors for a period of two years in case of false declaration of local content.

b) A supplier who has been debarred by any procuring entity for violation of Order shall not be eligible for Purchase Preference.

c) The list of debarred suppliers along with period of debarment will be maintained and displayed in websites.

8. Assurance of Orders for Items Indigenized Successfully for Import Substitution.

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

9. Reciprocity clause :

"In case if it is observed that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., GSL reserves the

right to restrict, exclude bidders from that country from eligibility for procurement of that item or other items without giving any reasons whatsoever at any stage of procurement."

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

NOTE: In case of conflict, the policy of M/o MSME shall prevail over the PPP-MII, subject to conformity to GFR 2017 of Department of expenditure, GoI, amended from time to time.

XI. NORMS AND RELAXATION CRITERIA AND PURCHASE PREFERENCE FOR MSE (APPLICABLE IF THE TENDER ENQUIRY IS DIVISIBLE IN NATURE):

1. (a) MSEs registered with MSME authority (Udyam Certificate shall be submitted), quoting prices exceeding up to and 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 L-1 landed cost at GSL.

1. (b) 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.

1. (c) 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.

1. (d) 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 or SC/ST owned enterprises.

1. (e) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

2. The GSL reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for GSL action.

Note 1: The MSE shall submit letter of undertaking confirming that he is the manufacturer or service provider and not a trader. If it is found that a vendor is not an MSE or in case of any false declarations/ forged documents, GSL reserves the right to deny benefits / incentives applicable to MSEs at any stage of tender processing and reject the offer in toto and debar such vendor and stop them for participating in future tenders and will refer the case to MSME and intimate other DPSUs for debarment as per policy in vogue.

Note 2: Traders are not eligible for availing benefit of exemption of EMD & Security Deposit (SD) and purchase preference as per FAQ (Q. no. 18) published by Mo, MSME vide publication dated 24th Oct 2016. **Traders have to submit the EMD & Security Deposit (SD) as applicable.**

Note 3: Bidders may note that as the tender is non-divisible, hence Purchase preference is not applicable.

XII. RESTRICTIONS UNDER RULE 144 (xi) OF GENERAL FINANCIAL RULES (GFRs) 2017:

Any bidder from a country, which shares a land border with India will be eligible to bid in any procurement, only if the bidder is registered with the Competent Authority (as notified by Gol for the purpose) as defined below:

- a. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- b. "Bidder" (including the term 'tendered', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not failing in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement processes.
- c. "Bidder from a country which shares a land border with India" means:-
 - Any entity incorporated, established or registered in such a country; or
 - A subsidiary of an entity incorporated, established or registered in such a country; or
 - An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - An entity whose beneficial owner is situated in such a country; or
 - An Indian (or other) agent of such an entity; or
 - A natural person who is a citizen of such a country; or
 - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- d. The beneficial owner for the purpose will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
Explanation—
 - "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent, of shares or capital or profits of the company.
 - "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent or capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e. An agent is a person employed to do any act for another or to represent another in dealings with third person.

Note: A self declaration in this regard shall be submitted by bidder as per format attached at **Annexure XVIII.**

XIII. E-INVOICING:

In exercise of the powers conferred by sub-rule (4) of rule 48 of the Central Goods and Services Tax Rules, 2017 (hereinafter referred as said rules), the Government on the recommendations of the Council, hereby notifies registered person, other than those referred to in sub-rules (2), (3), (4) and (4A) of rule 54 of the said rules, whose aggregate turnover in a financial year exceeds "fifty crore rupees", as a class of registered person who shall prepare invoice and other prescribed documents, in terms of sub-rule (4) of rule 48 of the said rules in respect of supply of goods or services or both to a registered person. Invoice issued by the person who is required to comply with E-invoicing, but does not comply with the same would not be treated as an invoice.

XIV. PACKING & FORWARDING:

The items should be suitably packed for safe transportation and handling and storage for full protection required under normal transport conditions to prevent from damages and deterioration till it reaches GSL yard. Adequate protection should be provided against rain and other transit risks. **The charges for Packing & forwarding are to be included in the prices.** Each packing in addition to aligning position should be provided with identification tallies in aligning position.

Case Marking:

GOA SHIPYARD LIMITED
 (A Govt. of India Undertaking)
 Ministry of Defence,
 VASCO DA GAMA, GOA (INDIA)
 CASE NO.
 ORDER NO.
 NET WEIGHT.....
 GROSS WEIGHT.....
 OUTSIDE DIMENSIONS.....
 MADE IN.....

- a) Each packing in addition to aligning position { ↑ } shall be provided with identification tallies.
- b) Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied.
- c) In case of pipes/conduits/cables, size wise bundles should be made for easy handling and identification for proper storage. Pipes have to be supplied with end protective caps (plastic cables) to avoid ingress of any foreign particles and rusting.
- d) Each case would have proper instruction, written at the appropriate place to handle the case safely. In addition to indicating the aligning position, each item would be provided with

identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.

- e) The packing material shall be environmental friendly/biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly/ biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action.

Bidder should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GSL premises, the supplier/Vendor should replace the RHBs and should bear the cost incurred for disposal of the RHBs.

- f) Please note following for preparation of e-way bill / Invoices :
1. The e-way bill would be addressed to Officer-in-Charge of Stores, Goa Shipyard Limited, Vasco-da-Gama, Goa – 403 802, India.
 2. In case of part consignment, every delivery / part delivery would be serialized – PART DELIVERY– 1, PART DELIVERY- 2 and this serial no. would be indicated in the e-way bill / packing list for ease of correlation.
 3. The description and POS No of item in the challan would exactly be as per that in the Purchase Order.
 4. Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.
 5. If items are supplied as free replacement/free of charge, it would be mentioned in the e-way bill as “free supply items” and the relevant GSL PO No. against which the free supply is made should be indicated.

XV. FREIGHT:

The items/ equipment shall be strictly dispatched by road transport preferably through GSL Authorized transporters on door delivery freight pre-paid basis. **The freight charges are to be included in the price.** The firm shall indicate the shipping and Billing address as per GST compliant format in their Bid.

XVI. INSURANCE:

The transit insurance of the consignment shall be arranged by Bidder/ Seller covering all the risks up to the destination. **The Insurance premium charges are to be included in the price.** Bidder/Seller shall intimate the dispatch particulars to Head of Department (OS), Goa Shipyard Ltd, Vasco-da-Gama Goa, Immediately on dispatch by Fax/ email. The details shall be forwarded by e-mail to fabianrodrigues@goashipyard.com

XVII. PLACE OF SUPPLY :

The goods shall be delivered / supplied at GSL, Capital Store, Vaddem, Vasco-da-Gama, Goa

XVIII. IMPORT LICENSE:

The Indian Bidder shall obtain import license required, if any, from DGFT at their cost for import of components/ parts, etc. GSL will provide End User certificate as issued by Indian Coast Guard wherever applicable.

XIX. EXPORT LICENSE:

The export license that may be required for delivery of various goods to GSL shall be arranged by the suppliers from the concerned authorities in their respective countries. The supplier should take into account the period required for obtaining such license while indicating delivery period and delay in supplies due to non-availability of such licenses shall not be normally accepted

unless some force majeure development has occurred after acceptance of the order. The 'End User' certificate if required by the supplier for obtaining the license may be forwarded. However the format and details of the end user certificate required should be forwarded by the supplier to GSL.

XX. INSPECTION:

The Quality Assurance Plan (QAP) of manufacturer is required to be approved by the Inspecting authorities prior to commencement of manufacturing. Approved QAP to be submitted to GSL within 2 weeks from the date of issuance of LOA.

Following Certificates to be supplied along with the equipment:

Manufacturer's Test Certificate to be furnished.

The inspection procedure, if not available with firm, the procedure in detail shall be obtained from inspection authority immediately on receipt of the order and a copy shall be forwarded to GSL, prior to commencement of manufacturing.

Third party inspection at OEM premises and FAT by GSL representatives.

Receipt Inspection will be carried out at GSL in the presence of GSL user dept (Plant Maintenance) and GSL(QA) reps along with OEM. Firm shall depute firm's rep. for joint inspection, immediately after receipt of the items at GSL within one week / as per GSL requirement Rejection / Discrepancies / short supply if any, shall be liquidated in a time bound manner i.e. within 3 weeks from the date of intimation through receipt inspection report. Since payments are related to acceptance of the material, care to be taken for liquidating the RI defects to avoid delay in release of payment by GSL.

Though the items will be inspected by your Quality Assurance Department, this will not absolve Firm of Firm's responsibility for rectification of defects if any noticed during performance of trials of the ship, without any extra cost to GSL.

All Inspection including Third party and Testing charges are to be included in the offered prices.

Note: Receipt inspection observation to be liquidated within 3 weeks post intimation of issuance of report.

XXI. DELIVERY: FOR GSL, Goa

Delivery within 12 months from the date of placement of PO

Important Notes:

a) Firm to provide detailed Bill of Material (BoM) / Deliverables 3 months prior to scheduled delivery in soft excel format as the case may be.

XXII. PAYMENT**A) FOR SUPPLY OF EQUIPMENT:**

100% payment (with 100 % GST amount) will be made within 30 days from the date of receipt and acceptance of the items at GSL Store, and on submission of following documents.

| | | |
|----|---|------------|
| a) | Signed Commercial Invoice | 1+4 Copies |
| b) | Packing list/ Delivery Challan copies | 1+4 Copies |
| c) | E-way bill (part A and B) | 1+4 Copies |
| d) | Inspection Certificates (as per clause XX) | 1+4 Copies |
| e) | Guarantee/ Warrantee Certificate | 1+4 Copies |
| f) | PBG Equivalent to 10% of order value (including GST value) valid till the expiry of the Guarantee period plus 3 month claim period as per GSL format (Annexure IX) in Original. | 1 Copy |

Notes:

- a) Invoice shall be as per format (enclosed at **Annexure XI**) provided along with the tender and firm to indicate Sr. no. 252 of Notification no. 01/2017- Integrate Tax (Rate) dtd. 28.06.2017 - schedule-I in their invoice irrespective of whether it is a composite or mixed supply.
- b) All bills / invoices are to be addressed to HOD (Outsourcing), Goa Shipyard Ltd. Vasco-da-Gama, Goa.
- c) All payments will be made through Electronic Clearing System (ECS) for which prescribed mandate form (enclosed at **Annexure XII**) in original is to be submitted by the supplier along with the tender duly signed and stamped by the supplier and countersigned & stamped by their bank. (if not already submitted to GSL)
- d) All suppliers' bank charges shall be borne by the supplier.

XXIII. LIQUIDATED DAMAGES (LD):

The delivery indicated is the essence of the contract and in case of delay in supplying the item beyond 04 weeks from the original contractual delivery date, LD @0.5% of the order value, per week of delay, or part thereof from the original contractual delivery date subject to a maximum of 5% of order value will be deducted by GSL from the amount payable to the supplier.

XXIV. RISK PURCHASE:

In case the supplier fails to deliver the items beyond 10 weeks from the stipulated delivery date, GSL reserves the right to cancel the order at its discretion and procure the items from alternative sources. Difference in procured cost, if any, will be recovered from any of his pending bills with GSL or through Debit Note to be raised on the firm. Duration provided for applicability of Risk Purchase is not linked to Liquidated damages (LD) clause above.

XXV. GUARANTEE/ WARRANTY:

The firm should provide warranty for 12 months from the date of installation, testing and commissioning of equipment or 18 months from the date of delivery at GSL as per technical Specification.

Responsibility of execution of Import & Indigenous material, commissioning of equipment and guarantee/ warrantee will remain with Principle OEM/ supplier irrespective of order executing entity.

During this period, the firm would be liable to rectify all the defects arising out of inferior workmanship, faulty material and defective design and the same shall be rectified / replaced, part or whole, as the case may be, free of cost and delivered at GSL. All packing, forwarding, insurance and delivery charges arising on account of this would be borne by the firm.

The guarantee period would be extended by another 6 months for the repaired parts/ spares, which were repaired & replaced during the guarantee period. Defects, damages and short landings reported during the receipt inspection at GSL and during the guarantee period shall be attended within 3 weeks from the date of such intimations from GSL. In case defects are not attended within reasonable period of time then GSL reserves the right to encash the bank Guarantee submitted by the firm.

XXVI. TRIALS & COMMISSIONING ASSISTANCE:

- a) Factory acceptance test and load test will be carried out at firm premises in presence of 4 GSL personnel. Travel and accommodation required during FAT's will be arranged by GSL.
- b) Man days spent by GSL for the rework & rectification arising due to malfunctioning & mismatching of equipment & items supplied will be charged to bidder's account and the same will be recovered from their pending bills.
- c) In case of service engineer from India and Abroad, Firm should depute suitable personnel for the testing and commissioning within maximum 3 days of intimation from GSL if the service engineer is positioned at Goa or within maximum 7 days in case, outside Goa or within maximum 2 weeks if from abroad.
- d) Firm should inform GSL in advance the names of person/s who would be attending along with copy of passport and visa details by email to the dealing purchase officer, so that gate pass can be arranged in time.

XXVII. CANCELLATION OF ORDER:

In the event of progress in respect of preparation & submission of drawings or manufacture of items is found to be unsatisfactory, GSL reserves the right to cancel the order, at any stage, without any financial implication to GSL.

XXVIII. ARBITRATION:

- a. In the event of any question, dispute or differences arising under the agreement or in connection therewith (including a dispute relating to the validity or existence of this Agreement), the said question, dispute or differences will be settled through mediation by the panel of Independent External Monitors (IEMs) by adopting such mediation rules as deemed fit by the parties. The mediation will be concluded in a time bound manner but not beyond 90 days from the date of reference of the dispute to the IEMs.
- b. If the Parties fail to resolve the dispute or differences within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.

- c. Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator.
- d. The seat and venue of the arbitration proceedings shall be in Vasco-da-gama, Goa or such other place, as the arbitrator may decide.

XXIX. BAR CHART / MONTHLY PROGRESS REPORT:

In order to monitor the progress of the manufacturing of the above equipment, Firm shall submit the bar chart indicating major activities on cardinal events and major milestone along with the complete details of the subcontracted items within 6 weeks from the date of placement of order. Firm shall submit progressive report every month so that the delivery of the equipment is ensured.

XXX. DOCUMENTS:

Firm shall provide requisite documents & drawings and manuals etc as applicable (both in soft & prints), for the equipment as per technical specification.

XXXI. PRESERVATION & RE-PRESERVATION:

The item should be supplied duly preserved suitable for 12 months storage from the date of readiness for dispatch. Cost of preservation is to be included in the prices. In the case of any material requiring preservation till its final installation / fitment a detailed procedure for long and short term preservation of the equipment and periodicity of preservation along with special preservatives, if required, prior to installation of the equipment shall be furnished by the firm and should included in firm's manual. The detailed procedure for de-preservation prior to commissioning shall also to be furnished.

Cost of preservation, re-preservation and de-preservation should be included in the prices. Assistance with material and tools for the above should be provided by the firm free of cost.

Preservation and re-preservation procedure should be included in firm's manual. Assistance for re-preservation beyond this period will be provided by firm free of cost.

XXXII. DEVIATIONS & NON CONFORMITY:

The scope of supply shall strictly confirm to Technical specification as per tender. No deviation & non-conformity will be accepted unless such deviation & modification has the prior approval of GSL.

XXXIII. WEIGHT:

Total weight of the equipment/items would be printed on the packing list/ package and the slinging position for lifting the package would be indicated on the package. Firm shall indicate estimated weight of the equipment & the components in "KGS" on the drawing.

XXXIV. INDIVIDUALITY OF CONTRACT:

In the event of an order resulting from tender, the same shall be treated as an individual contract and shall not allow any general lien to the supplier, and shall not get prejudice in execution due to any situation arising out of some other contract that the firm may have with GSL.

XXXV. PRODUCT SUPPORT:

The firm should be able to provide product support for the transporter for at least 20 years.

XXXVI. SECRECY:

Firm shall not divulge any information about our drawings, documents, specification etc. concerning this enquiry / order to any other party.

XXXVII. AGENTS / AGENCY COMMISSION:

The seller confirms and declares to the buyer that the seller is the original manufacturer or Authorized Vendor of original manufacturer or Government Sponsored/ Designated Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/purchase order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract/Purchase Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract/Purchase Order, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/Purchase Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/Purchase Order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts/purchase orders concluded earlier with Buyer.

XXXVIII. PENALTY FOR USE OF UNDUE INFLUENCE:

The seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contract or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Govt. for showing or For bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Govt. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or any one employed by him on acting on his behalf as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with seller and recovered from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of undertaking has been committed shall be final and binding on the firm.

Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/employee of the buyer or to any other person in a position to influence the decision of GSL, directly or indirectly or any attempt to influence any officer/employee of GSL for showing any favour in relation to this or any other contract, shall render the seller to such liability/penalty as GSL may deem proper, including but not limited to termination of the contract, imposition of penal damages, for future of the Bank Guarantee and refund of the amount paid by GSL.

XXXIX. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE

It is expressly understood and agreed by and between Bidder and Goa Shipyard Limited, Vaddem, Vasco-Goa (GSL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GSL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The Bidder expressly agrees, acknowledges and understands that GSL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder 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.

XL. DUTY OF PERSONNEL OF SUPPLIERS:

GSL being a Defence Public Sector Undertaking, Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

XLI. ACCESS TO THE BOOK OF ACCOUNTS:

In case, if it is found to the satisfaction of GSL, that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the GSL shall provide necessary information/ inspection of the relevant financial document/ information. Including a copy of the contract and details of payment terms between the vendors and agent engaged by him.

XLII. ORDER ACKNOWLEDGEMENT:

In the event of an order resulting from the tender, an acknowledgement and acceptance of the order including all terms & conditions shall be submitted by the supplier, on a GSL prescribed format as per **Annexure XIV** within 07 days from the date of order failing which the same will be deemed as accepted.

XLIII. PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS:

Firm shall submit the details of the pending orders from the other shipyards. The complete details shall include :- (i) Name of Customer, (ii) Purchase Order number & date, (iii) Original contractual date of delivery, (iv) Extended date of delivery, (v) Actual supplies made, reasons for the delay/pendency, if any, (vi) E.D.C. (Expected Date of Completion) etc.

XLIV. RECOVERY OF SUMS DUE:

Whenever under this contract any sum of money is due and payable by the Bidder/Contractor/ Supplier to GSL, GSL shall be entitled to recover such sum by appropriating in whole or in part, the Security Deposit if any, paid by the Bidder/Contractor/Supplier, if a security being insufficient or if no security has been taken form Bidder/Contractor/Supplier, then the total sum due/balance of the total sum due, as the case may be, shall be deducted and recovered from the sum due to the Bidder/Contractor under this or any other contract (with the Goa Shipyard Limited) and remaining balance due, if any, will be recovered through due process of law.

XLV. PRE-CONTRACT INTEGRITY PACT: The signing of a 'Pre-Contract Integrity Pact' is mandatory. The format of Integrity Pact (IP) is placed at **Annexure XXII**. The BIDDERS are required to submit Pre-Contract Integrity Pact on non-judicial stamp paper of Rs.100/- and the same to be uploaded on portal as part of Technical Bid Documents in PDF format. Ink signed (all Pages) Pre-Contract Integrity Pact signed by authorized representatives of the firm / company to be sent separately in an envelope to GSL for signing of GSL authorities.

XLVI. APPLICABILITY OF LAW AND JURISDICTION:
The Contract/ Purchase Order shall be governed under the Indian Laws and the Courts in Goa shall have the exclusive jurisdiction for enforcement of Award.

XLVII. LIMITATION OF LIABILITY:
"Seller's liability shall be limited to the obligations specified in the Contract/ Purchase Order. Under no circumstances Seller shall be liable for any consequential or indirect damages of whatsoever nature incurred by the Buyer, including but not limited to loss of use, loss of production, loss of profit, loss of business, increase in operating costs or damages to its reputation. For all motives considered together arising out of Contract/ Purchase Order or tort relating to performance of the Contract/ Purchase Order, Seller's liability shall be limited to **100%** of the total Contract/ Purchase Order value". Notwithstanding anything to the contrary contained elsewhere, this Clause shall not limit the seller's liability towards any Claim arising out of:

- a. Infringement of any third party intellectual party rights or third party patent rights by the Principal Bidder or the Consortium Member,
- b. Indemnity obligation for bodily injury and or death including any third parties claims
- c. Cost of any warranty repairs
- d. Breach of Applicable Laws
- e. Gross negligence and/or wilful misconduct.

It is further clarified that the applicable taxes on such amount shall be borne by the principal Bidder.

XLVIII. FALL CLAUSE:

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

XLIX. SUBMISSION OF FORGED DOCUMENTS:

Bidders should note that GSL may verify authenticity of all the documents/ certificate/ information submitted by the Bidder(s) against the tender. In case at any stage of tendering process or Contract/ PO execution etc., if it is established that Bidder has submitted forged documents/ certificates/ information towards fulfillment of any of the tender/ contract conditions, GSL shall immediately reject the Bid of such Bidder(s) or cancel/ terminate the contract and forfeit EMD/ SD submitted by the bidder as applicable.

The Bidder shall be required to give an undertaking on the company's letter head and duly signed by the signatory of the Bid, that all the documents/ certificates/ information submitted by them against the tender are genuine. In case any of the documents/ certificates/ information submitted by the Bidder is found to be false or forged, action as deemed fit may be initiated by GSL at its sole discretion

L. FORECLOSING OF TENDER/ ACCEPTANCE OF TENDER/ REJECTION OF TENDER:

GSL reserves the right to "CLOSE", "ACCEPT" or "REJECT" the tender(s) without assigning any reason thereof at any point of time.

LI. ACCEPTANCE & REJECTION OF THE TENDER:

GSL reserves the right to accept or reject the tender, or to withdraw the tender in toto, or to award the contract / order, without assigning any reasons thereof. The decision taken by GSL in this regard shall be final and binding.

LII. COMPLIANCE OF PROVISIONS OF ANTI-PROFITEERING RULE UNDER GST ACT 2017 :

1. Pursuant to Section 171 of Central Goods and Services Tax Act, 2017 ('CGST Act, 2017'), any benefit accruing on account of reduction in rate of GST or availment of input tax credit on goods or services or both on account of GST law by the SELLER/ SUPPLIER shall be passed on to the BUYER/GSL by way of commensurate reduction in the price.

2. In case, BUYER/ GSL notices any non-compliance of Section 171 of CGST Act, 2017 on the part of SELLER/ SUPPLIER, the BUYER/ GSL may make an application to the National Anti-Profitteering Authority against the respective supplier for passing on the benefits to the BUYER/ GSL.

LIII. VALIDITY:

The prices for the item shall be valid for **180 days** from the date of Tender Opening. Extension of validity in above cases will be sought as required.

LIV. PUBLICITY:

The firm is prohibited from making any publicity or to make any other public statement relating to or connected with product and services provided vide this tender/ contract/ purchase order or the matters contained herein without obtaining the written consent from GSL. For purpose of this provision, publicity shall include Notices, informational pamphlets, press releases, information posted on corporate or other websites, social media, research reports, posters and similar public notices.

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

Signature.....
Name.....
Designation.....
Seal.....

**COMMERCIAL TERMS & CONDITIONS (CTC) FOR FOREIGN BIDDERS TOWARDS
SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF TRANSPORTER OF
100T CAPACITY - 2 NOS.**

I. PRE-QUALIFICATION CRITERIA (PQC):

Average Annual Financial turnover during the last 3 years, ended 31st March 2022, should be at least **Rs. 3,24,00,000/- (Equivalent USD = 3,95,122 / EUR = 3,55,107).**

- a) Bidders must submit documentary proof such as Financial standing through latest I.T.C.C., Annual report (Balance Sheet & Profit & Loss Account of last 3 years) in compliance of above stipulation along with Techno-Commercial Bid for scrutiny and verification of authenticity.
- b) In case of collaboration, wherein Indigenous bidder will be submitting quote in Indian Rupees, financial credentials of Foreign/ Oversees Counterpart will not be considered for PQC criteria evaluation. Indigenous bidder shall have the single point responsibility towards supply of material, commissioning of equipment and guarantee/ warrantee. Indigenous bidder must comply with Govt Policy under PPP–MII, Order 2017.
- c) In case of Participation/ bidding jointly by Foreign Principal Bidder & Indian Consortium Partner: Indian Consortium Partner can be wholly or partially owned subsidiary of Foreign Principal bidder/ Supplier. If Indian Consortium Partner is not wholly or partially owned subsidiary of Foreign Principal bidder/ Supplier, then credentials of Foreign Principle bidder/ supplier will be considered for financial PQC.
- d) Joint Venture (JV) firms are not permitted to bid.

II. PRICES:

- a) The prices shall remain fixed and firm till the contractual delivery and are on Cost & Freight CFR Nhava Sheva / Mumbai Seaport, India basis inclusive of Packing, Forwarding & Freight charges up to Nhava Sheva/ Mumbai seaport as per Incoterms 2020 for Transporter of 100T Capacity - 2 Nos. as per technical specification. In case of short supply, all materials are required to be dispatched as per GSL door delivery basis (DDP basis).
- b) All Quoted Price should be in single Foreign Currency ONLY
- c) Bidder shall submit **un-priced** Bid along with Techno commercial Bid.
- d) All applicable taxes and duties outside India shall be borne by the Bidder. Bidder's price should be inclusive of Taxes outside India.
- e) Price variation clause (PVC) is not applicable in this case.
- f) Price escalation clause is not applicable in this case.
- g) The bidder/ seller shall indicate the indigenous content of the product being offered if any, in techno commercial bid.

III. TWO BID SYSTEM:

The tenderer must submit their tender in accordance with the below procedure.

Tenderer are to submit their tenders in “**TWO BID SYSTEM**” through online (e- Tendering) on or before tender closing date.

- **PART I: Techno-Commercial Bid (without price):**
(Techno Commercial Bid containing Technical details & Commercial terms only)
 - a) Bidder shall comply with all the terms and conditions of tender. Tenderer shall submit para wise statement of compliance to the commercial terms and conditions, failing which it shall be presumed that the firm shall meet all the Commercial terms and conditions specified as per tender enquiry. However, minor deviations if any shall be indicated against standard terms and conditions of the tender. The compliance statement shall be enclosed along with techno commercial Bid as per format enclosed at “**Annexure VI**”.
 - b) Statement indicating that the tenderer is complying with technical specification shall be enclosed with the techno commercial Bid of the tender. If the firm is unable to meet the requirements of the specifications (as per technical specification **Annexure I**) due to their design or due to non-availability of some items or due to some other technical reasons, these deviations shall be listed separately in quotation with detailed justification thereof for approval, failing which it will be presumed that the firm would meet all the requirements indicated in our tender enquiry and its Annexure & drawings.
 - c) Bidder shall submit **un-priced Bid (Without price)** comprising of Annexure II (BOQ) along with Techno-commercial Bid.
- **PART II: Price Bid:**
Price Bid comprising of Annexure II (BOQ-1 & BOQ-2) in excel format shall be submitted.

IV. SCOPE OF SUPPLY:

The scope of supply shall be as per enclosed Technical specification **Annexure ‘I’**. The Bid shall be inclusive of complete scope as detailed in Technical specification **Annexure ‘I’** and consisting of following:-

- Main Equipment,
- Components & Accessories,
- Installation Material,
- Tools & Test equipments,
- Commissioning Spares,
- Drawings & documents (both in soft & prints),
- Technical assistance for installation, FATs, STW, and commissioning
- Preservation, de-preservation & re-preservation, as and when required till commissioning of the equipment
- Guarantee/Warranty
- Training to GSL personnel at OEM's works, GSL etc. as applicable
- Packing, forwarding, Insurance, freight up to Nhava Sheva/ Mumbai seaport.

Note: [The procurement of Transporter of 100T Capacity - 2 Nos. is a non divisible procurement.](#)

V. PRICE BREAK-UP:

Price breakup along with BOQ (Annexure II) shall be provided upon request of GSL in .PDF format.

NOTE:

(i) 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.

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

VI. TAXES, DUTIES:

(A) Taxes and Duties:

All the taxes & duties outside India will be on the suppliers account and are included in the prices which shall be indicated in the offer.

(B) Direct Taxes and Goods and Service Tax (GST) (payable in India) on services such as assistance for installation, Setting to Work (STW), Installation Inspection (II), shall be regulated as follows:

I. DIRECT TAXES:

(i) The bidder/ seller is liable for payment of applicable direct tax on the subject services provided in India at the rate of Direct Tax applicable under Double Taxation Avoidance Agreement (DTA) with the respective countries. Income Tax arising to Seller on payments due in foreign currency shall have to be borne by the Seller. They have to submit the Tax Determination Certificate (TDS) and a Permanent Account Number (PAN) from Income Tax department in India to enable Buyer to deduct TDS.

(ii) TDS (Tax Deducted at Source) certificate will be provided by Tenderer (Buyer) for the tax deducted on the basis of Tax Determination Certificate provided by the Seller.

(iii) Income tax arising in India on income of personnel deployed by bidder/ seller shall be paid and borne by the bidder/ seller.

II. GST ON ASSISTANCE FOR INSTALLATION, STW, II & COMMISSIONING:

(i) Goods and Services Tax (GST) as applicable at the time of provision of services shall be paid extra at actual by the bidder/ seller (seller). The rate of GST and GST compensatory cess, if any shall be as applicable as per schedule of rates issued by the Central and respective State Government/ UT from time to time. At present, rate of GST applicable on services is 18%. The supplier shall mandatorily mention the HSN Code and Service Accounting code (SAC) relevant for the goods and service quoted (provided).

(ii) GST rates are quoted as per the service for which SAC is mapped. GST shall be paid under reverse charge mechanism by GSL towards supplies of goods and/or services made by unregistered foreign vendor.

VII. EARNEST MONEY DEPOSIT (EMD):

(i) EMD should be submitted along with Technical Bid in the form of DD valid for 90 days from tender closing date or in the form of BG as per **Annexure-XVI** valid for 90 days plus 3 months claim period from any nationalized/ scheduled Bank drawn in favour of Goa Shipyard Ltd., payable at Vasco-da-Gama, Goa. GSL stamped receipt for the EMD paid by the bidder against the tender (in case of DD) may be obtained from accounts officer cash section, within 2 weeks time after tender opening, and the same will have to be produced by the firm while claiming the refund of the EMD from GSL. No interest is payable by GSL on EMD. The overseas bidder shall submit the EMD in respective currency equivalent to **in USD 32,926/-** or **in EUR 29,600**. The exchange rate as on tender publish date to be considered.

(ii) EMD of Bidder, who does not meet eligibility/ qualification criteria will be returned.

(iii) GSL will discharge EMD of unsuccessful Bidder on placement of order on successful Bidder. EMD of the successful bidder will be returned after receiving Security Deposit, which shall not attract any interest, thereon.

(iv) No interest will be payable by GSL, whatsoever, on the EMD or on late payment.

EMD shall be forfeited in the following events:

- a) The Tenderers EMD will be forfeited, if the tenderer withdraws his tender during the period of tender validity or the extension thereof; or invalidates his tender; or wants to modify his tender unilaterally during the period of tender validity, or refuses to accept the correction of errors.
- b) If any of the documents submitted with tender or thereafter and are found false/ forged, during tender evaluation or during contract execution, EMD of such tenderer shall be forfeited,
- c) EMD of successful tenderer may also be forfeited, if tenderer fails to accept /sign the contract or fails to execute the contract.
- d) In case, if, the Tenderer fails to execute the contract/order, after his tender has been accepted and contract/ order has been awarded.
- e) In case, if, the tenderer withdraws his tender after issuance of a "Letter of Award" or fails to accept the contract / order.
- f) The successful bidder fails to furnish the Security Deposit.

VIII. SECURITY DEPOSIT (SD):The successful bidder shall submit SD of 5% of the value of the contract including tax rounded off to the nearest thousand within 21 days from the date of placement of order, in the form of DD/ Banker's cheque drawn in favour of M/s Goa Shipyard Ltd., payable at Vasco-da-Gama or Panjim, Goa (INDIA) OR Bank Guarantee from the Bank of International Repute in prescribed format at **Annexure-XIII** (duly counter guaranteed by any Indian Nationalized bank situated in India in case of foreign bidder) in prescribed format and same should have validity till successful execution of the order.

For delayed period of submission of SD beyond 21 days from the date of order, interest on delayed period of submission of SD will be recovered. The rate of interest shall be as decided by competent authority in GSL which is SBI MCLR +2%. In case of failure to submit SD within 21 days from the date of placement of order, GSL reserves the right to invoke risk purchase clause. SD shall be valid for a period of 60 days beyond the contractual delivery date. In case of SD to be renewed, it shall be renewed within the grace period of 60 days from the contractual delivery date. The SD shall only be refunded by GSL on successful execution of the contract as per terms of contract to the entire satisfaction of GSL. In case of successful tenderer, EMD will be returned back to the firm after submission of the security deposit to

GSL. The security deposit shall be subsequently refunded to the tenderer after successful execution of the order. No claim shall lie against GSL in respect of Interest on the Security Deposit and no interest is payable by GSL, whatsoever. In event of failure to execute the order satisfactorily or default by the tenderer, the Security Deposit shall be forfeited.

IX. FORFEITURE OF SD: The breach of any of the Terms and Conditions of the order, will result into discontinuation of further dealing with the firm and forfeiture of the SD at GSL discretion, and the same will also be notified to other prospective customers, Government Bodies, Institutions etc. During the execution of the order, if it is found that the information and / or documents provided by the firm are false/ or if it is suspected that a Cartel was formed to obtain the order, in such cases, the order will be terminated and further dealing with the firm will be suspended immediately. Dues, if any, held with GSL like EMD/ SD or payments pending against any bills will be forfeited and in this regards GSL decision will be final and binding on the firm.

X. PURCHASE PREFERENCE UNDER PPP – MII, ORDER 2017:

1. Definition:

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

(b). 'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content minimum 50%.

(c). 'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content of minimum 20%.

(d). 'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%.

(e). The margin of purchase preference shall be 20%.

2. Purchase Preference:

(a) Purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by GSL in the manner specified here under.

(b) Mechanism for cases **which are not divisible in nature:** The Class-I local supplier shall get purchase preference over Class-II local supplier as well as 'Non-local supplier', as per following procedure:

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

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

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

(c) Class-II / Non local supplier shall not get purchase preference in any procurement, undertaken by procuring entities.

3. Minimum Local Content (MLC):

The minimum local content shall be 50%.

4. Verification of Local Content:

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

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

c. GSL may constitute committees with internal and external experts for independent verification of self-declarations and auditor's accountant's certificates on random basis and in the case of complaints.

5. Penalty in Case of Non Compliance of Indigenous Content:

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

6. Bank Guarantee:

Firm eligible for purchase preference in accordance with this policy will be required to submit Bank Guarantee, within three weeks from the date of placement of order for an amount equivalent to the purchase preference given to the firm i.e. difference between firm's offer and L1 price of the Class II Local vendor or Non Local vendor or 1% of order value + GST applicable, whichever is more, valid till execution of the order plus three months encashing period. In case, the firm is not able to meet the percentage of Indigenization promised as per the Purchase Order terms, the penalty as elaborated above shall be adjusted by the firm in their Invoice, or else, same shall be adjusted by encashing the bank Guarantee.

7. Debarment of bidders for false declaration:

- a) The penal provision stipulates debarring bidder or its successors for a period of two years in case of false declaration of local content.
- b) A supplier who has been debarred by any procuring entity for violation of Order shall not be eligible for Purchase Preference.
- c) The list of debarred suppliers along with period of debarment will be maintained and displayed in websites.

8. Assurance of Orders for Items Indigenized Successfully for Import**Substitution:**

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

9. Reciprocity clause:

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

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

XI. NORMS AND RELAXATION CRITERIA AND PURCHASE PREFERENCE FOR MSE (applicable if the tender enquiry is divisible in nature):

1. (a) MSEs registered with MSME authority (Udyam Certificate shall be submitted), quoting prices exceeding up to and 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 L-1 landed cost at GSL.

(b) 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.

(c) 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.

(d) 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 or SC/ST owned enterprises.

(e) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

2. The GSL reserves the right to accept and or reject any or all tenders and or to withdraw the tender in toto and or award the contract / order in full or part to more than one vendor / contractor without assigning any reason whatsoever and without thereby incurring any liability to the affected Bidder or Bidders or any obligations to inform the affected Bidder or Bidders of the grounds for GSL action.

Note 1: The MSE shall submit letter of undertaking confirming that he is the manufacturer or service provider and not a trader. If it is found that a vendor is not an MSE or in case of any false declarations/ forged documents, GSL reserves the right to deny benefits / incentives applicable to MSEs at any stage of tender processing and reject the offer in toto and debar such vendor and stop them for participating in future tenders and will refer the case to MSME and intimate other DPSUs for debarment as per policy in vogue.

Note 2: Traders are not eligible for availing benefit of exemption of EMD & Security Deposit (SD) and purchase preference as per FAQ (Q. no. 18) published by Mo, MSME vide publication dated 24th Oct 2016. **Traders have to submit the EMD & Security Deposit (SD) as applicable.**

XII. BIDDERS PROHIBITED FROM PARTICIPATION IN THE TENDER:

i. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder/ seller is registered with the Competent Authority.

Exclusion: This clause will not be applicable to bidders from those countries (even if sharing land borders from India) to which Govt. of India has extended lines of credit or in which the Govt. of India is engaged in Developmental projects. Updated list of countries to which lines of credit or in which developmental project are undertaken are given in the website of Ministry of External affairs.

ii. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidder stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

iii. "Bidder from a country which shares a land border with India" for the purpose of this clause means:

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

iv. The beneficial owner for the purpose will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Model Certificate for Tenders (To be submitted by the bidder along with the Bids as per format attached as **Annexure XVIII**) stating following shall be submitted by the bidders:

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

A self declaration in this regard shall be submitted by bidder as per format attached at **Annexure XVIII**.

NOTE: The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

XIII. BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS:

The bidder/ sellers shall give a declaration as per format attached at **Annexure XVIII** that they have not been banned or de-listed by any Government or quasi Government agencies or PSUs. If a bidder/ seller has been banned or de-listed by any Government or quasi Government agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualifying him.

XIV. IMPORT LICENSE:

The import is covered under Ministry of Commerce (Director General of Foreign Trade) order no. S.O.1056 (E) dated 31/12/1993 para 3 (1) (a) of Appendix 39B of Hand book of procedures 2015 – 2020, which shall prominently be indicated on all dispatch documents by the bidder. In case of any revision or amendment to the above will be intimated to bidder by GSL.

XV. EXPORT LICENSE:

Supplier shall obtain the necessary export permission / license permission from the exporting country for supply of items on receipt of order and without any time and cost implication on GSL. The delivery period given in the order is inclusive of the time period required for obtaining export permission / License. GSL will provide necessary End User Certificate as issued by Coast Guard (Owner of the ship) wherever applicable.

The seller must submit draft "End User Certificate" (EUC) in their template duly filled up with all information within 02 weeks of award of contract. Buyer need 02 months time from date of receipt of draft copy for EUC from seller for issuing signed copy of EUC. Delay in submission of draft copy of EUC (duly filled up with all requisite information) shall be in the account of seller. No delivery date extension shall be entertained in case of delay in submission of draft copy of EUC (duly filled up with all requisite information) by Seller.

XVI. PACKING & FORWARDING:

- a. Complete items shall be strongly and securely packed for export in minimum cubic space in such a manner as to prevent damages and pilferages during transit both by land and from point of Sea port from the port of shipment to its final destination at Goa Shipyard Ltd, Vasco Da Gama, Goa (India) via Nhava Seva / Mumbai Sea port. Metal parts whenever necessary shall be well slushed to prevent rust in transit. **All charges for packing, forwarding, delivery and other charges are to be included in above prices. All the damages and losses arising out of insufficient packing will have to be borne by the bidder.** Each package shall be plainly marked and numbered upon 4 sides and top thereof as per the case marking given below. Letters and numbers shall be at least 3 inches high whenever possible. No marking other than as directed shall be put upon the said packages. Bidder/Seller shall ensure that the goods are dispatched by dedicated containers only and exercise maximum safety of equipment.

- b. If equipment /items are required to be stored in climatically controlled environment, same are to be supplied along with appropriate containers this shall remain part of the deliverable.

Case Marking: **GOA SHIPYARD LIMITED (PSU under Ministry of Defence)**
 VASCO DA GAMA, GOA (INDIA)
 CASE NO.
 ORDER NO.
 NET WEIGHT
 GROSS WEIGHT.....
 OUTSIDE DIMENSIONS.....
 MADE IN

The charges for packing & forwarding are to be included in the prices. Each packing in addition to aligning position { ↑ } shall be provided with identification tallies.

- c. Every item in each case would be listed in a packing list and a copy of this would be kept inside the case as well as secured & pasted outside, duly protected by plastic sheet. Items not listed in the packing list would be deemed as not supplied. A complete and exhaustive bill of material for the equipments, items, tools, accessories, loose components would be forwarded for all items that are in your scope of supply, however minor the item be, 15 days before contractual delivery date. Each item should be provided with proper identification tallies.
- i) In case of pipes/conduits/cables, size wise bundles should be made for easy handling and identification for proper storage. Pipes have to be supplied with end protective caps (plastic cables) to avoid ingress of any foreign particles and rusting.
- ii) The packing material shall be environmental friendly/ biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly / biodegradable material cannot be used due to nature of the equipment. Name tallies/ caution plates of such material to be indicated for necessary action.
- iii) Bidder should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GSL premises, the supplier/Vendor should replace the RHBs and should bear the cost incurred for disposal of the RHBs.
- d. Each case should have proper instruction, written at the appropriate place to handle the case safely. In addition to indicating the aligning position, each item would be provided with identification tallies, in aligning position, the description and part no. and it would tally with that of packing list. Weight of each case would prominently be written.
- e. In case of part consignment, every delivery/ part delivery would be serialized and this serial no. would be indicated in the packing list for ease of correlation. The description of item in the packing list would exactly be as per that in the Contract. **The packing list would be addressed to Officer-in-Charge of Stores,** Goa Shipyard Limited, Vasco-da-Gama, Goa – 403 802, India. Every packing list/ communication shall invariably contain the concerned contract reference. If items are supplied as free replacement/ free of charge, it would be mentioned in the packing list as “free supply items” and the relevant GSL reference against which the free supply is made should be indicated.

f. The Supplier on receipt of Purchase Order shall list out and confirm all deliverables including Equipment, Accessories, Tools, Technical Documentations and other items and forward to GSL three months prior to contractual delivery date (6 weeks if delivery schedule is less than 8 months). Each item shall have the firm's part no. and break up price. The same is required essentially for incorporating GSL material code nos. into the Purchase Orders and computer systems. GSL shall issue amendment to Purchase Orders incorporating the details receipt from the Supplier with GSL Code numbers, individual prices etc. in advance of contractual delivery. While dispatching the Supplier shall identify each item with GSL 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 GSL code no. and firm's part no. In case of any deviation, GSL shall not be in any way responsible for delay in issue of receipt inspection report and payment.

XVII. FREIGHT:

The quoted prices should be on **CFR Nhava Sheva / Mumbai Seaport, India basis**. Ocean freight from the port of shipment up to Nhava Sheva / Mumbai Port, India is to be included in the quoted prices. Custom / Port clearance, inland freight from Mumbai to Goa shall be arranged by GSL.

XVIII. INSURANCE:

Marine insurance of goods from the port of shipment to our yard at Goa via Nhava Sheva/ Mumbai Sea Port, India will be arranged by GSL/ Buyer. The firm shall furnish following details on booking the consignment with shipping company. The details shall be forwarded *by e-mail to fabianrodrigues@goashipyard.com*

Firm should send the following shipping documents to GSL by e-mail for enabling GSL to arrange Insurance at the earliest but not later than 24 hours from the Bill of Lading date.

- a. Invoice with item wise unit rate & total value.
- b. Packing list. (List of Items in each package) with weight of each item.
- c. Goods Specification with Dimensions, Net & Gross weight of each package.
- d. Copy of Bill of Lading/ AWB.
- e. Copy of Certificate of Country of origin of Goods.
- f. Port of Loading.
- g. Port of discharge.
- h. Expected date of departure and arrival.
- i. Voyage no, and Name of the vessel / carrier.
- j. No. of Cases (Volume & Dimension of each case)

Based on the above indicated documents, the Bill of entry will be filed by GSL in the final port of arrival.

XIX. SHIPPING INSTRUCTION:

- a. The consignment shall be dispatched to final port of discharge as Nhava Sheva / Mumbai Port, India by sea. The shipping arrangement is required to be made through authorized Shipping Company only or their Agent holding preferably valid multimodal licence. A Certificate to be issued stating that the cargo carrying vessel is classed to 100A-1 in Lloyds Register or its equivalent category and is sea worthy. Sea worthy certificate issued by shipping liner shall be

provided. Consignment should be dispatched preferably through a vessel of age not more than 15 years.

The consignor / supplier shall ensure that a pre-dispatch survey is conducted at their warehouse or works by the bidder/ seller at the time of packing. Similarly, survey to be conducted at the port of loading through a reputed marine surveyor while loading the consignment on the vessel. All survey charges to be borne by the bidder / seller. Further, Seller to forward a copy of signed survey report at the port of loading conforming the packing of equipment in sound condition free from damages and seaworthy along with relevant photographs immediately on booking the consignment with shipping company. The details shall be forwarded *by e-mail to* fabianrodrigues@goashipyard.com & eraja@goashipyard.com

b. The Bill of Lading would be drawn so as to show the following:

- a) **CONSIGNOR** : Name of Seller
- b) **CONSIGNEE** : The Chairman & Managing Director,
GOA SHIPYARD LIMITED,
(A Govt. of India Undertaking),
Vasco-da-Gama, Goa-403 802,
INDIA

XX. INSPECTION:

The Quality Assurance Plan (QAP) of manufacturer is required to be approved by the Inspecting authorities prior to commencement of manufacturing. Approved QAP to be submitted to GSL within 2 weeks from the date of issuance of LOA.

Following Certificates to be supplied along with the equipment:

Manufacturer's Test Certificate to be furnished.

The inspection procedure, if not available with firm, the procedure in detail shall be obtained from inspection authority immediately on receipt of the order and a copy shall be forwarded to GSL, prior to commencement of manufacturing.

Third party inspection at OEM premises and FAT by GSL representatives.

Receipt Inspection will be carried out at GSL in the presence of GSL user dept (Plant Maintenance) and GSL(QA) reps along with OEM. Firm shall depute firm's rep. for joint inspection, immediately after receipt of the items at GSL within one week / as per GSL requirement Rejection / Discrepancies / short supply if any, shall be liquidated in a time bound manner i.e. within 3 weeks from the date of intimation through receipt inspection report. Since payments are related to acceptance of the material, care to be taken for liquidating the RI defects to avoid delay in release of payment by GSL.

Though the items will be inspected by your Quality Assurance Department, this will not absolve Firm of Firm's responsibility for rectification of defects if any noticed during performance of trials of the ship, without any extra cost to GSL.

All Inspection including Third party and Testing charges are to be included in the offered prices.

Note: Receipt inspection observation to be liquidated within 3 weeks post intimation of issuance of report.

XXI. DELIVERY: FOB, Port of Shipment

Delivery within 12 months from the date of placement of PO

Important Notes:

- a) Firm to provide detailed Bill of Material (BoM) / Deliverables 3 months prior to scheduled delivery in soft excel format as the case may be.
- b) The date of Clean Onboard Bill of lading will be reckoned as date of delivery for all the purposes and will be considered for calculation of liquidated damages (LD) for any delay beyond the delivery schedule.
- c) Firm is obligated to give LC opening notice to GSL, 90 days prior to FOB Delivery date.
- d) Firm should intimate to GSL, the ship's name on which the goods have been loaded, contract no. & date and the cost of shipped Packages at the earliest but not later than 24 hours from the Bill of Lading date.

XXII. PAYMENT:**A) FOR SUPPLY OF EQUIPMENT :**

100 % CFR value would be paid by irrevocable Letter of Credit through State Bank of India, Commercial Branch, Vasco-da-Gama, Goa, India/ Bank of Maharashtra/Union Bank of India, Goa, India on submission of following documents against each consignment. The documents listed at sl. nos. 1 to 9 are mandatory for clearance of cargo from customs. However, the value of invoice would be reduced to the extent of LD amount in the event of delay. After deduction, GSL would issue debit note / receipt for such deductions on submission of original shipping documents. The documents listed at sl. nos. 1 to 9 are mandatory for clearance of cargo from customs.

| Sr. no. | Description | No. of Copies |
|---------|---|----------------------|
| 1. | Clean Ocean Onboard Bill of Lading /AWB | 1 Original +4 Copies |
| 2 | Signed Commercial Invoice with Item wise unit rate & total value showing CFR Prices | 1 Original +4 Copies |
| 3 | Packing list indicating the items, description of items (weight of each item) included in each packing & shall have its own identification list. | 1 Original +4 Copies |
| 4 | Factory Acceptance Trials report if applicable | 1 Original +4 Copies |
| 5 | Certificate of Country of Origin | 1 Original +4 Copies |
| 6 | Inspection Certificate as per clause XX | 1 Original +4 Copies |
| 7 | Manufacturer's Guarantee/ Warrantee certificate | 1 Original +4 Copies |
| 8 | Sea Worthiness Certificate issued by shipping liner | 1 Original +4 Copies |
| 9 | Performance Bank Guarantees (PBGs) equivalent to 10% of order value from a Bank of International repute, valid till the expiry of the Guarantee period plus 3 month claim period as per GSL format (enclosed at <u>Annexure X</u>) | 1 Original +3 Copies |

Note 1:

- a. Documents at 1 to 9 are mandatory for negotiating documents through Bank. In case of delay in providing the mandatory documents which results in delay in filling bill of entry and delay in clearance and consequently result in payment of late fee and demurrage charges, the same will be charged to your account and will be deducted from the above payment. Part Shipment permitted & Transshipment not permitted unless specifically mentioned in Tender enquiry or mutually agreed terms.
- b. In case of delay in submission of the document at sr. no. 9, you may negotiate the documents for 90% value only and balance 10% will be paid separately on submission of PBG.

Note 2:

- a) Bank charges in India will be borne by GSL and the supplier will bear the Bank charges outside India.
- b) Bidder to intimate readiness of cargo and request for LC opening, 90 days prior to FOB delivery date. L/C will be opened 45 days prior to scheduled delivery with a validity of 90 days. (In case of short delivery period items, LC shall be opened 30 days prior to the scheduled delivery.)
- c) Original documents listed in **clause no. XXII.A** submitted in the supplier's bank should reach Indian Bank within 21 days from the date of bill of lading.
- d) Bidder has to mention GSL GST (Goods & Service Tax) No., IEC (Import Export Code) and LC (Letter of Credit) no. on Invoice & Bill of Lading for the purpose of Custom clearance.
- e) L/C amendment charges to be borne by the supplier.
- f) In case, delivery of Equipment is same, then a single PBG @ 10% of PO value to be submitted by the firm.
- g) The bidder or supplier shall not change the Bank during the entire period of performance of the contract.

XXIII. LIQUIDATED DAMAGES (LD):

The delivery indicated is essence of the contract and in case of delay in supplying the equipment/ item beyond 04 weeks from the original delivery date as per contract, LD @ 0.5% of the order value, per week of delay, or part thereof from the contractual delivery date subject to a maximum of 05% of order value will be deducted by GSL from the amount payable to the supplier.

XXIV. DEMURRAGE:

(a) All mandatory documents detailed in the payment terms to be provided by the firm. The copy of shipping documents to be forwarded within 24 hours of the dispatch of consignment by email (Email id: fabianrodrigues@goashipyard.com and eraja@goashipyard.com)

(b) The storage, demurrage charges including container detention charges incurred on account of delay in providing the shipping documents as stated above and due to delay in negotiation of documents through bank which leads to delay in clearance/detention of container/cargo at the port of arrival will be payable by the supplier for all the shipments that will reach without mandatory documents as detailed in para **XXII.A above**.

(c) The supplier shall negotiate the documents without any discrepancy as per the documents listed in the letter of credit within the time limit indicated therein through the negotiating bank at the earliest (as per the time frame indicated in the Note below) to enable receipt of Original documents by GSL before arrival of the shipment.

(d) The supplier shall also be responsible for fines due to errors or omissions in description, weight or measurement & for increased handling charges due to improper packing and the consequential delay in clearance which leads to demurrage/container detention charges and accordingly the charges/fines has to be paid by the supplier.

(e) The date of Bill of Lading will be considered as the date of delivery of consignment.

XXV. RISK PURCHASE:

In case the supplier fails to deliver the items beyond 10 weeks from the stipulated delivery date, GSL reserves the right to cancel the order at its discretion and procure the items from alternative sources. Difference in procured cost, if any, will be recovered from any of his pending bills with GSL or through Debit Note to be raised on the firm. Duration provided for applicability of Risk Purchase is not linked to LD clause above.

XXVI. GUARANTEE/ WARRANTY:

The firm should provide warranty for 12 months from the date of installation, testing and commissioning of equipment or 18 months from the date of delivery at GSL as per technical Specification.

Responsibility of execution of Import & Indigenous material, commissioning of equipment and guarantee/ warrantee will remain with Principle OEM/ supplier irrespective of order executing entity.

During this period, the firm would be liable to rectify all the defects arising out of inferior workmanship, faulty material and defective design and the same shall be rectified / replaced, part or whole, as the case may be, free of cost and delivered at GSL on DDP basis. All packing, forwarding, insurance and delivery charges including customs duty arising on account of this would be borne by the firm.

The guarantee period would be extended by another 6 months for the repaired parts/ spares, which were repaired & replaced during the guarantee period. Defects, damages and short landings reported during the receipt inspection at GSL and during the guarantee period shall be attended within 3 weeks from the date of such intimations from GSL. In case defects are not attended within reasonable period of time then GSL reserves the right to encash the bank Guarantee submitted by the firm.

XXVII. TRIALS & COMMISSIONING ASSISTANCE:

- a) Factory acceptance test and load test will be carried out at firm premises in presence of 4 GSL personnel. Travel and accommodation required during FAT's will be arranged by GSL.
- b) Man days spent by GSL for the rework & rectification arising due to malfunctioning & mismatching of equipment & items supplied will be charged to bidder's account and the same will be recovered from their pending bills.

- c) In case of service engineer from India and Abroad, Firm should depute suitable personnel for the testing and commissioning within maximum 3 days of intimation from GSL if the service engineer is positioned at Goa or within maximum 7 days in case, outside Goa or within maximum 2 weeks if from abroad.
- d) Firm should inform GSL in advance the names of person/s who would be attending along with copy of passport and visa details by email to the dealing purchase officer, so that gate pass can be arranged in time.

XXVIII. CANCELLATION OF ORDER:

In the event of progress in respect of preparation & submission of drawings or manufacture of items/ Equipment is found to be unsatisfactory, GSL reserves the right to cancel the order, at any stage, without any financial implication to GSL.

XXIX. ARBITRATION :

- a. In the event of any question, dispute or differences arising under the agreement or in connection therewith (including a dispute relating to the validity or existence of this Agreement), the said question, dispute or differences will be settled through mediation by the panel of Independent External Monitors (IEMs) by adopting such mediation rules as deemed fit by the parties. The mediation will be concluded in a time bound manner but not beyond 90 days from the date of reference of the dispute to the IEMs.
- b. If the Parties fail to resolve the dispute or differences within the aforesaid period of 90 (Ninety) days, then by consent of Parties, it is agreed that Chairman & Managing Director of Goa Shipyard Limited (GSL) shall appoint a Sole arbitrator to adjudicate the disputes. The Arbitrator so appointed shall have neither direct or indirect, past or present relationship with or interest in any of the disputing parties or in relation to the subject matter in dispute; whether financial, business, professional or other kind whatsoever. The Arbitration & Conciliation Act, 1996 and the amendments thereto shall be applicable. The arbitration shall be governed by the laws of India and the language of arbitration shall be English. The award of the Arbitrator shall be final and binding on the parties.
- c. Upon any and every reference for the award, as aforesaid, the cost of the proceedings including all expenses incidental thereto, shall be determined at the discretion of the arbitrator.
- d. The seat and venue of the arbitration proceedings shall be in Vasco-da-gama, Goa or such other place, as the arbitrator may decide.

XXX. BAR CHART / MONTHLY PROGRESS REPORT:

In order to monitor the progress of the manufacturing of the above equipment, Firm shall submit the bar chart indicating major activities on cardinal events and major milestone along with the complete details of the subcontracted items within 6 weeks from the date of placement of order. Firm shall submit progressive report every month so that the delivery of the equipment is ensured.

XXXI. DOCUMENTS:

Firm shall provide requisite documents & drawings and manuals etc as applicable (both in soft & prints), for the equipment as per technical specification.

XXXII. PRESERVATION & RE-PRESERVATION:

The item should be supplied duly preserved suitable for 12 months storage from the date of readiness for dispatch. Cost of preservation is to be included in the prices. In the case of any material requiring preservation till its final installation / fitment a detailed procedure for long and short term preservation of the equipment and periodicity of preservation along with special preservatives, if required, prior to installation of the equipment shall be furnished by the firm and should included in firm's manual. The detailed procedure for de-preservation prior to commissioning shall also to be furnished.

Cost of preservation, re-preservation and de-preservation should be included in the prices. Assistance with material and tools for the above should be provided by the firm free of cost.

Preservation and re-preservation procedure should be included in firm's manual. Assistance for re-preservation beyond this period will be provided by firm free of cost.

XXXIII. DEVIATIONS & NON CONFORMITY:

The scope of supply shall strictly confirm to Technical specification as per tender. No deviation & non-conformity will be accepted unless such deviation & modification has the prior approval of GSL.

XXXIV. WEIGHT:

Total weight of the equipment / items would be printed on the packing list / package and the slinging position for lifting the package would be indicated on the package. Firm shall indicate estimated weight of the equipment & the components in "KGS" on the drawing.

XXXV. INDIVIDUALITY OF CONTRACT:

In the event of an order resulting from tender, the same shall be treated as an individual contract and shall not allow any general lien to the supplier, and shall not get prejudice in execution due to any situation arising out of some other contract that the firm may have with GSL.

XXXVI. PRODUCT SUPPORT:

The firm should be able to provide product support for the transporter for at least 20 years.

XXXVII. SECRECY:

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

XXXVIII. HAZARDOUS DECLARATION OF GOODS:

No goods shall be declared Hazardous / dangerous Cargo in the Bill of Lading unless otherwise mutually agreed upon. Dangerous cargo certificate to be provided for Hazardous / dangerous Cargo material. The packing material shall be environmental friendly /biodegradable. Supplier shall provide procedure for disposal of packing material, if environmental friendly /biodegradable material cannot be used due to nature of the equipment. Name tallies/caution plates of such material to be indicated for necessary action. Bidder/ seller should not use Restricted Hazardous banned substance (RHBs). If any such substance is detected on the supply at GSL premises, the supplier/Vendor should replace the RHBs and should bear the cost incurred for disposal of the RHBs.

XXXIX. AGENTS / AGENCY COMMISSION:

The seller confirms and declares to the buyer that the seller is the original manufacturer or Authorized Vendor of original manufacturer or Government Sponsored/ Designated Export Agencies (applicable in the case of countries where domestic laws do not permit direct export by OEMs) of the stores referred to in this offer/contract/purchase order and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to Buyer or any of its functionaries, whether officially or unofficially, to the award of the Contract/Purchase Order to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this Contract/Purchase Order, the seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from participating in any RFQ/Tender for new projects/program with Buyer for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract/Purchase Order either wholly or in part, without any entitlement or compensation to the Seller who shall in such event be liable to refund all payments made by the Buyer in terms of the Contract/Purchase Order along with interest at the rate of 2% per annum above LIBOR (London Inter Bank Offer Rate) (for foreign vendors) and Base Rate of SBI plus 2% (for Indian Vendors). The Buyer will also have the right to recover any such amount from any contracts/purchase orders concluded earlier with Buyer.

XL. PENALTY FOR USE OF UNDUE INFLUENCE:

The seller undertakes that he has not given, offered or promised to give, directly or indirectly any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the contract or forbearing to do or for having done or for borne to do any act in relation to the obtaining or execution of the Contract or any other contract with the Govt. for showing or For bearing to show favor or disfavor to any person in relation to the contract or any other contract with the Govt. Any breach of the aforesaid undertaking by the seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the seller) or the commission of any offer by the seller or any one employed by him on acting on his behalf as defined in Chapter IX of the Indian Penal Code, 1860 or the prevention of corruption Act, 1988 or any other act enacted for the prevention of corruption shall entitle the buyer to cancel the contract and all or any other contracts with seller and recovered from the seller the amount of any loss arising from such cancellation. A decision of the buyer or his nominee to the effect that a breach of undertaking has been committed shall be final and binding on the firm.

Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the seller towards any officer/ employee of the buyer or to any other person in a position to influence the decision of GSL, directly or indirectly or any attempt to influence any officer/ employee of GSL for showing any favour in relation to this or any other contract, shall render the seller to such liability/ penalty as GSL may deem proper, including but not limited to termination of the contract, imposition of penal damages, for future of the Bank Guarantee and refund of the amount paid by GSL.

XLII. IMMUNITY OF GOVERNMENT OF INDIA CLAUSE:

It is expressly understood and agreed by and between Bidder and Goa Shipyard Limited, Vaddem, Vasco-Goa (GSL) is entering into this Agreement solely on its own behalf and not on the behalf of any person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that GSL is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable of Laws of India and general principles of Contract Law. The Bidder expressly agrees, acknowledges and understands that GSL is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions and commissions, breaches or other wrongs arising out of the contract. Accordingly, Bidder 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.

XLIII. DUTY OF PERSONNEL OF SUPPLIERS:

GSL being a Defence Public Sector Undertaking, Bidder undertakes that their personnel deployed in connection with the entrusted work will not indulge in any activities other than the duties assigned to them.

XLIV. ACCESS TO THE BOOK OF ACCOUNTS:

In case, if it is found to the satisfaction of GSL, that the seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to agents/Agency commission and penalty for use of undue influence, the seller, on a specific request of the GSL shall provide necessary information/ inspection of the relevant financial document/ information. Including a copy of the contract and details of payment terms between the vendors and agent engaged by him.

XLV. ORDER ACKNOWLEDGEMENT:

In the event of an order resulting from the tender, an acknowledgement and acceptance of the order including all terms & conditions shall be submitted by the supplier, on a GSL prescribed format as per **Annexure XIV** within 07 days from the date of order failing which the same will be deemed as accepted.

XLVI. PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS:

Firm shall submit the details of the pending orders from the other shipyards. The complete details shall include :- (i) Name of Customer, (ii) Purchase Order number & date, (iii) Original contractual date of delivery, (iv) Extended date of delivery, (v) Actual supplies made, reasons for the delay/pendency, if any, (vi) E.D.C. (Expected Date of Completion) etc.

XLVI. RECOVERY OF SUMS DUE:

Whenever under this contract any sum of money is due and payable by the Bidder/Contractor/Supplier to GSL, GSL shall be entitled to recover such sum by appropriating in whole or in part, the Security Deposit if any, paid by the Bidder/Contractor/Supplier, if a security being insufficient or if no security has been taken from Bidder/Contractor/Supplier, then the total sum due/balance of the total sum due, as the case may be, shall be deducted and recovered from the sum due to the Bidder/Contractor under this or any other contract (with the Goa Shipyard Limited) and remaining balance due, if any, will be recovered through due process of law.

XLVII. PRE-CONTRACT INTEGRITY PACT:

- a) The Integrity Pact required to be submitted under the tender shall be deemed to be a part of the contract arising under this tender.
- b) The signing of a 'Pre-Contract Integrity Pact' is mandatory. The format of Integrity Pact (IP) is placed at **Annexure XXIII**. The Bidders/ sellers are required to sign the same and submit separately in an envelope along with the Techno Commercial offer (PART – I). Copy of Integrity Pact duly signed on each page by the authorized signatory along with two witnesses (with names) in soft form to be uploaded along with the offer in PDF format.

XLVIII. APPLICABILITY OF LAW AND JURISDICTION:

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

XLIX. LIMITATION OF LIABILITY:

"Seller's liability shall be limited to the obligations specified in the Contract/ Purchase Order. Under no circumstances Seller shall be liable for any consequential or indirect damages of whatsoever nature incurred by the Buyer, including but not limited to loss of use, loss of production, loss of profit, loss of business, increase in operating costs or damages to its reputation. For all motives considered together arising out of Contract/ Purchase Order or tort relating to performance of the Contract/ Purchase Order, Seller's liability shall be limited to **100%** of the total Contract/ Purchase Order value". Notwithstanding anything to the contrary contained elsewhere, this Clause shall not limit the seller's liability towards any Claim arising out of:

- a. Infringement of any third party intellectual party rights or third party patent rights by the Principal Bidder or the Consortium Member,
- b. Indemnity obligation for bodily injury and or death including any third parties claims
- c. Cost of any warranty repairs
- d. Breach of Applicable Laws
- e. Gross negligence and/or wilful misconduct.

It is further clarified that the applicable taxes on such amount shall be borne by the principal Bidder.

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

LI. SUBMISSION OF FORGED DOCUMENTS:

1. Bidder/ sellers shall note that GSL may verify authenticity of any documents/ certificate/ information submitted by the bidder/ seller(s) against the tender.

2. The bidder/ seller shall be required to give an undertaking on the company's letter head as per **Annexure XVIII** attached and duly signed by the signatory of the bid.

LII. FORECLOSING OF TENDER/ ACCEPTANCE OF TENDER/ REJECTION OF TENDER:

GSL reserves the right to "CLOSE", "ACCEPT" or "REJECT" the tender(s) without assigning any reason thereof at any point of time.

LIII. ACCEPTANCE & REJECTION OF THE TENDER:

GSL reserves the right to accept or reject in full or part of the tender, or to withdraw the tender in toto, or to award the contract/ order in full or part, to one or more vendors/ contractors, without assigning any reasons thereof and without thereby incurring any liability to the affected bidder/ seller or any obligations to inform the affected bidder/ seller of the grounds for GSL action. The decision taken by GSL in this regard shall be final and binding.

LIV. VALIDITY:

The prices for the item shall be valid for **180 days** from the date of opening of tender. Extension of validity in above cases will be sought as required.

LIV. PUBLICITY: The firm is prohibited from making any publicity or to make any other public statement relating to or connected with product and services provided vide this tender/ contract/ purchase order or the matters contained herein without obtaining the written consent from GSL. For purpose of this provision, publicity shall include Notices, informational pamphlets, press releases, information posted on corporate or other websites, social media, research reports, posters and similar public notices.

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....

Deviation & Exclusions Schedule

(Commercial Deviations)

To,
 HOD (Outsourcing)

 M/s. Goa Shipyard Limited

 Vasco-da-Gama,

GOA-403 802.

Dear Sir,

We declare that the following are the only deviations and variations and exceptions and exclusions to the commercial condition as outlined in your tender document. The schedule has been filled in accordance with tender documents. Except these deviations, subject to the approval and acceptance by GSL, the entire scope shall be performed as per your requirements and tender documents. Further, we agree that additional conditions, if any found elsewhere in the offer other than those stated below, pertaining to any rebates and discounts offered may not be considered by you:

| Clause No. | Statement of Deviations, Variations & Exclusions (Commercial) | Cost of Deviations, Variations & Exclusions (Commercial) |
|-------------------|--|---|
| 1 | | |
| 2 | | |
| 3 | | |

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

Note: The Tender may use additional sheets of like size and format, if required.

**SUMMARY SHEET OF COMPLIANCE OF COMMERCIAL TERMS & CONDITIONS
Indigenous**

| SR. NO. | CLAUSE DESCRIPTION | ACCEPTANCE YES/NO | IF NO INDICATE REASONS |
|----------------|--|------------------------------|-----------------------------------|
| I. | PRE-QUALIFICATION CRITERIA (PQC): | | |
| II. | PRICES | | |
| III. | TWO BID SYSTEM | | |
| IV. | SCOPE OF SUPPLY | | |
| V. | PRICE BREAK- UP | | |
| VI. | TAXES, DUTIES & LEVIES | | |
| VII. | EARNEST MONEY DEPOSIT (EMD) | | |
| VIII. | SECURITY DEPOSIT (SD) | | |
| IX. | FORFEITURE OF SD | | |
| X. | PURCHASE PREFERENCE UNDER PPP-MII ORDER 2017 | | |
| XI. | NORMS AND RELAXATION CRITERIA AND PURCHASE PREFERENCE FOR MSE (APPLICABLE IF THE TENDER ENQUIRY IS DIVISIBLE IN NATURE) | | |
| XII. | RESTRICTIONS UNDER RULE 144 (XI) OF GENERAL FINANCIAL RULES (GFRS) 2017 | | |
| XIII. | E-INVOICING | | |
| XIV. | PACKING AND FORWARDING | | |
| XV. | FREIGHT | | |
| XVI. | INSURANCE | | |
| XVII. | PLACE OF SUPPLY | | |
| XVIII. | IMPORT LICENCE | | |
| XIX. | EXPORT LICENCE | | |
| XX. | INSPECTION | | |
| XXI. | DELIVERY | | |

| | | | |
|----------|---|--|--|
| XXII. | PAYMENT | | |
| XXIII. | LIQUIDATED DAMAGES (LD) | | |
| XXIV. | RISK PURCHASE | | |
| XXV. | GUARANTEE /WARRANTY | | |
| XXVI. | TRIALS & COMMISSIONING ASSISTANCE | | |
| XXVII. | CANCELLATION OF ORDER | | |
| XXVIII. | ARBITRATION | | |
| XXIX. | BAR CHART/MONTHLY PROGRESS REPORT | | |
| XXX. | DOCUMENTS | | |
| XXXI. | PRESERVATION & RE-PRESERVATION | | |
| XXXII. | DEVIATION AND NON CONFORMITY | | |
| XXXIII. | WEIGHT | | |
| XXXIV. | INDIVIDUALITY OF CONTRACT | | |
| XXXV. | PRODUCT SUPPORT | | |
| XXXVI. | SECRECY | | |
| XXXVII. | AGENTS/ AGENCY COMMISSION | | |
| XXXVIII. | PENALTY FOR USE OF UNDUE INFLUENCE | | |
| XXXIX. | IMMUNITY OF GOVERNMENT OF INDIA CLAUSE | | |
| XL. | DUTY OF PERSONNEL OF SUPPLIERS | | |
| XLI. | ACCESS TO THE BOOK OF ACCOUNTS | | |
| XLII. | ORDER ACKNOWLEDGEMENT | | |
| XLIII. | PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS | | |
| XLIV. | RECOVERY OF SUMS DUE | | |
| XLV. | PRE-CONTRACT INTEGRITY PACT | | |
| XLVI. | APPLICABILITY OF LAW AND JURISDICTION | | |
| XLVII. | LIMITATION OF LIABILITY | | |

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|---------|---|--|--|
| XLVIII. | FALL CLAUSE | | |
| XLIX. | SUBMISSION OF FORGED DOCUMENTS | | |
| L. | FORECLOSING OF TENDER/ACCEPTANCE OF TENDER /REJECTION OF TENDER | | |
| LI. | ACCEPTANCE & REJECTION OF THE TENDER | | |
| LII. | COMPLIANCE OF PROVISIONS OF ANTI-PROFITEERING RULE UNDER GST ACT 2017 | | |
| LIII. | VALIDITY | | |
| LIV. | PUBLICITY | | |

NOTE: In case of any deviations in above CTC, if not acceptable to GSL Management, offer is liable for rejection commercially. We have noted above terms and conditions.

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

Tender ref. no. P20/FR-01/CAP-18

Deviation & Exclusions Schedule

(Commercial Deviations)

To,
HOD (Commercial)

M/s. Goa Shipyard Limited

Vasco-da-Gama,

GOA-403 802.

Dear Sir,

We declare that the following are the only deviations and variations and exceptions and exclusions to the commercial condition as outlined in your tender document. The schedule has been filled in accordance with tender documents. Except these deviations, subject to the approval and acceptance by GSL, the entire scope shall be performed as per your requirements and tender documents. Further, we agree that additional conditions, if any found elsewhere in the offer other than those stated below, pertaining to any rebates and discounts offered may not be considered by you:

| Clause No. | Statement of Deviations, Variations & Exclusions (Commercial) | Cost of Deviations, Variations & Exclusions (Commercial) |
|-------------------|--|---|
| 1 | | |
| 2 | | |
| 3 | | |

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

Note: The Tender may use additional sheets of like size and format, if required.

Tender ref. no. P20/FR-01/CAP-18

**SUMMARY SHEET OF COMPLIANCE OF COMMERCIAL TERMS & CONDITIONS
(IMPORT)**

| SR. NO. | CLAUSE DESCRIPTION | COMPLIANCE YES/NO | IF NO INDICATE REASONS |
|----------------|--|------------------------------|-----------------------------------|
| I. | PRE-QUALIFICATION CRITERIA | | |
| II. | PRICES | | |
| III. | TWO BID SYSTEM | | |
| IV. | SCOPE OF SUPPLY | | |
| V. | PRICE BREAK- UP | | |
| VI. | TAXES, DUTIES & LEVIES | | |
| VII. | EARNEST MONEY DEPOSIT (EMD) | | |
| VIII. | SECURITY DEPOSIT | | |
| IX. | FORFEITURE OF SD | | |
| X. | PURCHASE PREFERENCE UNDER PPP-MII ORDER 2017 | | |
| XI. | NORMS AND RELAXATION CRITERIA AND PURCHASE PREFERENCE FOR MSE | | |
| XII. | BIDDERS PROHIBITED FROM PARTICIPATION IN THE TENDER | | |
| XIII. | BANNED OR DE-LISTED CONTRACTORS / SUPPLIERS | | |
| XIV. | IMPORT LICENCE | | |
| XV. | EXPORT LICENCE | | |
| XVI. | PACKING & FORWARDING | | |
| XVII. | FREIGHT | | |
| XVIII. | INSURANCE | | |
| XIX. | SHIPPING INSTRUCTION | | |
| XX. | INSPECTION | | |

| | | | |
|----------|---|--|--|
| XXI. | DELIVERY | | |
| XXII. | PAYMENT | | |
| XXIII. | LIQUIDATED DAMAGES (LD) | | |
| XXIV. | DEMURRAGE | | |
| XXV. | RISK PURCHASE | | |
| XXVI. | GUARANTEE /WARRANTY | | |
| XXVII. | TRIALS & COMMISSIONING ASSISTANCE | | |
| XXVIII. | CANCELLATION OF ORDER | | |
| XXIX. | ARBITRATION | | |
| XXX. | BAR CHART/MONTHLY PROGRESS REPORT | | |
| XXXI. | DOCUMENTS | | |
| XXXII. | PRESERVATION & RE-PRESERVATION | | |
| XXXIII. | DEVIATION AND NON CONFORMITY | | |
| XXXIV. | WEIGHT | | |
| XXXV. | INDIVIDUALITY OF CONTRACT | | |
| XXXVI. | PRODUCT SUPPORT | | |
| XXXVII. | SECRECY | | |
| XXXVIII. | HAZARDOUS DECLARATION OF GOODS | | |
| XXXIX. | AGENTS / AGENCY COMMISSION | | |
| XL. | PENALTY FOR USE OF UNDUE INFLUENCE | | |
| XLI. | IMMUNITY OF GOVERNMENT OF INDIA CLAUSE | | |
| XLII. | DUTY OF PERSONNEL OF SUPPLIERS | | |
| XLIII. | ACCESS TO THE BOOK OF ACCOUNTS | | |
| XLIV. | ORDER ACKNOWLEDGEMENT | | |
| XLV. | PENDING ORDERS WITH THE FIRM FROM OTHER SHIPYARDS | | |
| XLVI. | RECOVERY OF SUMS DUE | | |
| XLVII. | PRE-CONTRACT INTEGRITY PACT | | |

| | | | |
|---------|--|--|--|
| XLVIII. | APPLICABILITY OF LAW AND JURISDICTION | | |
| XLIX. | LIMITATION OF LIABILITY | | |
| L. | FALL CLAUSE: | | |
| LI. | SUBMISSION OF FORGED DOCUMENTS | | |
| LII. | FORECLOSING OF TENDER/ ACCEPTANCE OF TENDER/ REJECTION OF TENDER | | |
| LIII. | ACCEPTANCE & REJECTION OF THE TENDER | | |
| LIV. | VALIDITY | | |
| LV. | PUBLICITY | | |

NOTE : In case of any deviations in above CTC, if not acceptable to GSL Management, offer is liable for rejection commercially. We have noted above terms and conditions.

Date.....

Signature.....

Place.....

Name.....

Designation.....

Seal.....

LOADING FACTORS & BID EVALUATION CRITERIA

I) FREIGHT AND INSURANCE

(a) Indigenous Supplies: F.O.R. – Destination means FOR - GSL Stores, Vasco-da-Gama, Goa.

In case, the firm quotes for packing & forwarding and freight & Insurance charges in their offer separately, same will be added to the quoted price OR following loading charges in percentage will be loaded to the quoted prices.

Forwarding, Freight & Insurance are in Suppliers scope i.e. shall be included in the quoted prices. Materials may be dispatched preferably through GSL approved carriers on freight pre-paid basis. However, for unavoidable reasons, if Bids are exclusive of transport and / or insurance, the same will be loaded on the following manner:

- i) In case of **Ex-works** offer and if the firm does not specify the **packing and forwarding charges, 2%** of the Ex-works price will be loaded to arrive at the FOR dispatching station price.
- ii) **Freight Charges:** In case of FOR dispatching station offer, the following percentage will be added to arrive at the FOR destination price, as element of **estimated freight** up to destination.

| <u>Approximate Distance of Dispatching station from site</u> | <u>% of FOR dispatching station price</u> |
|---|--|
| Above 2001 Km | 5% |
| 1501 to 2000 Km | 4% |
| 1001 to 1500 Km | 3% |
| 501 to 1000 Km | 2% |
| 500 Km and below | 1% |

- iii) **Insurance charge @0.044%** of the Ex-works prices will be loaded to FOR destination price.
- iv) Any other commercial deviations besides above, if any noticed in the Techno-commercial Bid will be subject to acceptance by GSL Management with appropriate loading factor separately as applicable as per extant GSL procurement manual.

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

Signature.....
Name.....
Designation.....
Seal.....

Annexure VIII (For Foreign Supplier)

LOADING FACTORS & BID EVALUATION CRITERIA

GSL prefers that the supplier should accept all terms & conditions in toto as per the enquiry. However for commercial deviations, if any noticed in the Techno-commercial bid will be subject to acceptance by GSL Management and with appropriate loading factor separately as applicable as per extant GSL Procurement Manual.

(a) Foreign Supplies:

- i) CFR (Cost and Freight) basis inclusive of SEA worthy packing and Ocean freight charges upto Nhava Sheva/ Mumbai Sea port.
- ii) Transit insurance from F.O.B. Sea Port upto final destination (GSL Goa, India) shall be arranged by GSL and Insurance charge @ **0.046%** of the CFR value will be loaded to arrive at CIF (Cost, Insurance & Freight) value.
- iii) Port clearance & Forwarding charges: Port clearance & Forwarding charges @ 0.46% of PO Value shall be added to firm(s) quote(s).
- iv) **Inland Freight Charges:** The inland Freight charges from Nhava Sheva / Mumbai to GSL will be added to firm's quote based on the size, volume, weight and no. of packages as per GSL rate contract existing at the time of finalization.
- v) **LC Opening & Retirement charges:** LC opening & Retirement charges @ 0.06 % of PO Value per quarter will be loaded to firm's quote.
- vi) **Interest charges:** Interest charges @ MCLR of SBI plus 2% on 100% PO value for 2 months will be added to firm's quote towards 100% payment through LC.

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

Signature.....
Name.....
Designation.....
Seal.....

Performance Bank Guarantee Format For Warranty Obligations

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

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

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for **10 % of the of the contract price (Inclusive of GST** as provided in the said contract) towards performance of warranty obligations as stipulated in the said contract. This guarantee shall be valid till expiry of the warranty period plus 3 months claim period i.e. till _____ (*till 1 Years+ 3 Months from Date of commissioning of Equipment*)

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

NOW THIS DEED WITNESSES AS FOLLOWS:

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

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

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

4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force upon its issuance and shall remain in full force and effect till warranty obligations under the contract have been fulfilled as per warranty obligations under the contract.

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

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

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

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

9. This Guarantee shall be valid up to _____ (*insert expiry date of warranty period i.e 1 Years from Date of commissioning of Equipment*) unless a suit or action to enforce a claim under the guarantee is filed against us within 3 months (*refer claim period*) from expiry of the warranty period i.e. on or before _____ (*insert expiry date of the claim period*) and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

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

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

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

Dated the _____ day _____ of _____ 20....

For

BRANCH MANAGER

PERFORMANCE BANK GUARANTEE FOR FOREIGN FIRMS

Goa Shipyard Limited
Vasco da Gama
GOA – 403 802
India

_____, 20__

Dear Sirs,

Our Guarantee Reference: _____

In consideration of the Goa Shipyard Limited of Vasco da Gama, GOA 403 802, India (hereinafter referred to as the "Buyer" which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors) having issued to _____ (name of the supplier) with its Registered Office at _____ (address of the supplier) (hereafter referred to as the "Seller" which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors) an order bearing Purchase Order No. _____ dated _____ and the same having been accepted by the Seller resulting in a contract between the Buyer and the Seller for the supply of _____, more fully described in the said Purchase Order, and the Seller having agreed to provide a Performance Guarantee for the faithful performance of the said goods/ services supplied under the said Purchase Order for the sum equivalent to 10% (Ten percent) of the total value of the said Purchase Order to the buyer, immediately prior to delivery of the said goods/services.

We, _____ (name of the bank issuing the guaranty), having its head Office at _____ and whose address for service is _____ (hereafter referred to as the "Bank" which expression shall, unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors) do hereby guarantee and undertake to pay to the Buyer merely on receipt of Buyer's demand, accompanied by a statement that _____ (name of the seller) has failed to perform under the conditions of the contract, made in writing over original hand written signatures any or all monies payable by the Seller to the maximum aggregate amount of _____ (_____) as aforesaid at any time up to the _____ (ddmmyyy) inclusive without any demur, reservation, contest, recourse or protest and or without any reference to the Seller. After this date, the Bank's liability to you under this guarantee will cease and this guarantee will be of no further effect. Any such demand made by the Buyer on the Bank shall be conclusive and binding notwithstanding any difference between the Buyer and the Seller or any difference or dispute pending before any court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the Buyer.

Any claims must bear the confirmation of the Buyer's bankers that the signatures thereon are authentic.

The bank shall not be released or discharged of its obligations by any act or forbearance or other acts of omission or commission on the part of the Buyer or any other indulgence shown by the Buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

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

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to amount in figure _____ (amount in words _____) and it shall remain in force up to and including the ddmmyyy _____.

This guarantee is personal to you and is not assignable.

This guarantee shall be governed by _____ Law and shall be subject to the exclusive jurisdiction of the _____ courts.

Yours faithfully,

Countersigned

Authorised Signatory

Authorised Signatory

TAX INVOICE

[See Rule 46 of the Central Goods and Services Tax Rules, 2017]

Details of SupplierName
Address

GSTIN/Unique ID

ORIGINAL FOR RECIPIENT
DUPLICATE FOR TRANSPORTER
TRIPLICATE FOR SUPPLIERDate :
Inv serial No. :**Details of Recipient (Billed to)**Name
AddressState
State Code
GSTIN/Unique IDPlace of supply:
Name of State:**Details of Consignee (Shipped to)**Name
Address of deliveryState
State Code
GSTIN/Unique ID

| Sr. No. | Description of Goods / Services | HSN Code / SAC | Qty. | Unit | Rate (per item) | Total | Discount | Taxable Value | CGST | | SGST / UTGST | | IGST | | CESS | |
|---------|---|----------------|------|------|-----------------|-------|----------|---------------|------|-----|--------------|-----|------|-----|------|-----|
| | | | | | | | | | Rate | Amt | Rate | Amt | Rate | Amt | Rate | Amt |
| | | | | | | | | | | | | | | | | |
| | Freight | | | | | | | | | | | | | | | |
| | Insurance | | | | | | | | | | | | | | | |
| | Packing and Forwarding Charges | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | Total | | | | | | | | | | | | | | | |
| | Total Invoice Value (In figure) | | | | | | | | | | | | | | | |
| | Total Invoice Value (In Words) | | | | | | | | | | | | | | | |
| | Amount of Tax subject to Reverse Charges | | | | | | | | | | | | | | | |

E.&.O.E

Electronic Reference Number

Name of the Signatory
Designation / Status

Note:

Signature

Note:

- In case of Supply of service, the tax invoice shall be as follows: "ORIGINAL FOR RECIPIENT", "DUPLICATE FOR SUPPLIER"
- The tax invoice can be signed with digital signature also.
- In case of unregistered recipient where the value of the taxable supply is less than INR 50,000/-, name and address of the recipient and the address of delivery, along with the name of the State and its code shall be recorded in the invoice if he requests for the same.
- Where an invoice is required to be issued under section 31(3)(f) of the CGST Act, a registered person may issue a consolidated invoice at the end of a month for supplies covered under section 9(4), the aggregate value of such supplies exceeds rupees five thousand in a day from any or all the suppliers.
- The information in red colour indicates the changes as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017.
- The information in green colour indicates the words removed as per Notification No. 10/2017 - Central Tax dated 28th June, 2017 as compared to rules finalised by the GST Council on 18.05.2017.

GOA SHIPYARD LTD
Electronic Payment System Mandate Form

Date :

To,
General Manager (Finance),
Goa Shipyard Ltd.,
Vasco-Da-Gama,
Goa 403 802

Sub : Electronic Payment System Mandate Form. The details for processing the payment through RTGS as below:

| 1) Particulars of Vendor / Customer's | |
|--|---------------------|
| Name of the Supplier | |
| E-Mail ID | |
| PAN Number | |
| Name & mobile number of responsible person | |
| Address of the Vendor / Customer | |
| 2) Particulars of Order | |
| PO Number (For which mandate is submitted) | |
| Supplier Code | |
| Item/Service Description | |
| GSL Contact person Name & Mobile No | |
| 3) Particulars of Bank account | |
| Name of the Bank | |
| Address of the branch | |
| Branch IFSC Code No (11 Digit Code given by RBI) | |
| 9-Digit code number of the bank and branch appearing on the MICR cheque issued by Bank | |
| Type of the account with code S.B., Current or Cash Credit (10/11/13) | |
| Ledger and Ledger folio number | |
| Account number (as appearing on the cheque book) | |
| Type of EPS (Please indicate Type of EPS opted) | RTGS / CORE BANKING |
| RTGS Enabled Branch | YES / NO |
| Date of effect | |

Declaration

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

Date: _____
Name and signature of the Vendor / Customer

To be certified by the Bankers

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

Bank's Stamp

Date: _____
Bank: _____
Signature of the authorized official of the

(Invariably supplier to submit cancelled cheque along with Bank certificate to ensure the correctness of the A/C no, IFSC code and other details furnished above)

Tender ref. no. P20/FR-01/CAP-18

BANK GUARANTEE FOR SECURITY DEPOSIT

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

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

AND WHEREAS as per provisions of the said Contract, the Contractor is required to furnish to the Purchaser a Bank Guarantee for **5% of the of the contract price (Inclusive of GST)** as provided in the said contract, towards performance of the contract (excluding warranty obligations) as stipulated in the contract. This guarantee shall be valid till the completion of the contract (excluding warranty obligations) as per the said contract plus 60 Days claim period i.e. _____ (*Delivery Date + 60 Days*)

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

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the above premises, we, the Bank, do hereby undertake to pay on demand in writing and without any demur the sum of Rs. _____ (Rupees _____) to the Purchaser provided that the contractor has committed a breach of any of the terms of the said contract.
2. We, the Bank, further agree that the Purchaser shall be the sole judge to decide whether the Contractor has committed a breach of any of the terms and conditions of the said contract and that the decision of the Purchaser shall be final and binding on the Bank.
3. The Purchaser and the contractor will be at liberty to carry out any modifications in the said contract during the terms of the said contract and any extensions thereof, notice of such modifications to the Bank is hereby waived by the Bank.
4. This guarantee covering the payment of Rs. _____ (Rupees _____) shall come in to force on the date of its issuance and shall remain in full force and effect till the contract (excluding warranty obligations) has been fulfilled or till the purchaser certifies in writing that the contract (excluding warranty obligations) has been truly and faithfully performed.
5. We, the Bank, undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, the Bank, further agree that the liability and obligations of the Bank arising under or by virtue of this guarantee shall not be discharged by any variation of this guarantee or of the terms and conditions of the said contract or by any grant of time given or any indulgence shown by the Purchaser to the Contractor.

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

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

9. This Guarantee shall be valid up to _____ (*insert contract End date mentioned in the said contract*) i.e. Validity Period, unless a suit or action to enforce a claim under the guarantee is filed against us within 60 Days (*refer claim period*) from expiry of the Validity Period i.e. on or before _____ (*insert expiry date of claim period*) and thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liability hereunder.

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

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

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

Dated the _____ day _____ of _____ 20....

For

BRANCH MANAGER

PURCHASE ORDER ACCEPTANCE

From: _____

TO:
The Chairman & Managing Director,
Goa Shipyard Ltd.,
Vasco-da-Gama,
Goa-403 802.

Kind Attn:

Dear Sirs,

We M/S. _____

Confirm having received your Purchase Order No. _____

_____ dated _____ along with its enclosures.

We have pleasure in accepting your above order as per various terms and conditions stipulated therein.

Yours Faithfully,

For _____

Seal:

Name:

Date:

Designation:

Note: This copy after duly signed to be returned back to the addressee.

BANK SOLVENCY CERTIFICATE

.....BANK.

H.O.....

.....BRANCH.

Ref No.....

Date

To,
Goa Shipyard Ltd.
Vasco-da-Gama
GOA

Sub.: Capability/ Solvency Certificate in respect of M/s.....

This is to certify that in our opinion and to the best of our Knowledge and information available on

the records of Bank as On....., M/s.....a firm/

Private Ltd. Co. Carrying on business at with Shri.....

.....as a proprietor/ Partners/ Directors

is capable of undertaking contract works to the extent of Rs.....

(Rupees.....only)

This certificate is issued without any guarantee or responsibility or commitment on the part of the bank or any of its Officers/ Employees.

For.....

.....Branch.

MANAGER/ SENIOR MANAGER.

Tender ref. no. P20/FR-01/CAP-18

BANK GUARANTEE FORMAT FOR FURNISHING EMD

GOA SHIPYARD LIMITED
VASCO- DA-GAMA
GOA – 403802
INDIA.

Whereas _____

(hereinafter called the "Tenderer") has submitted their Offer No. _____

Dated _____ for the supply _____

(hereinafter called the tenderer)

Known all men by these presents that we, _____

Incorporated under the Banking Act (hereinafter referred to as 'the said BANK')

and having our Registered Office at _____

and branch at _____

are bound unto in the sum of Rs. _____ (Rupees _____

_____ only) to Goa Shipyard Limited

(hereinafter called the purchaser) for which payment will and truly to be made to the said

purchaser, the Bank binds itself, it successors and assigns by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of this tender.

2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity.

a) If the tenderer fails to furnish the Performance the Security for the due performance of the contract.

b) Fails or refuses to execute the contract.

We undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 90 days after the period of tender validity (180 days) and any demand in respect thereof should reach the Bank not later than

Notwithstanding anything contained herein:

Our liability under this Bank Guarantee shall not exceed Rs. _____/-

(Rupees _____ only)

This Bank Guarantee shall be valid up to _____

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or a demand on or before

(_____)
STAMP & SIGNATURE OF THE BANK

GOA SHIPYARD LIMITED

DECLARATION FOR BID SECURITY FOR MSEs REGISTERED

(To be filled and enclosed with part-I technical bid)

Tender ref. no. Tender ref. no. P20/FR-01/CAP-18

1. I / We have read and understood the scope of work and office memorandum no. F.9/4/2020-PPD dated 12.11.2020.

2. I/ We agree that if I/ We withdraws or modifies the bids during the period of validity etc, I/ We shall be suspended by GSL for the time as decided by GSL.

(To be submitted along with Part-I, Technical Bid)

.....
(Signature of the Tenderer)

Full Name & Address of the Company.
Mobile No. :
Seal of the Company.
Date:

On Firm's letter Head.

Sub: Confirmation for claiming exemption by MSE

This is in reference with your claim to avail **MSE benefit towards submission of UAM certificate** no. ----- Against subject tender against GSL **Tender ref. no. Tender ref. no. P20/FR-01/CAP-18**

We hereby provide following details: **Declaration.**

| Description of details | Bidders's confirmation |
|---|-------------------------------|
| Manufacturer / Service Provider | |
| Infrastructure details | |
| Equipment details / manufacturing facilities | |
| Total Expenditure on Plant and Machinery (in Rs.) | |
| Registration with NSIC or DIC or any other MSME authority (Kindly attach certificate) | |
| CA Certificate confirming financial data indicated in the UAM Shall be submitted within 3 days on receipt of request from GSL | |

We, hereby confirm that aforementioned data is correct and we will not withdraw bid till the finalization of the contract. We have understood that we will be liable for rejection in case of submission of false documents / mis-representation, withdrawal of bid before finalization of contract, failure to submit CA Certificate within stipulated time. Failure to produce relevant supporting documents, bid submitted will not be considered and action as deemed necessary will be initiated based on merit by GSL.

(Signature of the Tenderer)

Full Name & Address of the Company
Mobile No.
Seal of the firm if registered.

SELF DECLARATION BY BIDDER
(To be submitted on letterhead of Bidder)

(To be filled and enclosed with part-I technical bid, may fill in the relevant details and strike through the contents not applicable)

1. I/we refer Tender No. ----- dtd ----- and confirm to have read and understood the scope of supply and commercial terms and conditions of the tender.
2. I / We hereby provide following declaration:
 - a. I/We are the manufacturer or service provider and not a trader.
 - b. The percentage of local content for the subject procurement works to ____ and that the goods offered meet the minimum local content requirement for Class-I / Class-II local supplier.
 - c. Further, the details of the location(s) at which the local value addition is made are as given below:

 - d. I/We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent Authority, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
 - e. I/We are not bankrupt or under any liquidation proceedings with NCLT etc.,
 - f. I/We have not been banned or de-listed by any Government or quasi Government agencies or PSUs in India.
 - g. I/We, hereby confirm that we shall not withdraw the bid till the finalization of the contract.
 - h. All the documents/declarations/certificates/information submitted by us against the tender enquiry are genuine.
 - i. GSL may verify the authenticity of the documents/ certificate/ information submitted by us against the tender enquiry. In case, at any stage of tender till conclusion of the contract, if it is established that the documents/ declarations/ certificates/ information submitted by us is forged or false or in case of our failure to produce relevant supporting documents within stipulated time specified by GSL or withdrawal of bid by us before finalization of Contract/PO or if we go under liquidation/bankruptcy, we shall have to intimate the same to GSL immediately and we shall be liable to be debarred/our bid rejected/ EMD/SD forfeited, contract/PO cancelled/debarred from participating in future GSL tender enquiries.
 - j.

(Signature of the BIDDER)

Full Name & Address
Mobile No.
Seal of the firm.

ANNEXURE XIX (For Foreign Suppliers)

**ON LETTER HEAD OF THE COMPANY / BENEFICIARY
GIVING THIS DECLARATION**

Date:

Goa Shipyard Limited
(A Govt. of India Undertaking)
Vasco da Gama
GOA – 403 802, INDIA

Dear Sir,

Declaration of Status

We _____ confirm that;

1. We are a company incorporated in _____
2. We are a tax resident of _____ within the meaning of Article 4 of the Double Taxation Avoidance Agreement (DTAA) between India and _____ and the benefits of DTAA is available to us.
3. Our registered office is _____
4. We do not have any Permanent Establishment in India as defined in Article 5 of the DTAA
5. We are liable to tax in _____. Our Tax Registration number is _____ Our PAN No. is _____
6. _____ is the beneficial owner for the amount to be received from Goa Shipyard Limited for invoice / GSL Order No. _____ dated _____

Company Name :
Address :
Tel :
E-mail :
Beneficiary :
Bank name :
Bank address :
Bank Account No.:
SWIFT Code :
IBAN Code :

Yours faithfully,
For and on behalf of _____

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

Signature.....
Name.....
Designation.....
Seal.....

गोवा शिपयार्ड लिमिटेड
GOA SHIPYARD LIMITED
आयएसओ 9001-2008 कंपनी प्रमाणित
AN ISO 9001-2008 CERTIFIED COMPANY
(भारत सरकार का उपक्रम)
(A GOVT. OF INDIA UNDERTAKING)
रक्षा मंत्रालय
MINISTRY OF DEFENCE
वास्को-द-गामा, गोवा .
VASCO-DA-GAMA, GOA - 403 802, INDIA



दुरभाष / Tel. : (0832) 2512152-56, 2512359
फैक्स / Fax : (0091-832) 2514232, 2512148,
2513260
ई-मेल / E-mail : contactus@goashipyard.com
वेब / Website : www.goashipyard.com
GSL CORPORATE IDENTITY NUMBER (CIN)
U63032GA1967GOI000077
पंजीकृत कार्यालय और यार्ड : वास्को-द-गामा, गोवा-४०३८०२ .
Registered Office & Yard : Vasco-Da-Gama, Goa-403802, India
सभी उत्तर अध्यक्ष एवं प्रबंध निदेशक को संबोधित करना है |
All replies to be addressed to the Chairman & Managing Director

CRISIL CREDIT RATING

Long – Term “AAA”

Short – Term “A1+”

Ref No: GSL/03/IDT/GST

Registration Details under Goods and Services Tax (GST)

As you are aware that, India is migrating to GST regime, with likely implementation of Goods and Services Tax effective from 01.07.2017 replacing various existing Indirect Tax Laws.

2. Under GST regime, Supply of Goods and Services, Tax Payment, Input Tax Credit, Returns, Reports and Refund etc. will be administered and controlled online by GST Department through GSTN (GST Network). **GST Registration Number (GSTIN)** is very important for transactions under GST regime. It is important to mention correct GST Registration Number against all transactions for supply of Goods and Services. It will be mandatory for all registered dealers to adopt GST compliant invoice in the prescribed format.

3. GST Registration No. of GSL and details of person to be contacted in case of any query or information are given below for updating the master records of GSL Vendors and Suppliers. (Copy of communication about GST Registration No. enclosed)

| | | |
|-------------------------------|---|---|
| Name of the Organization | - | GOA SHIPYARD LIMITED |
| State | - | GOA |
| State Code | - | 30 |
| GST Migrated Registration No. | - | 30AAACG7569F1ZR |
| Contact Person Details | - | Sanoj Kumar Pandey (Manager-Finance) |
| Mobile /Tel No. | - | 9008839019/0832 2512152 |
| Email | - | sanojpandey@goashipyard.com |

4. For a smooth transition to the GST regime, you are requested to provide state wise GST Registration No. of your organization and details of person to be contacted in case of any query or information at the earliest in the attached format so as to update our records.

Note:

The 15 digit Provisional or Migrated GST Registration No. is the GST user ID shared by Commercial tax or Service tax or Central Excise authorities that begin with 2 digit number (comprising the state code) 10 digit of PAN and 3 check digits at the end. Please ensure that Vendors and Suppliers share the correct GST Registration number.

You are requested to provide your GST Registration number and contact details of the person responsible for GST to communicate in case of any query or information in the format prescribed as below as per Annexure XV duly signed & stamped in firm's letter head.

Thanking you,

Yours faithfully,
For Goa Shipyard Limited

Annexure XX

- 1. Name of the Organization: _____
- 2. State : _____
- 3. State Code : _____
- 4. GST Registration No : _____
- 5. Type of Entity
(Company/Firm/LLP/SEZ): _____
- 6. Name of Contact Person: _____
- 7. E-mail id : _____
- 8. Telephone No. : _____
- 9. Mobile No : _____

Please send a copy of the GST Registration certificate or email received from GST Department confirming migration from current registration to GST registration.

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

Signature.....
Name.....
Designation.....
Seal.....

CHECK LIST FOR ATTACHMENTS TO PRICE BID (AS PER Annexure II)

| Sr. no. | Document description | GST % | HSN | Quoted & Attached Yes / No | Remarks |
|----------------|---|--------------|------------|---|----------------|
| 1. | BOQ-1 (Supply, Installation, Testing & Commissioning of 100T Capacity Transporter -2nos. as per technical specifications) | | | | |
| 2. | BOQ-2 (AMC for 3 years post expiry of Warranty) | | | | |

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to procure Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. against GSL Tender No. **P20/FR-01/CAP-18** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Chief Vigilance Officer, GSL or appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise IN PROCURING THE Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.
- 3.3 Foreign BIDDERS shall disclose the name and address of agents and representatives in India and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER shall not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

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

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

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process. BIDDER shall disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____(to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of ____ or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article PERTAINING TO Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a

country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank Guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the BUYER and exclude from future business dealings.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause**

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

8. **Independent Monitors**

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

- i) Shri Paul Antony, IAS(Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara,
ALUVA-683 108, email: paulantony@gmail.com
- ii) Smt.Anita Pattanayak, IA&AS (Retd.)
No. 1523, Pocket B&C,
Sector A, Vasant Kunj,
Abdul Gaffar Khan Marg,
New Delhi-110057, email: pattanayakA@cag.gov.in

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Chairman & Managing Director (CMD) of the BUYER.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation/records of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. Monitor shall be provided by the BIDDER/BUYER, as and when warranted, access to all documents / records pertaining to the contract for which a complaint or issue is raised before the Monitor.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will examine all complaints received by them and submit a written recommendation/report to the CMD within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

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

BUYER

BIDDER

CHIEF EXECUTIVE OFFICER/
AUTHORISED

GOA SHIPYARD LIMITED

REPRESENTATIVE/ATTORNEY HOLDER

Signature-----

Name-----

Title -----

Witness

Witness

1. _____

1. _____

2. _____

2. _____

TO BE EXECUTED ON FIRM'S LETTER HEAD

PRE CONTRACT INTEGRITY PACT

General

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

WHEREAS the BUYER proposes to procure Supply, Installation, testing and commissioning of Transporter of 100T Capacity - 2 Nos. against GSL Tender No. **P20/FR-01/CAP-18** and the BIDDER/Seller is willing to offer/has offered the stores and WHEREAS the BIDDER is a private company/public company/Government undertaking/partnership/registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Public Sector undertaking (PSU) performing its functions on behalf of the President of India.

NOW, THEREFORE,

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

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

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

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

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the Chief Vigilance Officer, GSL or appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

Commitments of BIDDERS

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

- 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organisation or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise IN PROCURING THE Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Buyer for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Buyer.
- 3.3 Foreign BIDDERS shall disclose the name and address of agents and representatives in India and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator/authorized government sponsored export entity of the defence stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDER, either while presenting the bid or during pre-contract negotiation or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of the services agreed upon for such payments.

- 3.7 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. The BIDDER shall not enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contract etc.
- 3.8 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The bidder also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender

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

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

4. **Previous Transgression**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDERS exclusion from the tender process. BIDDER shall disclose any transgressions with any other company that may impinge on the anti corruption principle.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 5.1 While submitting commercial bid, the BIDDER shall deposit an amount _____(to be specified in RFP) as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
- (i) Bank Draft or a Pay Order in favour of GOA SHIPYARD LIMITED
 - (ii) A confirmed guarantee by an Indian Nationalised Bank, promising payment of the guaranteed sum to the BUYER on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the RFP).
- 5.2 The Earnest Money/Security Deposit shall be valid up to a period of ____ or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period, whichever is later.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article PERTAINING TO Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violations**

- 6.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-
- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason thereof.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (iv) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a

country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank Guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of **Goa Shipyard Limited** for a minimum period of five years, which may be further extended at the discretion of the BUYER and exclude from future business dealings.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

7. **Fall Clause**

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

8. **Independent Monitors**

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

- i) Shri Paul Antony, IAS(Retd.)
No. 70, GCDA Road, Periyar Gardens,
Thottakattukara,
ALUVA-683 108, email: paulantony@gmail.com
- ii) Smt.Anita Pattanayak, IA&AS (Retd.)
No. 1523, Pocket B&C,
Sector A, Vasant Kunj,
Abdul Gaffar Khan Marg,
New Delhi-110057, email: pattanayakA@cag.gov.in

- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Chairman & Managing Director (CMD) of the BUYER.
- 8.6 The BIDDER(s) accept that the Monitor has the right to access without restriction to all Project documentation/records of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor(s) with confidentiality. Monitor shall be provided by the BIDDER/BUYER, as and when warranted, access to all documents / records pertaining to the contract for which a complaint or issue is raised before the Monitor.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will examine all complaints received by them and submit a written recommendation/report to the CMD within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. **Facilitation of Investigation**

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

10. **Law and Place of Jurisdiction**

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

11. **Other Legal Actions**

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

12. **Validity**

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

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

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

BUYER

BIDDER

CHIEF EXECUTIVE OFFICER/
AUTHORISED

GOA SHIPYARD LIMITED

REPRESENTATIVE/ATTORNEY HOLDER

Signature-----

Name-----

Title -----

Witness

Witness

1. _____

1. _____

2. _____

2. _____

Annexure XXIV

TOTAL CHECKLIST FOR LIST OF DOCUMENTS TO BE SUBMITTED WITH TECHNO-COMMERCIAL BID

| Sr. no. | Document description | Document reference | Attached Yes / No | Remarks |
|---------|---|-------------------------------------|-------------------|---------|
| 1. | A complete Tender document, drawing, corrigendum and addendum, if any, issued by GSL duly endorsed (signed and stamped) at the bottom of each page by the Bidder. | NIT | | |
| 2. | Documents in line with Technical Pre-Qualification Criteria | Annexure A | | |
| 3. | Copy of Earnest Money Deposit (EMD) | - | | |
| 4. | Detailed Technical Offer in line with Technical Specification and Scope defined. | Annexure I | | |
| 5. | Technical deviation if any | - | | |
| 6. | Commercial bid in compliance with Commercial Terms & Conditions (CTC) (Indigenous & Imported) | Annexure III or Annexure IV | | |
| 7. | UNPRICED BOQ duly signed & stamped (Indicating whether quoted or not quoted against each line). | Annexure II | | |
| 8. | Commercial Deviations | Annexure V or Annexure VI | | |
| 9. | Acceptance to Commercial Terms & Conditions duly signed & stamped | Annexure V a or Annexure VI a | | |
| 10. | Compliance to Performance Bank Guarantee (PBG) (i.e. Indigenous & Imported) duly signed & stamped | Annexure IX or Annexure X | | |
| 11. | GST Invoice (For Indigenous Bidders) | Annexure XI | | |
| 12. | ECS Mandate duly signed & stamped | Annexure XII | | |
| 13. | Security Deposit Format | Annexure XIII | | |
| 14. | Purchase Order Acceptance | Annexure XIV | | |
| 15. | Loading Factor (Indigenous & Imported bidders) | Annexure VII or Annexure VIII | | |
| 16. | MSE declaration by Bidder (If applicable) | Annexure XVII | | |
| 17. | Self Declaration by Bidders | Annexure XVIII | | |
| 18. | 15CB Format duly signed & stamped | Annexure XIX | | |
| 19. | GST Details | Annexure XX | | |
| 20. | Check list for attachments to Price Bid | Annexure XXI | | |

| | | | | |
|-----|---|---------------------------------------|--|--|
| 21. | Pre-Contract Integrity Pact (Indigenous & Imported bidders) | Annexure XXII or Annexure XXIII | | |
| 22. | Total Checklist for the documents to Techno-Commercial Bid | Annexure XXIV | | |

Note: Bidder has to ensure that the above mentioned Annexures are attached as per the GSL requirement.

Date.....

Place.....

Signature.....

Name.....

Designation.....

Seal.....