**ANNEXURE III**

**Tender Ref No: G25/VHS/** **113812-13/1267- 68 dated 29.03.2023**

#### COMMERCIAL TERMS & CONDITIONS (CTC) FOR SUPPLY OF ELECTRO HYDRAULIC WATERTIGHT SLIDING DOOR FOR PCV PROJECT YARD NOS. 1267-68

1. **PRE-QUALIFICATION CRITERIA (PQC):** Average Annual Financial turnover during the last 3 years, ended 31st March 2022, should be at least **Rs.10.5 Lakhs**
2. 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.
3. **PRICES:**
4. 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 two ships GSL Yard Nos. 1267-68
5. Bidder shall submit **un-priced** Bid along with Techno commercial Bid.
6. 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.
7. HSN Code to be indicated.
8. All Quoted Price should be in INR ONLY
9. Exchange Rate Variation (ERV) is not applicable in this case.
10. Price variation clause (PVC) is not applicable in this case.
11. Price escalation clause is not applicable in this case.
12. 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.
13. This tender is non-divisible tender
14. **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)**

1. 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 & Va.**
2. 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 **H-TA-161110-25 Rev A dtd 01.09.2021**) 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.
3. Bidder shall submit **un-priced Bid (Without price)** comprising of Annexure II (PRICE BID FORMAT1 & PRICE BID FORMAT2), Annexure VII (OBS) and Annexure VIII (B&D Spares) along with Techno-commercial Bid.

* **PART II: Price Bid:**

Price Bid comprising of Annexure II (PRICE BID FORMAT1 & PRICE BID FORMAT2) in excel format & Annexure VII (OBS) and Annexure VIII (B&D Spares) shall be submitted in the PDF format with price breakup.

1. **SCOPE OF SUPPLY:**

The scope of supply shall be as per enclosed Technical specification **H-TA-161110-25 Rev A dtd 01.09.2021**. The Bid shall be inclusive of complete scope as detailed in Technical Advice and consisting of following:-

* + Main Equipment,
  + Components & Accessories,
  + Installation Material,
  + On Board Spares (OBS),
  + Base & Depot Spares (B&D),
  + Class Inspection as per TA,
  + Tools & Test equipments if any,
  + Commissioning Spares if any,
  + Drawings & documents (both in soft & prints),
  + Technical assistance for installation, STW, HATS, SATs and commissioning
  + Preservation, de-preservation & re-preservation, as and when required till commissioning of the equipment
  + Guarantee/ Warranty
  + Training to Ship staff & GSL personnel at OEM’s works and onboard ship etc. as applicable
  + Packing, forwarding, Insurance, freight for delivery charges up to GSL, Goa.

The complete supply of Electro Hydraulic Watertight Sliding Door is for two ship sets of GSL Yard Nos. 1267 & 1268. All the details to be furnished in your Bid as indicated above & GSL TA no: **H-TA-161110-25 Rev A dtd 01.09.2021.**

**Note**: The procurement of Electro Hydraulic Watertight Sliding Door is non divisible procurement.

1. **PRICE BREAK-UP:**

Price breakup along with PRICE BID FORMAT (Annexure II) for following shall be provided as per GSL prescribed format in .PDF format.

**(a)** **On Board Spares:**

Firm shall furnish item wise unit price for complete list of **OBS in the GSL prescribed format** attached at **Annexure VII.**

**(b) Base & Depot Spares**:

Firm shall furnish Manufacturer’s Recommended List of Base & Depot spares for 5 years maintenance of equipment indicating unit price in the **GSL prescribed format attached at Annexure VIII** for which a separate purchase order will be released after Ranging & Scaling and Price Negotiation as detailed at para 21.i of the NIT. Requirement of B&D spares is one set for two ship sets.

**Note: I) Base & Depot Spares cost will not be considered with main equipment / item to arrive at L-1 (Lowest Bidder).**

1. **TAXES, DUTIES:**
2. **GST (GOODS AND SERVICE TAX):**
3. **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.

**Note: Concessional Rate of GST applicable for shipbuilding inputs (Applicable for Goods):**

a) As per sr.no. 252 of Schedule I annexed to Notification no.01/2017- Integrated Tax (Rate) /Central Tax (Rate) dt.28.06.2017 issued by MoF, Shipbuilding Inputs are charged at 5% GST for “Parts of goods of heading 8901, 8902, 8904, 8905, 8906, 8907” under “Any chapter”. Thus, the rate of GST shall be 5% for item/s to be supplied falling under any chapter that will become part of ship/ vessels under heading 8901, 8902, 8904, 8905, 8906, 8907 irrespective of whether it is a mixed supply or composite supply.

b) On availing concessional rate of GST @ 5%, the vendor to indicate in the tax invoice the respective HSN Code of each item/s to be supplied as per CTH with a clarification note below the item description as

*(Parts of Ship Yard No: 1267 & 1268 : GST applicable under Sl. No. 252 of Schedule-I of Notification No.1/2017-Integrated Tax (Rate) / Central Tax (Rate) dated 28th June, 2017) for charging 5% GST as parts of ship).*

**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.**

1. **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.

1. **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.

1. **EARNEST MONEY DEPOSIT (EMD):** EMD of Rs.40,000/- (Forty Thousand Hundred Only) 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-XXIII** 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 Rs. 40,000/-. The exchange rate as on tender publish date to be considered.
2. 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. 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.
3. 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.
4. 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**:

1. 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.
2. 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,
3. EMD of successful tenderer may also be forfeited, if tenderer fails to accept /sign the contract or fails to execute the contract.
4. In case, if, the Tenderer fails to execute the contract/order, after his tender has been accepted and contract/ order has been awarded.
5. In case, if, the tenderer withdraws his tender after issuance of a “Letter of Award” or fails to accept the contract / order.
6. The successful bidder fails to furnish the Security Deposit.
7. **SECURITY DEPOSIT (SD):**The successful bidder shall submit SD of 3% 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-XXIV** 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 PLR +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.

1. **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.
2. **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.

1. **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.

1. **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.**

1. **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 GoI for the purpose) as defined below:

1. 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.
2. “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.
3. “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.

1. The beneficial owner for the purpose of (iii) above will be as under:
2. 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.

1. 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.
2. 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.
3. 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.
4. 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.
5. 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**.

1. **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.

1. **PACKING & FORWARDING:**

The items should be suitably packed for safe transportation and handling and storage for 12 months giving full protection required under normal transport conditions to prevent from damages and deterioration till it reaches 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.

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# 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.............................................

1. Each packing in addition to aligning position { ↑ } shall be provided with identification tallies.
2. 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.
3. 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.
4. 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.
5. 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.

1. Please note following for preparation of e-way bill / Invoices :
2. The e-way bill would be addressed to Officer-in-Charge of Stores, Goa Shipyard Limited, Vasco-da-Gama, Goa – 403 802, India.
3. 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.
4. The description and POS No of item in the challan would exactly be as per that in the Purchase Order.
5. Every e-way bill / communication shall invariably contain the relevant Yard No. and Purchase Order reference.
6. 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. and Yard No. against which the free supply is made should be indicated.
7. **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.

1. **INSURANCE:**

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

1. **PLACE OF SUPPLY :**

The goods shall be delivered / supplied at GSL, Warehouse –I (Hull Stores), Vaddem, Vasco-da-Gama, Goa

1. **IMPORT LICENSE:**

The Indian Bidder shallobtain 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.

1. **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.

1. **INSPECTION:**

Equipment shall be supplied duly inspected and approved by ABS and IRS. 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 4 weeks from the date of issuance of LOA.

The following certificates duly signed by ABS & IRS for individual doors should accompany the supply:-

1. Inspection Certificate.
2. Manufacturer' s material certificate
3. Test certificate.
4. Weight certificate along with position of Center of gravity.

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.

Receipt Inspection will be carried out at GSL by CGRPS (G) & GSL (QA&R) reps. 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 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.

1. **DELIVERY: FOR GSL, Goa**

**Yard No. 1267:** Main Equipment & OBS: 6 months from PO

**Yard No. 1268:** Main Equipment & OBS: 8 months from PO

**Important Notes:**

1. Yard wise individual Purchase Orders will be placed.
2. Advance delivery for any of the yard is permitted only with written approval from GSL.
3. Firm to provide detailed Bill of Material (BoM) / Deliverables 3 months prior to scheduled delivery in soft excel format as the case may be.
4. **PAYMENT**
5. **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.

1. Signed Commercial Invoice. ---- 1+4 Copies
2. Packing list/ Delivery Challan ---- 1+4 Copies
3. E-way bill (part A and B) ---- 1+4 Copies
4. Inspection Certificates (**as per clause XX**) ---- 1+4 Copies
5. Guarantee/ Warrantee Certificate ---- 1+4 Copies
6. PBG Equivalent to3% of order value **(including GST value)** from Scheduled Commercial Bank other than co-operative bank,valid till the expiry of the Guarantee period plus 3 month claim period as per GSL format (at **Annexure IX**) in Original**. ---**1 Copy

**Notes:**

1. 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.
2. All bills / invoices are to be addressed to HOD (Commercial), Goa Shipyard Ltd. Vasco-da-Gama, Goa.
3. 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)
4. All suppliers’ bank charges shall be borne by the supplier.
5. Part supply part payment in maximum 3 lots is acceptable. Bills to be limited to 3 nos. only.
6. **FOR SERVICE ENGINEER CHARGES:**

100% payment with Service Taxes will be paid within 30 days after receipt of Work done certificate issued by Production Department.

The following documents shall be submitted:-

1. Invoice
2. Work completion certificate issued by GSL production dept.
3. Service Engineer report
4. ESI/ PF paid challans / Form.

**Notes:**

1. All suppliers’ bank charges shall be borne by the supplier.
2. All bills/ invoices are to be addressed to HOD (Commercial), Goa Shipyard Ltd., Vasco-Da-Gama, Goa.

1. **LIQUIDATED DAMAGES (LD):**

**FOR MATERIAL:** 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 05% of order value will be deducted by GSL from the amount payable to the supplier.

**LD ON BINDING DRAWINGS:**(If applicable as per TA/ TNC) of 0.25% of order value per week, subject to a maximum of 1% of order value would be applicable for delay in submission of binding drgs. as detailed in TA, beyond 06 weeks from the date of order. LD will be applicable only for the first vessel of the series and not applicable for the balance ships.

**LD ON INSTALLATION :**

Work completion period indicated above is essence and in case of delay in completion of installation and commissioning of the systems on board, beyond 4 weeks from the contractual date, penalty @ 0.5% of order value for Installation per week of delay, from the contractual date, subject to a maximum of 5% of the order value for Installation of each ship set for installation assistance, will be payable by firm to GSL.

1. **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.

1. **GUARANTEE/ WARRANTY:**

Principle OEM/ Supplier shall undertake guarantee for the satisfactory performance of the equipment for a period of 36 months from the date of receipt of the equipment or 12 months from the date of delivery of ship on which item is fitted, whichever is earlier. 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.

1. **TRIALS & COMMISSIONING ASSISTANCE: (Not applicable):**
2. Service Engineer assistance for installation, Setting to Work (STW), Harbour Acceptance Trial (HATs), Sea Acceptance trials (SATs) & commissioning of equipment as per TA **H-TA-161110-25 Rev A dtd 01.09.2021** to be indicated separately as per Sr. no.4 of PRICE BID FORMAT1.
3. Further, beyond stipulated working days, minimum Service engineer charges (lump sum)/ day basis inclusive of to & fro travel boarding & Lodging, local conveyance etc. also to be indicated at Sr. no. 8 of PRICE BID FORMAT2, valid till expiry of guarantee period of the equipment, so that if the actual requirement of man days exceeds those indicated by GSL, services could still be provided at this rate till the expiry of the guarantee period of the equipment.
4. 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.
5. In case of service engineer from India and Abroad, Firm should depute suitable personnel for the above jobs within maximum 3 days of intimation from GSL if the service engineer is positioned at Goa or within maximum 7 days in case, outside Goa or within maximum 2 weeks if from abroad. Firm should inform GSL in advance the names of person/s who would be attending along with copy of passport and visa details by email to the dealing purchase officer, so that gate pass can be arranged in time. In case of local Indian service engineers, firm should furnish their PF (Provident Fund) and ESI (Employees State Insurance) salary numbers, and proof of contribution made against them. If they are out of the ambit of ESI, a copy of their salary certificate to be furnished. This is applicable even when they attend to defect rectification either in GSL or outside GSL.

**Note:** Incase of any additional man days / trips consumed extra for any of the ships will be calculated and adjusted accordingly after commissioning of 2nd ship (inter alia usage of man days is allowed). After commissioning of the 2nd ship, any additional man days / trips spent or left over man days / trips shall be paid by GSL / refunded by the seller at the cost (per man-day and per trip) as quoted &

Finalized.

1. **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.

1. **ARBITRATION:**

a) In case of any dispute between the parties herein, the said dispute 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) In the event dispute remains unresolved through mediation, the dispute shall be referred to arbitration without any further recourse to amicable settlement between the parties.

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

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

e) 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.

f) The seat and venue of the arbitration proceedings shall be in Vasco-da-gama, Goa or such other place, as the arbitrator may decide.

1. **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 in the GSL prescribed format as per the **Annexure XIII** so that the delivery of the equipment is ensured.

Firm should indicate imported components & Indigenous portion of supply. Order placement on imported & domestic vendor to be indicated in the progress report. Contact person for monitoring, follow-up etc. to be indicated.

1. **DOCUMENTS:**

Firm shall provide requisite documents & drawings and manuals etc as applicable (both in soft & prints), for the equipment as per TA No. **H-TA-161110-25 Rev A dtd 01.09.2021**. CPL & PIL (in soft & print form) to be forwarded along with the equipment

1. **PRESERVATION & RE-PRESERVATION:**

The item should be supplied duly preserved suitable for 24 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.

1. **DEVIATIONS & NON CONFORMITY:**

The sizes of the equipment are required to be exactly as per Bidder’s binding drawing, to be submitted and approved by GSL & Indian Coast Guard (if applicable). In case it is not so and consequently resulted in rework to the seating prepared already as per their drawing, cost of the rework would be charged to Bidder’s account. Firms are therefore requested to ensure that the actual sizes of the equipment match with your binding drawing. The scope of supply shall strictly confirm to Technical advice no. H-TA-161110-25 Rev A dtd 01.09.2021. No deviation & non-conformity will be accepted unless such deviation & modification has the prior approval of GSL & Indian Coast Guard.

1. **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.

1. **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.

1. **PRODUCT SERVICE TO INDIAN COAST GUARD:**

The firm has to confirm that they can provide product support in terms of

Maintenance, material and spares for a minimum period of 25 years.

Towards this, the firm has to give a contractual commitments that they will provide

product support for 25 years from the date of delivery of the vessel at all Indian port.

Even after the said mandatory period, the firm would be bound to give atleast 2

years notice to ICG prior to closure of said production line, to assess the requirement

of life time buy of all spares before closure of the said production line.

All upgrades and modifications carried out on the equipment during its life cycle

must be intimated to the Indian Coast Guard upto 3 years from the date of delivery of

the last vessel.

Necessary training to be imparted to Indian Coast Guard personnel on operation &

Maintenance of electro hydraulic sliding door.

1. **SECRECY:**

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

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **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.

1. **APPICABILITY 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.

1. **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”.

1. **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.

1. **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

1. **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.
2. **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.
3. **COMPLIANCE OF PROVISIONS OF ANTI-PROFITEERING RULE UNDER GST ACT 2017 :**

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

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

1. **VALIDITY:**

The prices for the item shall be valid for **180 days** for Main Equipment and OBS and 18 months for B&D spares from the date of technical Bid. Extension of validity in above cases will be sought as required.

1. **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……………………. Signature………………………….

Place…………………… Name……………………………...

Designation……………………….

Seal………………………………...

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*