



**Garden Reach Shipbuilders & Engineers Limited**  
**गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड**  
**(A Govt. of India Undertaking Under Ministry of Defence)**  
**(भारत सरकार का उपक्रम रक्षा मंत्रालय)**

43/46 गार्डेन रीच रोड,  
कोलकाता - 700 024

43/46 Garden Reach Road  
Kolkata – 700 024

CIN NO.L35111WB1934GOI007891

**COMMERCIAL TERMS AND CONDITIONS (CTAC)**

**Tender No.: CECP/ST/AS/LOGISTICS DESI2023/ET-1997**

**1. Scope of Work:**

- a. Freight Forwarding /Transportation/ Shipment by Airfreight/Sea Freight of exhibit items/models of following participating organisations as under to in DSEI-2023 to be held 12<sup>th</sup> Sep2023 to 15<sup>th</sup> Sep2023 at DSEI,UK and return back to respective locations of the organisations (DPSUs) after completion of exhibition.
- Garden Reach Ship Builders & Engineers LTD
  - Munitions India Limited
  - Bharat Dynamics Limited
  - Yantra India Limited
  - Bharat Earth Movers Limited
  - Advanced Weapons and Equipment India Limited
- b. The details of scope of works list of materials hare with enclosed at Enclosure-I , Enclosure II, Enclosure III, Enclosure IV, Enclosure V, Enclosure VI.  
All materials are to be collected from the concerned DPSU premises /location and to be delivered to UK. Bidder is advised to collect the name and contact details of at least two officers of each concerned DPSUs for smooth transit /completion of the stated Job from GRSE. Bidder will also assist all DPSU to place the delivered items at the concerned stall of India Pavilion and necessary manpower are to be deputed without any additional financial implication to GRSE or to any DPSUs basis.
- c. It is presumed that the bidder clearly understand that bidders responsibility is to collect all the materials from the concerned DPSU (listed in Para 1 above) premises and same shall be handed over to the concerned DPSU rep. within the premises of India Pavilion and all the returnable materials of the concerned DPSU shall be returned to the concerned DPSU in good condition.
- d. Any / all liaisoning with the Event organiser to ensure successful completion of the scope of Job indicated are to be complied by the bidder. All documents compliance including ATA cornet and proper HSN code indication are to be cross-checked and verified by the bidder.
- e. NO ESCALATION IS ALLOWED AT ANY STAGE.



- f. Special Storage Conditions if required for any item , same is to be catered by the bidder , without any additional cost implication to GRSE basis.
- g. In case order is placed against the rate quoted by the bidder and the bidder claims afterwards that the rate is tentative / lumpsum and requires revision , same may not be accepted by GRSE and bidder is requested to refrain from such practise.

## 2. **Mobilization:**

Bidder (contractor) shall complete the mobilization immediately after the placement of Order to start the transport of items/models from various locations of the four participating organisations as indicated at Sr.No.1, so as to arrive all items as per the timeline stipulated by the Event organiser i.e clarion events ,Pvt Ltd. However any delay beyond 09th Sep 23 at event place of DSEI,UK shall be considered as delayed delivery.

## 3. **Terms of Price/Delivery Terms:**

- a) Quoted Price shall be firm and fixed till full execution of order and NO ESCALATION AT ANY STAGE IS ACCEPTABLE TO US.
- b) Price quoted should be inclusive of all charges & TAXES(if any), Duties (if any)
- c) No price escalation is allowed at any stage. Quoted price must be inclusive of all charges like 'incidental charge'.
- d) The whole cost of complying with all provisions of this tender shall be included in the item provided in the priced "Price Bid or Item Rate BOQ". All cost required for completing the scope of work as per NIT shall be deemed to be distributed reasonably amongst the rate and price entered for related items in the price bid.
- e) All insurance cost (including any applicable TRANSIT insurance) are to be borne by the bidder.

## 4. **Contractual Completion Date (CCD):**

Successful bidder (contractor) shall complete the mobilization immediately after the placement of Order to start the transport of items/models from various locations of the four participating organisations as indicated at Sr.No.1, so as to arrive all items by 9th Sep 23 at destination. All materials including the materials "returnable in nature" are to be delivered to the destination and if its returnable then to the same DPSU's without damage after completion of the event. Damage, if any, all cost shall be borne by the bidder to make good of the defect. During receipt of the item from the concern DPSU by the bidder if any item is found as damaged , same is to be immediately highlighted to the concerned DPSU , keeping GRSE informed. However in case any materials found as damaged afterwards , same shall be make good by the bidder to the satisfaction of the concerned DPSU , without any additional financial implication to GRSE or any other DPSU.



5. **Payment Terms:**

a) 100% payment (in INR only) will be made on successful execution of the work including removal of all items/leftovers on closure of the exhibition and obtaining clearance from the show Organizers/authorities etc. **NO PAYMENT in other currency is acceptable.**

b) Payment will be made through NEFT/RTGS in INR between 15 to 20 days on submission of following

i) ink signed Tax Invoice in triplicate to Invoice Receipt Section along with work completion certificate (SAP Service Entry Sheet copy), log sheets etc duly signed by SM(CP&CC) or DGM(CP&CC) of Corporate Planning department of GRSE.

ii) No dues clearance certificate from the Show Organizers (CLARION EVENTS).

c) No advance will be paid in any manner against the Contract.

d) No additional Payment will be made for attending the defect.

e) In case of delay, duration of delay shall be indicated to effect recovery from the invoice amount/dues payable.

f) Compliance confirmation of ATA carnet.

g) All materials including the materials “returnable in nature” are to be delivered to the destination and if its returnable in nature then the same to be returned to the concerned DPSU’s without damage after completion of the event. Damage, if any, all cost shall be borne by the bidder to make good of the defect.

h) PAN CARD OF THE FIRM is required to be submitted.

6. **Site Visit for Quoting:**

Prior to submission of your quotation, bidder is requested to visit site (if required) and the place of collection of cargo and contact GRSE for clarification (if any) in the scope of work and submit duly filled Vendor declaration as along with the offer.

7. **Taxes & Duties:**

Bidders is requested to indicate GST percentage. GST shall be paid at actual based tax invoice. All taxes and duties in India (except GST) and outside India shall be borne by bidder.

8. **Validity of Offer:**

The offer shall be valid for 60 days from final tender closing date for acceptance.

9. **Bank Charges:**

All applicable Bank Charges shall be borne by vendor.



## 10. **Liquidated Damages:**

Time is essence of the contract therefore the job, as ordered, should be completed as per schedule. In cases of delay not attributable to GRSE beyond the agreed schedule, the Contractor shall pay liquidated damages, a sum representing 0.5% (Half per cent) per day or part thereof, subject to maximum of 5%. If the contractor fails to complete the work as per the schedule in the Scope of work, contractor will not be eligible for any claim towards the expenses by them.

## 11. **Inspection:**

The India Pavilion stall completed in all respects is to be handed over on stipulated date for our inspection and corrections/changes if any required shall be rectified by the contractor without any additional cost to GRSE

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

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

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

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

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

vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an



application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700024.

### 13. **Force Majeure Clause:**

Standard Force Majeure Clause as per format approved by the Ministry of Law (GIVEN BELOW) and STACS will be applicable. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition. Power failure will not be treated as a force majeure condition.

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

Should any force majeure circumstances arise, each of the contracting party shall be excused for the non fulfilment or for the delayed fulfilment of any of its contractual obligations, if the affected party within 15 days of its occurrence informs the other party in writing.

Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoils, strikes (as not limited to be establishment of the seller), sabotage, explosions, quarantine restrictions beyond the control of either party.

It is understood and agreed between the parties hereto that the rights and obligations of the parties shall be deemed to be in suspension during the continuance of the force majeure event as aforesaid and the said rights and obligations shall automatically revive upon the cessation of the intervening force majeure event. The period within which the rights and obligations of the parties shall be in suspension due to force majeure event shall not be considered as a delay with respect to the period of delivery and / or acceptance of delivery under the contract or otherwise to the detriment of either party.

Notwithstanding the provisions of the immediately foregoing clauses it is further understood and agreed between the parties hereto that in the event of any force majeure persisting for an uninterrupted period exceeding 6 (six) months, either party hereto reserves the right to terminate this contract upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in this agreement for the goods received.



14. **Risk Purchase/ Cancellation of Order:**

If the service stipulated /Job /Scope of Work specified or any portion thereof be not delivered / performed within the scheduled delivery date / period, any stoppage or discontinuation of ordered supply / awarded contract without written consent by Purchaser or not meeting the required quality standards the Purchaser shall be at liberty, without prejudice to the right of the Purchaser to recover Liquidated Damages / penalty as provided for in these conditions or to any other remedy for breach of contract, to terminate the contract either wholly or to the extent of such default. Amounts advanced or part thereof corresponding to the undelivered supply shall be recoverable from the supplier at the prevailing bank rate of interest.

**The Purchaser shall also be at liberty to purchase, manufacture or supply of the same or similar description to make good such default and/or in the event of the contract being terminated, the balance of the articles/Job /scope of work of the remaining to be delivered there under. Any excess over the purchase price, cost of manufacture or value of any articles supplied from the stock, as the case may be, over the contract price shall be recoverable from the Bidder / Supplier / Contractor.**

15. **Excess Payment clause**

No Certificates of the Engineer of GRSE or his Representative shall protect the Principal Contractor/Contractor against or prevent the GRSE (Owner) from obtaining repayment, if any, from the Contractor, in case the Engineer of GRSE or his Representative over-certify for payment or over-pay the Contractor on any account.

16. **Interest Clause**

No claim for interest shall be admissible to the Principal Contractor/Contractor at any stage and in respect of any money or balance or Bank Guarantee, which may be due to the Contractor from the Owner, owing to any dispute or otherwise.

17. **Governing Jurisdiction and Compliance with Laws:**

All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any court other than that situated in Kolkata City, West Bengal State, India i.e. courts in Kolkata shall alone have jurisdiction to decide upon any dispute arising out of or in respect of the contract.

18. **Duty to Minimize Delay:**

- (a) Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.
- (b) A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.





## 19. **Severability**

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 20. **Franking Clause:**

The following Franking clause will form part of contract placed on successful Bidder/Bidders-

- (a) Franking clause in case of Acceptance of Goods “The fact that the goods have been inspected after delivery period and passed by the Inspecting Officer will not have effect of keeping the contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the contract.”
- (b) Franking clause in case of Rejection of Goods “The fact that the goods have been inspected after delivery period and rejected by the Inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the contract.”

## 21. **Fall Clause:**

The Bidder undertakes that it has not supplied/is not supplying similar products/ 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 of elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the Bidder to the Principal/Buyer, if the contract has already been concluded.

## 22. **Insolvency:**

If the Seller enters into liquidation, whether compulsory or voluntary (otherwise than or amalgamation or reconstruction with another party taking over all his rights as well as commitments) or becomes insolvent or Suffers a receiver of the whole or part of this asset to be appointed,

- (a) shall forthwith notify the same to Buyer and the Buyer shall have the right without prejudice to his other rights or remedies to terminate the unexecuted part of this Contract.
- (b) In such an event, the Buyer shall become entitled forthwith to get the refund within 30 days of all the advance payments received by the Seller and expenditure incurred as a part of its obligations under this contract.

## 23. **Recovery Adjustment Provision**

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



## 24. **Waiver**

- (a) Subject to Sub-Clause below, no relaxation, forbearance, delay or indulgence by either party (Buyer or Seller) in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorised representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

## 25. **Clarification:**

26. All bidders are requested to get their technical queries, if any, clarified in advance (1 days in advance to tender closing date) before bidding to avoid last minute delay.
27. The equipment / products / items to be supplied shall be strictly in accordance with the Drawings / Specifications / Requirements indicated in the Tender / Inquiry / Order with deviations, if any, as mutually accepted.
28. The Sub-contractor / Supplier / Vendor shall not either wholly or partly sell, transfer, assign or otherwise dispose of the rights, liabilities and obligations under the contract between him and the Purchaser without prior consent of the Purchaser in writing.
29. The Sub-contractor / Supplier / Vendor shall hold harmless and keep the Purchaser (GRSE) indemnified against all claims arising as a result of infringement of any patent / copy rights on account of manufacture, sale or use of articles covered by the order. A clear & quite possession of goods should take place with the passing of the title on execution of order.
30. All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The Technical information, Drawings, Specification and other related Documents forming part of this Enquiry / Order are the property of the Purchaser and shall not be used for any other purpose except for the execution of order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed to a third party, not misused, used in any other form whatsoever without Purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering, the tenderer has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to GRSE in this respect.





31. The Sub-contractor / Supplier / Vendor shall comply all legal clause / guidelines in India and UK including any compliance (viz. PF laws ,Police Verification etc. ) towards successful execution of this contract.
32. **Termination** : GRSE reserves the right to terminate without assigning any reason whatsoever to the bidder.
33. **Packing clause** :
- (a) The materials must be adequately packed in all respects for secured transport by Sea/Postal/Air dispatch, suitably protected against the effects of a tropical saltladen, atmosphere, in the event of delay at Port, before clearing.
- (b) Each class of material, and particularly electrical equipment should be packed separately and gross weight of individual cases kept within permissible limit. If more than one case is included in shipment, cases should be numbered 01 and up & the corresponding number should be shown on the packing list, listing contents therein. All materials should be properly protected particularly the possibility of rusting, corrosion or breakage.
- (c) Every case / package must contain a packing note indicating particulars of the contents.
- (d) All timber used in the packing of the materials is to be free from bark, insects and fungi

**In case of any statutory documents required to be provided due to change in Statutory rules / regulations in India , the same is required to be provided by the firm ,even if the same is not mentioned in the P.O /Contract.**

**34. Indemnification:**

The Sub-contractor/Supplier/Vendor, his employees, licencees, agents or Sub-Vendor / Sub-contractor, while on site of the Purchaser for the purpose of this contract, shall indemnify the Purchaser against direct damage and / or injury to the property and/ or the person of the Purchaser or that of Purchaser's employees, agents, Sub-Contractors / Suppliers occurring and to the extent caused by the negligence of the Sub-contractor / Supplier / Vendor, his employees, licencees, agents or Sub-contractor by making good such damages to the property, or compensating personal injury and the total liability for such damages or injury shall be as mutually discussed and agreed to.



**N.B :**

- Regarding Name and Contact details / any further update related to Independent external monitor, you are requested to visit GRSE website/ E-PROCUREMENT Portal please.
- Three tier contact details is to be given by the firm
- All other terms and conditions shall be as per GRSE STACs

<b>Name of the DPSU</b>	<b>Contact person details</b>
GRSE Ltd.	ARNAB SAHA, SM (BD&M) , Mob No : 7605007235
BDL Ltd.	Gp Capt Baby Mathews(Retd) Dy General Manager(Business Development) Bharat Dynamics Ltd Corporate Office . Plot No. 38-39 TSFC Building (Near ICICI Towers) Financial District Hyderabad 500032 Ph. 04023456148/9441073672
BEML	Mr. Himanshu Prasad BEML Limited PH:+91-80-22963206
Advanced Weapons And Equipment India Limited,	Mr. Pankaj Kumar Dubey, Deputy General Manager Ph No.:- 0512-2245892 Mob No. 9433046670 Corporate HQ: Ordnance Factory Kanpur, Kalpi Road, Kanpur-208009, Uttar Pradesh, INDIA
Munitions India Limited,	Mr. Venkanna Itharaju Jr. Works Manager Munitions India Limited Tel: 020-67080440 Nyati Unitree, Nagar Road, Yerwada, Pune 411006 0091 9890091886
YANTRA INDIA LIMITED	Mr. Pranil Bhagat Dy. General Manager Mob: +91 9922778474

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