



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(भारत सरकार का प्रतिष्ठान) (A GOVT. OF INDIA UNDERTAKING)
61, गार्डन रीच रोड, 61, Garden Reach Road,
कोलकाता-700 024 Kolkata 700-024
सी.आई.एन (CIN): L35111WB1934GOI007891

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शुद्धिपत्र (V): CORRIGENDUM - V

To,
ALL BIDDERS,

Sub: Corrigendum-05: Waiver off EMD amount & Security Deposit clause and Bid Security Declaration Format.

Scope of Work: Engagement of Full-fledged Money Changer (FFMC)/Authorized Dealer (AD) for provision on Foreign Exchange for GRSE Officials for a period of two years (2 years) extendable once by one year (01 Year).

References: -

1. E-Tender Specification Nos: SCC/AS/NIC/OT/FFMC/036/ET-2038 Dated 29.12.2023.

Bidders kindly to take note of the following:

(A) NIT for EMD (Earnest Money Deposit) Amount: Referred EMD has been amended as below:

Existing EMD Amount	Amended EMD Amount
Rs. 4,72,000/- (Rupees Four Lakhs Seventy Two Thousand Only)	NIL

(B) NIT for SD (Security Deposit) Clause: Referred SD has been amended as below:

Existing SD Clause	Amended SD Clause
5 % of Work Order Value (inclusive of GST)	NIL

Note: All associated clauses of the tender shall be read accordingly.

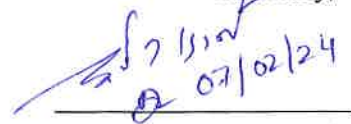
(C) **ISSUE OF CLARIFICATIONS:** In view of waiver-off of EMD amount and SD clause as cited above, Bidders are requested to submit the "**Bid Security Declaration Format**" as per annexure of this corrigendum.

All other Terms and conditions of the Tender Specification shall remain unaltered unless expressly amended by GRSE in writing. Bidders are requested to submit as a part of their offer, a copy of this corrigendum duly Digitally countersigned by the authorized signatory as a token of Bidder's unqualified acceptance of this corrigendum.

BIDDERS MAY PLEASE NOTE THAT SUBJECT TENDER IS E-TENDER AND THE OFFER IS TO BE SUBMITTED ONLY IN E-PROCUREMENT PORTAL

BIDDERS WHO HAVE ALREADY SUBMITTED THEIR OFFERS PRIOR TO ISSUANCE OF THIS CORRIGENDUM IN E-TENDER PORTAL ARE REQUIRED TO RE-SUBMIT THEIR OFFER AFTER TAKING COGNIZANCE OF THIS CORRIGENDUM.

Thanking you, Yours
faithfully,


07/02/24

अर्चना शर्मा / ARCHANA SHARMA
MGR (Contract)
PROJ. MANAGER
कॉन्ट्रैक्ट रीज. CONTRACT CELL
गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
Garden Reach Shipbuilders & Engineers Limited
कोलकाता-700 024 / Kolkata-700 024

Enclosure: Annexure-A: Bid Security Declaration Format

Form for Bid Security Declaration

(To be submitted in Company's Letterhead)

Date: DD/MM/YYYY

Bidder's Ref: _____

Tender Ref: _____

To
M/s. Garden Reach Shipbuilders & Engineers Ltd.
43/46, Garden Reach Road,
Kolkata - 700 024

Kind Attn: *(Name & Designation of tender issuing officer)*

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration along with valid MSE/NSIC document.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 21 (i) of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of *[insert complete name of bidder]*

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

Authorized Signatory



www.grse.nic.in

गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स
लिमिटेड

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

रक्षा मंत्रालय

43/46 गार्डन रीच रोड,
कोलकाता - 700 024

Ministry of Defence

43/46 Garden Reach Road,
KOLKATA - 700 024

email: mtl.eproc@grse.co.in
दूरभाष Phone: 033-24893902
फैक्स: FAX: 033-24692020
CIN: L35111WB1934GOI007891
GST Registration No.
19AAACG9371K1Z4

शुद्धिपत्र (I): निविदा के जमा तिथि के विस्तार के लिये

CORRIGENDUM (1): FOR EXTENSION OF DUE DATE OF TENDER

निविदा संदर्भ सं Tender Ref. No.: SCC/AS/NIC/OT/FFMC/036/ET-2038 Dated 29.12.2023

विषय Item: Engagement of Full-fledged Money Changer (FFMC) / Authorized Dealer (AD) for provision on Foreign Exchange for GRSE Officials for a period of two years (2 years) extendable once by one year (01 Year).

जमा तिथि Due date: 19-01-2024 (4:00 PM)

विस्तारित जमा तिथि Extended Due Date: **29-01-2024 (12:00 बजे 12:00 noon)**

खुलने की तिथि Opening date: **30-01-2024 (14:00 बजे 14:00 hrs.)**

निविदाकारों से अनुरोध है कि विस्तारित जमा तिथि के अंदर उपरोक्त निविदा में भाग लें.

BIDDERS ARE REQUESTED TO PARTICIPATE IN THE ABOVE-MENTIONED TENDER WITHIN EXTENDED DUE DATE & TIME.

STAC HAS BEEN ATTACHED (ANNEXURE-I)

निविदा के अन्य सभी नियम एवं शर्तों में कोई बदलाव नहीं है.

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


19/01/24
अधिकृत हस्ताक्षरी
Authorized Signatory



Job Title कार्य का नाम:	“Engagement of Full-fledged Money Changer (FFMC) / Authorized Dealer (AD) for provision on Foreign Exchange for GRSE Officials for a period of two years (2 years) extendable once by one year (01 Year)”
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STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

(1) INTEGRITY PACT समग्रता अनुबंध:

All the participating vendors in this tender are required to enter into agreement by signing an Integrity Pact.

“The Pact essentially envisages as agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract”.

Signing of Integrity Pact will be preliminary qualification for participation of this tender, only those vendors who have entered into this Pact with GRSE will qualify for the contract. This Integrity Pact will be effective from the stage of invitation of bids till the date of complete execution of this contract.

Signing Authority for Integrity Pact:

(A) Vendor: Proprietor / Director / Authorized representative

(B) GRSE: Head of the ordering department, not below the rank of DGM / AGM

Vendors need to sign on each page of the Integrity Pact document and provide the same on a Govt. issued bond paper of Rs.100/-. The scanned copy of the same need to be uploaded along with the technical Bid documents and original copy of the same to be forwarded to Tendering Department before the due date of the tender.

The vendor has to submit Integrity Pact as per GRSE Format along with Techno-commercial bid, wherever applicable as per NIT.

(2) MICRO & SMALL ENTERPRISE (सूक्ष्म और छोटे उद्यम) -

- a) Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyam Registration Certificate (URC) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the URC or NSIC submitted else they are disqualified to avail the benefit.
- b) Out of 25% target of annual procurement from MSEs, 4% (within the 25%) reservation will be provided for MSEs owned by Schedule Caste (SC) /Scheduled Tribe (ST) entrepreneurs and 3% (within the 25%) reservation will be provided for MSEs owned by women entrepreneurs. Necessary documents to be submitted along with the techno-commercial bid as evidence failing which benefit shall not be accorded. However, in the event of failure of such MSEs to participate in the tender process or meet the tender



requirements and L1 price, 4% reservation for MSEs owned by SC/ST entrepreneurs and 3% reservation for MSEs owned by women entrepreneurs will be met from other MSEs.

- c) Following facilities/benefits may be given to MSEs: -
- (i) Exemption for payment of Tender Fee & Earnest Money Deposit.
 - (ii) Relaxation in prior Turnover and prior Experience Criteria (Specially for Start Ups- Certificate of DIPP is required to Claim the benefit)
- d) (i) MSEs registered with MSME authority as stated above, quoting price within the band of L1 +15% will be allowed to supply a portion of the requirement by bringing down their price to L1 price in a situation where the L1 price is from someone other than MSE. Such MSEs will be allowed to supply at least 25% of total tendered value. To avail this purchase preference, submission of Udyam Registration Certificate /NSIC is mandatory failing which the benefit will not be accorded.
- (ii) In case L1 is not an MSE and there is more than one MSE within the range of L1 +15%, only the lowest MSE shall be considered for 25% order in case of divisible item or 100% in case the order quantity is not divisible, subject to matching the L1 prices.
- (iii) If the lowest MSE refuses to accept the L1 price, then the second lowest MSE within the range of L1 +15% will be considered. This process will continue till a MSE in the range accepts the L1 price or the MSEs in the L1 + 15% range are exhausted.
- (iv) In case no MSE accepts the L1 price or there is no MSE available in the L1 +15% range, then the order shall be placed to the L1 bidder without applying this principle.
- e) Non-Divisibility of Tender Items: - In case of non-divisible / non-splittable item in tenders, an MSE quoting in the price band of L1+15% may be awarded for full/complete supply of total tendered value, considering the spirit of policy for enhancing the government procurement from MSEs subject to matching the L1 prices by the MSE concerned. However, contract will be awarded as per GOI policy and at discretion of GRSE.
- f) 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 or the same should be indicated in the relevant document NSIC / Udyam Registration Certificate.
- g) For the MSEs owned by SC/ST owned entrepreneur, the benefits as stated above shall be accorded only in the following cases:
- (i) For proprietary MSE, proprietor(s) shall be SC/ST.
 - (ii) For partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - (iii) For Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

(3) **TENDER FEE (निविदाशुल्क): NON-REFUNDABLE (गैर वापसी योग्य) -**

- i. Amount of declared non-refundable tender fee is to be submitted in the form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of "Garden Reach



NIT SLA No. **SCC/AS/NIC/OT/FFMC/036/ET-2038**

Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I of e-bid submission.

- ii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption of tender fee. To claim the exemption, a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the PART I of e-bid submission. The same is to be confirmed in the techno-commercial concurrence format.
- iii. Non-submission of tender fee or a valid MSE certificate may lead to offer rejection.

(4) EARNEST MONEY DEPOSIT (INTEREST FREE) बयाना जमा (ब्याज रहित) -

- i. Amount of declared interest free Earnest Money Deposit (EMD) is to be submitted in form of Demand Draft / Pay Order, Payable at Kolkata and issued in favour of “Garden Reach Shipbuilders & Engineers Limited” by any Nationalized/Scheduled Bank other than Co-operative Bank. Physical DD/PO to be forwarded to Tendering Department of GRSE within 07 days of tender due date. A scanned copy of the same is to be uploaded as an attachment to the PART I e-bid submission.
- ii. EMD may also be submitted in the form of Bank Guarantee with six months validity as per enclosed GRSE format of Bank Guarantee and is to be forwarded directly to GM (Finance), GRSE in Bankers’ sealed envelope failing which same will not be accepted. Details of B.G. are to be in Techno-Commercial part of offer.
- iii. MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting EMD. To claim the exemption a copy of the valid MSE certificate with its annexure is to be scanned and uploaded as an attachment to the General Document part of E-PROCUREMENT. The same is to be confirmed in the PART I concurrence format.
- iv. MSE Registered Firms has to be submit Bid Security Declaration In lieu of Earnest Money Deposit as per GRSE format.
- v. Non-submission of EMD /Bid Security Declaration and valid MSE certificate may lead to rejection of offer.
- vi. **Refund of Earnest Money Deposits (बयाना जमा की वापसी)**
 - a. EMD of unsuccessful bidders will be refunded/ returned within 30 days of finalisation of order on surrendering the original copy of GRSE Money Receipt with an application by bidder addressed to HOD of Ordering Department, GRSE on receipt of intimation from GRSE.
 - b. EMD of disqualified bidders in TNC/CNC will be returned within 30 days from the date of receipt of application along with original copy of Money Receipt from the bidder. EMD, if not claimed within 1 year from the date of notification EMD will be forfeited.



- c. EMD of successful bidder will be returned after receipt of security deposit against work order as per contractual terms.

vii. Forfeiture of Earnest Money Deposit (बयाना जमा की जब्ती)

EMD may be forfeited under the following circumstances:

- a. The bidder withdraws the bid after opening of Price Bid during the period of validity of offer.
- b. The bidder does not accept the correction of error in bid price as indicated in **Clause 37** hereinafter.
- c. The successful bidder fails within the specifies time limit to:
1. Acknowledge the LOA/Order
 2. Furnish the required Security Deposit
 3. Non-performance of the contract by the Contractor

(5) VALIDITY OF OFFER (प्रस्ताव की वैधता) :-

Your offer should remain valid for a period of 90 days (as per terms of specific NIT) from the due date of the tender.

(6) SECURITY DEPOSIT (INTEREST FREE) प्रतिभूति (ब्याज रहित):

- i. Successful bidder will deposit an amount equivalent to the declared per cent of the total contract value as interest free Security Deposit (SD) in the form of Pay Order/D. D/Bank Guarantee (with validity of sixty days beyond contract period as per GRSE format) on any schedule bank other than Co-operative bank payable at Kolkata, duly crossed favouring Garden Reach Shipbuilders & Engineers Limited., within 15 days from the date of site clearance/receipt of LOA or PO/as specified in the NIT. In case of non-submission of SD as per schedule, penal interest will be charged for delayed period of submission of SD beyond 15 days at the prevailing SBI cash credit rate on the amount of SD to be submitted.
- ii. If S.D is submitted in the form of B.G then same is to be forwarded directly to Gen. Mgr. (Finance) in Banker's sealed envelope failing which same will not be accepted. Details of B. G. should also be confirmed to Ordering Department, GRSE.
- iii. S.D. amount would be refunded / returned after successful execution of the job and certification of Material Reconciliation Statement by Internal Audit, if applicable. Vendor is to apply for release of their SD along with Job Completion Certificate which has to be certified by PL/Engineer-in-charge/authorized representative of concerned department through GRSE Ordering Dept. In the event of failure to execute the order satisfactorily or default by the contractor/ sub-contractor, the security deposit will be forfeited.



- (7) **WORK DONE CERTIFICATE (W.D.C.) (किए हुए काम का प्रमाणपत्र)** :- Firm will put up Work Done for certification to site engineer /PL /or as specified in the NIT, along with clear inspection report signed by Quality Assurance Authority. W.D.C. is to include whether work has been completed as per delivery schedule or the delay in days/weeks occurred in completion of work.
- (8) **BILL SUBMISSION(बिल प्रस्तुति):**
On obtaining WDC, bills are to be raised on monthly/quarterly/half-yearly/annually(as specified in NIT) progressive basis in accordance with the Checklist as per GRSE format. Bills are to be submitted at the Bill Receiving Counters located at the respective unit of Company. Bill is to be submitted (in 03 copies) in sealed envelope super-scribing on the envelope the Purchase Order No., Vendor code, Bill / Invoice No., Name of person /employee to whom bill is addressed, for processing. For this Service Name of the person to be mentioned on sealed envelope will be concerned Project Leader of the Ship/Bill certifying officer.
- (9) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ़ का अनुपालन): -**
a) Compliance of ESI & PF of the engaged workman is the responsibility of the contractor.
b) For execution of job inside GRSE premises, vendor has to obtain clearance from HR Dept. regarding statutory compliance of minimum wages, PF, ESI, etc. of their engaged workmen for release of payment.
- (10) **POLICE VERIFICATION FOR CONTRACT LABOUR WORKMEN (ठेका श्रमिकों का पुलिस सत्यापन) :-**
(a) Police Verification certificates of character antecedents in respect of all employees of Contractors/Sub-contractors for operating inside GRSE Ltd. are required to be submitted to Security Dept./GRSE Ltd. before processing of Gate Passes.
(b) A certificate from the contractor's labour, clearly endorsing that characters of all his labourers have been duly verified and found to be satisfactory be submitted to GRSE at the time of making Gate Pass.
(c) Photo Identity Card /Gate Pass as required by GRSE will be arranged by the contractor for his employees at his own cost.
- (11) **GST REGISTRATION (जी एस टी पंजीकरण): -** The vendor will have to submit copy of GST registration certificate (Part A & Part B) along with the Technical bid. Any bidder without having GST Registration Certificate will not be considered for Ordering.
- (12) **GUARANTEE PERIOD (गारंटी अवधि):-**
Workmanship will be guaranteed for satisfactory performance for a period **as stated in NIT.** Any faulty work carried out by the sub-contractor is to be rectified by them within the time stipulated by the GRSE. In case of failure of sub- contractor to meet the ship's



programme, outstanding deficiencies shall be rectified by GRSE and all costs of such work shall have to be borne by the sub-contractor).

During guarantee/ warranty period if any equipment or any component thereof supplied by the contractor, suffers due to defective material and/ or due to improper design and/ or due to defective drawing or due to faulty workmanship the contractor will assume full responsibility of rectification of such defective equipment or component thereof including all direct expenses relating to removal and re-positioning of the replacement/ repaired equipment or component thereof and subsequent test & trial, incurred thereon without any financial implication to GRSE.

(13) **PRICE (मूल्य):**

A. For Tender in NIC Portal (एन आई सी पोर्टल टेंडर हेतु): -

a) Price bid need to be filled up (excluding GST) in html format only through e-portal. No other attachment regarding price will be allowed, if so, then offer will be rejected. For break-up of prices, GRSE may attach excel sheet with the html format price bid and the bidder has to fill up their prices in excel sheet and also in html format as per instruction in NIT.

B. For Tender in GeM Portal (जे ई एम पोर्टल टेंडर हेतु):

a) Price bid needs to be filled up (with or without GST as specified in NIT) only through GeM portal for the total job.

b) The Bidder may have to upload the breakup of their quoted price in line with BOQ, as specified in NIT, along with their price offer in GeM portal.

c) The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST percentage has to be indicated in the offer. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. GST registration number is to be quoted in all bills.

(14) **QUANTITY VARIATION (मात्रा भेद) : As per term of NIT.** Quantity as specified in the NIT/SOTR/Price Bid is tentative and it may vary according to the actual requirement of the job. The selected bidder has to execute the required quantity at the same rate, terms & conditions up to variation (+/-25%) or as specified in the NIT in addition to the initial tendered quantity. Necessary amendment of Purchase Orders will be issued accordingly.

(15) **UNREASONABLE QUOTES अतर्कसंगत भाव -**

A. For Job Contract (कार्य संविदा हेतु) :

i) In case the price of L-1 Bidder is found to quote unreasonably low and/or express desires to withdraw from the tender then such bid will be cancelled and EMD will be forfeited and punitive action will be taken in line with the provision as per GRSE Vendor Policy.



ii) However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than estimate and also if the difference in price between L1 & L2 is 30% or more, then the quoted price to be analysed w.r.t tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

iii) If the justification is acceptable to GRSE, then the bidder has to submit Bank Guarantee of 10% of the total Contract value (inclusive of GST) in addition to the Security Deposit (SD) and Performance Bank Guarantee (PBG) (as applicable) for execution of the job till satisfactory completion of entire contract. There shall be no exemption / relaxation for the Guarantee against unreasonable quote. In case of breach of contract GRSE shall reserve the right to invoke the BG and may impose tender holiday for a period as per GRSE Vendor policy.

B. For Manpower Contract (श्रमशक्ति संविदा हेतु): NA

i) The quoted price of the L1 bidder should comply with the prevailing Minimum Wages Act & Other Statutory requirements i.e PF, ESI etc.

ii) In case the quoted price of the L1 bidder is found unreasonably low i.e does not comply with the Minimum Wages Act & Other Statutory requirements and the L1 bidder fails to justify their quoted rate then the obtained L1 quote will be rejected and punitive action will be taken in line with the provision as per GRSE Vendor Policy.

(16) JOINT VENTURE (संयुक्त ऊधम) :

The bids submitted by a joint-venture company of two or more firms/persons/entities as partners/promoters shall comply with the following requirements:

i) The Joint Venture Agreement must be a registered document under the Indian Registration Act and must be an independent and registered entity under the Companies Act/Indian Partnership Act, having its own trade name and having separate CIN, PAN, GST and other Statutory Licenses/Registrations independent of its promoters/partners.

ii) All partners/promoters of the joint venture shall be liable jointly and severally for the execution/performance of the project/contract and for all sorts of contractual obligations, responsibilities and liabilities and consequences arising out of breach of terms and conditions of contract.

iii) A Certified/True copy of the Joint Venture Agreement shall have to be submitted with the bid along with the resolution of Board of Directors (in case of a company) or a Power of Attorney to be executed by all the Partners (in case of Partnership Firm) of JV entity authorizing such person who will sign on behalf of JV entity.



iv) Submission of EMD/SDs/Performance Guarantee etc., to be made by the Joint Venture Company/Firm and similarly all payments would also be remitted to/in favour of the JV entity.

v) In order for a joint venture to qualify/meet the minimum criteria as may be specified in the Tender, the experience and financial capability of each of its promoters/ partners would be considered jointly to judge the experience and/or the financial capability of the JV entity as an independent entity. That is to say that the individual experience/qualification of each partner/promoter of the JV would be considered together for ascertaining the experience/qualification criteria of the JV. However, if any specific criteria/qualification is mentioned in the Tender that has to be met by each of the partners, then in such case each of the JV partner/promoters have to meet the same.

vi) Neither the JV entity nor any of its partners/promoters should have been blacklisted, banned or debarred from issuing any Tender or suffering Tender Holiday from participating in any Tender process of Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by any Court/Tribunal. If so, then the bid is liable to be rejected.

vii) If selected, PO would be issued in favour of the JV.

(17) **CONSORTIUM (अल्पकालीन संघटन):**

The bids submitted by a Consortium of two or more firms as partners shall comply with the following requirements:

i) There must be a written Agreement for formation of the Consortium amongst its members which should *inter alia* include the role of each member, the ratio of investment and the ratio of profit/loss sharing. The terms of the Agreement cannot be modified post submission of the bid and during execution of Contract, if awarded, without the express consent of GRSE. The Consortium Agreement must record that as to which member would act as the Lead Member in the Contract/Tender. This authorization shall be evidenced by submitting with the bid a Power of Attorney authorizing such member to act on its behalf as Lead Member, signed by legally authorized signatories of all other partners/members.

ii) Each partner firm/company of a Consortium must legally authorize its representative who will represent the partner firm/company to sign and execute the Consortium Agreement and all other necessary papers/documents required for the formation of Consortium and all other purpose relating to activities of Consortium.

iii) The leader shall be authorized to incur liabilities and to receive instruction for and on behalf of any and all partners/members of the consortium and the entire execution of the contract and all other related documents shall be done under the supervision and involvement of the lead member.



- iv) All partners of the consortium shall be liable jointly and severally for the execution of the project or contract without any limitation of liability. Any default or lapse on the part of any of the members of the Consortium regarding performance of the contract will be treated as default on the part of the Consortium as a whole and the Lead Member alone will be responsible for all consequential losses and damages that may be sustained by GRSE for such default or lapse on the part of a member.
- v) A Certified True copy of the Consortium contract/agreement entered into by and between the consortium partners and a certified True copy of the Power of Attorney, referred above, must be submitted with the bid and failure to submit any of such documents will make the bid of the Consortium liable to be rejected.
- vi). If Contract is awarded to the Consortium, an Agreement would be executed by and between GRSE and all the Consortium members wherein, inter alia, the role of each member and the mode of payments to be specifically defined and/or mentioned. However, all the consortium members shall remain, jointly and severally, responsible for execution and completion of the Contract and also to make good for all losses and damages if any sustained or to be sustained by GRSE in the subject contract due to default and/or negligence of the Consortium as a whole or of any of its members. Any statement or clause seeking to limit the liability of each member of the Consortium, such statement or clause to be treated as incompatible with the principle of joint and several liability and the bid of the Consortium will be liable to be rejected as not in compliance of tender specifications, without further evaluation.
- vii) In order to qualify/meet the qualification criteria, each of its partners/members or combination of partners/members must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the Consortium's bid. The data/figures of each of the partners/members of the Consortium shall be added together in proportion to their participation in the Consortium, to determine the bidder's capacity as a whole to comply with the minimum criteria.
- viii) The percentage of partnership of the lead partner shall be highest among all the Consortium partners. Bid has to be submitted by the Lead Partner in its name however it should be clearly indicated that the lead partner is submitting such bid on behalf of a Consortium of which it is the Lead Partner.
- ix) The lead partner shall be responsible for payment of Bid Security/EMD as well as the Security Deposit & Performance Guarantee. However, the same has to be submitted by MSME/NSIC firms also if such firm acts as a Lead partner.
- x) All Payments to be made to the Lead Member pursuant to satisfactory execution of the job as specified in the Contract irrespective of the performance by all the members. Payments made to Lead partner of the Consortium would be construed as valid payment. Further the Consortium members agree not to entangle GRSE in any internal dispute between the Consortium members regarding payment/non-payment or any other issue and accordingly waives their rights, if any in this regard.



xi) None of the consortium partners/members should have been blacklisted, banned or debarred or issued any Tender holiday from participating in Government Contracts by either the Government of India or any of its Agencies or by any State Government or by an PSU (both Central & State included) or by the Courts/Tribunals. If so, then the bid is liable to be rejected.

Note: The Consortium Agreement & the PoA is to be submitted by the Consortium's Lead partner along with the Bid for examination by GRSE. If the Consortium Agreement or the PoA does not meet the criteria as specified in the clause then such bid would be liable to be rejected.

(18) **MAINTENANCE OF MACHINES (यंत्रों का अनुरक्षण):** - The maintenance of machines brought in by contractors are to be undertaken as per OEM recommendations. Certificate to this effect is to be rendered by the contractor.

(19) **SUB-CONTRACTING OF SUB-CONTRACTED JOB (उप संविदा कार्य का उप संविदा) :-**

a) Sub-Contracting of the Sub-Contracted job is usually discouraged. When a contract is being finalised with a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job.

b) However, in case of requirement, the job in part or full could be sub-contracted with an approval from GRSE and copy of the same has to be forwarded to Ordering Dept. & HR Dept. for their information.

c) For sub-contracting of the sub-contracted job, the Vendor/Contractor has to submit the details of the sub-contractor to whom the job will be loaded including their name, credentials, document of past performance etc. for approval of GRSE Engineer In-Charge/ In-charge of User Dept./Project Leader / Project Superintendent /Head of Units.

(20) **EXCESS/WASTE/REJECTED MATERIALS (अतिरिक्त/बेकार/ अस्वीकृत सामग्री) :-**

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged by the Contractor at their own cost immediately after completion of work each day and for non-removal of same by the Contractor, the expenditure incurred by GRSE (if any) in removing these materials will be recovered from the available dues of the Contractor.

(21) **FIRE & SAFETY PRECAUTIONS अग्नि एवं संरक्षा सावधानियाँ :-** The Vendor/Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). The Vendor/Contractor should take all safety precautions and provide adequate supervision & control for their workmen in order to carry out the job safely. In case of any violation of safety precaution and non-usage of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and Safety Guidelines (please refer www.grse.in). Penalty amount depends on the type and frequency of



violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.

- (22) **SAFETY GUIDELINE FOR MATERIAL HANDLING EQUIPMENT (सामग्री चलन उपकरण हेतु मार्गदर्शन):** The Vendor/Contractor shall abide by the Safety Guidelines /regulations of GRSE as detailed in NIT. The Vendor/Contractor should comply with all the Safety requirements like Statutory Examination and Certification of Crane & associated lifting tackles, Display of SWL, Competency requirement of Crane Operators, PUC etc. in order to carry out the job safely. In case of any violation GRSE will take appropriate action as per policy.
- (23) **MANDATORY USE OF ISI MARKED PPE BY CONTRACTOR EMPLOYEES (संविदा कर्मचारी द्वारा आई एस आई निशान पी पी ई व्यवहार की अनिवार्यता):** The Contractor shall ensure the use of ISI marked PPE by their engaged Employees. An indicative list of ISI marked Personal Protective Equipment, is appended below for mandatory compliance by the vendors without any deviation:

LIST OF PPES (पी पी ई की सूची)

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

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

- (24) **ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा):** - The vendor shall ensure compliance of Environment Management System (ISO14001:2014), Occupational Health & Safety (ISO 45001:2018) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.



(25) **ENERGY CONSERVATION (ऊर्जा संरक्षण): -**

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

(26) **GUARANTEE FOR RAW MATERIAL(अनिर्मित सामग्री की गारंटी) :** This Clause will be applicable for Collection of Raw materials /Free Issue materials from GRSE for the jobs which are to be executed outside GRSE premises.

a) Raw materials will be required to collect from GRSE against submission of Bank Guarantee as per GRSE format for the equivalent value of material as specified in NIT/Purchase Order. Transportation of materials from GRSE to Sub-contractor's premises and transportation of finished materials from Sub-contractor's premises up to GRSE is the responsibility of the contractor or as specified in NIT.

b) Indemnity Bond affixing the Common Seal from the registered sub-contractors may be accepted in lieu of Bank Guarantee but it should be backed by Insurance Coverage with GRSE as the beneficiary on case to case basis. If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

c) Indemnity Bond has to be submitted as per GRSE Format on the non-judicial Stamp paper of value Rs. 100/- and to be Notarized if Common Seal is not applicable.

d) During collection of material, the Transporter of the Sub-Contractor has to submit L-R copy, failing which materials will not be issued to the Sub-Contractor.

e) For the jobs which are to be executed inside GRSE premises, submission of Bank Guarantee or Indemnity Bond for Collection Raw materials is not required.

(27) **MATERIAL RECONCILIATION STATEMENT (MRS) (सामग्री मिलान विवरण) : -**

(a) Firms are to furnish the material reconciliation statement (running MRS) to GRSE, for items supplied by GRSE for execution of a job at vendor's premises. Furnishing of MRS to be done immediately on delivery of the Finished item/Block but not later than 30 days of delivery of the finished item showing details of raw materials received, material actually consumed, excess material returned, wastage etc. This statement should be submitted with documentary evidence of material issued/returned/wastage duly accepted by competent authority of GRSE and as per the GRSE format and filled up check list for MRS. Permissible variation in MRS is 1.5% of design weight of structure. MRS certification is to be completed by GRSE within 60 days of receipt of the same from vendors.

(b) Quantity of stiffeners used in transportation are to be mentioned in delivery challan clearly indicating whether the stiffeners are: -



NIT SLA No. **SCC/AS/NIC/OT/FFMC/036/ET-2038**

- i) Temporary stiffeners supplied by vendor.
- ii) Sections of ABS quality supplied by GRSE.

(c) While submitting MRS of Finished item/Block, copies of certified MRS of all previous Finished items/Blocks are to be enclosed. This will be called the final MRS.

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

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

If the contractor is unable to take coverage, GRSE will cover such risk and cost of premium will be borne by the contractor/recovered from their dues.

For the jobs which are to be executed inside GRSE premises, Insurance coverage will not be the responsibility of contractor.

(29) **SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS (कार्यस्थान प्रभार/कार्यपंजी/बाधा एवं अन्य रिकार्ड):** -

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



(30) **WORKING HOURS (कार्य समय) :**

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

(31) **RISK PURCHASE (जोखिम खरीद):**

In case the progress of work is not satisfactory and the contractor fails to maintain the schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of sub-contractor.

GRSE shall be at liberty to purchase/obtain the service from the alternative source as it deems fit, to make good such default and or in the event of the contract being terminated, the balance of the remaining service to be delivered there under. Any excess over the job price / service rates, paid and incurred by GRSE, as the case may be, over the contract price shall be recoverable from the firm. To make good the recoverable excess amount paid, GRSE shall be at liberty to invoke Bank Guarantee and/or with other available dues of the firm.

(32) **INDIVIDUALITY OF THE CONTRACT (संविदा की वैयक्तिकता):**

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

(33) **SECURITY OF INFORMATION (सूचना की गोपनीयता): -**

All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.

No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved its execution without the express written approval of the Integrated Headquarters, MOD (NAVY). In the event of any breach of above provisions, the vendor would have to make good of any loss/ cost/ damage/ any other claim whatsoever preferred by anybody to GRSE in this respect.

Non-Disclosure Agreement (NDA) as specified in the NIT has to be submitted as per GRSE Format.

(34) **REGISTRATION OF NEW VENDOR (नए बिक्रेता का पंजीकरण):**

The contractor has to confirm if they are registered with GRSE and Indicate Vendor Code (5 digits) and Product Code group accordingly in their offer. If the contractor is not registered with GRSE, then documents required for provisional vendor registration has to be submitted to the Ordering Department. For Permanent Vendor Registration with GRSE, the contractor has to submit their application to GRSE Vendor Development Cell.

(35) **CONTRACT WORKMAN WAGE PAYMENT (संविदा कामगार का मजदूरी भुगतान): -**



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

(36) **INSPECTION (निरीक्षण): -**

- (i) Quality assurance authority: As per NIT/SOTR.
- (ii) Inspection to be carried out stage wise by Quality Assurance Authority. On completion of work for any stage, vendor has to submit Inspection Offer to GRSE (Inspection Agency) for stage inspection. GRSE (Inspection Agency) shall co-ordinate with the Outside Inspection Authorities (as applicable) for carrying out inspection of completed job.
- (iii) GRSE reserve the right to inspect all operations to be carried out by the contractor. Free access to the work site at all the time shall be ensured by contractor. The presence or absence of GRSE representative does not relieve contractor of the responsibility for quality control. The contractor shall provide all assistance for carrying out inspection of completed work.
- (iv) Repeat inspection for any particular job is to be discouraged as far as possible. Hence the vendor should complete the job in all respect prior to submission of Inspection Offer to avoid reoffering. In case of repeat inspection happens for more than two occasions then the additional cost implication incurred by GRSE will be deducted from the bills of the vendor at actual. Number of occasions of repeat inspection for any particular job is to be indicated by GRSE in inspection note and same is to be incorporated in the work done certificate for deduction of additional cost implication for repeat inspection. Cost of deduction shall be calculated by Executing Dept., GRSE with the help of Finance Dept., GRSE.

(37) **CORRECTION OF ERRORS (त्रुटि सुधार):**

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

(i) **For Manual Tendering: - NA**

- a) Where there is a discrepancy between the rates in figures and in words, the rates in words will govern.
- b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

(ii) **For Tendering through NIC Portal: - NA**

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 the quantity, the unit rate as quoted will be considered.

(iii) For Tendering through GeM Portal: -

Where there is a discrepancy between the total price quoted in GeM Portal and the attachment (i.e break up of quoted price in line with BOQ) to price offer, the total price quoted in GeM portal will govern. In attachment to the Price offer, if any discrepancy found between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will be considered.

(38) **FORCE MAJEURE (अप्रत्याशित घटना) :**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

(39) **TERMINATION OF CONTRACT (अनुबंध की समाप्ती):** In the event of non-performance or non-engagement of manpower for the execution of the job within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

(40) **DAMAGE OF MATERIALS / EQUIPMENTS (सामग्री/उपकरण की छती):** The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractor's personnel. The cost of such damage will be suitably recovered from contractor's bills.

(41) **OFFICE & STORAGE SPACE (कार्यालय एवं भंडारण स्थान):** The contractor will have to arrange their office & storage required for execution of job, for cumulative order value of Rs.75 lakhs and above, of their own. However, space for placing up to one container will be provided free of cost by GRSE. Container will have to be removed by the contractor within 03 months from the date of final settlement with GRSE. In case of non-removal of container within specified period penalty as deemed fit will be imposed for the occupied area of GRSE.



(42) **ARBITRATION (मध्यस्थता): -**

- 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 for 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 if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High court at 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 700 024.
- viii. The language of the proceeding shall be in English.



(43) **JURISDICTION (न्याय अधिकार):** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

- i) 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.
- ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.
- iii) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
- iv) All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

1. For any discrepancy between SOTR/NIT (Notice Inviting Tender) and STAC, SOTR/NIT statement may be taken as final.
2. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

61, Garden Reach Road, Kolkata-700 024

61, गार्डन रीच रोड, कोलकाता-700 024

Phone दूरभाष: (033) 2469-8100 to 8113 Extn. बिस्तार: 225, FAX फैक्स: (033) 2469 3932

Web site वेब: www.grse.in

CIN सी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors and subcontractors to submit **single stage two part (Part I- Techno-Commercial & Part II- Price) bids** through e-tendering mode for the work package as per following bid document:

NIT SLA No. निविदा संख्या:	SCC/AS/NIC/OT/FFMC/036/ET-2038 Dated 29.12.2023
Job Title कार्य का नाम:	Engagement of Full-fledged Money Changer (FFMC) / Authorized Dealer (AD) for provision on Foreign Exchange for GRSE Officials for a period of two years (2 years) extendable once by one year (01 Year)
Tender issuing Dept. विभाग द्वारा जारी:	Contract Cell (संविदा विभाग), GRSE 61 Park Unit

SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

Date of Pre-bid Meeting / बोलीपूर्व बैठक :	Date : 09 January 2024 (Tuesday)	me : 02:00 PM
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COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee निविदाप्रपत्र मुल्य	INR 500/- [INR Seven Lakhs Eight Thousand only]
Earnest Money Deposit (EMD) (refer clause 04 of STAC) बयाना राशि जमा (स्टैक के परिछेद 04 मे उदधृत)	Rs. 4,72,000/- * [INR Four Lakhs Seventy Two Thousand only]SD
Security Deposit (SD) प्रतिभूति	5 % of Work Order Value (inclusive of GST)
PBG पी बी जी	Not Applicable
Penalty हर्जाना	As per SOTR
Billing Frequency बिल करने की अवधी	As per Scope of Work
Evaluation of L1 एल1 का मूल्यांकन	In totality basis through evaluation

Pre bid Meeting	: 14:00 hrs. on 09 th -Jan-2024
Date of online bid Start Date	: 15:00 hrs. on 10 th -Jan-2024
Last date and time of submission of online bids	: 12:00 hrs. on 19-Jan-2024
Time & Date of opening of Bids online	: 16:00 hrs. on 19 th -Jan-2024
Approx. Value of Contract	: Rs.100 Lakhs (approx.) per annum
E Tender Processing fee	: Nil
Earnest Money Deposit	: Rs. 4,72,000/- * [INR Four Lakhs Seventy Two Thousand only]

Address : General Manager (CC & VD)
61 Park, 61 Garden Reach Road,
Kolkata – 700 024
West Bengal

Table of contents

S. No.	Description	Page No.
1.	Disclaimer	
2.	Preamble	
3.	Instruction to the tenderer	
4.	Notice Inviting Open tender	
5.	Minimum Eligibility Criteria	
6.	Scope of Work	
7.	Selection of the successful bidder	
8.	Illustration for calculating weightage	
9.	Terms & Condition	
10.	Guidelines for submission of proposal	
11.	Check List and documents to be submitted	
12.	Proposal submission letter (Annexure I)	
13.	Financial Bid / Price Bid (Annexure II) will be available as excel sheet only in www.grse.nic.in this will not be part of technical bid document	
14.	List of Arbitration Case (Annexure III)	
15.	List of Court Case (Annexure IV)	
16.	Format for undertaking (Annexure V)	
17.	Format for certificate to be issued by Auditor (Annexure VI)	

1. DISCLAIMER

- 1.1. The information contained in this Bid Document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of GRSE or any of their officers, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document.
- 1.2. This request for Bid document is not an agreement and is not an offer or invitation by GRSE to any party other than the Bidders who are qualified to submit their proposals to GRSE in response to the tender.
- 1.3. The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist him for formulation of proposals or bids.
- 1.4. The bid document may not be apposite for all persons interested in bidding as it is not possible for GRSE or any of their officers or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- 1.5. The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.

- 1.6. GRSE, their officers and advisors, make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- 1.7. GRSE may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document. However, all such amendments will be uploaded in website.
- 1.8. The issue of the Tender Documents does not imply that GRSE is bound to appoint the successful Bidder as the Forex Service provider, as the case may be, and GRSE reserves the right to reject or any of the Bidders or Bids or not to award the Contract without assigning any reason whatsoever.
- 1.9. Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses affiliated with any demonstrations or presentations which may be required by the GRSE or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will be borne by the bidders and GRSE and its employee shall not be liable in any manner whatsoever for the same or for any other costs or other expense incurred by the Bidders.
- 1.10. The information contained in the Tender is being provided by GRSE for the limited purposes of enabling the Bidders to participate and submit a Bid in response to this Tender to engage agencies for providing FOREX services to GRSE (for its Officers going abroad for official reasons), for a period of two years (2 years) extendable by one year at mutual consent. In no circumstances shall GRSE, or its respective Officers, incur any liability arising out of or in respect of the issue of the Tender, or the Bidding Process.
- 1.11. This Tender may not be appropriate for all persons, and it is not possible for GRSE, its officers or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequate, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
- 1.12. Nothing in this Tender shall be constructed as legal, financial or tax advice, GRSE will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 1.13. GRSE may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assessment contained in this Tender.
- 1.14. Laws of the Republic of India are applicable to this Tender.

2. PREAMBLE

- 2.1. Garden Reach Shipbuilders and Engineers Ltd (GRSE) is one of the Defence Public Sector Undertakings functioning under the administrative control of the Ministry of Defence, Govt of India. GRSE primarily undertakes Shipbuilding and Ship-repairing jobs and other activities in the field of General Engineering, Pumps, Bailey Bridge etc. GRSE is a Mini Ratna Category – I organization and have been awarded with Hon'ble Raksha Mantri's "Best Performing Defence Shipyard" for consecutive 4 years 2010-11 to 2013-14.
- 2.2. GRSE provides Foreign Exchange to its Officials who are being deputed abroad for officials reasons. GRSE intends to get Forex Services through a reputed , FFMC / AD in accordance with the provisions laid down in this bid document.

3. INSTRUCTION TO THE TENDERER

- 3.1. Bid document, along with all tender papers, must be submitted online.
- 3.2. Pre-Bid Meeting shall be held as per the indicated to clarify queries, if any.
- 3.3. The Tender is not transferrable.
- 3.4. The indenting bidders are advised to study the document carefully and acquaint themselves with the condition therein as they shall form an integral part thereof.
- 3.5. The Tender document may be downloaded from GRSE 's website (<http://www/GRSE.com>).
- 3.6. This Tender Document can only be submitted/ received online at <http://www.grse.nic.in> only. No manual bids will be accepted.
- 3.7. EMD of INR 4,72,000/- (Four Lakhs Seventy Two Thousand) shall be paid through online mode through e tendering website <http://www.grse.nic.in> . In case of non-submission of the said EMD, the bid will be summarily rejected.
- 3.8. To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI. A detailed procedure for bidding is placed at <http://www.grse.nic.in> . It may please be noted for submission of bid, Class III digital signature is required.
- 3.9. Complete tender document, including all Annexures, with supporting documents, **(Technical Bid)** shall be uploaded along with **(Financial bid as per format attached as Annexure II)**, digitally signed by authorized signatory.
- 3.10. The applicant should upload complete set of documents in support of Eligibility Criteria as mentioned in this Document.
- 3.11. All documents uploaded, in support of Technical Criteria should be digitally signed.
- 3.12. Corrigendum/Addendum to this Tender, if any, will be published on website <http://www.grse.nic.in> . No newspaper press advertisement shall be issued for the same.
- 3.13. For any difficulty in downloading & submission of tender document on website <http://www.grse.nic.in> , please contact at **Mr. Tapan Kanti Biswas, DGM (Admin), Ph. 9163331700, e-mail : Biswas.TapanKanti@grse.co.in, Mrs. Archana Sharma, MGR (Contract Cell), Ph. 9147162441, e-mail: Sharma.Archana@grse.co.in for any clarifications in this regard.**
- 3.14. For difficulty in submitting / uploading of e-tender or for any system help contact person is Mr. Saraswata Palit, SR MGR (E-PROCUREMENT); e-mail/

Palit.Saraswata@grse.co.in and / or GRSE Service Provider M/s. NIC personnel may be contacted at Land line no: 033 24893902

- 3.15. The digital signature of the bidder on the E-tender form will be considered as confirmed that the bidder has read, understood and accepted all the documents referred to in the tender documents. No deviation is accepted.
- 3.16. At any time prior to the bid submission date, GRSE may, for any reason, whether at its own initiative or in response to clarifications request by a bidder, modify the bid document through the issuance of Addendum which will be given on GRSE website <http://www.grse.nic.in> not later than 4 days in advance to the last date of submission of tender. GRSE may, as its discretion, extend the bid submission date.
- 3.17. The bid shall remain valid for a period not less than one hundred and twenty (120) days from the due date of submission (Offer Validity Period). Validity of bid may be extended for a specified additional period. Offers with validity less than 120 days shall be considered as non-responsive and shall be summarily rejected.
- 3.18. Any failure on the part of bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 3.19. GRSE reserves the right to award contract to any successful bidder at its discretion and this will be binding on bidders.
- 3.20. GRSE may terminate the Contract if it is found that the bidder is black listed by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- 3.21. GRSE reserves the right to reject any / all bids or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon GRSE.
- 3.22. It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- 3.23. GRSE shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
- 3.24. The bidders may anytime withdraw their bids till the last date and time of submission, EMD of bidder will be refunded if already deposited, however the bidder shall not be able to re-submit the bid thereafter. If the bidder withdraws or amends, impairs or derogates its bid before opening of Financial bid in writing, EMD of bidder will be forfeited.
- 3.25. No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
- 3.26. The submission of any offer connected with this tender document shall constitute an undertaking that the tenderer shall have no cause for and claim, against GRSE for rejection of the offer. GRSE shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the tenderer shall have no claim in that regard against GRSE .
- 3.27. **Nonconformity:** GRSE may waive any minor nonconformity, or irregularity in a tender document that does not constitute a material deviation, provided such waiver does not prejudice:
 - 3.27.1. One that limits in any substantial way the scope, quality, or performance.

- 3.27.2. One that limits, in any substantial way that is inconsistent with the tender documents, GRSE rights or the successful bidders' obligations under the contract; and
- 3.27.3. One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.
- 3.28. If a bid is not substantially responsive, it will be rejected by GRSE and may not subsequently be made responsive by the bidder by correction of the nonconformity. GRSE's determination of bid responsiveness will be based on the content of bid itself and any written clarifications sought by GRSE in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 3.29. During Tender Evaluation, GRSE may at its discretion, ask the Tenderer(s) for classification(s) regarding its tender and documents submitted. The request for classification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted.
- 3.30. GRSE reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
- 3.31. **Financial Bid / Price Bid** : Tenderers are invited to quote their rates on the enclosed format provided in Financial Bid (**Annexure II**) in accordance with the above instructions and all the conditions of tender document. **The Financial bids should be submitted online.** Financial bids of only those Firms who are eligible in technical bids shall be opened online at a subsequent date. The date shall be notified in writing.
- 3.32. The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.
- 3.33. The tenderer(s) are also required to submit List of Arbitration cases during last 5 years at Annexure "III" & List of Court cases during last 5 years at Annexure "IV".
- 3.34. The selected FPMC/AD will be issued a LOA from GRSE as per format which they have to accept and start issuance of forex as per requirement.
- 3.35. Material deficiency in providing the information asked for may result in rejection of the proposal.

4. NOTICE INVITING OPEN TENDER

- 4.1. Garden Reach Shipbuilders & Engineers Ltd (GRSE) invites open tender for engagement of Full-Fledged Money Exchanger (FPMC)/Authorized Dealer (AD) for providing Forex Exchange to GRSE's Officials, for a period of **Two years (2 years) extendable once by One year (01 year)** on sole discretion of GRSE subject to satisfactory services and issuance of timely Forex, fulfilment of terms and conditions & on mutual agreement.
- 4.2. EMD @2% of total tender value shall be paid online through e tendering website. In case of non-submission of the said EMD, the bid will be summarily rejected.
- 4.3. The bids shall remain open for acceptance for 120 days from the date of opening of bid or extended period as notified and consented by the bidders. The successful bidder shall be intimated about the award of the work and Earnest money deposit (EMD) of the unsuccessful bidders shall be returned without interest on the amount deposited within 30 days after the finalization of the tender. The EMD of the successful bidder

shall be retained as **Performance Security Deposit (PSD)** and the same shall be returned (without any interest) after six months beyond the termination of the contract.

4.4. **E Tender Processing Fee:** Nil

4.5. GRSE reserves the right to reject any/ all bids without assigning any reason and shall not be bound to accept lowest offer.

4.6. The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format, All Annexures and Financial Bid Format shall form part of Tender Documents.

4.7. This Tender document consists of 14 pages including index and one cover page.

4.8. The Tender Document is divided into 2 parts viz. Technical Bid and Price Bid.

4.9. **The Technical Bid** comprises of the Tender Document, **except Price Bid**, all papers should be digitally signed by the Authorized Signatory of the Company to be submitted online.

4.10. **The Price Bid / Financial bid** comprises of the Price part as per the format given in the Tender Document (Annexure II), which needs to be filled online. No bidder should indicate price in their Technical bid. If any bidder indicate price part in technical bid then the said bid will be disqualified forthwith.

5. **Minimum Eligibility Criteria (Mandatory) and documents to be submitted**

5.1. Must have minimum aggregate financial turnover of Rs.100 lakhs in previous financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) only from Forex Exchange Sale.

Documents to be submitted as documentary proof:-

Either Certified copies of Audited Financial Reports i.e. copies of relevant pages of annual account statement (Balance sheet and Profit & Loss Account).

Or,

Certificate from Auditor indicating the turnover from Forex Exchange Sale in the previous three financial years (FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22) same should be reconciled with service tax/ GST returns) as per format as Annexure VI).

5.2. Bidder should have minimum 05 experience of previous years from FY 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22 as a Full Fledged Money Changer (FFMC)/ Authorized Dealer (AD) for provision of Foreign Exchange.

Bidder should submit self-certified copy of RBI License held during last three years.

The RBI license mentioned above should be valid as on the bid closing date and further the bidder should submit undertaking (Annexure VI) that in event contract is awarded on them, they will ensure RBI license or authorization in their name remain valid for entire contract duration.

5.3. Bidder should have their branch Office in Kolkata. Bidder should submit self-certified copy of comprehensive license issued by the RBI wherein above location should be clearly mentioned.

- 5.4. Must be a company/partnership/proprietorship firm duly registered in India / Limited Liability Partnership Firm under LLP Act, 2008. Necessary documents in support of the same to be submitted.
- 5.5. The bidder should not be blacklisted by Government or its agencies including Central/State Level Public Enterprise/sector units etc.
(Submit undertaking as per format Annexure V)
- 5.6. Must have Valid GST No.
(Copy of GSTIN registration)
- 5.7. Must have valid PAN No.
(Copy of PAN Card)
- 5.8. The bidder must have a valid Trade license.
- 5.9. Must have submitted ITR - for FY 2017-18, 2018-19, 2019-20 & 2021-22.

6. SCOPE OF WORK

- i) In order to provide Timely and efficient Forex Service for GRSE Officials, GRSE intends to engage a reputed and well-established Full-Fledged Money Changer (FFMC) / Authorized Dealer (AD).
- ii) Average annual requirement of Forex at GRSE was approx. Rs.100 Lakhs. This amount is for indicative purposes only and is not to be constructed as a commitment of any minimum volumes or any minimum volumes or any cap thereon.
- iii) The appointed FFMC/AD would be required to provide foreign exchange (Forex) in the form of currency notes, Cards as well as by way of Traveler's Cheques (TA), against direct purchase for GRSE Officials and through referral to GRSE guests.

6.1. Scope of work for arrangement of Forex for GRSE Officials (Direct purchase/surrender) :

- 6.1.1. Issuance of Foreign Exchange (FE) as per RBI guidelines to GRSE
- 6.1.2. Normally US Dollar are to be supplied by the party. However, equivalent Euro / GBP/ other foreign currency in lieu of said USD may also be supplied as per advice from GRSE.
- 6.1.3. FFMC/AD would be required to provide forex round the clock including on closed days / holidays at GRSE or at places as directed by GRSE.
- 6.1.4. The daily card rate issued by State Bank of India shall be benchmarked for the transaction. Any premium / discount shall be calculated on the daily card rate published by FFMC/AD on the day of purchase (CN Sell/TC Sell rate)/surrender (CN Buy/TC Buy rate) of foreign exchange. In case SBI card rate is not available

due to holidays or any other reason, the SBI card rate of previous working day shall be taken into consideration.

- 6.1.5. The appointed FFMC/AD shall supply the required forex to GRSE Officials (Direct purchase), at a discount rate quoted over the related daily card rates as per price bid format.
- 6.1.6. The appointed FFMC/AD shall accept the surrendered forex by GRSE Officials (Direct surrender), at a premium rate quoted over the related daily card rates as per price bid format.
- 6.1.7. In case GRSE Officials (Direct Surrender) surrenders any such forex which is not listed in price bid format, FFMC/AD will accept the same at premium rate as applicable to GRSE.
- 6.1.8. The sale of forex by the appointed FFMC/AD to the GRSE officials would be accompanied by a valid transaction invoice and should highlight / attach SBI Card rate and discount/GST clearly to avoid any disputes. FFMC/AD will obtain an acknowledgement in writing the receipt of such foreign exchange.
- 6.1.9. The surrender of forex by GRSE Officials to the appointed FFMC/AD would be accompanied by a valid transaction invoice and should highlight SBI daily Card rate Premium/GST clearly to avoid any disputes, GRSE will obtain an acknowledgement in writing the receipt of such foreign exchange.
- 6.1.10. The Foreign Exchange shall have to be delivered and unspent FE to be taken back on same day as and when required by GRSE or any of its authorized Officers.
- 6.1.11. No Delivery charges, service charge or any other charges would be payable to FFMC/AD, if the Forex cards, Foreign Currency & Traveler Cheques are delivered for GRSE Officials or surrendered by GRSE Officials at the GRSE Offices
- 6.1.12. Payment for Forex received will be made within 15 days from the date of receipt of bill from the bidder.

6.2. **General Terms:-**

- 6.2.1. The discount and premium margin quoted in the price bid format shall remain firm and in force during the validity of the Contract.
- 6.2.2. The appointed FFMC/AD should be well versed with RBI guideline issued from time to time and it would be his sole responsibility to ensure that the same are complied with.
- 6.2.3. The appointed FFMC/AD should have a fleet of trained and professionally qualified sales representatives.
- 6.2.4. The appointed FFMC/AD should be in a position to remit/recoup the money in next 24 Hrs. as and when any case of misplaced TC is brought to their knowledge.
- 6.2.5. The appointed FFMC/AD should also have an online booking engine for customers to order Forex online.
- 6.2.6. The service provider shall submit addresses of its branch offices, contract details of the nominated representatives to coordinate with GRSE /GRSE referred guests through which Forex service can be arranged for direct purchase/surrender as well as for referral business.

- 6.2.7. The FPMC/AD shall provide Call Center Support to the reference for any customer related query. The service provider is responsible to address and resolve all sort of query / problems related to functioning of forex card etc. while GRSE officials are in abroad. They have to establish contact with the concerned officer by any means (phone call - ISD / WhatsApp mode is preferred) as soon as the matter is brought to the their notice by GRSE Admin Deptt
- 6.2.8. GRSE shall at all times during the subsistence of this relationship, agree to co-operate and co-ordinate with FPMC/AD for complying with the Reserve Bank of India ("RBI") notified Anti Money Laundering Rules & Regulations including Know Your Customer Policy ("KYC") and Foreign Exchange Management Act ("FEMA"), prevailing from time to time. FPMC/AD shall supply all such information in their progression, which any legal or regulatory authority may require and/or which we may be required to supply in relation to the transaction or the customer. This clause will continue without limit of time, and will survive the termination of this Agreement.
- 6.2.9. Feedback from GRSE officers / guests will be collected to assess the quality of services provided by the appointed FPMC/AD.
- 6.2.10. The quality of service is the essence of the contract. Appointed FPMC/AD should pay specific attention to the service requirement as mentioned above.
- 6.2.11. Bidder has to accept all the terms and conditions stated in this bid. Conditional bid, if submitted by the bidder, will be rejected forthwith.

6.3. Reports

- 6.3.1. Generate proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices prescribed by the Govt. bodies. The records collected by the FPMC/AD shall be provided to the Government of India Auditors whenever required.
- 6.3.2. For all the orders placed through GRSE, FPMC/AD will share a monthly MIS Report to GRSE with the details of Forex issued to GRSE officials, referred guests, transaction details, available SBI card rate for the respective transactions for ready reference.

7. SELECTION OF THE SUCCESSFUL BIDDER

Forex Facilitation Service Provider/ Agency would be selected through a transparent bidding process of Open tender.

Technical bid would be evaluated at first based on the response to our pre-decided minimum eligibility criteria (**Mentioned at S.No. 05 of this tender document**).

Financial bid of only those bidders will be opened who qualify the Technical qualifying criteria.

7.1. The successful bidder would be selected from the bidders, who will offer:-

- 7.1.1. Highest discount** on FPMC/AD Card Rate (CN/TC SELL RATE) to GRSE (i.e. card rate - % of discount) for the direct purchase of Forex

(Currency/TC/Card) by GRSE Officials. However, SBI Card rate will be taken as ready reference.

7.1.2. Highest Premium on FFMC/AD card rate (CN/TC BUY RATE) to GRSE (card rate +% of premium) for the direct surrender of forex (Currency/TC/Card) by GRSE Officials. However, SBI Card rate will be taken as ready reference.

7.2. The selection of the service provider will be done through the discount rate placed against item no 1 by considering Highest discount whereas Highest premium at item no 2 will be considered as reference.

8. TERMS AND CONDITIONS

8.1. Opening of bid

The Technical Bid will be opened as per schedule @NIC portal and the same would be taken up for evaluation of the responses received by GRSE .

The bidders or their authorized representatives, would be permitted to attend the opening of the online bids. The representative must carry a letter of authority from the authorized signatory of the bidder or any other valid document, authorizing them to attend the tender opening, failing which they will not be permitted to participate in this process.

8.2. Evaluation Criteria

The Bids would be evaluated on the basis of Minimum Eligibility criteria mentioned at S.I.No 05 submitted by them. GRSE reserves the right at its sole discretion to seek information, documents etc. from the tenderer, as it may consider necessary for the purpose of evaluation of the bid as per selection process illustrated at S.No.7.

8.3. Payment Terms:

8.3.1. Payment for direct purchase of Forex by GRSE, will be paid to FFMC/AD within 15 days from the date of receipt of invoice from the bidder.

8.3.2. FFCC/AD will issue cheque in favour of GRSE at the time of surrender of Forex by GRSE within 01 day of such transactions.

8.3.3. Payment will be made, after all required verifications, by electronic transfer of funds to the account of the concerned agency in Indian Rupees only.

8.3.4. For facilitating Electronic Transfer of funds, the FFMC/AD will be required to indicate the name of the Bank & Branch, account No. (i.e. bank name, IFSC Code and Bank A/c No.) and also forward a cheque leaf duly cancelled, to verify the details furnished. The same need to be updated in case of any changes to GRSE .

8.4. Taxes:-

8.4.1. Quoted prices should be inclusive of all taxes and duties except GST, as applicable.

8.4.2. The GST/TDS or any applicable Tax compartment shall be paid as applicable and as per application for the tendered work, FFMC/AD shall claim the GST indication rate of abatement/deduction allowed as per GST Act in their invoice.

8.4.3. In case of statutory variation in GST during currency of contract, FFMC/AD shall submit copy of Government notification to evidence the rate as applicable on the date of submission of the bid and on the date of revision.

8.4.4. Claim for payment of GST/Statutory variation in GST should be raised within 02 months from the date of issue of Government for payment of differential GST. In case such claim is not raised within specified period of two months, claim shall not be entertained for payment of arrear.

9. Arbitration

a) Arbitration clause with non-CPSUs

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

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

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

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

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

vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

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

b) Arbitration clause with Central PSUs

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If solution is not possible within 60 days, then, the unresolved dispute or difference shall be referred, by either party, to the Permanent Machinery of Arbitrators set up in the Department of Public Enterprises for arbitration. The Arbitration and

Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Ministry of Law & Justice, Government of India, being the Appellate Authority. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorised by the Law Secretary, whose decision shall bind the Parties finally and conclusively. If not possible to resolve the dispute amicably by mutual consultation or through the good offices of the Empowered Agencies of the Govt. or through arbitration, the same shall be referred to the Cabinet Secretariat for advice. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.”

10. Force Majeure

- i. Should any force majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party, within 15 days of its occurrence, informs the other party in writing.
- ii. Force majeure shall mean fires, floods, natural calamities or other acts such as war, turmoil , strikes (as not limited to establishment of the agency, sabotage, explosions, quarantine, restrictions beyond the control of either party.
- iii. 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.
- iv. Notwithstanding the provisions of the immediately forgoing 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 1(one) month, either party hereto reserves the right to terminate this contract upon giving prior written notice of 10 (ten) days to the other party of the intention to terminate without any liability other than reimbursement on terms provided in this agreement for the goods / service already received.

12 Jurisdiction

- i. All disputes arising out of the contract, if required to be referred to a court of law, the jurisdiction of the case would be at District Court at Alipore

13 Termination / Foreclosure

- i. The order / contract shall be cancelled or withdrawn, in the event of unsatisfactory performance / services of the bidder and /or its staff / non submission of valid RBI licence during the contractual period and non compliances any provisions / parameters stated in this bid document, by serving one month notice. The decision shall be final against which no representation will be entertained. Non compliance with statutory rules / regulations will also lead to termination of the contract / order at the risk and cost of the bidder and GRSE shall be fully entitled to recover all the losses and damages that GRSE may suffer or put to incur due to violation of the statutory rules and regulations by the bidder.

- ii. The contract / order may also be foreclosed without any financial implication whatsoever upon serving one month's notice to the bidder with or without assigning any reason.

Archana Sharma
Mgr. (Contract)
Garden Reach Shipbuilders & Engineers Limited
(61 Park Unit) 61, Garden Reach Road, Kolkata – 700 024

Annexure – I

Proposal of Submission of Letter

(To be filled in Company/ Firm letter head)

To
The General Manager (CC&VD)
Garden Reach Shipbuilders & Engineers Ltd.
61 Garden Reach Road
Kolkata – 700 024.

Sub: Engagement of full fledged money changer (FFMC)/ authorized dealer (AD) for provision of foreign exchange for GRSE's officials, corporate traveller, for a period of two years (2 years) extendable once by one year (01 year).

1. I/ we accept the terms and condition mentioned in bid documents and have been understood by us.
2. I/we have duly signed and stamped on each page of the bid document.
3. I/we further certify that we are ready to provide forex services to GRSE officials/GRSE referred guests as per the terms and condition of the bid documents and in the arrangement to be executed between the parties.
4. i/we understand that GRSE reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
5. Our financial bid in the desired format as per Annexure II is enclosed.
6. The bid is for a period of two years, extendable once by one year on performance of satisfactory services, and resolution of claim on time fulfillment of terms and conditions.
7. The financial offer will remain open for acceptance for 120 days from the date of submission of bid.

We hereby submit our technical Proposal for the same

We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Signature of Bidder/ Authorised Signatory

Name & designation.

Date & Place:

Company seal.

FINANCIAL BID / PRICE BID

Sl. No.	Description / Scope of Services	Put percentage in number (%)
1	Sell of Forex to GRSE: - percentage (Highest discount) (%) offered on the daily Card rate of FFMC/AD (i.e. Card rate - Discount) at the time of purchase of Forex by GRSE	
2	Buy of Forex from GRSE: - Highest Premium (%) offered on daily card rate of FFMC /AD (i.e. card rate + Highest premium) at the time of surrender by GRSE	

Note: -

1. Price to be given in percentage for item serial number 1 & 2.
2. For Item 1 discount in number will be considered for order evaluation/awarding and highest offer at item no 1 will be eligible for awarding whereas discount at item 1 will be taken as reference and not for award decisive parameter.
3. Instead of L1, H1 will be considered for order evaluation as detailed in NIT

List of Arbitration cases during last 05 years

ANNEXURE III

List of Arbitration Cases During Last 5 Years							
S. No.	Name of the work	Value of the work	Name of Department	Amount and date of claim preferred	Claim of department if any	Brief description of dispute	Status of case

Signature of Bidder/Authorized signatory
Name & Designation.

Date and Place
Company Seal.

List of Court Cases pending during last 05 years

List of court cases during Last 5 Years								
S. No	Name of work	Value of work	Name of department	name of court	Date of institute of case	Relief sought from court	Brief description of dispute	status of court

**Signature of bidder/authorized signatory
Name & designation**

**Date and Place
Company seal.**

(self-attested and notarized (in Rs.10 non-Judicial stamp paper)

undertaking

1. I/we certify that (firm/ organization) is not blacklisted by government or its agencies including Central/state Level Public Enterprises/sector units etc.
2. I/We undertake that.....(Firm/organization) shall comply with all applicable state and central laws and regulation and to comply with govt. regulation applicable in respect of purchase /sale of forex regulations, taxation etc. firm shall co-operate and provide all necessary assistance with GRSE in case of any audit, enquiry, investigation, dispute and/or litigation. Firm shall be solely responsible for compliance with all applicable labour laws which shall include all liabilities of provident fund act ESI Act, workmen's compensation act, minimum wages Act and other labour welfare act in respect of its personnel. Firm shall ensure fulfilment of all regulation, certification etc. in regard to facilitation of FOREX services
3. I/We undertake that last three/any of consortium member have neither failed to perform on any contract, as evidence by imposition of penalty an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
4. I/We undertake non- disclosure /sharing of confidential information with third parties.
5. I/We undertake that all the documents/certificates/information submitted by our company against the tender are genuine.
6. I/We undertake that all conditioned as contained in the tender documents including all Annexure as well as all the corrigendum/amendment/instruction contained and published/unloaded in www.grse.co.in, against the tender, before the deadline specified for submission of bids are acceptable to us unconditionally
7. I/we have quoted price after taking into consideration all tender terms and condition including corrigendum/amendment/instruction contained and published/unloaded in www.grse.co.in, against the tender, before the deadline specified for submission of bids.
8. I/we have indicated all applicable taxes and duties Except applicable GST in our price bid.
9. I/we undertake to provide all necessary compliances/invoices/ documents required under GST legislation for enabling GRSE to avail Input tax (GST) credit.
10. I/we undertake that in event contract is awarded on us, I/We will ensure RBI license or authorization in our name remain for entire contract duration.
11. I/we confirm that no legal action by any regulatory has been instituted or is pending against us.

**Signature of bidder/authorized signatory
Name & designation**

**Date and Place
Company seal.**

ANNEXIURE – VI

**Format for Certificate to be issued by Auditor with respect to experience and turnover of the bidder
(Original Certificate on the letterhead of the Auditor to be submitted)**

Dear sir,

I/We,

(Name of Auditor) as the Auditors of M/s.-----
----- (Name of Bidder), hereby certify
that M/s -----

(Name of the Bidder), -----(Status of the firm viz Pvt Ltd

Company /Partnership Firm etc.) is in the business of Forex Exchange in India Since -----.

We further certify that as per the Audited Books of Accounts of M/s-----, The turnover of the firm in the previous three Financial Years **from Foreign Exchange Sale only** which duly reconciled with service Tax/GST returns of the respective year is as under:-

Financial Year	Total turnover from Forex Sale (RS. in Lakhs)
2017-18	
2018-19	
2019-20	

Signature of the authorized signatory

Name & Designation

Name of the Firm/Company

Signature Not Verified

Digitally signed by RITWIK MANDAL
Date: 2023.12.29 18:32:20 IST
Location: PSUs of Ministry of Defence-
DEFPSU