



## ***Garden Reach Shipbuilders & Engineers Limited***

**(A Govt. of India Undertaking, under Ministry of Defence)**

**61 Garden Reach Road Kolkata – 700 024**

**Home Page :: [www.grse.in](http://www.grse.in)**

**Telephone :: 033 - 2469 8105/9330, 2489 3619**

**Website : [www.grse.in](http://www.grse.in) | CIN : L35111WB1934GOI007891**

### **NOTICE INVITING TENDER**

**Department :: Commercial Ship Building**

**Subject :  
Procurement of '5mm & 6mm Thk Grade A Steel Plates' for GRSE Multi-Purpose Vessel project**

## **TABLE OF CONTENTS**

<b><u>Sl.</u></b>	<b><u>Particulars</u></b>	<b><u>Annexure</u></b>
1.	TERMS AND CONDITIONS - GENERAL	Annexure - A
2.	TECHNICAL TERMS & CONDITIONS	Annexure - B
3.	ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATIONS	Annexure – C
4.	COMMERCIAL TERMS & CONDITIONS	Annexure – D
5.	ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS & CONDITIONS (CTACs)	Annexure – E
6.	PROFORMA OF PERFORMANCE BANK GUARANTEE	Annexure - H
7.	SOTR / TECHNICAL SPECIFICATIONS	Attached

**TERMS AND CONDITIONS OF THE TENDER ENQUIRY - GENERAL**

Garden Reach Shipbuilders & Engineers Limited invites bids for entering into a contract for the supply of "5mm & 6mm Thk Grade A Steel Plates" for 7500 DWT Multi-Purpose Vessel Project as indicated below :-

Work Description	Procurement of '5mm & 6mm Thk Grade A Steel Plates'
GRSE Project	Multi-Purpose Vessel
GRSE Yard Numbers	3050 to 3057 [08 ship sets]
GRSE Indent Numbers	1000055358 – 55365 dated 23.09.2024
Tender Number	CSB/PSB/MPV/IND/LT/Steel Plates/008/RA-3065 dated 25 Sep 2024
Portal	<a href="https://eprocuregrse.co.in">https://eprocuregrse.co.in</a>
Nature of Tender	Limited
Reverse Auction	Applicable
Date of Pre-Bid Meeting (if required)	Not Applicable
Bid Submission Start Date & Time	26 September 2024 (12:00 Hrs IST)
Last Date & Time of Receipt of Tender	01 October 2024 (12:00 Hrs IST)
Date & Time of Opening of Tender	01 October 2024 (16:00 Hrs IST)
EMD	Not Applicable
Tender Fee	Not Applicable
Integrity Pact	Not Applicable

- Tender / Bid formats are to be downloaded from the NIC e-portal <https://eprocuregrse.co.in>.
- Offers are to be uploaded in the NIC e-portal using valid Digital Signature Certificate (DSC).

for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. (A Govt. of India Enterprise, under the Ministry of Defence),

(Partha Sarathi Bose)

Dy. General Manager (Commercial Ship Building Department | Supply Chain Management)

Regd. & Corp. Office : 61 Garden Reach Road, Kolkata - 700 024.

Correspondence : Commercial Ship Building Department ('D' Block, 1<sup>st</sup> Floor), GRSE Bhavan Unit, 61 Garden Reach Road, Kolkata – 700 024.

Phone : (033) 2469 8101; extn. 6049 || Email : [Bose.ParthaSarathi@grse.co.in](mailto:Bose.ParthaSarathi@grse.co.in)

Website : [www.grse.in](http://www.grse.in) || CIN : L35111WB1934GOI007891.

ITEM SL. NO.	ITEM DESCRIPTION	QUANTITY PER SHIP	UNIT OF MEASURE	QUANTITY FOR 08 SHIP SETS
1	5MM THIK GRADE A STEEL PLATE AS PER SOTR ----- 5mm Thickness, 10000 x 2000 5mm Thickness, 10000 x 1250	48.0	TO	384.0
2	6MM THIK GRADE A STEEL PLATE AS PER SOTR ----- 6mm Thickness, 10000 x 2000 6mm Thickness, 10000 x 1250	63.0	TO	504.0

**NOTE :-**

- **Only primary steel manufacturers whose rolling mill / process has been certified by DNV Class are eligible to participate in this tender enquiry.**
- **Bidders should ensure inspection of rolling process at defined stages and final inspection of supplies by DNV class.**
- "Technical Specification for supply of Grade A Steel Plates; TSP no. CDO/Hull/MPV/4 dated 22-09-2024" - <07 pages attached>.
- In the event of conflict between the terms & conditions in this NIT and the SOTR, the terms & conditions given in this NIT will prevail.
- Bidders are requested to go through all the clauses / terms of the NIT / tender enquiry before submitting their bids.

**CONTACT DETAILS FOR QUERIES :-**

Query	Name	Contact Number	Email
Technical Specifications	Sunil Kumar Dekka Dy. General Manager (Design)(Hull)	(+91) 33-2469 8101 +91 99115 64003	Dekka.Sunilkumar@grse.co.in
	Abhimanyu Badhavath Manager (Design)(Hull)	(+91) 33-2469 8101 +91 83340 30203	Badhavath.Abhimanyu@grse.co.in
	Akey Sai Pradeep Manager (Design)(Hull)	(+91) 33-2469 8101 +91 85839 79499	Akey.Saipradeep@grse.co.in
Commercial Terms & Conditions	Partha Sarathi Bose Dy. General Manager (CSB)	(+91) 33-2469 8101, extn. 6049 +91 94334 84780	Bose.ParthaSarathi@grse.co.in
	Padmawati Kisku Sr. Manager (CSB)	(+91) 33-2469 8101 +91 98204 46760	Kisku.Padmawati@grse.co.in
GRSE eProcurement Cell	Saraswata Palit Dy. General Manager (eProcurement)	(+91) 33-2489 3902 +91 99037 79626	Palit.Saraswata@grse.co.in

**TECHNICAL TERMS & CONDITIONS OF THE TENDER :**

**1. ELIGIBILITY CRITERIA :-**

- **Only primary steel manufacturers whose rolling mill / process has been certified by DNV Class are eligible to participate in this tender enquiry.**
- **Bidders should ensure inspection of rolling process at defined stages and final inspection of supplies by DNV class.**

**2. Items to be manufactured / supplied strictly as per technical specifications :-**

- "Technical Specification for supply of Grade A Steel Plates; TSP no. CDO/Hull/MPV/4 dated 22-09-2024" - <07 pages attached>.

**3. QUALITY ASSURANCE PLAN :-**

- As per clause no. 5 of the Technical Specifications.

**4. INSPECTION :-**

- As per clause no. 6 of the Technical Specifications.
- Class Inspection / Third Party Inspection Fees and Testing Charges, if any, to be borne by the vendor, including cost for samples.

**5. QUANTITY TOLERANCE :-**

- Quantity Tolerance [weight] = +/- 5%.
- For the purpose of billing, weight of the supplied material mentioned in vendor's invoice vis-a-vis weighment at GRSE yard or any other reputed weighbridge, whichever is lower, would be final and ICGRN would be issued by GRSE (SSY) based on lower weight basis.

----- Bidders are requested to confirm point-wise acceptance of all the clauses of the Technical Specification in the 'Acceptance Format (Matrix) of SOR; Deviations, if any, are to be clearly indicated -----

**ACCEPTANCE FORMAT (MATRIX) OF TECHNICAL SPECIFICATIONS**

Item/Job : Procurement of '5mm & 6mm Thk Grade A Steel Plates' for GRSE Multi-Purpose Vessel project

<b>COMPANY NAME &amp; ADDRESS *</b>	
<b>OFFER REFERENCE NO. &amp; DATE*</b>	
<b>NAME &amp; DESIGNATION *</b>	
<b>CONTACT DETAILS (email-ID, Phone No., Mobile No.) *</b>	

Technical Specification for supply of Grade A Steel Plates; TSP no. CDO/Hull/MPV/4 dated 22-09-2024

Sl. No.	Bidder's Remarks	Bidder's Comments	Sl. No.	Bidder's Remarks	Bidder's Comments
1	Preamble		2	Governing Specifications	
3	Scope of Supply		4	Manufacturing of Steel Plates	
5	Quality Assurance Plan		6	Inspection of Steel Plates	
7	Test Certificates		8	Identification / Packing & Delivery	
9	Tolerances		10	Quantity of Plates	

- Bidders should read the TSP included in the tender carefully prior to filling up this acceptance format.
- This format should be properly filled, signed and returned along with your technical bid for considering your bid.
- Please indicate: ACC - for Accepted, NO – for Not Accepted and DEV – for Deviation taken (and corresponding reference of your Technical Literature submitted separately).
- Separate sheet to be attached for any deviation taken by you.
- TSP Sl. Numbers shown in the format includes the sub Sl. Numbers under them also.

**COMMERCIAL TERMS & CONDITIONS OF THE TENDER :**

Tender must be submitted in the NIC Portal -> <https://eprocuregrse.co.in>

Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -

- GeM (Government eMarketplace) <https://gem.gov.in>
- TReDS (Trades Receivables e-Discounting System) [www.invoicemart.com](http://www.invoicemart.com)

- The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS / Invoicemart in their bids.
- In the event of any bidder not registered in the above two portals or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

**MICRO & SMALL ENTERPRISES (MSES) :-**

- ✚ The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- ✚ The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- ✚ Relevant document, Udyam Registration Certificate [latest/current] for manufacture/supply of tendered goods/services, must be submitted along with the offer for such purpose to claim the benefit.

**PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA) :-**

- ✚ The Public Procurement (Preference to Make in India), Order 2017 - no. P-45021/2/2017-B.E.-II dated 15.06.2017 - and subsequent amendments / guidelines / press publications / circulars to the Order issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India shall be applicable as on the date of opening of the price bids.
- ✚ The bidders are advised to check the website of the DIPP for details of the amendments / circulars issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry.

1. **REGISTRATION ON TReDS PLATFORM :-**

- Micro & Small Enterprise Bidders are required to be registered on the TReDS (Trades Receivables e-Discounting System) - www.invoicemart.com - as per directives of the Government of India.
- Reference Office Memorandum No. DPE-7(4)12007-Fin dated 4<sup>th</sup> May 2020 of the Department of Public Enterprises, Ministry of Heavy Industries & Public Enterprises, Government of India on the subject "Consolidated guidelines to CPSES on procurement from GeM portal and TReDS".
- The bidders are to indicate the registration number allotted by TReDS / Invoicemart in their bids.
- In the event of any bidder not registered in the portal or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.
- Contact Details of INVOICEMART :- Mr. Susanta Layek (Manager- Business Development), 9051918734, Susanta.Layek@invoicemart.com | Mr. Binay Mishra (Relationship Manager), mobile – 9199545258; email – binay1.mishra@invoicemart.com

2. **TENDER TYPE | AUCTION :-**

- This is a limited tender with Reverse Auction.
- Reverse Auction will be applicable as per extant procedure in the NIC portal.

3. **TERMS OF PRICE :-**

- Quoted Price must be F.O.R. destination / GRSE, Kolkata / as mentioned in the SOTR/TSP basis.
- Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing and to be kept firm and fixed till execution of order in full.
- The quoted price should also include all statutory costs required to deliver the material at site along with loading and unloading of the item/s at user/indenter mentioned space/area.
- Price escalation will not be allowed at any stage.
- Quoted price to include all incidental charges viz. inspection charges, testing charges, cost of samples, etc., if any.

4. **TERMS OF DELIVERY :-**

- Items to be delivered at GRSE Main/RBD unit, Kolkata [SOTR/TSP to be referred for details].

5. **DELIVERY SCHEDULE / JOB COMPLETION PERIOD :-**

Items are to be delivered as per following tentative schedule: -

<i>Sl. No.</i>	<i>Yard / Ship No.</i>	<i>Delivery Date at GRSE</i>
1	1 <sup>st</sup> Ship - 3050	January 2025
2	2 <sup>nd</sup> Ship - 3051	January 2025
3	3 <sup>rd</sup> Ship - 3052	March 2025
4	4 <sup>th</sup> Ship - 3053	March 2025
5	5 <sup>th</sup> Ship - 3054	May 2025
6	6 <sup>th</sup> Ship - 3055	May 2025
7	7 <sup>th</sup> Ship - 3056	July 2025
8	8 <sup>th</sup> Ship - 3057	July 2025

- The delivery schedule is the essence of the contract and offers of the vendors deviating from the above are liable to be rejected as commercially non-responsive.

6. **DETERMINATION OF L-1 BIDDER :-**

- This is a divisible tender and tender may be awarded to multiple bidders on group-wise basis.
- L-1 will be determined on group-wise basis.
- Ranking of bids for L1 determination shall be done considering the total "Cost to Company" basis. The taxes and duties will be taken into account for ranking of bids if it is a cost to GRSE.
- Loading factors for deviation in tender terms as per GRSE policy will be applicable.
- Groups :::::
  - ✓ Group 1 : 5MM THIK GRADE A STEEL PLATE



✓ Group 2 : 6MM THIK GRADE A STEEL PLATE

7. **PART ORDER / SPLITTING OF ORDER :-**

- GRSE reserves the right to distribute the purchase order at L-1 matched price on more than one vendor.
- GRSE also reserves the right to split up / distribute the tendered quantity and place purchase order on more than one vendor at the ratio of 60:40 to avoid any disruption in supply [i.e. at least 60% to L1 vendor and 40% to L-2 vendor] subject to L-2 vendor agreeing to match the L-1 price.

8. **PAYMENT TERMS :-**

100% of the value of the purchase order or individual line item, with full taxes and duties, through ECS/NEFT, after delivery and acceptance of material/equipment at GRSE and against submission of Performance Bank Guarantee for 5% value of the order valid till expiry of guarantee/warranty period.

OR

95% of the value of the purchase order or individual line item, with full applicable taxes and duties, through ECS/NEFT, after delivery and acceptance of material/equipment at GRSE. Balance 05% shall be released after expiry of guarantee/warranty period and on claim.

- Payment will be made against Tax Invoice [eInvoice / original / ink-signed with GSTIN, GST rates, relevant HSN / SAC code nos.], Receipted / gate-stamped copy of Invoice / Delivery Challan and ICGRN [Inspection cum Goods Receipt Note of GRSE] / SES [Service Entry Sheet of GRSE].
- The Tax Invoice to be ink-signed, in quadruplicate and with GSTIN, relevant GST rates, HSN / SAC code nos.
- The Tax Invoice, in quadruplicate, is to be stamped by the CISF security personnel at the gate. Please ensure that your representative carries out the same failing which it will not be possible to process payment.
- Transaction fee of ₹ 500.00 for first return and ₹ 1000.00 for subsequent return of bill with inappropriate documents will be charged.
- Bidders are required to confirm clear acceptance of the aforesaid payment terms. In case of deviation, GRSE reserves the right to reject the offer as non-responsive bidder against the tender.

9. **TAXES :-**

- Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered and indicated by the bidder.
- GST percentage along with HSN/SAC codes to be clearly indicated in the techno-commercial bid and in the "Acceptance Format (Matrix) of Commercial Terms & Conditions (CTACs) of Tender Enquiry" – Annexure E.
- Applicable GST shall be @ 5% and to be indicated in the techno-commercial bid in accordance with sl. no. 250, Chapter/Heading 8906 of GST notification.

10. **PERFORMANCE GUARANTEE / WARRANTY PERIOD :-**

- (a) The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of 12 months from the date of delivery at GRSE against improper design, defective materials and faulty workmanship.
- (b) In the event Purchaser/Owner desires to have extension of Guarantee/Warranty period beyond the stipulated period, as above, the vendor/supplier shall quote for the same on monthly basis for the period of such extension.
- (c) A guarantee/warranty certificate is to be submitted with the supply.

11. **TEST / GUARANTEE CERTIFICATE :-**

- Manufacturer / Supplier's Test and Guarantee Certificates [along with any other certificate(s) mentioned in the TSP/SOR/SOTR] indicating compliance of the specification, make, etc. is to be forwarded along with the supply of the items. Necessary catalogue, detail, etc. of the item as applicable, should be furnished by the firm to facilitate receipt inspection.
- For details, please refer clause no. 7 of the attached TSP.

**12. CHARGES FOR EXTENSION OF WARRANTY PERIOD & DELIVERY SCHEDULE :-**

- Warranty extension charges for additional 02 years (per annum charges to be quoted through a separate document).
- Charges for Preponement of delivery on monthly basis (i.e. per month, extendable upto maximum 03 months based on GRSE's requirement) to be quoted through a separate document.
- Charges for Postponement of delivery on monthly basis (i.e. per month, extendable upto maximum 12 months based on GRSE's requirement) to be quoted through a separate document.

**13. PERFORMANCE BANK GUARANTEE :-**

- For claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 5% value of purchase order, in GRSE's format on a non-judicial stamp paper of ₹ 100/, valid for the guarantee/warranty period, must be furnished towards Performance Bank Guarantee before claiming of 100% payment.
- Bank Guarantee is to be sent by your Banker directly to the following address :- Dy. General Manager (Finance - VP), Garden Reach Shipbuilders & Engineers Ltd., GRSE 61 Park unit, 61 Garden Reach Road, Kolkata - 700 024.
- Performance Bank Guarantee format will be provided by GRSE to the awarded Bidder and same to be followed strictly. No other format is acceptable. GRSE standard format is given at Annexure--H of this enquiry.
- Bank guarantee to be issued by any scheduled commercial bank other than co-operative banks.

**14. CONTRACT PERFORMANCE GUARANTEE / SECURITY DEPOSIT :-**

- Not applicable.

**15. VALIDITY OF OFFER :-**

All Tenders/Bids/Offer must remain firm and open for acceptance for 180 days from the due date. Bidder has to unconditionally accept this up to 180 days.

**16. DELIVERY POINT / JOB EXECUTION SITE :-**

- a) Materials are to be delivered at GRSE Stores, Main unit, 43/46 Garden Reach Road, Kolkata – 700024 and/or GRSE Stores, RBD unit, 44 Garden Reach Road, Kolkata – 700044.
- b) Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days. Late supply will not be accepted.
- c) The Tax Invoice, in quadruplicate, is to be stamped by the CISF security personnel at the gate. Please ensure that your representative carries out the same failing which it will not be possible to process payment.
- d) Copies of the purchase order as well as the requisite certificates [Manufacturer's Test Certificate, Guarantee/Warranty Certificate, etc.] are to be available with the consignment.
- e) The consignment is to be delivered through gate no. 2 [Materials Gate] in case the consignment is delivered to GRSE Main unit. In case of other units, the consignment is to be delivered through the appropriate gate.
- f) Please inform the User department well in advance of actual delivery so that necessary arrangements can be made for smooth receipt of the consignment.

**17. CONDITIONAL OFFER :-**

- Conditional offer / hard copy of offer shall NOT be accepted.
- Incomplete bids are liable for rejection.

**18. LIQUIDATED DAMAGES :-**

In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier/vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 10% of the value of the order for delayed part.

**19. RISK PURCHASE :-**

If the materials are not supplied within the stipulated delivery period, GRSE reserves the right to procure the same or equivalent material from alternative source at the bidder's risk, responsibility and cost.

**20. ARBITRATION :-**

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

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

**21. JURISDICTION :-**

The appropriate Court(s) at Kolkata City including the District Court at Alipore, irrespective of the location of the vendor, shall have exclusive jurisdiction over any disputes arising out of the Contract/ Tender.

**22. PACKING :-**

All materials are to be properly packed to protect against ingress of water and dust and to withstand damages/pilferages during transits. All packing/cases should be properly identified and tagged.

**23. INSURANCE :-**

Insurance shall be done by the Bidder at Bidder's cost until and unless total material / system is handed over to GRSE as functional and accepted by GRSE in written format.

**24. OPTION CLAUSE :-**

The Purchaser reserves the right to increase or decrease the quantity to be ordered by 25-30% of bid quantity, at the time of placement of contract.

**25. FALL CLAUSE :-**

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

**26. LOADING FOR DEVIATIONS IN TERMS AND CONDITIONS :-**

- a) Loading due to Additional Delivery Period ::: For the additional delivery period sought by the bidder over the stipulated delivery schedule as per Tender, 0.50% per completed week will be loaded to the landed cost at GRSE, provided the extended delivery period is acceptable to GRSE.
- b) Loading due to Payment Terms Deviation ::: Loading on amount at variation (landed cost at GRSE) @ MCLR found in RBI as on tender closing date plus 2% for the period at variation.
- c) Loading due to LD Terms deviation ::: Deviations sought in respect of rate per week and / or maximum ceiling in respect of liquidated damages shall be loaded to the landed cost at GRSE.
- d) Deviation in respect of the period of Warranty/Guarantee ::: Deviation in respect of the period of warranty/guarantee shall be loaded to the landed cost at GRSE @warranty/guarantee extension charge quoted by bidder for 2 years from initial warranty period sought in tender documents. If bidder does not quote for warranty period extension charge, then @ 0.25% per month for period of warranty in deviation shall be loaded to the landed cost at GRSE.

**27. INDIGENIZATION :-**

- OEM / Suppliers / Sellers, while participating in the bid, shall clearly indicate the indigenous content in terms of percentage in the Commercial bid of the tender.
- Bidders shall provide details on list of items being imported, proposed indigenization content, model and plan towards indigenization in their techno-commercial offer. The proposed indigenization plan shall be formulated in such a manner that there is a progressive increase towards indigenization as well as items from first ship set to the last.

**28. SECRECY CLAUSE :-**

All information given to the Bidder for the execution of the order is to be treated as SECRET/CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of the Order. Any information/drawing, etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole/part or duplicated, modified, divulged and/or disclosed, to a third party and not misused/used in any other form whatsoever without the Purchaser's prior consent in writing except to the extent required for the execution of this Order. At the time of tendering, the Bidder has to give an undertaking in favour of G.R.S.E. that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to G.R.S.E. in this respect.

**29. PRICE TEMPLATE : -**

Vendor has to follow / fill-in the price template available in the tender. Unit price, necessary GST tax code, all other charges should be mentioned separately in the bid. If there is no provision for the same, then Bidder has to submit the detailed price break-up mandatorily for regularising SAP purchase order in GRSE.

**30. COMPLIANCE MATRIX : -**

Compliance matrices, wherever available in the tender, is to be mandatorily submitted by the bidder with their technical offer. Non-submission of compliance matrix may lead to cancellation/rejection of offer.

**31. CANCELLATION OF ORDER :-**

In the event of progress being poor, GRSE reserve the right to cancel the order. Cancellation charges, if any, will not be paid to the bidder on this account.

**32. COMPLIANCE WITH LAWS :-**

Bidder has to guarantee/warrant that all goods purchased against the enquiry/bid shall conform to all applicable city, States and Central Laws, Ordinances and Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.

33. GRSE shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives an injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.

34. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.

GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

35. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

**36. APPLICABLE RULES & LAWS :-**

Considering the nature of work to be carried out by the contractor through the purchase order / contract to be awarded against this tender enquiry, deployment of contract workers inside the factory premises may be found to be imperative. In such instances, the contractor has to mandatorily comply with the following labour enactments for deployment of their workers inside GRSE :

- a) The Factories Act, 1948 and The West Bengal Factories Rules, 1958
- b) The Contract Labour (R & A), Act, 1970 and The Central Rules, 1971
- c) The Payment of Wages Act, 1936
- d) The Minimum Wages Act, 1948
- e) The ESIC Act, 1948
- f) The Payment of Bonus Act, 1965 & The Payment of Bonus (Amndt.) Act, 2019
- g) The PF & MP Act, 1952
- h) The Industrial Disputes Act, 1948
- i) Any other labour enactments as amended by The Central Govt. through Gazette Notification from time to time.

37. The item/(s) is/are required urgently and, as such, the due date of the tender enquiry might not be extended.

----- Bidders are requested to confirm point-wise acceptance of all the commercial clauses in the 'Commercial Acceptance Format (Matrix) of Special Terms & Conditions (STACs) Of Tender Enquiry' - attached; Deviations, if any, are to be clearly indicated -----

**ANNEXURE - E****ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS & CONDITIONS (CTACs) OF TENDER ENQUIRY**

CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
1	TReDS Registration no.	
2	Tender Type   Auction	
3	Terms of Price	
4	Terms of Delivery	
5	Delivery Schedule / Job Completion Period	
6	Determination of L-1 Bidder	
7	Part Order / Splitting of Order	
8	Payment Terms	
9	Taxes	
10	Performance Guarantee / Warranty Period	
11	Test / Guarantee Certificate	
12	Charges for Extension of Warranty Period & Delivery Schedule	
13	Performance Bank Guarantee	
14	Contract Performance Guarantee / Security Deposit	
15	Validity of Offer	
16	Delivery Point / Job Execution Site	
17	Conditional Offer	
18	Liquidated Damages	
19	Risk Purchase	
20	Arbitration	
21	Jurisdiction	
22	Packing	
23	Insurance	
24	Option Clause	
25	Fall Clause	
26	Loading for Deviations in Terms and Conditions	
27	Indigenization	
28	Secrecy Clause	
29	Price Template	
30	SOTR Compliance Matrix	
31	Cancellation Of Order	
32	Compliance with Laws	
33	Workmen's Compensation Act	
34	Tender Acceptance / Rejection / Split	
35	Price Negotiation with L-1	
36	Applicable Rules & Laws	
37	Tender Extension	

CTACs Clause no.	CTACs Clause Description	Bidder's Remarks
38	Submission of EMD	Not Applicable
39	Submission of MSE certificate	
40	Submission of Integrity Pact	Not Applicable

<b>NAME</b>	
<b>DESIGNATION</b>	
<b>COMPANY NAME, ADDRESS, E-MAIL, MOBILE / LANDLINE NO. :</b>	

**NOTE:**

1. Bidders should read the Commercial Terms and Conditions (CTACs) included in the Tender carefully prior to filling up this acceptance format.
2. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
3. Please indicate : ACC- for Accepted, NO – for Not Accepted and DEV – for Deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. CTACs clause numbers shown in the format include the sub clauses under them also.

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**PROFORMA OF PERFORMANCE BANK GUARANTEE**

(To be executed on non-judicial stamp paper of ₹ 100/- purchased in the name of the executing Bank)

THIS DEED OF GUARANTEE made in this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called 'THE BANK') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE PART and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS Messrs. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereafter called 'THE SELLER') have accepted an Order No. \_\_\_\_\_ for supply of \_\_\_\_\_ from the Buyer to manufacturer and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising of the value of order amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the satisfactory performance of the equipments supplied against the order at least for a period of \_\_\_\_\_ from the date of supply, i.e. from \_\_\_\_\_ AND WHEREAS the Buyer, has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. \_\_\_\_\_ only, as may become payable to the Buyer by the Seller by virtue of or arising out of the terms and conditions of the said order, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or dissolution or winding up of the business of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the Buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in



connection with said order have been fully satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till \_\_\_\_\_ and is limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force upto \_\_\_\_\_ unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

SEAL of the Bank

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