



Garden Reach Shipbuilders & Engineers Limited
(A Govt. of India Undertaking Under Ministry of Defence)
61 GARDEN REACH ROAD KOLKATA – 700024
Home Page :: www.grse.in
Ph :: 2469-8100 To 8113
CIN No. :: L35111WB1934GOI007891



:: NOTICE INVITING TENDER ::

ITEM: SUPPLY OF UMBRELLA FOR CSR

E-TENDER NO.: PUR/AD/ST/MT-32/ UMBRELLA/ET-3289

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)
MANAGER (PURCHASE)

For any clarification please contact –

<u>Sl.</u>		<u>Contact Details</u>
1.	For any kind of technical specification related queries	Mr. Rabi Sah, Manager (HR) Email: Sah.Rabi@grse.co.in Phone: 9163017542
2.	For any kind of commercial related queries	Mr. Arup Das, Manager (Purchase) E-mail: das.arupkr@grse.co.in Mr. Saraswata Palit, DGM (Purchase) Email: Palit.Saraswata@grse.co.in
3.	For any kind of tender uploading / registration / view problem / queries	GRSE E-Procurement Cell E-mail : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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-: INSTRUCTIONS TO BIDDERS:-

1. **PRICE DISCOVERY & PRICE BASIS:** - Price shall be discovered through online, to be conducted by M/s National Informatics Centre (NIC), service provider to GRSE.
2. Tender must be submitted in system generated data sheet format which is provided through E-Procurement in Two Part (Techno-Commercial Bid & Price Bid). The mentioned information should be clearly filled up in E-Procurement and upload the same. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled. Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E- Procurement mode
3. Techno-commercial bid must be submitted within due date through e-tendering system procedure.
4. Online Bill Processing System: - GRSE has implemented Online Bill Processing system portal wherein you could access Purchase Orders, upload BG in pdf (original is to be sent directly from banker to dealing officer), drawing forwarding letter, QAP, WDC and submit bills either digitally signed. While status of goods entry at GRSE, Goods receipt, ICGRN and payment status with payment advice could be accessed through the portal once these are generated with one working day gap. Whole procurement process shall be governed by online system ONLY (Starting from placement of PO till payment and release of BG. Vendor may access the website <https://www.obps.grse.in> .Signup procedure and other details is available in the attached user manual. Your login id is your vendor code prefixed with "00". Say your vendor code is xxxxxxxx then Signin id will be "00 xxxxxxxx".
5. It is a two-part bid hence request not to quote anything pertaining to price in technical bid. If any price is submitted along with the technical bid offers will be outrightly rejected.



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- COMMERCIAL TERMS & CONDITIONS -

- 1. TERMS OF PRICE:** - Quoted price in INR must be on F.O.R. destination GRSE Kolkata basis, inclusive of all taxes & duties and to be kept fixed and firm till execution of order in full. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier. No price escalation is allowed at any stage. No any other charges will be paid extra.
- 2. DELIVERY SCHEDULE:** - Earliest by within 12.10.2025.
- 3. DELIVERY POINT:** - GRSE Diesel Engine Plant, Ranchi, Jharkhand. Billing to be done at GRSE, Kolkata address.
- 4. EXECUTION OF ORDER:** - Order once placed must be executed in full within the stipulated schedule period.
- 5. MODE OF DISPATCH:** - To be delivered at vendor's own cost. E-way bill to be arranged by vendor end if required.
- 6. PAYMENT TERMS:** - 100% payment with full tax through ECS/NEFT within 30 days against online submission of GST E-invoice/ Digitally Signed Invoice through OBPS portal with Gate In entry report and acceptance of material i.e. GR as appeared in OBPS. GR will be issued only after receipt & acceptance of material by the inspection authority.
- 7. INSPECTION AUTHORITY:** - Receipt inspection by GRSE, HR (CSR) Dept. or his authorized representatives GR will be issued by GRSE, HR (CSR) after receipt and acceptance of the items.
- 8. TAX:** - Only GST is applicable and no other taxes like cess will be paid. Applicable rate of GST & its HSN code must be clearly indicated in Techno-Commercial bid.
- 9. LIQUIDATED DAMAGES:** - For delay in completion, if any, Liquidated Damages (LD) will be imposed @ 1/2% per week or part thereof on the undelivered portion of the order subject to maximum of 10% of the value of the order.
- 10. 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 Contracted Supplier's risk, responsibility & cost.
- 11. FORECLOSURE:** - If at any time after acceptance of the tender and conclusion of Contract, GRSE shall decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the Supplier and the supplier shall act accordingly in the matter. The supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The Supplier shall be paid at contract rates full



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amount for supply executed at site and in addition, a reasonable amount as certified by the store :-

- (a) Any expenditure incurred on preliminary site work at GRSE, if any.
- (b) Reasonable compensation for transfer of tools, cylinders & other relevant equipment from GRSE site to Supplier/Contractor's permanent stores or to his other works, whichever is less. If tools & plants are not transported to either of the said places, no cost of transportation shall be payable.
- (c) The reasonable amount of items on (a) & (b) above shall not be in excess of 2% of the cost of the Supplies remaining incomplete on the date of closure.
- (d) Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with- any outstanding balances due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contractor.

12. CANCELLATION OF TENDER/ORDER: - GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

13. FORCE MAJEURE: - Standard Force Majeure condition at the supplier's own, works /establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure conditions. Vendor is to submit relevant proof/document well in time to buyer to inform F.M. condition.

14. 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



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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.

15. JURISDICTION: - All the disputes arising out the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata Court irrespective of the location of the Supplier.



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ANNEXURE: -I

ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS

(Refer to Commercial Term & Conditions)

ITEM: SUPPLY OF UMBRELLA

FIRM NAME & ADDRESS					
CONCAT PERSON: -					
E-MAIL: -					
MOBILE: -					
FIRM OFFER REFERENCE NO. & DATE (IF ANY)					
Commercial Clause no.	Bidders Remarks	Commercial Clause no.	Bidders Remarks		
1		9		GSTIN	
2		10		PAN	
3		11		HSN	
4		12		GST%	
5		13			
6		14			
7		15			
8		----	-----		

NOTE:

1. **IN BIDDERS REMARK COULMN PLEASE INDICATE:** ACC – For accepted, NO – For not accepted and DEV – For deviation. Separate sheet to be attached for any deviation; ACC- For accepted, NO – For not accepted and DEV – For deviation taken
2. Bidders should read the Commercial Terms & Conditions included in the Tender carefully prior to filling up this acceptance format.
3. This format should be properly filled, signed and returned along with your technical bid for considering your bid.
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.

**Signature of VENDOR's
Authorized Rep. with Office Stamp**