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गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(भारत सरकार का प्रतिष्ठान) (A GOVT. OF INDIA UNDERTAKING)

43/46, गार्डन रीच रोड, 43/46, Garden Reach Road,

कोलकाता-700 024 Kolkata 700-024

सी.आई.एन (CIN): L35111WB1934GOI007891

फोन Phone: 2469-8100 से 8113

बिस्तार Extn. - 225

फैक्स Fax : (033) 3932/ 2020

वेबपेज Webpage : www.grse.in

ई-मेल : Kandir.Anukaran@grse.co.in

शुद्धिपत्र (V) CORRIGENDUM (V)

निविदा संदर्भ सं Tender Ref. No.: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930**
विषय Item: **RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER**

The following are to be read in conjunction with the tender document:-

1. Amendment in NIT: Following NIT articles has been modified as given below:

Article No	Existing Clause	To be read as
	ARTICLE 19: ELIGIBILITY CRITERIA	Article 19 Note
Article 19 Note	Financial Criteria a. Bidder should have average minimum Annual Turnover of Rs.1.00 Cr. during last 03 (three) financial years ending on 31.03.2022.	Financial Criteria a. Bidder should have minimum annual turnover of Rs.50.00 Cr. In each of the three years out of last five years from the financial years ending on 31.03.2022.

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

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

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

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

07/04/2023
अधिकृत हस्ताक्षरी
Authorized Signatory



गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

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शुद्धिपत्र (IV) CORRIGENDUM (IV)

निविदा संदर्भ सं Tender Ref. No.: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930**
विषय Item: **RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER**

The following are to be read in conjunction with the tender document:-

1. Amendment in NIT: Following NIT articles has been modified as given below:

Article No	Existing Clause	To be read as
	ARTICLE 19: ELIGIBILITY CRITERIA	Article 19 Note
Article 19 Note		(c) Disqualification: Non-performing Freight forwarders as well as freight forwarder against which complain obtained from foreign suppliers shall be considered as disqualified and will be prohibited from participating the tender.

2. Amendment in SOTR: Following SOTR clauses has been modified as given below:

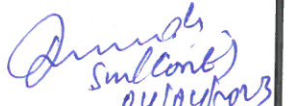
Article No	Existing Clause	To be read as
C.8	Disclosure of Overseas Agents details: Complete contact details of Overseas /Foreign Associates / foreign offices / Overseas Agents for handling the Jobs, shall be provided by the service provider, in a table format.	C.8 Disclosure of Overseas Agents details: Complete contact details of Overseas /Foreign Associates / foreign offices / Overseas Agents of all the countries worldwide for handling the Jobs, shall be provided by the service provider, in a table format in a MS excel file in the technical Bid.
C.8		C.8 (a) Overseas co-ordination: The Overseas / Foreign Associates / foreign offices / Overseas Agents of the freight forwarder of GRSE shall co-ordinate with GRSE overseas supplier for collection and forwarding of consignment. All email communication on this liaising activity shall be done with a copy to GRSE nodal officers and this shall strictly be followed, failing which displeasure notice and penalty will be applicable.

Article No	Existing Clause	To be read as
C.8		C.8 (b) Independence of Overseas Agents: The service provider / freight forwarder of GRSE shall only nominate the Overseas / Foreign Associates / foreign offices / Overseas Agents of the freight forwarder who shall operate independently at the originating country.
C.8		C.8 (c) Prohibition on unfair Influence: Service provider / freight forwarder (Indian entity) shall refrain from unjust influencing their Overseas / Foreign Associates / foreign offices / Overseas Agents in any unfair manner or interest.
C.8		C.8 (d) Limit of AWB Charge: Service provider / freight forwarder may charge the GRSE foreign supplier not more than USD 60 (maximum) for issuing AWB against each of the normal FCA / EXW consignment.
C.8		C.8 (e) No claim to overseas Supplier: Except referred AWB issuing charge, no other charge shall be claimed from GRSE overseas supplier for FCA consignment. All the other expenses at the originating country shall be considered with in the freight amount chargeable to GRSE. Service provider shall submit their quote considering these factors.

3. Revised Tender Submission Due Date: 10.04.2023 (12:00 बजे 12:00 noon)
Revised Tender Opening Date: 11.04.2023 (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.

निविदा के अन्य सभी नियम एवं शर्तों में कोई बदलाव नहीं है.
 ALL OTHER TERMS & CONDITIONS OF THE TENDER ENQUIRY REMAIN UNALTERED.


 अधिकृत हस्ताक्षरी
 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 Ministry of Defence

43/46 गार्डन रीच रोड,
कोलकाता - 700 024

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 (III): निविदा के जमा तिथि के विस्तार के लिये

CORRIGENDUM (3): FOR EXTENSION OF DUE DATE OF TENDER

निविदा संदर्भ सं Tender Ref. No.: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930**

विषय Item: **RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER**

जमा तिथि Due date: **30.03.2023** (12:00 बजे 12:00 noon)

विस्तारित जमा तिथि Extended Due Date: **04-April-2023** (12:00 बजे 12:00 noon)

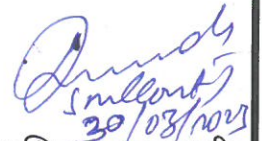
खुलने की तिथि Opening date: **05-April-2023** (14:00 बजे 14:00 hrs.)

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.

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

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


30/03/2023

अधिकृत हस्ताक्षरी
Authorized Signatory



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

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email: mtl.eproc@grse.co.in
दुरभाष Phone: 033-24893902
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CIN:
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GST Registration No.
19AAACG9371K1Z4

शुद्धिपत्र (II): निविदा के जमा तिथि के विस्तार के लिये
CORRIGENDUM (2): FOR EXTENSION OF DUE DATE OF TENDER

निविदा संदर्भ सं Tender Ref. No.: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930**

विषय Item: **RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER**

जमा तिथि Due date: **24.03.2023** (12:00 बजे 12:00 noon)

विस्तारित जमा तिथि Extended Due Date: **30-March-2023** (12:00 बजे 12:00 noon)

खुलने की तिथि Opening date: **31-March-2023** (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.

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

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

अधिकृत हस्ताक्षरी
Authorized Signatory



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ई-मेल : Kandir.Anukaran@grse.co.in

शुद्धिपत्र (1) CORRIGENDUM (1)

निविदा संदर्भ सं Tender Ref. No.: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930**

विषय Item: **RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER**

The following are to be read in conjunction with the tender document:-

1. Amendment in NIT: Following NIT articles has been modified as given below:

Article No	Existing Clause	To be read as
9 (i)	ARTICLE 9: PRICE - (i) Bidder shall quote discount percentage (%) of IATA tariff as appropriate for Air freight services, applicable for all pair of airports as available in IATA notifications / Website. The upper limit of quoted discount percentage (%) shall be restricted to 50% of IATA tariff. Bidder shall quote discount rate in percentage (%) terms lower than this upper limit.	ARTICLE 9: PRICE - (i) Bidder shall quote "applicable percentage (%)" of IATA tariff for Air freight services, applicable for all pair of airports as available in IATA notifications / Website. The upper limit of quote in "applicable percentage (%)" shall be restricted to 50% of IATA tariff. Bidder shall quote applicable rate in percentage (%) terms lower than this upper limit.
14 (b)	ARTICLE 14: DETERMINATION OF L1 b. On establishment of L1 rate after opening of price bid, reverse auction will be held amongst the eligible bidders on the basis of their quoted discount percentage. L1 rate (discount percentage of IATA rate) shall be considered as base price for reverse auction.	ARTICLE 14: DETERMINATION OF L1 b. On establishment of L1 rate after opening of price bid, reverse auction will be held amongst the eligible bidders on the basis of their quoted percentage. L1 rate (i.e. percentage of IATA rate) shall be considered as base price / rate for reverse auction.
15	ARTICLE 15: BOQ RATE (In %) Discount percentage (%) of IATA tariff as appropriate for Air freight services, applicable for all pair of airports as available in IATA notifications / Website	ARTICLE 15: BOQ RATE (In %) Percentage (%) of IATA tariff as appropriate for Air freight services, applicable for all pair of airports, available in IATA notifications / Website.

2. Amendment in SOTR: Following SOTR clauses has been modified as given below:

Clause No	Existing Clause	To be read as
D.5	Rate of Payment: GRSE shall make the payments to the Consolidator / freight forwarder as per the agreed rate (%) of IATA rate (which shall include any statutory charges & levies, special charges / surcharges, FSC, SSC, DO & any other charges at origin and destination port).	Rate of Payment: GRSE shall make the payments to the Consolidator / freight forwarder as per the agreed rate (%) of IATA tariff (which shall include any statutory charges & levies, special charges / surcharges, FSC, SSC, DO & any other charges at origin and destination port).
D.6 (b)	Final Air freight: Final Air freight shall be calculated discounting the base freight with agreed discount rate over the Base freight, obtained from IATA rates.	Final Air freight: Final Air freight shall be calculated on agreed percentage (%) of IATA tariff.

3. Revised Tender Submission Due Date : 24.03.2023 (12:00 बजे 12:00 noon)

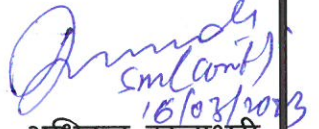
Revised Tender Opening Date : 27.03.2023 (14:00 बजे 14:00 hrs.)

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

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

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


अधिकृत हस्ताक्षरी
Authorized Signatory

GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

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(A GOVERNMENT OF INDIA UNDERTAKING)
(भारत सरकार का प्रतिष्ठान)

Address 43/46, Garden Reach Road, Kolkata-700 024

Phone दूरभाष: (033)2469-8100 to 8113 Extn बिस्तार 200/203/204/211, FAX फैक्स: (033)2469 3932

Web site वेब: www.grse.in, E-Mail ई मेल: Kandir.Anukaran@grse.co.in

CIN सीआईएन: 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 & Sub-Contractors 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 No निविदा संख्या: **SCC/AJK/OT (PRESS)/INT AIR FREIGHT/067/N.ET-1930 Dated 27.02.2023**

Job Title कार्य का नाम: "RATE CONTRACT FOR AIR TRANSPORTATION OF IMPORT CONSIGNMENT OF GRSE FROM DIFFERENT PARTS OF THE WORLD TO KOLKATA AIRPORT ENGAGING A FREIGHT FORWARDER" as per **SOTR Ref. No: ImpEx/Air Freight ARC/2023 Dt. 30.01.2023 (Annexure 1)**

Tender issuing Dept. बिभाग द्वारा जारी: Contract Cell

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATES समायावली की अनुसूची:

SCHEDULE सारणी		
Pre Bid Meeting बोली-पूर्व बैठक	NA	
Tender Due Date निविदा जमा की अंतिम तिथि	20.03.2023	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथि	21.03.2023	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधि	120 days from Tender due date	

ARTICLE 2 अनुच्छेद-1: COMMERCIAL REQUIREMENT FOR THE NIT निविदा की ब्यवसायिक आवश्यकता:

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मुल्य (स्टैक के परिच्छेद 03 मे उदधृत)	INR 500.00
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 मे उदधृत)	INR 4,00,000/-
Security Deposit (SD) प्रतिभूति	One time Security Deposit – Rs. 1,00,000.00
Billing Frequency बिल करने की अवधी	Monthly
Evaluation of L1 एल1 का मूल्यांकन	L1 will be decided on totality basis quoting the lowest percentage (%) of IATA tariff.

ARTICLE 3 अनुच्छेद-3: ANNEXURES FORMS PART OF THIS TENDER निविदा की संलग्नक प्रपत्र:

Please find all enclosures as indicated below in GRSE website by clicking the link <http://www.grse.in/index.php/tender.html> and then click Enclosure to all sub-contracting activities.

ARTICLES ENCLOSED FORMING PART OF THIS e-TENDER ई-निविदा अंतर्गत संलग्नक परिच्छेद		
Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR) and Special Terms and Conditions	Yes
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC) (please refer www.grse.nic.in)	Yes
Annexure 3 संलग्नक-3	Format for - Integrity Pact (please refer www.grse.nic.in)	Yes
Annexure 4 संलग्नक-4	Format for Technical Eligibility Criteria (Attached with NIT)	Yes
Annexure 5 संलग्नक-5	Format for Financial Eligibility Criteria (Attached with NIT)	Yes
Annexure 6 संलग्नक-6	Format for Self Certification (Attached with NIT)	Yes
Annexure 7 संलग्नक-7	Fire & Safety Guidelines (please refer www.grse.nic.in)	Yes
Annexure 8 संलग्नक-8	Special condition of contract (please refer www.grse.nic.in)	Yes
Annexure 9 संलग्नक-9	Contractors Responsibility (please refer www.grse.nic.in)	Yes
Annexure 10 संलग्नक-10	General Requirement (please refer www.grse.nic.in)	Yes
Annexure 11 संलग्नक-11	Check List for Bill submission (please refer www.grse.nic.in)	Yes

Annexure 12 संलग्नक-12	Format for - Bank Guarantee Format for EMD (please refer www.grse.in → Tender → Enclosures Related to tenders of Sub-Contracting Activities)	Yes
Annexure 13 संलग्नक-13	Format for - Bank Guarantee Format for SD (please refer www.grse.nic.in)	Yes
Annexure 14 संलग्नक-14	Format for - Bank Guarantee Format for PBG (please refer www.grse.nic.in)	No
Annexure 15 संलग्नक-15	Guide line for Bank Guarantee (please refer www.grse.nic.in)	Yes

ARTICLE 4 अनुच्छेद-4: DOCUMENTS TO BE UPLOADED अपलोड हेतु दस्तावेज

Self-Attested documents are to be scanned and uploaded with Part I of e-bid ई-बिड के भाग-1 के साथ स्कैन एवं अपलोड हेतु स्वअभिप्रामाणित दस्तावेज		Required
1	DD/PO or MSE/NSIC Exemption certificate towards tender fee	YES
2	DD/PO /BG or MSE/NSIC Exemption certificate towards EMD	YES
3	Technical Acceptance format as available with NIT after being downloaded and filled up	YES
4	Commercial Acceptance Format as available with NIT after being downloaded and filled up	YES
5	Documents meeting the Technical Eligibility Criteria as per format at Annexure 4	YES
6	Documents meeting the Financial Eligibility Criteria as per format at Annexure 5	YES
7	Audited/Certified Annual Accounts and Annual Report for last three years in support of Financial Eligibility.	YES
8	PAN /TAN, GST, Labour License Certificate, Registration Certificate of the Company with ROC	YES
9	Integrity Pact (refer clause 01 of STAC)	YES
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner	YES

- Registered Bidders with GRSE need not upload para 8 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
- Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO

ARTICLE 5 अनुच्छेद-5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT वास्तविक प्रपत्र जो जमा करने

हैं:

PHYSICAL SUBMISSION			
SL	DESCRIPTION	DETAILS/TIME SCHEDULE	REQUIREMENT
1	Tender Fee instrument	Within 03 days from opening of Part I bid	Yes
2	EMD Instrument	Within 03 days from opening of Part I bid	Yes
NOTE:	If instruments submitted through demand draft, the	GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED	

	same to be drawn in favour of:		
	The demand drafts should be payable at	Kolkata	
3	Integrity Pact (if reqd.)	Within 03 days from opening of Part I bid	Yes

Above original Negotiable Instruments as stipulated, to reach to Senior Manager, Contract Cell, Commercial Department, New Building complex, 1st Floor, GRSE Main Unit, 43/46, Garden Reach Road, Kolkata-700 024 within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it

ARTICLE 6 अनुच्छेद-6: JOB EXECUTION SCHEDULE कार्य निष्पादन सूची

(A) Tenure of Contract संविदा कार्यकाल- The contract will be for two years (24 months) which may be extended further for 01 year depending upon satisfactory performance by the agency on mutual consent basis.

(B) Job Starting Date कार्य आरम्भ तिथी- Tentatively from 1st May 2023 on Order placement as per instruction and requirement of GRSE NCM & Import Department.

(C) JOB COMPLETION TIME – (i) Delivery Period for Normal Cargo: Consignments shall be delivered at Kolkata airport or any other Indian airport (as per specific Instruction from GRSE) within 07 days from collection / receipt of cargo from the overseas suppliers.

(ii) Delivery Period for DG or ODC Cargo: DG or ODC Cargo shall be delivered at Kolkata airport or any other Indian airport (as per specific Instruction from GRSE) within two weeks from collection / receipt of cargo from the overseas suppliers.

(iii) Delivery period for Express Cargo / Exigency Cargo: Delivery period for Express Cargo / Exigency Cargo on Back- to- back transportation basis shall be less than delivery period for normal / DG / ODC cargo as negotiated before dispatch of shipment.

ARTICLE 7 अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन -

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the NCM & Import Dept. are to be followed.

ARTICLE 8 अनुच्छेद-8: GURANTEE & WARRANTEE गारंटी एवं वारंटी -

Not Applicable

ARTICLE 9 अनुच्छेद-9: PRICE मूल्य -

- (i) Bidder shall quote discount percentage (%) of IATA tariff as appropriate for Air freight services, applicable for all pair of airports as available in IATA notifications / Website. The upper limit of quoted discount percentage (%) shall be restricted to 50% of IATA tariff. Bidder shall quote discount rate in percentage (%) terms lower than this upper limit.
- (ii) Upper limit of quote: Rate quoted in percentage (%) of IATA tariff shall be equal to or less than 50 with decrement step of 1%.
- (iii) **Restriction on fraction and round of methodology:** Percentage (%) quote in fraction of whole number will not be acceptable, only integer value shall be quoted. All Fraction (if quoted) greater than equal to 0.5, will be rounded off to the next higher integer value and Fraction less than 0.5 will be rounded to lower integer value.
- (iv) **Quoted rate in the price bid will show as INR value but it is to be treated as percentage value.**

Price is to be quoted with all taxes & duties. **GST is to be indicated separately and will be paid extra.** No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

Bidder should quote all rates against the line item as per price bid format.

Reverse auction: After opening of price bid, reverse auction will be held on total price basis. L1 price in totality shall be considered as base price for reverse auction.

ARTICLE 10. अनुच्छेद-10: ESCALATION मूल्य वृद्धि – NA

ARTICLE 11 अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव -

- 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 analyzed w.r.t. tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected and the tender will be cancelled. During re-tendering, such bidder with low quote will not be allowed for participation.
- iii. If justification is acceptable to GRSE, then Bidder have to submit a declaration to execute the job till satisfactory completion of entire contract. In case of breach of contract, GRSE shall reserve the right to impose Tender Holiday for a period of at least 01 year.

ARTICLE 12 अनुच्छेद-12: OFFER VALIDITY प्रस्ताव की वैधता-

Offer is to be valid for 120 days from the date of opening of Part-I bid i.e Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

ARTICLE 13 अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOTR will not be accepted. However, in case of bidder wish to deviate on any/ same commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However, GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE then suitable loading for such deviation on the price quoted by the bidder will be considered prior to determine the L1 price.

ARTICLE 14 अनुच्छेद-14: DETERMINATION OF L1 एल-1 का चयन -

- a. L1 will be decided in Reverse Auction after price evaluation of bids in terms of the lowest percentage (%) of IATA tariff.
- b. On establishment of L1 rate after opening of price bid, reverse auction will be held amongst the eligible bidders on the basis of their quoted discount percentage. L1 rate (discount percentage of IATA rate) shall be considered as base price for reverse auction.

- c. L-1 offer will be decided on the basis of lowest quoted % of IATA tariff for Normal / General cargo obtained through Reverse Auction process.
- d. Reverse Auction Schedule: Price bid opening and Reverse Auction Schedule will be notified after completion of Technical and Commercial Negotiation with the participating bidders.

ARTICLE 15 अनुच्छेद-15: BOQ बी ओ क्यू -

BOQ as part of SOTR given in the tender is indicative for quoting the rate only.

SL.	DES.	QTY.	RATE (In %) Discount percentage (%) of IATA tariff as appropriate for Air freight services, applicable for all pair of airports as available in IATA notifications / Website
1	Air Freight Service applicable for all pair of Airports	01 LOT	

ARTICLE 16 अनुच्छेद-16: OPENING OF BIDS निविदा खुलना -

Part I techno-commercial bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualifies techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for further processing. If any bidder qualifies for trial order, price bid of the bidder shall not be opened prior to successful completion of trial.

ARTICLE 17 अनुच्छेद-17: MICRO & SMALL ENTERPRISES सूछम एवं छोटे उद्योग -

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSE document. (Detail at Clause 2 of STAC)

ARTICLE 18 अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुल बिडर के लिए ठेका कार्य - NA.

ARTICLE 19 अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रता के मापदंड -

Technical Criteria (i) –

In order to participate in the bidding process, the service provider shall meet eligibility criterion as illustrated below:

- a. Equipment and Managerial Capability: The bidder / participants in the bidding process shall have appropriate establishment / office at Kolkata with adequate facilities to maintain air transportation operations from this location. The facilities shall include (i) at least two or more numbers PC / laptop with internet connectivity, (ii) Telephone / Mobile phone for

communication, and (iii) Adequate numbers of competent employees (two or more) in the direct payroll of the company at Kolkata Office / establishment.

- b. Bidder shall submit (i) Trade license / Certificate of establishment / Land line (Telephone) Bill / Electricity Energy Bill / Rent Agreement / Title deed of the office premises wherein their Office address at Kolkata shall clearly be mentioned, evidencing establishment / office at Kolkata.
- c. Telephone / Mobile phone number of their Kolkata office shall be intimated in the Bid with name of the nodal person posted at Kolkata.
- d. Details of competent employees / nodal persons posted at Kolkata shall be mentioned in the Bid with their academic as well as professional qualifications, substantiating their competency.
- e. Appointment letter / salary statement / relevant portion of payroll register of the company wherein the name of the employees posted at Kolkata is mentioned shall be submitted with the bid, evidencing maintenance of establishment / office at Kolkata with adequate manpower.
- f. Dangerous goods (DG) certified staff: Service provider shall have certified personnel (of Civil Aviation Authority / GCAA / IATA / ICAO / AAI) in their role to certify, advice and appropriate handling of dangerous goods as required for transportation of DG cargo. Certificate of authorised DG cargo handling personnel shall be submitted with the bid.
- g. Past Experience: Service provider / Air Freight forwarder shall have past experience on providing air transportation service to any Indian Government entity / Public Sector Undertaking (PSU) organizations / Reputed private entity with average annual turnover more than INR 1000 crore (shall be substantiated with documents) / any SEBI listed company in last three years for a period not less than one year. The Air freight forwarding activity shall include air transportation of cargo from different parts of the world to India (i.e. Import consignments) or air transportation of cargo from India to different parts of the world (export consignments) spreading across the continents.
- h. Documentary evidence like performance certificate/ Job done certificate along with relevant PO / Rate Contract agreement shall be submitted with the technical bid to qualify for participation in the bidding process. Or
- i. MAWB / HAWB of air consignment wherein Freight forwarder name, Consignee's Name (for import air consignment) or Shipper's Name (for Export air consignment) is mentioned may be submitted to substantiate performance of air transportation job.

Financial Criteria

- a. Bidder should have average minimum Annual Turnover of **Rs.1.00 Cr.** during last 03 (three) financial years ending on 31.03.2022.

- b. Audited Balance Sheet and Profit & Loss Account of the company for last 03 (three) financial years need to be submitted in support of above requirement.
- c. Format for Financial Eligibility Criteria in this regard has been attached to this document as per format attached at Annexure - 5. The format has to be filled up and to be uploaded with the Techno-commercial Bid.
- d. The bidder should give self-certification (as per Annexure-6) that they have neither been Blacklisted nor have received any tender holiday from any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 31.01.2023. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.

In case of non-submission of the self-certification document as per format at Annexure-6, the bidder will be treated as non-responsive and their offer will be rejected

Note: (a) If any bidder has been black listed by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then the bidder is not eligible to participate in this tender. If any discrepancy is detected at any stage of the tender, then the offer submitted by the bidder / contract awarded to the bidder will be cancelled and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

- a) If any bidder has been 'Put on Tender Holiday' by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations, then this fact must be clearly stated and it may not necessarily be a cause for disqualifying them.
- b) In case of non-submission of the self-certification document as per format at **Annexure-06**, the bidder will be treated as non-responsive and their offer will be rejected.

[Documents mentioned in above clauses to be submitted with Techno-commercial (Part-I) bid without which submitted offer will not be considered for processing of tender]

ARTICLE 20 अनुच्छेद-20: INSTRUCTION TO THE BIDDERS बिडर हेतु अनुदेश -

1. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
2. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
3. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.
4. General Contractors assumes all safety responsibility for the site and will furnish and maintain its own safety program for itself and its subcontractors. Contractor are bound to comply with all applicable Environmental, Health & Safety rules, regulations, policies, procedures and guidelines when performing work in the facility or site.
5. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
6. Job is to be carried out as per SOTR and instruction of the HR Dept.
7. Any Drawings or technical information attached / provided with this NIT is the Intellectual Property of the Company and will be governed by the specific Act.
8. Post submission of Tender, such drawings and technical information are to be physically returned. Also, all soft copies are to be destroyed and a self-certification to be submitted during CNC. Failing which the processing of bid will not be continued.
9. Contractors are responsible to clean up of the area of work for all sort of debris on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning up and charge the contractor with penalty of up to 25%.

10. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status. In case of multiple bids under any capacity/status, all bids submitted by them will be summarily rejected.
12. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOR or other technical Terms may be got clarified from Store Department **Mr. Arunava Das Adhikary, SR. MGR (NCM), Cont. - 9163361818** prior to submission of offer
 - b. Any difficulty in submitting / uploading of e-tender or for any system help SR. MGR (GRSE E-PROCUREMENT) e-mail/Palit.Saraswata@grse.co.in/ GRSE Service Provider M/s. NIC personnel may be contacted [Land line no: 033 24893902]
13. **E-mail Address for communication** संचार हेतू ई. मेल पता: Vendor to provide e-mail address to enable faster communication.
14. **Integrity Pact (समग्रताअनुबंध):**

The Integrity pact essentially envisages the agreement between prospective vendors /Bidders & buyers committing the person/officials of both the parties not to exercise any corrupt influence on any aspects of the contract. Only those vendors/bidders who enter into such an integrity pact with the buyer would be competent to participate in the bid. The format of integrity Pact is enclosed with tender documents. Refer Annexure-4. The "Integrity pact" duly filled as per enclosed format to be submitted along with the offer. Bidders to ensure that every page of IP is ink signed with company seal/stamp.

- 14.Independent External Monitors (IEM): (Applicable for the Contract value more than Rs. 2.0 Cr.)** Either or both of the following Independent External Monitors will have the power to access the entire project document and examine any complaints received by him. In case of any change in IEMs, it will be informed accordingly.

The communication details of the IEMs are as follows:-

(A) Shri Bam Bahadur Singh,
Height-7; Flat No.1802, Uniworld City,
New Town, Rajarhat,
Kolkata-700160
Email: bbsinghbeml@gmail.com

(B) Shri Pidatala Sridhar, IRS (Retd.)
Flat 2C, Kanaka Lakshmi Apartments 3-6-467 & 468
Street Number-6,
Himayatnagar, Hyderabad-500029
Email: sridharpidatala@gmail.com

ARTICLE 21 अनुच्छेद-21: e-BID INSTRUCTION ई बिड के अनुदेश -

- a) To participate in the e-Bid submission for GRSE, it is mandatory for the

bidders to get their firms registered with E-Procurement portal <http://www.grse.in/etender> or <https://eprocuregrse@nic.in>

- b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- d) Bidders need to fill up Part II (Price) bid online in Excel price bid format by inserting unit price/GST only. No other attachment to the price bid will be reckoned.
- e) In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- f) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- g) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE web site only.
- h) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.

i) AMENDMENT OF TENDER DOCUMENT

- i. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
- ii. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
- iii. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

ARTICLE 22 अनुच्छेद-22: BID REJECTION CRITERIA बिड अस्वीकृति के मापदंड -

Following bid rejection criteria may render the bids liable for rejection:

1. Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
2. Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
3. Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
4. Bid received without qualification documents, where required as per the tender.
5. Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
6. Bid with validity expiry date shorter than that specified in the Tender Enquiry.
7. EMD validity period is shorter than specified in the tender enquiry.
8. Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
9. Bidder not agreeing for furnishing of the required Security Deposit (SD).
10. Bidders not submitting Original instrument of EMD within 7 GRSE working days from the tender closing date.

ARTICLE 23 अनुच्छेद-23: POST AWARD APLICABLE CLAUSES ठेका जारी करने के पश्चात लागू उपधारा -

i. **Security Deposit प्रतिभूति जमा -**

Non-interest bearing one time security deposit of Rs. 1,00,000.00 is to be deposited in the manner elaborated at clause 5 of STAC. 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. **Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)-**

Import/NCM department will certify the bill based on above and prepare service entry sheet in system. The same to be forwarded to finance department by service dept.

iv. **Bill Submission बिल प्रस्तुति:**

Bills are to be submitted (in quadruplicate) at the bill receiving counters located at the Main Unit of GRSE. Bills need to be submitted 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. GST registration number is to be quoted in all bills. On obtaining WDC, bills to be raised on completion of job.

The bills submitted by the bidder will be thoroughly checked and certified by DGM (NCM) /Nominated officer for further processing of bills including SAP service entry sheet and onward forwarding to finance department for Payment within 30 days after receipt of the bill subject to deduction of Tax as per prevailing rules.

v. **Payment Terms भुगतान की शर्तें:**

Air freight will be remitted within 30 days from the date of submission of Invoice after delivery of cargo at destination. Unless otherwise mutually agreed upon and stipulated in the Purchase Order / Contract, full invoice value (i.e. 100 % value of Invoice) will be remitted against presentation of invoice along with complete set of supporting documents including (i) Shipping Documents (viz. CAN, HAWB, MAWB, Manifest of Cargo, DO, etc.) (ii) Relevant Documentary evidence(s) in support of claim, (iii) GRSE Certificate authorizing release of payment without imposition of LD / Penalty (if applicable). Invoice shall be raised in Indian currency (i.e. INR) only.

vi. **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.

vii. **Increase in quantity or introduction of items is strictly prohibited under any circumstances** मात्रा में वृद्धि या प्रवेशन किसी भी परिस्थिति में अमान्य. However, in an unlikely situation for completion of the job in all respect demand a minor increase of quantity or item, the same has to be brought to the notice to the Engineer In-charge/PL, in writing, sufficient time in advance. Only on approval / amendment of PO/ Contract in writing and in advance has to be considered for this additional quantity or item. Contractor should not do any such additional work on verbal clearances of any Authority of GRSE. No post facto approval request for such deviation will be accepted.

viii. **Penalty जुर्माना:-**

Timely and assured delivery of cargo is the essence of this Air transportation contract. Service provider / Air freight agent shall bear the following penalty in case of delay / default in delivery of cargo:

- (i) @ 0.5% of the freight charges for each day of delay beyond the time-lines as stated in Annexure –I to the maximum of 5% of the particular air freight.
- (ii) 100% of Demurrages, Wharfage and Customs fine, interest & penalty arising out of faulty including incomplete / delayed / improper submission of Shipping documents.

ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिड की पेशी -

1. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
2. Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
3. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
4. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STAC. In case of non-receipt of filled in STACs acceptance format matrix, it would be presumed that you have accepted all our terms& conditions as per GRSE tender until & unless deviation is specially mentioned in offer.

ARTICLE 25 अनुच्छेद 25: Pre-Bid Meeting (बोली पूर्व बैठक): NA

**ANUKARAN J. KANDIR
SR. MGR (CONTRACT)
GRSE Ltd.43/46, Garden Reach Road,
Kolkata-700 024
(Cont. no. 9163361808)**

Rate contract for Air transportation of Import consignment of GRSE from different parts of the world to Kolkata Airport engaging a freight forwarder.

Statement of work (SOW)

A. Scope of Work:

A.1 Air Transportation of International Import Consignments: Service provider / Air Freight forwarder shall arrange collection of cargo from a location in foreign country (depending on the contract between GRSE and its overseas suppliers) and shall arrange transportation of the cargo in air mode to Kolkata Airport (or any other Airport in India as per instruction of GRSE) on "freight to pay" basis. The cargo origination points will be located across the different parts of the world, normally it will be near to any international or domestic airports at the originating country.

A.2 Collection of Cargo: The Service provider / freight forwarder shall collect the cargo from the specific point / place / location as per instruction of GRSE. The cargo collection point / location shall depend on the terms of the contract (i.e. INCO terms), established between GRSE and the overseas Supplier / Exporter. GRSE will share relevant import contract information with the service provider / freight forwarder to arrange transportation of cargo.

A.3 Liaising with overseas supplier for progress chasing: Service provider / freight forwarder shall liaise with the exporter / overseas supplier and shall pursue the cargo to complete the Air transportation / forwarding activity within stipulated time line.

A.4 Documents Checking: Service provider / freight forwarder shall check the correctness of the shipping documents (i.e. HAWB, MAWB, console manifest, Invoice & Packing List etc) and shall ensure that all the information mentioned in the shipping documents are correct and are in conformity. The cargo characteristics like quantity of items, numbers of packages, weight & dimension of cargo / packages shall match with descriptions mentioned in the shipping documents (i.e. Packing list, Invoice, cargo / consolidation manifest etc.) The information like, item description, quantity, unit & total value of each items and other associated parameters shall match with the supplied items. If any discrepancy noticed, it shall immediately be brought out to the notice of the Supplier / relevant stakeholders and get it rectified to avoid any demurrage, detention, delay, loss or any other unfavourable consequences in transit as well as at the time of final clearance of cargo at destination.

A.5 Takeover of Cargo: The Service provider / freight forwarder shall take over the cargo in their custody from the Suppliers end to arrange further transportation to its final destination at Kolkata, India. Cargo handover and takeover activity shall be carried out in compliance with the provisions of appropriate INCO Terms used in the contract between GRSE and the overseas Supplier / Exporter. The Service provider / freight forwarder shall facilitate the overseas supplier / exporter in handing over of cargo without any extra cost charged to them for this handing over taking of cargo.

A.6 Checking of Cargo: At the time of collection / takeover of cargo, the Service provider / freight forwarder shall examine the identification markings imprinted on the cargo packages like Destination Port (i.e. Port of Discharge, POD), Size & Weight (Gross & Net Weight) of the consignment, Name, Address & Import Licence (I/L) Number / IEC (Import Export Code) of the Consignee, date of shipment and handling instruction etc. The markings shall match the information stated in the shipping documents. In case any discrepancy noticed in markings same shall immediately be intimated to the shipper / Exporter with a copy to GRSE and shall get it rectified.

A.6(a) Liability for discrepant Document: The Service provider / freight forwarder shall ensure that the consignment description mentioned in the consolidation manifest (enclosed with the MAWB) shall match with the item description mentioned in the HAWB to avoid amendments in shipping documents / manifest at later stage / destination airport. In case amendment in manifest becomes necessary due to discrepancy in the documents, the service provider / air freight forwarder shall liable to reimburse all the consequential loss including Customs fine, penalty, interest, demurrage etc as arise for the consignment.

A.7 Examination of Packaging for Airworthiness: At the time of collection / takeover of cargo, the service provider / freight forwarder shall examine the packaging for its Airworthiness and in case of any discrepancy / doubt arise, same shall immediately be brought to the notice of the Exporter with a copy to GRSE.

A.8 Examination of Packaging engaging a certification agency for Airworthiness: The service provider / freight forwarder shall arrange examination of packaging for its airworthiness, engaging a reputed certification agency including maritime classification societies as available at the exporting country in case GRSE opted for such services at a separate / extra cost. Service provider shall remain obligated under this contract to provide this service on demand of GRSE at extra cost.

A.9 Handover of shipping documents: Immediately after departure of the cargo carrying flight from the originating airport, the service provider / freight forwarder shall handover all the relevant shipping documents including Master Air Way Bill (MAWB), Cargo Manifest, House Airway Bill (HAWB) to the shipper / exporter to ensure timely dispatch of these original shipping documents to the LC advising Bank or GRSE as applicable (as per terms of contract between exporter & GRSE). A copy of this shipping documents shall also be forwarded to GRSE to carry out the preparatory activity for clearance of consignment at destination.

A.10 Forwarding of copy documents: The Service provider / freight forwarder shall forward one set of shipping documents / dispatch documents through email / by hand / or any other suitable means to GRSE preferably three days in advance.

A.11 Cargo Tracking: The Service provider / freight forwarder shall track the location of cargo on its entire journey and shall circulate updated information (on whereabouts of the consignment) at regular intervals (normally at 12 hrs interval) amongst all the stakeholders including GRSE.

A.12 Cargo Alert / Advance information: The Service provider / freight forwarder shall forward advance information to GRSE about the flight details including flight number, date & time of departure and expected time of arrival at the destination airport (i.e. Netaji Subhas Chandra Bose International Airport, Kolkata, India or any other airports as asked by GRSE Ltd). The cargo alert shall be given to GRSE on the date the flight booking has been made. Subsequent alert shall also be given as the cargo moves forward (i.e. loading of cargo on flight at the originating airport, departure from originating airport etc).

A.13 Cargo Arrival Notice (CAN): On arrival of consignment at destination airport, the service provider / freight forwarder shall forward the Cargo Arrival Notice (CAN) to the consignee, GRSE.

A.14 Cargo Handling at Destination airport: Cargo handling at destination airport (i.e. Kolkata Airport) till it is handed over to transporter, engaged by GRSE shall be on service providers / air freight forwarder's scope without any extra cost to GRSE Ltd.

A.15 Contract Limit: GRSE will award Purchase Order on different overseas suppliers on applicable incoterms negotiated between them such as Ex-Works, FCA etc accordingly allied activities like Terminal Handling, Loading of cargo on Aircraft / Flight etc at the originating country will arise. Irrespective of terms of contract between GRSE & its Supplier, the service provider shall normally assume and accept buyer's obligation, arise out of FCA terms of contract (Incoterms 2020) for air transportation of consignments.

A.16 Special provision for payment of Ex-Works charges: In case of Ex-Works consignments, the Ex-works charge comprising Loading & handling, In-land transportation & Export Clearance charges will be paid separately at actual / mutually agreed rates with prior approval.

A.16 (i) Allied activities at originating Country: Allied activities like Terminal Handling, Loading of cargo on Flight etc at the originating country as arise shall arranged under the contract by the service provider / freight forwarder.

A.16 (ii) Obligation towards Allied activities: Service provider shall remain obligated under the contract to arrange all the allied activities including but not limited to collection of cargo from warehouse of overseas supplier, transportation of cargo from that Warehouse to a nearest international cargo Air Port (i.e. at the exporting country), Export / customs clearance at exporting country, handling of cargo till it is loaded on board.

A.16 (iii) Special provisions for Ex-Works Consignment / Contracts: In case of Ex-works contract with the overseas supplier, the charges for (a) collection of cargo from warehouse of overseas supplier, (b) transportation of cargo from that Warehouse to nearest international cargo Air Port (i.e. at the exporting country), (c) Export / customs clearance at exporting country, (d) handling of cargo till it is loaded on flight shall be paid on mutually agreed pre-approved rates against prior intimation from GRSE. All the statutory dues payable for Customs clearance at foreign country shall be paid at actual against supporting claim document.

A.16 (iv) Special provisions for FCA Consignment / Contracts: In case of FCA contract with the overseas supplier, the charges for (a) Export / customs clearance at exporting country, (b) handling of cargo till it is loaded on flight shall be paid on mutually agreed pre-approved rates against prior intimation. All the statutory dues payable for Customs clearance at foreign country shall be paid at actual against supporting claim document.

A.17 Activities at Destination: The service provider / freight forwarder shall arrange all the delivery activities to handover the cargo to the consignee at destination airport including but not limited to terminal handling, unloading, shifting, filing of IGM, filing of console, issue Delivery Order (DO), and allied activities without any extra claim on GRSE.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड
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भारत सरकार का प्रतिष्ठान, भारत सरकार (रक्षा मंत्रालय) का एक उपस्थान
A Govt. of India Undertaking, Ministry of Defence
४३/४६, गार्डन रीच रोड, कोलकाता-७०००२४
43/46, Garden Reach Road, Kolkata-700024



C. Special Terms & Conditions

C.1 Provisions for Short Landing of Cargo: In case of short landing of consignment, the service provider / freight forwarder shall inform such incident to GRSE as well as the exporter within two days from scheduled arrival of the consignment. In the event of total non-traceability of the short-landed cargo, the service provider / freight forwarder shall obtain a short landing certificate from the carriers / airliner and forward it immediately to GRSE to raise a suitable claim.

C.2 Document Processing / Preparation: The Service provider / freight forwarder shall prepare separate HAWB for each consignment with distinct identification number.

C.3 Handover HAWB & MAWB: Service provider / Freight forwarder shall issue separate HAWB (House Air way Bill) for each consignment with distinct identification marking / numbers and shall handover a copy of HAWB / MAWB to the overseas supplier / exporter / shipper immediately on / before the flight leaves the Airport.

C.4 Physical Verification of identification marking: Service provider / Freight forwarder shall check that the cargo description mentioned HAWB, Packing list, consignment case are identical and matching with the MAWB and consolidation Manifest (attached to MAWB) to avoid amendment / delay in clearance of cargo at later stage.

C.5 Document Preparation: Freight forwarder shall prepare complete set of shipping documents viz. CAN, HAWB, MAWB, Manifest of Cargo, Delivery Order etc in compliance with IATA rules and regulations.

C.6 Prohibition on Part shipment: Part shipment will not be allowed under any circumstances. The shipment will be strictly as per the supplier's invoice.

C.7 Clean Airway Bill of Lading: Freight Forwarder should issue clean and clear Airway Bill of Lading as per GRSE P.O terms and conditions placed on overseas supplier, evidencing shipment of merchandise.

C.8 Disclosure of Overseas Agents details: Complete contact details of Overseas /Foreign Associates / foreign offices / Overseas Agents for handling the Jobs, shall be provided by the service provider, in a table format.

C.9 IATA registered airlines / carriers: Service provider shall airlift import cargo to despatch it to Indian airport (Kolkata etc.) under consolidation engaging only any reputed airlines / carriers who is a member of International Air Transport Association (IATA) and operates as per IATA rules and regulation.

C.10 Verification of IATA Rates: In the event of any revision of IATA Rates, agent will produce documentary evidence for such variation / revision and consolidation rates and shall produce proof accordingly / proportionately. Online registration with IATA is to be obtained and user ID and Password shall be shared with GRSE to verify IATA rates.

C.11 IATA rate chart: Service Provider / Freight forwarder shall attach relevant IATA rate chart (i.e. IATA portal screenshot) for the pair of airports the consignment has travelled.

C.12 Applicability of IATA rates / rules: In case any parameter of cargo / consignment does not falling within the purview of contract but IATA rates are available for such cargo / consignment, than service provider shall remain obligated to arrange air transportation of such consignment / cargo as per IATA rate complying the IATA rules.

C.13 In case GRSE desires at any point of time to import the consignments under the consolidation from the points which are not specified in the contract, the service provider shall render such services if available from such points and charge the lowest rates to GRSE, which are made available to their customers / Govt. departments on mutually agreed rate.

C.14 Rights for parallel contract: GRSE shall have the right to enter into parallel contract of same service (i.e. air freight forwarding service with different a service provider).

C.15 Prohibition on contract termination: Service provider / Air freight Agent will not have any right to terminate contract unilaterality during the period of contract.

C.16 Rights of extension: GRSE will have the right to extend / renew the contract for further periods of one year on same rates and terms and conditions.

C.17 Cargo Consolidation: Normally cargo shall be forwarded on consolidation mode of shipment with multiple HAWB under a single Master (MAWB) with reduced airfreight than official IATA tariff. Service provider shall arrange direct shipment, consign the cargo directly from sender (shipper) to receiver (consignee) on IATA direct mode of operation against specific request from GRSE.

C.18 In case of deviation the Airfreight Consolidation Agent shall inform GRSE prior to booking of Cargo and produce documentary evidence such as letter or operational Manual of Airlines.

C.19 Damages / Short Certificate:

C.19 (a) The air freight forwarder / Consolidator / Airline shall remain fully responsible for safety and security of the cargo on its entire journey starting from receipt of cargo at originating airport till it is handed over to the consignee or their authorised representative at destination. In the event of short delivery / damage of consignments / cargo, the Freight Forwarder / Consolidator / Air Lines has to arrange Damage / Short Certificate(s) from the appropriate authority for Insurance Claim for loss / damage(s).

C.19 (b) Before taking delivery of the consignment (s), in case the damage of the material / short-receipt / breakage of the consignment is not brought to the immediate notice of Import Clearance Cell as well as Finance (Risk Management & Insurance) Department of GRSE than any loss arise out of the such incidents will be recovered from the Freight Forwarder / service provider and the decision of GRSE will be final and binding.

C.19 (c) Before taking delivery of the consignment (s), In case the cargo found damaged / missing / arrived in less quantity (short-receipt), Service provider shall immediately bring such shortcoming to the notice of GRSE Import Clearance Cell as well as GRSE Finance (Insurance & Risk Management) Department failing which they shall remain obligated to compensate any loss arise out of such shortcomings. The decision of GRSE in this regard will be final and binding.

C.20 Damage to property: In case of any damage caused to the property (Cargo / Consignment etc) of GRSE Ltd or that of any third party by the Service provider / Freight Forwarder / Consolidator / Air Lines or its agents or by their personnel during the period of contract, and is claimed on M/s GRSE, the cost of repair / replacement of such damage shall be recovered from the Service provider / Freight Forwarder / Consolidator / Air Lines including from the current & pending bill amounts, the security deposit amount submitted by the service provider or through legal recourse.

C.21 Dangerous Cargo / Dangerous Goods: Goods falling under dangerous category as per UN Classification (1 to 9) shall be treated as Dangerous Cargo and shall be transported following adequate safety measures as per standard norms / DGR (Dangerous Goods Regulations). Freight forwarder shall take adequate initiatives to transport DG Cargo separately without clubbing with normal / General cargo. Freight forwarder / service provider shall check Standard practice / DGR and shall strictly follow the norm of respective airlines for transportation of dangerous goods.

C.21 (a) DGR Cargo Restriction: As far as practicable, dangerous cargo shall not be clubbed with normal cargo. Shipper shall be guided appropriately to offer separate consignments for DG cargo and (Non-DG) normal cargo.

C.21(b) DG Certificate: In general practice, declaration shall be obtained from shipper on nature of cargo (DG or Non-DG) being exported for all the consignment. In case consignment containing DG cargo, certificate shall be obtained from shipper as per DGR (Dangerous Goods Regulations) of IATA. Relevant MSDS shall be obtained from shipper and shall be shared with all the stakeholders including airlines, Consignee, handler for safe and secure cargo handling while its transit.

C.21 (c) Dangerous goods certified staff of GCAA: In compliance with DGR, Service provider / Cargo Agents and Freight Forwarders accepting or processing dangerous goods for transport by air must ensure that they have a minimum of two GCAA dangerous goods certified staff available at all times to handle such consignments.

C.22 Rights of addition alteration of contract: GRSE reserves it's rights to initiate addition or alteration in the contract if situation demands after mutual consent with the service provider.

C.23 Acceptance of T&C: Bidder's acceptance & comments against each point as above must be specifically indicated otherwise offer will be considered as incomplete/non-responsive and will be summarily REJECTED.

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D. Commercial Terms & Conditions:

D.1 Contract Validity: The contract shall remain in force for a period of 02 (Two) years (from the effective date) and shall be further extendable up to One year (maximum), subject to mutual consent of both the parties on same rate and Terms & Conditions.

D.2 Payment Terms: Air freight will be remitted within 30 days from the date of submission of Invoice after delivery of cargo at destination. Unless otherwise mutually agreed upon and stipulated in the Purchase Order / Contract, full invoice value (i.e. 100 % value of Invoice) will be remitted against presentation of invoice along with complete set of supporting documents including (i) Shipping Documents (viz. CAN, HAWB, MAWB, Manifest of Cargo, DO, etc.) (ii) Relevant Documentary evidence(s) in support of claim, (iii) GRSE Certificate authorizing release of payment without imposition of LD / Penalty (if applicable). Invoice shall be raised in Indian currency (i.e. INR) only.

D.3 Terms of Price: On Port to Port delivery basis. The L1 rates, obtained after Reverse Auction shall be final and will remain firm and fixed for the entire contractual period as per SOW.

D.4 Price quoted will be firm and fixed for the entire contract period till completion of work. The quoted price shall include all statutory cost as mentioned in SOW.

D.5 Rate of Payment: GRSE shall make the payments to the Consolidator / freight forwarder as per the agreed rate (%) of IATA rate (which shall include any statutory charges & levies, special charges / surcharges, FSC, SSC, DO & any other charges at origin and destination port).

D.6 Normal Freight Rates: Normal Freight Rates shall be applicable for transportation of general cargo through air mode between pair of airports, as required by GRSE.

D.6 (a) Base Rate: Air freight shall be paid considering IATA (international Air transport Association) rates as base freight for the pair of airports, the cargo will travel. Applicable weight of consignment shall be multiplied with the IATA rates to calculate the base freight.

D.6 (b) Final Air freight: Final Air freight shall be calculated discounting the base freight with agreed discount rate over the Base freight, obtained from IATA rates.

D.6 (c) Volumetric Weight: Volumetric weight shall be calculated, multiplying the physical dimension of the Cargo along with packages (i.e. Length-L, Breadth - B and Height - H) in centimetres and each 6000 Cubic Centimetres (or 366 Cubic inches) shall be deemed equal to one kilogram (Kg).

D.6 (d) Applicable Weight: Freight shall be calculated based on actual gross weight or volumetric weight whichever is greater.

D.7 Special Freight rate: Special Freight Rates shall be applicable for transportation of Over Dimension Cargo (ODC), DG (Dangerous Goods) cargo and Express / Swift cargo through air mode between pair of airports, as required by GRSE.

D.7 (a) Rates of Over Dimension Cargo (ODC) / Dangerous Goods (DGR) / SWIFTRIDER rate shall be calculated at 1.5 times of Normal / General cargo freight rates, finalised against each pair of airports.

D.7 (b) Other Charges: All the associated charges including but not limited to any statutory duties, levies, Fuel Surcharge (FSC), Sensitive Cargo Contribution Surcharge (SSC), DO charges etc shall be included in the Air freight quote.

D.7 (c) No claim on AWB issuing charge: No separate claim shall be raised on shipper for issuing AWB. Air freight charge shall include all such cost at originating country.

D.7 (d) Service provider shall ensure that agreed consolidated rates shall always be less than IATA rates.

D.8 Dangerous Cargo / Dangerous Goods: Goods falling under dangerous category as per UN Classification (1 to 9) shall be treated as Dangerous Cargo and shall be transported following adequate safety measures as per standard norms / DGR (Dangerous Goods Regulations). Special freight rates shall be applicable for transportation of Dangerous Cargo / Dangerous Goods and Freight forwarder shall take adequate initiatives to transport DG Cargo separately without clubbing with normal / General cargo. Freight forwarder / service provider shall check Standard practice / DGR and shall strictly follow the norm of respective airlines for transportation of dangerous goods.

D.9 ODC Cargo: The cargo with dimension larger than standard accommodation capacity of ULD (Unit Load Device, a special container used in air transportation) shall be termed as ODC in air transportation of goods.

D.9 (a) ODC for Cargo flight: Cargo beyond size 318 cm (L) x 244 cm (w) x 244 cm (H) (Max Gross weight = 6804KG) carrier by Freighter will be treated as ODC.

D.9 (b) ODC for Passenger flight: Cargo beyond size 318 cm (L) x 244cm (w) x 163cm (H) (Max Gross Weight =4626 KG) carried by normal / Passenger flight will be treated as ODC (subject to acceptance of operating Airline).

D.10 Express Cargo / Exigency Cargo: In case GRSE needs urgent air transportation of cargo and request made in this regard, then service provider shall book such cargo on "Back-to-Back" basis (i.e. Consolidated single shipment comprising of single house shipment on single master shipment for transportation of cargo without any delay on consolidation). Such arrangement shall only be made against request obtained from the rank of AGM / DGM or above level of officers from GRSE Ltd through written communication including e-mail / Fax. Such urgent consignments shall be dispatched within shortest possible time to ensure delivery of cargo at the destination airport at the earliest.

D.11 SWIFTRIDER Rate: In case, Special rate such as SWIFTRIDER rate is applicable for effecting shipment on "Back-to-Back basis (i.e. Book connecting flights for transportation of cargo without any delay on consolidation) for exigency Cargo / express cargo, the approval from the rank of AGM / DGM or above shall be obtained from GRSE and a copy of such approval or written communication shall be attached with the Invoice in support of the claim.

D.12 Time-Line for air transportation activity: Service provider shall collect / takeover the consignment / cargo from supplier's custody **within 3 days** from receipt of material readiness intimation either from GRSE or from its overseas supplier whichever will be earlier. Service provider / freight forwarder shall arrange transportation of cargo within three days from collection / takeover of that cargo, fulfilling all the necessary process including booking of flight, make HAWB, prepare cargo manifest, Customs processing / formalities at exporting country, Airport terminal activities (loading of cargo on flight) etc.

D.12 (a) Delivery Period for Normal Cargo: Consignments shall be delivered at Kolkata airport or any other Indian airport (as per specific Instruction from GRSE) within 07 days from collection / receipt of cargo from the overseas suppliers.

D.12 (b) Delivery Period for DG or ODC Cargo: DG or ODC Cargo shall be delivered at Kolkata airport or any other Indian airport (as per specific Instruction from GRSE) within two weeks from collection / receipt of cargo from the overseas suppliers.

D.12 (c) Delivery period for Express Cargo / Exigency Cargo: Delivery period for Express Cargo / Exigency Cargo on Back- to- back transportation basis shall be less than delivery period for normal / DG / ODC cargo as negotiated before dispatch of shipment.

D.13 Consolidation and Dispatch time:

D.13 (a) Except Ex-Works contract with the overseas supplier, for all other import consignment, the Service provider / air freight forwarder shall dispatch and load the cargo on flight within 72 hrs from the declared date & time of materials readiness by the shipper. Cargo consolidation shall be completed within this 72 hrs allowed time.

D.13 (b) Service provider / freight forwarder shall liaise with the exporter / overseas supplier to obtain advance intimation on materials readiness to schedule the cargo movement including flight booking and related activities.

D.14 Penalty / Liquidated Damages Clause: Timely and assured delivery of cargo is the essence of this Air transportation contract. Service provider / Air freight agent shall bear the following penalty in case of delay / default in delivery of cargo:

D.14 (i) @ 0.5% of the freight charges for each day of delay beyond the time-lines as stated in Annexure -I to the maximum of 5% of the particular air freight.

D.14 (ii) 100% of Demurrages, Wharfage and Customs fine, interest & penalty arising out of faulty including incomplete / delayed / improper submission of Shipping documents.

D.15 Difference / discrepancy in value: In case of any discrepancy in actual weight arise between the supplier Invoice/ Packing list and HAWB, the weight indicated by the supplier in the Invoice/ Packing list shall be considered as the basis for payment of Freight charges. In case there is any anomaly surfaced on determination of weight, decision of GRSE shall be final and binding.

D.16 Management of Exchange Rate Risk: GRSE will not be compensating for any exchange rate fluctuations in respect of the services.

D.17 Effective Date for calculation of Air freight: Exchange rate for the date of shipment mentioned in MAWB shall be considered for calculation of air freight. In absence of MAWB, the date of shipment mentioned in HAWB will be considered for the purpose.

D.18 Effective Exchange Rate: In Order to calculate air freight in INR, foreign currency shall be converted with effective exchange rate as explained here. The exchange rate on the effective date (i.e. the date of shipment) mentioned in the DERIS (Daily Exchange Rates Information Service, published from Mumbai, India) for TT sale shall be considered for conversion of foreign currency into INR. In absence of DERIS Exchange rates for any particular effective date, the next working date for which DERIS exchange rate is available will be considered. In case DERIS exchange rates are not available for a period more than 7 consecutive dates the exchange rate notified by CBIC (i.e. Central Board of Indirect Taxes & Customs, Govt of India) for Import will be applicable for conversion of foreign currency into INR for determination of air freight amount.

D.19 Risk Purchase / Cancellation of Order: In case of unsatisfactory progress of freight forwarding activity at any point of time after placement of order GRSE reserve the right to cancel / Contract the order without assigning any reason and to offload the freight forwarding activity from any alternative source at your complete risk and cost.

D.20 Insurance: The contractor shall arrange insurance to cover all risks in respect of their personnel, materials and equipment belonging to the contractor or its subcontractor during the currency of the contract.

D.20 (a) GRSE will arrange for insurance of its own cargo only and will lodge claim to the insurance company on the basis of the following-

D.20 (b) In case of short landing of consignment, the Freight Forwarder will obtain "short landing certificate" from Airlines as well as from Insurance agent and furnish to GRSE within 05 days for lodging claim on insurance company.

D. 20 (c) In case of any damage / loss of the material / package at any overseas / In- Transit airports as well as at destination airports, the joint insurance survey shall be organized by Freight Forwarder or it's overseas agents immediately under intimation to the GRSE so that GRSE gets full right / claim against value of the damaged consignment. Consolidator/ Freight forwarder has to issue damage / loss / short certificate to GRSE too on event of such occurrence.

D. 20 (d) In case of damage to consignment when in the custody of overseas agent of freight forwarder or its agents / Air carrier at overseas or at destination, claim will be settled as per IATA regulations.

D.21 Taxes: Tax levied as per the provisions of Indian Income Tax Act and any other enactment / rules on income derived/ payments received under the contract will be on contractor's account.

D.21 (a) Service provider shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.

D.21 (b) The contractor shall furnish to GRSE, as and when called upon to do so, relevant statement of accounts or any other information pertaining to work done under the contract for submitting the same to the Tax authorities, on specific request from them. Contractor/ freight forwarder shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.

D.21 (c) Prior to start of operations under the contract, the Contractor shall furnish to GRSE with the necessary documents, as asked for by GRSE and/ or any other information pertaining to the contract, which may be required to be submitted to the Income Tax authorities at the time of obtaining "No Objection Certificate" for releasing payments to the Contractor.

D.21 (d) Tax clearance certificate for personnel and corporate taxes shall be obtained by the Contractor from the appropriate Indian Tax authorities and furnished to GRSE within 6 months of the expiry of the tenure of the contract or such extended time as GRSE may allow in this regard.

D.21 (e) Corporate income tax will be deducted at source from the invoice at the specified rate of income tax as per the provisions of Indian Income Tax Act as may be in force from time to time.

D.21 (f) Corporate and personnel taxes on contractor shall be the liability of the contractor and GRSE shall not assume any responsibility on this account.

D.21 (g) All local taxes, levies and duties, sales tax, octroi, customs duty etc. on purchases and sales made by contractor shall be borne by the contractor.

D.22 Risk Purchase / Cancellation of Order: In case of unsatisfactory progress of freight forwarding activity at any point of time after placement of order GRSE reserve the right to cancel/Contract the order without assigning any reason and to offload the freight forwarding activity from any alternative source at your complete risk and cost.

D.23 Termination of the Contract: The Contract is terminable with a three months' notice from GRSE. If the work covered in the scope of work is not carried out to the satisfaction, GRSE shall be at liberty to terminate the contract at shorter notice period without citing any reason. GRSE reserves its right to terminate the contract at any point of time without assigning any reason and without any financial implication thereon.

F. Eligibility Criteria: In order to participate in the bidding process, the service provider shall meet eligibility criterion as illustrated below:

F. 1 Equipment and Managerial Capability: The bidder / participants in the bidding process shall have appropriate establishment / office at Kolkata with adequate facilities to maintain air transportation operations from this location. The facilities shall include (i) at least two or more numbers PC / laptop with internet connectivity, (ii) Telephone / Mobile phone for communication, and (iii) Adequate numbers of competent employees (two or more) in the direct payroll of the company at Kolkata Office / establishment.

F.1 (a) Bidder shall submit (i) Trade licence / Certificate of establishment / Land line (Telephone) Bill / Electricity Energy Bill / Rent Agreement / Title deed of the office premises wherein their Office address at Kolkata shall clearly be mentioned, evidencing establishment / office at Kolkata.

F.1(b) Telephone / Mobile phone number of their Kolkata office shall be intimated in the Bid with name of the nodal person posted at Kolkata.

F.1 (c) Details of competent employees / nodal persons posted at Kolkata shall be mentioned in the Bid with their academic as well as professional qualifications, substantiating their competency. Certificate, Diploma, graduates or masters in International Logistics / Business / Supply chain Management shall be considered as competency to qualify this criterion.

F.1 (d) Appointment letter / salary statement / relevant portion of payroll register of the company wherein the name of the employees posted at Kolkata is mentioned shall be submitted with the bid, evidencing maintenance of establishment / office at Kolkata with adequate manpower.

F1 (e) Dangerous goods (DG) certified staff: Service provider shall have certified personnel (of Civil Aviation Authority / GCAA / IATA / ICAO / AAI) in their role to certify, advice and appropriate handling of dangerous goods as required for transportation of DG cargo. Certificate of authorised DG cargo handling personnel shall be submitted with the bid.

F.2 Past Experience: Service provider / Air Freight forwarder shall have past experience on providing air transportation service to any Indian Government entity / Public Sector Undertaking (PSU) organizations / Reputed private entity with average annual turnover more than INR 1000 crore (shall be substantiated with documents) / any SEBI listed company in last three years for a period not less than one year. The Air freight forwarding activity shall include air transportation of cargo from different parts of the world to India (i.e. Import consignments) or air transportation of cargo from India to different parts of the world (export consignments) spreading across the continents.

F.2 (a) Documentary evidence like performance certificate/ Job done certificate along with relevant PO / Rate Contract agreement shall be submitted with the technical bid to qualify for participation in the bidding process. Or

F.2 (b) MAWB / HAWB of air consignment wherein Freight forwarder name, Consignee's Name (for import air consignment) or Shipper's Name (for Export air consignment) is mentioned may be submitted to substantiate performance of air transportation job.

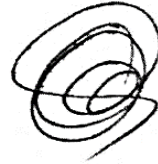
F.3 Financial Capability: Average Annual financial turnover of Air freight forwarding services during the last three years, ending 31st March of the previous financial year, shall be at least one Crore.

F.3 (a) Bidder shall submit audited accounts statement (i.e. copies of the Profit and Loss (P/L) statements along with Balance Sheet) to substantiate their financial capability.

F.3(b) The participating entity / bidder shall submit evidence on adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).

F. 4 Membership of Professional Body: The participating entity / bidder shall be a member of International Air Transportation Association (IATA). The participant / bidder shall submit valid IATA membership certificate to substantiate their eligibility.

F. 5 The participating entity / bidder shall be entitled to offer air freight service in India and shall have valid registration from respective authority. They shall submit valid Trade License, PAN, and GST Registration certificate to substantiate their eligibility.



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भारत सरकार का प्रतिष्ठान, भारत सरकार (रक्षा मंत्रालय) का एक अखंडन
A Govt. of India Undertaking, Ministry of Defence
४३/४६, गार्डेन रीच रोड, कोलकाता-७०००२४
43/46, Garden Reach Road, Kolkata-700024

G. Bid Evaluation Methodology:

G.1 Quotation Method: Bidder shall quote “**applicable percentage (%)**” of IATA tariff for Air freight services, applicable for all pair of airports as available in IATA notifications / Website. The upper limit of quote in “**applicable percentage (%)**” shall be restricted to 50% of IATA tariff. Bidder shall quote applicable rate in percentage (%) terms lower than this upper limit.

G.1 (a) Upper limit of quote: Rate quoted in percentage (%) of IATA tariff shall be equal to or less than 50 with decrement step of 1%.

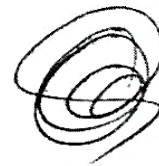
G.1 (b) Restriction on fraction and round of methodology: Percentage (%) quote in fraction of whole number will not be acceptable, only integer value shall be quoted. All Fraction (if quoted) greater than equal to 0.5, will be rounded off to the next higher integer value and Fraction less than 0.5 will be rounded to lower integer value.

G2 Determination of L1: L1 will be decided in Reverse Auction after price evaluation of bids in percentage (%) terms of IATA tariff. Bid quoting lowest freight in terms of the percentage (%) of IATA tariff will be considered as L1 bid.

G.3 Reverse Auction: On establishment of L1 rate after opening of price bid, reverse auction will be held amongst the eligible bidders on the basis of their quoted percentage. L1 rate (Applicable percentage of IATA rate) shall be considered as base price for reverse auction.

G.3 (a) Reverse Auction Schedule: Price bid opening and Reverse Auction Schedule will be notified after completion of Technical and Commercial Negotiation with the participating bidders.

G.3 (b) Applicable cargo type for determination of L1: Final L-1 offer will be decided on the basis of Lowest quoted % of IATA tariff for Normal / General cargo obtained through Reverse Auction process.



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Definition of terms & Abbreviations:

(i) IATA Direct: Direct Shipment are consigned directly from the sender to the receiver these shipments will be charged according to the official IATA tariff.
Expensive but faster from of air export transportation via commercial airlines.
In contrast to the other shipments types, a direct shipments requires on a single air way bill (AWB) number.

(ii) Back to Back: A Back to back” is a consolidated single shipment, comprising of a single house shipment on a single master shipment, Faster transit, direct as far as possible.

(iii) Consolidation : Several smaller shipments are assembled and shipped together to avail better freight rates of the cargo consolidated; goes via hub, has longer transit.

(iv) Shipment Terms:

- (a) Pre-paid
- (b) Collect

(v) Stakeholders

(v) a. Shipper: Any person or company who consigns goods to themselves or to another party in a airway bill or equivalent document. A consignor might be the owner of he goods, or a freight forwarder who consigns goods on behalf of his principle.

(v) b. Forwarder: An air freight forwarder is a third party logistics provider who dispatches shipments via asset based carriers and books or arranges space for those shipments. They organize safe, efficient movements of goods on behalf of an exporter, importer or another company or person, sometimes including with packing and storage.

(v) c. Carrier: carrier is an asset based person or company that transport s goods or people for any person or company and that is responsible for any possible loss of the goods during transport.

(v) d. CHA: Customs house Agent (CHA) is a person who is licensed to act as an agent for transaction of any business relating to the entry or departure of conveyances or the import or export of goods at any customs station.

(v) e. Consignee: The individual or company to whom a seller or shipper sends merchandise and who, upon presentation of necessary documents, is recognized as the merchandise owner.

(vi) Shipping Bill:	(vii) Delivery Terms:
SLI: Shipper’s Letter of Instruction PL: Packing List CI: Commercial Invoice	Door to Door Port to Port Door to Airport Airport to Door

(viii) Certifications: All certifications required (GSP/ CoO/ L/C /Non-DG Declaration / MSDS etc.)

(ix) PUO: Pick up Order

(x) TC: Terminal Charges Receipt

- (xi) MAWB: Master Airway Bill
 (xii) HAWB: House Airway Bill
 (xiii) FF Delivery Order: Delivery Order issued by Carrier to Freight Forwarder against a MAWB.
 (xiv) Supplier Doc: All Documents furnished by Shipper
 (xv) FF Invoice: Invoice raised by Freight for services rendered

(xvi) DO: Delivery Order

(xvii) CM: Cargo Manifest

(xviii) International Airfreight Procurement & pricing

(xix) Goss weight = Physical Weight (in Kgs)

(xx) Volumetric Weight = $L \times B \times H$ (in cms) / 6000

(xxi) Chargeable weight = Goss weight or Volumetric Weight, whichever is higher

(xxii) Pivot Weight = Minimum which Airline will charge for a pallet.

(xxiii) Price Component

Price Component	UoM
Pick up at origin	Per Kg / Per truck
Forwarder Origin Handling	Per Kg
Origin Airport Transfer	Per Kg
Origin carrier Handling	Per Kg
Origin THC (Terminal Handling Charge)	Per Kg
Origin Carrier THC (Terminal Handling Charge)	Per Kg / Per truck
Air Freight	Per Kg / Per truck
Fuel Surcharge	Per Kg / Per truck
Security Surcharge	Per Kg / Per truck
Screening Fee / X-ray	Per Kg / Per truck
Cartage	Per Kg / Per truck
Destination Carrier THC (Terminal Handling Charge)	Per Kg / Per truck
Destination carrier Handling	Per Kg
Destination Airport transfer	Per Kg / Per truck
Destination THC (Terminal Handling Charge)	Per Kg
Forwarder Destination Handling	Per Kg
Delivery	Per Kg / Per truck

E. General Terms & Condition:

E.7 Risk Purchase / Cancellation of Order: In case of unsatisfactory progress of freight forwarding activity at any point of time after placement of order / LOA, E.RSE reserve the right to cancel the Contract / order without assigning any reason and to arrange the freight forwarding activity from any other sources at service provider's cost.

E.8 Fall Clause: The Bidder undertakes that it has not supplied / is not supplying similar products / systems or subsystems / Services 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 / Service 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.

E.9 Applicability of STAC: GRSE Standard Terms & Condition (STAC) shall remain applicable and enforceable for the contract.



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STANDARD TERMS & CONDITIONS (STAC)

मानक निबंधन और शर्तें (एसटीएसी)

(1) Integrity Pact समग्रताअनुबंध (For the value of Contract more than Rs.2.0 Cr.):

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.

(2) Micro & Small Enterprise (सूक्ष्मऔरछोटेउद्यम) -

- i. Purchase preference will be given to eligible Micro and Small Enterprise firms as per MSME Act on submission of valid Udyog Aadhar Memorandum (UAM) or Entrepreneurs Memorandum Part II (EM) or NSIC copy along with their offer to claim the benefit. Tendered Service is to be listed in the UAM or the EM Part II or NSIC submitted else they are disqualified to avail the benefit.
- ii. In tender, participating Micro and Small Enterprises (MSE) quoting price within price band of L1+15 per cent shall be allowed to provide a portion of requirement by bringing down their price to L1 price in situation where L1 price is from someone other than Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 20 per cent of total tendered value. In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity). This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms.
- iii. In case the entitled MSE firm is owned by SC/ST category entrepreneur then the organization will be entitled for 4% out of 20% reserved order value for MSE firms as well as an equal portion out of the balance 16%. In such cases proof of owner belonging to SC/ST category has to be submitted.
- iv. Above allocation of order will be done only if the tendered service is allocable.

- v. In addition MSE firms will be entitled to avail the following benefits:
 - a. Tender Documents will be issued free of cost.
 - b. Earnest Money Deposit will be exempted.
 - c. In addition, Firms registered with NSIC will also be entitled to exemption for submission of Security Deposit subject to monetary limit stated in the certificate.

(3) Tender Fee (निविदाशुल्क): Non Refundable

- iii. 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 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.
- iv. 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.
- v. 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. Non-submission of EMD or a valid MSE certificate may lead to offer rejection.
- v. GRSE will issue Money Receipt against EMD submitted by way of DD/PO.
- vi. Refund of Earnest Money Deposits

- 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 21 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
 4. If any registered vendor with Fixed EMD withdraws its bid prior to finalisation of the order and during the period of bid validity, the Fixed EMD as deposited by the vendor shall be liable to be forfeited.

(5) 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. In case of non-submission of SD as per schedule, penal interest will be changed 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 our GM (CC&VD) 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 which has to be certified by PL/Engineer-in-charge of GRSE 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.

- iv. NSIC registered under single point may be exempted from depositing the security deposit. However this will be as per prevailing rules circulated by D.P.E from time to time. To claim the exemption a copy of NSIC certificate is to be scanned and enclosed with the technical bid (Part – I) and the list of activities contained in NSIC certificate / EM Part-II should cover the activity for which tender is issued.

(6) **COMPLIANCE OF ESI & PF (ईएसआई और पीएफ का अनुपालन)**:- If ESI & PF of the engaged labourers are not deposited to respective authorities in due time, GRSE will deduct the same amount from bills of the vendor and will deposit with the authorities. In such cases GRSE has the right to charge 10% interest for delayed compliance of statutory provisions.

(7) **GST REGISTRATION (जी एस टी पंजीकरण)**:- The vendor will have to submit copy of GST registration certificate along with the Technical bid.

(8) **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.

(9) **PRICE(मूल्य)**:

a) Price bid need to be filled up in html format only through e-portal. No other attachment regarding price will be allowed if so then offer will be treated as cancelled. But 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) L1 bidder will be decided based on quoted total cost / item wise rate / Package wise as mentioned in NIT. GRSE may engage multiple vendors based on production requirement / performance by the vendor. Engagement of multiple vendors against the tender will be as per NIT.

c) As a general rule, Price Negotiation with L1 vendor (s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

The price should remain firm & fixed till satisfactory execution of the entire contract as per NIT. GST will be paid extra as per the ruling rate. GST registration certificate for the service being tendered is to be enclosed with the techno-commercial bid. If the certificate

is not obtained so far, copy of the application for registration for the service under consideration is to be enclosed. GST registration number is to be quoted in all bills.

(10) JOINT VENTURE OR CONSORTIUM(संघटन):

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

i) One of the partners responsible for performing a key component of the contract, shall be designated as a leader; this authorization shall be evidenced by submitting with the bid a Power of Attorney signed by legally authorized signatories of all the partners

ii) The leader shall be authorized to incur liabilities, and receive instruction for and on behalf of any and all partners of the joint-venture or consortium, and the entire execution of the contract shall be done with the leader,

iii) All partners of the joint venture or consortium shall be liable jointly and severally for the execution of the project or contract,

iv) A copy of the contract/agreement entered into by the joint venture or consortium partners shall be submitted with the bid,

v) The responsibility of all members of the J/V or Consortium should be clearly indicated and these shall not be varied or modified without the prior approval of the employer, and the joint venture agreement /consortium should be registered.

vi) In order for a joint venture or consortium to qualify, each of its partners or combination of partners must meet the minimum criteria set for the individual bidder. Failure to comply with this requirement will result in rejection of the joint venture or consortium's bid. The figures for each of the partners of a joint venture comprising of two or more persons shall be added together in proportion to their participation in the J/V or consortium, to determine the bidder's compliance with the minimum criteria say,(work to be executed per year not less than Rs 3 crore if such criteria is set in RFP) . The lead partner should hold at least 51% of those minimum criteria failure to comply with which the bid shall stand rejected.

vii) The percentage of partnership of the lead partner shall be highest among all the joint ventures partners. The lead partner shall be such a company only, who has purchased the bid document,

viii) Bid security/EMD can be submitted either by the lead partner or proportionately by the joint venture /Consortium partners. However performance security BG shall have to be submitted by all the partners of joint venture/consortium on a basis proportionate to their participation,

xi) The contract agreement shall be signed jointly by each joint venture/consortium partners.

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

When an order is issued to a Vendor/ Contractor for execution of a particular job, the Contractor shall not sub-contract the job / a part of the job without approval from the employer and without intimation of the name and credentials of the said sub-contractor.

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

Removal of excess/waste/rejected materials etc. generated during execution of work should be arranged at your cost immediately after completion of work each day and for non-removal of same by you, the expenditure incurred by GRSE in removing these materials will be to your account.

(13) FIRE & SAFETY PRECUATIONSअग्नि एवं संरक्षा सावधानियाँ - The Vendor/Contractor shall abide by the Safety regulations of the GRSE as detailed in ANNEXURE –9. You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and none using of safety equipment, Contractor shall be liable for a penalty which is detailed in ANNEXURE –9. 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.

(14) ENVIRONMENT MANAGEMENT AND OCCUPATIONAL HEALTH & SAFETY(पर्यावरण प्रबंधन एवं व्यावसायिकस्वास्थ्य सुरक्षा): - The vendor shall ensure compliance of Environment Management System (ISO14001:2004), Occupational Health & Safety (OHSAS 18001:2007) & Energy Management System (ISO 50001:2011) while carrying out their activity in the yard.

(15) ENERGY CONSERVATION(ऊर्जा संरक्षण):-

GRSE will provide power supply at free of cost for execution of job. You 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.

(16) INSURANCE(बीमा) :- 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 –

- Strike, Riot (SRCC), Fire, Flood, Earthquake and other natural calamities.
- Burglary and theft in contractor's premises.
- Material in transit.
- Bad workmanship and wastage / spoilage of material thereby.
- Blockage of materials in the contractors premises (due to prolonged Lockout or any other Force Majeure condition) which affects GRSE's production.
- Infidelity of contractors.

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.

(17) SITE-INCHARGE/ LOG BOOK/ HINDRANCE & OTHER RECORDS:

- One fully responsible and Qualified Site-in-charge has to be posted at the site during progress of work.
- Attendance Register, Wage Register etc are to be maintained daily for the particular job on board and to be shown as and when required.
- Details of technical personnel deployed for the job.
- Monthly progress report.
- 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 liquidity damages.

(18) WORKING HOURS:

The Contractor's normal working hours shall be in between 8AM-5PM. Work may also be required to be carried out in day or night shift 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 at no extra cost.

(19) INDIVIDUALITY OF THE CONTRACT:

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.

- (20) Sufficient Supervisory Staff should be provided by you during execution of work and in case of any accident/ damage to GRSE properties, full responsibility will be attributed to you and loss incurred will be recovered from you.

(21) SECRECY OF INFORMATION:-

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.

(22) REGISTRATION OF APPROVED VENDOR:

The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. . If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.

(23) CONTRACT WORKMAN WAGE PAYMENT: -

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.

- (24) In case of Limited tender any bidder is not interested to quote, Vendor's confirmation of having received the tender but not willing to quote / regretting to quote, must be forwarded for GRSE reference & records. This should be treated as a requirement for the Vendor's name to be retained in GRSE's select list. In case where a particular Vendor has not responded to tender enquiry for more than 3 times, its name will be liable for de-registration.

(25) INSPECTION:-

- (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.

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.

(26) CORRECTION OF ERRORS:

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

- (i) For manual tendering:-
 - 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 E-PROCUREMENT:-

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.

(27) FORCE MAJEURE:

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.

(28) **TERMINATION OF CONTRACT:** 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.

(29) **DAMAGE OF MATERIALS / EQUIPMENTS:** 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 man. The cost of damage will be suitably recovered from vendor's bills.

(30) **OFFICE & STORAGE SPACE:** 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.

(31) **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."

(32) **JURISDICTION:** 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) GSRE 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 NIT (Notice Inviting Tender) and STAC, 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.

INTEGRITY PACT

Between

M/s Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal" and hereinafter referred to as "the Bidder/Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for "Name of the job:-----". The principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder(s)/ or Contractors (s).

In order to achieve these goals, the principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

Section 1- Commitments of the principal

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The principal will in particular, before and during the tender process, provided to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons.

[2] If the principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2- Commitments of the Bidder(s)/Contractor(s)

[1] The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign particulars, if any. Further details as mentioned in the "Guidelines on Indian agents of Foreign suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign supplier" is annexed and marked as annex.

e. The Bidder(s)/Contractor(S) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

[2] The Bidders(s)/ Contractor(s) will not instigate third persons to commit offences, outline above or be an accessory to such offence.

Section 3- Disqualification from tender process and exclusion from future contracts.

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidders(s)/ Contractor(s) from the tender process or take action as per the extant procedure of the company.

Section 4- Compensation for Damages.

1) If the principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the principal is entitled to demand and recover the damages equivalent to earnest Money deposit/Bid security.

2) If the Principal has terminated the contract according to section 3, or if the

principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 2) If the Bidder makes incorrect statement on this subject he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing"

Section 6- Equal treatment of all Bidders/Contractors/Sub-contractors.

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractors a commitment in conformity with this integrity pact, and to submit it to the principal before contract signing.
- 2) The principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-Contractors.
- 3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.

Section 7- Criminal charges against violating Bidder(s) Contractor(s)/Sub-Contractor(s)

If the principal obtains knowledge of conduct of a Bidder, contractor or subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Sub contractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the principal will inform the same to the Chief Vigilance Officer.

Section 8- Independent External Monitor/Monitors

- 1) The Principal appoints competent and credible Independent External Monitor for this pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- 3) The Bidder(s)/Contractor (s) accepts that the Monitor has the right to access without restriction to all project documentation of the principal including that provided by the contractor. The contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) /Subcontractor(s) with confidentiality.
- 4) The Principal will provide to the Monitor sufficient information about all meeting among the parties related to the project provided such meetings could have an impact on the contractual relations between the principal and the contractor, The parties offer to the Monitor the option to participate in such meetings.

5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the management of the principal and request the management to discontinue or take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the principal and should the occasion arise, submit proposals for correcting problematic situations.

7) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Independent Directors on the GRSE Board.

8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

9) The word 'Monitor' would include both Singular and plural.

Section 9- Pact Duration:

This pact begins, when both parties have legally signed it. It expires for the contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Chairman of GRSE.

Section 10- Other provisions:

1) This agreement is subject to Indian Law, place of performance and jurisdiction is the Registered Office of the principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(For & On behalf of the principal)

(For & On behalf of the Bidder/Contractor)

Place

Place

Date

Date

Witness 1
(Name & Address)

Witness 2
(Name & Address)

FORMAT FOR EXECUTED RELEVANT JOBS DURING LAST 03 YEARS ENDING ON 31.03.2022 TO JUSTIFY TECHNICAL ELIGIBILITY

1. **Name of the Bidder:**

2. **Job Description:**

3. **Tender Reference:**

(A) Details of Executed relevant jobs :

Sl. No.	Description of Executed relevant jobs	Order No. & Date <i>(Supporting soft or, hard copy to be submitted)</i>	Start & Completion date as per Order	Actual start date	Actual Completion Date	Order placed by	Value of Purchase order	Work completion certificate Ref. No. & date <i>(Supporting soft or, hard copy to be submitted)</i>

(Signature of Authorized Representative)

Date:

Name:

Designation:

Note: Please add additional pages if required

FORMAT ON FINANCIAL ELIGIBILITY CRITERIA

1. **Name of the Bidder:**
2. **Job Description:**
3. **Tender Reference:**

A. Financial Data for evaluating Financial Eligibility

SL. No.	Financial Years	Turn Over (Rs. In Lacs)
1	2021-22	
2	2020-21	
3	2019-20	

(Signature of Authorized Representative)

Date:

Name:

Designation:

**FORMAT OF SELF-CERTIFICATION FOR DECLARATION REGARDING BLACKLISTING/
TENDER HOLIDAY**

(To be submitted in Company's Letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----
---have neither been blacklisted nor have received any tender holiday by any PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations during last 03 (three) years ending on 30.04.2022 from taking part in Government tenders.

Or

I / We Proprietor/ Partner(s)/ Director(s) of M/s. ----- hereby declare that our firm/company namely M/s.-----has received tender holiday from M/s------(name of PSUs/Central & State Govt. Organizations or any other Government / Quasi Government Organizations) from taking part in Government tenders for a period of ----- months w.e.f.-----to ----- (date). The period is over on -----(date) and now our firm/company is entitled to take part in Government tenders. (relevant withdrawal/revocation document is attached).

In case the above information are found inappropriate, I/We are fully aware that the offer submitted by our firm / contract awarded to our firm/company namely M/s -----
-----will be rejected/cancelled by M/s GRSE, and EMD/SD shall be forfeited and appropriate action will be taken in accordance with the vendor policy of GRSE.

Signature -----

Name -----

Designation: -----

Name & address of the firm: -----

Date:

Signature of Bidder with Seal.

CHECK LIST FOR BILL SUBMISSION - for Service Contracts				
A.	GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)			
A.1	BTN (as per BTS System):-			
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)			
A.3	PO Number			
A.4	Name of Vendor			
A.5	Location of work :			MW / RBD/ FOJ/ TU / 61Park/Vendor's premises
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)			YES	NO
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put ✓ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp

Note: Transaction fee of Rs. 500.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate documents will be charged.

CHECK LIST FOR BILL SUBMISSION - for Service Contracts

For GRSE Use Only

B.	To be checked and verified by Bill certifying authority (Put ✓ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet(SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put ✓ Mark)			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed(if GP is not over)			

Signature of GRSE Bill Certifying Authority
with Designation
