



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



**:: NOTICE INVITING TENDER ::**

**ITEM: REPLACEMENT OF RADIATOR BANK**

**E-TENDER NO.: PUR/AD/OT/MT-45/RADIATOR FIN/RA-3395**

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)  
MANAGER (PURCHASE)

For any clarification please contact –

<u>Sl.</u>		<u>Contact Details</u>
1	For any kind of technical specification related quarries	<b>Md. Sabir Ali, Dy. Manager (ES)</b> Email: <a href="mailto:Ali.Sabir@grse.co.in">Ali.Sabir@grse.co.in</a> Mob: 9434565057 ,7605007212
2.	For any kind of commercial related quarries	Mr. Arup Das, Manager (Purchase) E-mail: <a href="mailto:das.arupkr@grse.co.in">das.arupkr@grse.co.in</a> Mr. Saraswata Palit, DGM (Purchase) Email: <a href="mailto:Palit.Saraswata@grse.co.in">Palit.Saraswata@grse.co.in</a>
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement Cell E-mail : <a href="mailto:mtl.eproc@grse.co.in">mtl.eproc@grse.co.in</a> Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)

**- TECHNICAL TERMS -**

1. **TECHNICAL SPECIFICATION / SCOPE OF SUPPLY: -**

Refer to SOTR NO. attached in Specification Document link. For site visit please contact Md. Sabir Ali, Dy. Manager (ES) 61 Park Unit, [ali.sabir@grse.co.in](mailto:ali.sabir@grse.co.in) 7605007212, 9434565057



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## **-: BID SUBMISSION TERMS & CONDITIONS :-**

Tender is invited from manufacturers/authorised dealers for entering into one-year rate contract for supply of different types of consumables for Plotter. Garden Reach Shipbuilders & Engineers Ltd. (GRSE Ltd.), hereinafter referred to as Purchaser, intends to procure items as per specifications given below and invites E-tender from registered / new vendors with the following terms & conditions: -

1. **PRICE DISCOVERY & PRICE BASIS: -**

- a) Price shall be discovered through online, to be conducted by M/s National Informatics Centre (NIC), service provider to GRSE. **ONLY THE TECHNO-COMMERCIALY VALID VENDORS SHALL BE ALLOWED TO PARTICIPATE IN THE ONLINE REVERSE AUCTION EVENT, THE DATE & TIME OF WHICH SHALL BE INTIMATED TO ALL THE ELIGIBLE VENDORS BY THE SERVICE PROVIDER IN DUE COURSE.**
- b) Start bid price which shall be promulgated prior to commencement of reverse action, which shall be on F.O.R. GRSE basis i.e. inclusive of basic price, packing & forwarding charge, freight and transit insurance.
- c) Prices should remain valid for **90 days** from the date of opening of bid and shall remain firm & fixed till complete execution of the order & shall not attract any escalation whatsoever.

2. Tender must be submitted in system generated data sheet format which is provided through E-Procurement in Two Part (Techno-Commercial Bid & Price Bid). The mentioned information should be clearly filled up in E-Procurement and upload the same. Price Bid need to be filled up in given Price Bid Data Sheet only, no other attachment regarding price will be allowed if so then offer will be treated as cancelled. Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E- Procurement mode

3. Techno-commercial bid must be submitted within due date through e-tendering system procedure.

Price shall be discovered through online bidding process to be conducted by the service provider. The start bid price shall be on F.O.R. GRSE basis inclusive of proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing, forwarding, freight & insurance as the case may be & to be kept firm till execution of order in full.



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## **- COMMERCIAL TERMS & CONDITIONS -**

1. Tender must be submitted in system generated data sheet format which is provided through E-Procurement. The mentioned information should be clearly filled up in E-Procurement and upload the same.
2. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER: -**
  - a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
  - b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
  - c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.
3. **OFFER VALIDITY: -**

Offer must remain firm and open for acceptance for 90 days from the RA end date.
4. **TERMS OF PRICE: -**

Quoted price in INR must be on F.O.R. destination GRSE Kolkata basis, inclusive of all taxes & duties and to be kept fixed and firm till execution of order in full. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier. No price escalation is allowed at any stage. Contracts to be awarded on fixed price basis. No any other charges will be paid extra.
5. **L-1 DETERMINATION: -**

L-1 shall be decided on Totality Basis with tax and any other applicable cess.
6. **DELIVERY SCHEDULE & JOB COMPLETION PERIOD: -**

Within 30 days from receipt of LOI/Order or handing over of clear site whichever is later
7. **MODE OF DISPATCH: -**

To be delivered at vendor's own cost. E-way bill to be arranged by vendor end if required.
8. **CONDITIONAL OFFER: -**

No conditional offer and hard copy of offer will be accepted.
9. **EXECUTION OF ORDER: -**

Order once placed must be executed in full within the stipulated schedule period.
10. **OPTION CLAUSE / QUANTITY ENHANCEMENT: -**

GRSE reserves the right to increase or decrease the quantity to be ordered up to 25% of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 25% of the contract quantity at the same rate and terms and conditions.



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**11. SPLITTING / DIVISIBLE OF QUANTITY: -**

Splitting/ divisible of tendered item is not applicable against this tender enquiry. If can case of price match under Purchase Preference order will be awarded for full/complete supply of tendered item.

**12. TAX: -**

Applicable rate of GST & its HSN code must be clearly indicated in the bid & matrix.

**13. INSPECTION AUTHORITY: -**

Receipt inspection by In charge CSR HR Dept.

**14. PAYMENT TERMS: -**

100% payment with full tax through ECS/NEFT within 30 days against online submission of GST E-invoice/ Digitally Signed Invoice through OBPS portal with Gate In entry report and acceptance of material i.e. GR as appeared in OBPS portal supported by a Performance Bank Guarantee (PBG) of 05% of order value without tax.

In case of non-submission of PBG, 95% payment with full tax through ECS/NEFT within 30 days against online submission of GST E-invoice/ Digitally Signed Invoice through OBPS portal with Gate In entry report and acceptance of material i.e. ICGRN as appeared in OBPS portal and balance 5% will be retained from the invoice and will be paid after expiry of guarantee period against submission of claim invoice/claim letter.

**15. SUBMISSION OF PERFORMANCE BANK GUARANTEE (PBG)**

Bank Guarantee should be executed on the non-judicial stamp paper of Rs. 100/- which should be obtained in the name of the executing Banker. Bank Guarantee must explicitly mention GRSE, SAP PO No. and should be executed strictly as the GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. Hard Copy/ Original BG must be submitted by supplier's bank **on banker's sealed envelope** directly to Arup Das, Manager (Purchase), Commercial Dept, 2nd Floor, Garden Reach Shipbuilders & Engineers Ltd., 61 Park, Garden Reach Road, Kolkata – 700024. BG No. & PO No. to be mentioned at the top of the envelope. BG in PDF is to be uploaded by the vendor in OBPS portal

**16. RIGHT OF INVOCATION OF BANK GUARANTEE: -**

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

**17. GUARANTEE: -**

The work including material supplied by vendor should have 12 months warranty from date of completion of work including arresting of oil leakage from the said transformer, Buchhloz Relay & Conservator Tank. Any other defect found during guarantee/warranty.

**18. INSPECTION AUTHORITY: -**

Inspection by GRSE user dept (ES Dept-61 Park Unit) or his authorized representatives.

**19. LIQUIDATED DAMAGE: -**



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All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the lot order subject to a maximum of 10% of the value of the lot order for the delayed part.

**20. RISK PURCHASE: -**

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

**21. FORCE MAJEURE: -**

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

**22. INDIVIDUALITY OF CONTRACT: -**

This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

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

**24. ARBITRATION: -**

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

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

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

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

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble



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High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.

vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

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

viii) The language of the proceeding shall be in English

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

In the event deployment of contract workers inside the factory premises is found imperative, the contractor has to mandatorily comply with the following labour enactments for deployment of their workers inside GRSE:

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

**26. JURISDICTION: -**

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata court irrespective of the location of the vendor.

**IMPORTANT NOTE: -**

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) 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 "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.



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**ANNEXURE: -I**

**ACCEPTANCE FORMAT (MATRIX) OF COMMERCIAL TERMS**

(Refer to Commercial Term & Conditions)

**ITEM: REPLACEMENT OF RADIATOR BANK**

FIRM NAME & ADDRESS					
CONTCAT PERSON: -					
E-MAIL: -					
MOBILE: -					
FIRM OFFER REFERENCE NO. & DATE (IF ANY)					
Commercial Clause no.	Bidders Remarks	Commercial Clause no.	Bidders Remarks	Commercial Clause no.	Bidders Remarks
1		11		21	
2		12		22	
3		13		23	
4		14		24	
5		15		25	
6		16		26	
7		17			
8		18			
9		19			
10		20			

**NOTE:**

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

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



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**ANNEXURE: -II**

**FORMAT OF PERFORMANCE BANK GUARANTEE**

(To be executed on Non-judicial stamp paper of Rs. 100/- purchased in the name of the Executing Bank)

THIS DEED OF GUARANTEE made in this \_\_\_\_\_ day of \_\_\_\_\_ between \_\_\_\_\_ (hereinafter called 'THE BANK') which expression shall unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE PART and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED having their Head Office at 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called 'THE BUYERS') which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office and assigns of the other part. WHEREAS Messrs. \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereafter called 'THE SELLER') have accepted an Order No. \_\_\_\_\_ for supply of \_\_\_\_\_ from the Buyer to manufacturer and deliver the same to Buyer in good condition. AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a Bank Guarantee comprising of the value of order amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) for the satisfactory performance of the equipments supplied against the order at least for a period of \_\_\_\_\_ from the date of supply, i.e. from \_\_\_\_\_ AND WHEREAS the Buyer, has agreed to accept such Bank Guarantee. NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. \_\_\_\_\_ only, as may become payable to the Buyer by the Seller by virtue of or arising out of the terms and conditions of the said order, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or dissolution or winding up of the business of the Seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this present shall not be imparted in any way by any extension of time or variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the Buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with said order have been fully satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a Bank's liability under this indenture shall remain in full force from the date of issue of the Guarantee till \_\_\_\_\_ and is limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). Our Guarantee shall remain in force upto \_\_\_\_\_ unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

Dated this day of, 20 \_\_\_\_ at \_\_\_\_\_

Signature of Bank's Authorised  
Signatories with Code No., Name,  
Designation and Bank Stamp.