



Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, Under Ministry of Defence)

43/46, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: www.grse.in

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

:: NOTICE INVITING TENDER ::

ITEM: SUPPLY OF “LSHF HSD” FOR GRSE 1 MWDA P17A AT GRSE/DEP RANCHI

E-TENDER NO. : PUR/RKJ/P17A/ST/Oil - LSHFHSD/ET-1667

Indent No.	1000036486
Yard No.	1265-01,1265-02, 1265-03, 3022 & 3023

SL.	DESCRIPTION	QUANTITY
1.	LSHF HSD LSHF/HSD AS PER IS:1460-2005	56 KL
2.	LSHF HSD LSHF/HSD AS PER IS:1460-2005	36 KL
3.	LSHF HSD LSHF/HSD AS PER IS:1460-2005	36 KL
4.	LSHF HSD LSHF/HSD AS PER IS:1460-2005	36 KL
5.	LSHF HSD LSHF/HSD AS PER IS:1460-2005	36 KL

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(RAJESH KUMAR JAISWAL)
MANAGER(PURCHASE)

Phone: (033) 2469 8100-8113 (Ext.:214)

E-mail: Jaiswal.RajeshKumar@grse.co.in

Commercial Dept., First Floor, New Office Building,
43/46, Garden Reach Road, Kolkata-700 024



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-: TERMS & CONDITIONS :-

- TECHNICAL TERMS -

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

PROCUREMENT OF LSHF HSD FUEL FOR TESTING OF 1MWDA P17A AT DEP RANCHI.

SOTR (Statement of Technical Requirement)

- i. Requirement of Low Sulphur High Flash High Speed Diesel (LSHF HSD) Fuel as per Test Report.
- ii. Load Should be approximate 20/12 KL per lot.
- iii. Each supply accompany with test certificate.
- iv. During unloading measurement of fuel will be taken by sounding/gauge method.
- v. Delivery will be as per GRSE requirement.

2. For any clarification please contact -

<u>Sl.</u>		<u>Contact Details</u>
1	For any kind of technical specification related queries	Mr. Dilip Kumar Jagattar Singh, AGM(I/C-DEP) Email : Singh.Dkj@grse.co.in Mob : 9771490394
2.	For any kind of commercial related queries	Mr. Rajesh Kumar Jaiswal, Manager(Purchase) Email : Jaiswal.RajeshKumar@grse.co.in Mob : 93054 21859
3.	For any kind of tender uploading / registration / view problem / queries	GRSE E-Procurement Cell Email : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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- COMMERCIAL TERMS -

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. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -
 - a. GeM (Government eMarketplace) <https://gem.gov.in>
 - b. TReDS (Trades Receivables e-Discounting System) www.invoicemart.com

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. NSIC Single Point Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid along with a valid relevant NSIC Single Point Registration Certificate up to its monetary limit.

4. BENEFITS OF MSE POLICY :-

A) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises.

Relevant document, Entrepreneurs Memorandum (EM Part-II) / NSIC / Udyog Aadhar Memorandum (UAM), for manufacture/supply of concerned equipment/item, must be submitted along with the offer for such purpose to claim the benefit.

- B) Following facilities/benefits will be given to MSEs :-
- (a) Issue of Tender Sets free of cost.
 - (b) Exemption from payment of Earnest Money Deposit.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point registration for manufacture / supply of concerned equipment/item, will additionally be exempted from submitting the security deposit upto the monetary limit for which the unit is registered.

C) (a) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

To avail this purchase preference, submission of EM-II / NSIC / UAM certificate is mandatory failing which the benefit will not be accorded.

(b) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 20% of the order value equally.

D) (a) In case the MSE is owned by SC/ST owners then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs.



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(b) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.

E) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

F) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE will to be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.

G) To qualify for entitlement as woman entrepreneur owned MSE, the certificate issued by the concerned authority must be submitted along with the offer.

H) All Micro & Small Enterprises are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public Procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprises will not be extended.

I) GRSE, being a public sector enterprise, endeavors to support the Micro and Small Enterprises for facilitating their promotion and development and enhancing their competitiveness. Bidders may therefore procure all such parts / components, as contained in the list available on GRSE website, required in manufacturing of the ordered equipment / products, from MSEs and a certificate to that effect (with details of the vendors, value of procurement and quantity) may be furnished with the bills.

(Note: MSE policy is subject to amendment)

5. **VALIDITY :-**

All Tenders must remain firm and open for acceptance **for 120 days** from the due date. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

6. **CONDITIONAL OFFER :-**

No conditional offer and hard copy of offer will be accepted.

7. **TERMS OF PRICE :-**

The rate quoted must be legible & to be kept firm till execution of order in full.

8. **TERMS OF DELIVERY :-**

For delivery on F.O.R. GRSE, Diesel Engine Plant, Ranchi door delivery basis (inclusive of Packing, Forwarding, Freight and Insurance charge, if any is to be borne by the supplier).

9. **TAX :-**

Goods and Service Tax (GST) will be paid extra. Accordingly firm to indicate GST rate & HSN/SAC Code with proper document (scanned copy).

10. **INSPECTION :-**

Receipt Inspection by GRSE, Diesel Engine Plant, Plaza Road, Dhurwa, Ranchi

11. **GUARANTEE / WARRANTY :-**

The supplied materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / using OR 18 months from the date of receipt of material at GRSE whichever



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is earlier, against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery.

Any defect of the supplied material if found during the guarantee period, the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.

12. **DOCUMENTATION :-**

- a) Maker's Test Certificate and Guarantee Certificate towards free replacement against manufacturing defect must accompany with the supply. Original Guarantee Certificate to be submitted.
- b) Scanned copies of the above certificates are to be emailed to the ordering authority for records.

13. **PAYMENT TERMS :-**

(A) FOR VALUE OF ORDER GREATER THAN RS. 2 LAKH –

100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Received Challan through ECS/NEFT mode and against submission of Performance Bank Guarantee for 3% of order value in GRSE format valid till expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

OR

97% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Received Challan through ECS/NEFT mode and balance 3% will be paid after expiry of guarantee period. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

(B) FOR VALUE OF ORDER LESS THAN RS. 2 LAKH –

100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Received Challan through ECS/NEFT mode. ICGRN will be issued only after receipt of acceptance of material at GRSE.

N.B. :-

The supplier shall stipulate the following on delivery Challan :-

"We undertake to make up short fall / discrepancy in supply if any within a reasonable time".

Note :-

Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Packing List which may require for receipt & acceptance of material GRSE Store to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non submission of above documents (hand & soft copy) will liable to delay in process for payment.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

14. **PERFORMANCE BANK GUARANTEE (PBG) :-**

The supplied materials are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning / using OR 18 months from the date of receipt of material at GRSE whichever is earlier, against improper design, defective materials and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery. Any defect of the supplied material if found during the guarantee period, the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.

A Bank Guarantee covering 3% value of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guarantee period from the date of despatch / supply of last consignment. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.

In case PBG is not submitted, 97% payment will be released & balance 3% after completion of Guarantee Period.



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15. **PROCEDURE FOR SUBMISSION OF BANK GUARANTEE :-**

Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.

Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address :- Chief General Manager(F), Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024.

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. **EXECUTION OF ORDER :-**

Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

18. **SUBMISSION OF DOCUMENTS :-**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

19. **DELIVERY SCHEDULE :-**

WITHIN 30 DAYS FROM THE DAYE OF PO/LOA.

20. **DELIVERY POINT :-**

- a) Materials to be delivered to GRSE, Diesel Engine Plant, Plaza Road, Dhurwa, Ranchi-834004
- b) Ordered Materials, if delivered at GRSE, must be supplied between 09:00 AM to 12:00 Noon and 01:30 PM to 04:00 PM only on full working days and between 09:00 AM to 11:00 AM on half working days. Late supply will not generally be accepted.
- c) The items are to be delivered against proper delivery challan / consignment note (in quadruplicate) indicating Purchase Order details, Material Code Nos., Yard Nos. are also to be marked/tagged on the items.

21. **MODE OF DESPATCH :-**

a) For local supplier :

To be delivered to GRSE at your cost.

b) For outside supplier :

The items to be dispatched preferably through GRSE nominated transporter on freight paid & door delivery basis. The materials are to be suitably packed to avoid transit damage / pilferage.

Way Bill / Road Permit : As per notification of GST Council, online Way Bill has to be generated through GST Way Bill portal. Supplier / authorized transporter can generate online Way Bill.

22. **TRANSIT INSURANCE :-**

Will be arranged by you at your cost.

23. **FORCE MAJEURE :-**



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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.

24. **REJECTION OF MATERIALS :-**

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.

25. **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.

26. **CANCELLATION OF ORDER :-**

In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

27. **ACCEPTANCE :-**

It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.

28. **SECRECY CLAUSE :-**

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

29. **PATENT RIGHT :-**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

30. **LIQUIDATED DAMAGE :-**

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of the value of the order for the delayed part. To release L.D. amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee.

31. **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.

32. **ARBITRATION :-**



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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.

33. **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.

34. **COMPLIANCE WITH LAWS :-**

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

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

36. **You will have to submit bid in Two Part (Techno-Commercial Bid & Price Bid) in e-Procurement mode where all data sheet will be available for download, need to fill up the required field and upload the file. 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.**

37. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement.



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38. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.
39. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.
40. All other terms & conditions as per GRSE STACs.

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.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

**(RAJESH KUMAR JAISWAL)
MANAGER(PURCHASE)**

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