



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डन रीच शिपबिल्डर्स एण्ड इंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारत सरकार का प्रतिष्ठान)

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CINसी आई एन: L35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

निविदा आमंत्रण सूचना

Garden Reach Shipbuilders & Engineers Limited a **leading Warship Builders and Engineering Product Company**, invites M/s. DHL Express India Pvt. Ltd., 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/ST/Courier-Seychelles 2116/048/ET-1646 **Dated: 23.06.2021**

Job Title कार्य का नाम: "Rate Contract for Door to Door delivery of materials from Kolkata or Mumbai to Seychelles or back through Air mode for Yard 2116" as per **SOTR No: Store/ICC/KD/D2D Seychelles/AIR/2021-23/SOTR/01 (Annexure I)**

Tender issuing Dept. बिभाग द्वारा जारी: **Contract Cell, GRSE Main Unit.**

ARTICLE 1 अनुच्छेद-1: SCHEDULE OF CALENDAR DATESसमायावली की अनुसूची -

SCHEDULEसारणी		
Pre Bid Meeting बोली-पूर्व बैठक	N.A	NA
Tender Due Date निविदा जमा की अंतिम तिथी	30.06.2021	12:00 hrs.
Tender Opening Date (Part I) निविदा खुलने की तिथी	30.06.2021	14:00 hrs.
Offer Validity Period minimum ऑफर की नियुक्तम वैधता अवधी	90 days from Tender due date	

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

FEES / DEPOSITS	
Tender Fee (refer clause 3 of STAC) निविदा प्रपत्र मूल्य (स्टैक के परिच्छेद 03 में उद्धृत)	Not applicable
Earnest Money Deposit (EMD) (refer clause 4 of STAC) बयाना राशि जमा (स्टैक के परिच्छेद 04 में उद्धृत)	Not applicable
Security Deposit (SD) प्रतिभूति	3 % of Order Value
Penalty जुर्माना	Not Applicable
Billing Frequency बिल करने की अवधी	Monthly
Evaluation of L1 एल1 का मूल्यांकन	Not applicable

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

Annexure 1 संलग्नक-1	Statement of Technical Requirement (SOTR)
Annexure 2 संलग्नक-2	GRSE Standard Terms And Conditions (STAC)
Annexure 3 संलग्नक-3	Bid Security Declaration Form
Annexure 5 संलग्नक-5	Format for – Non Disclosure Agreement
Annexure 6 संलग्नक-6	Contractors Responsibility
Annexure 7 संलग्नक-7	General Requirement
Annexure 8 संलग्नक-8	Check List for Bill submission
Annexure 9 संलग्नक-9	Bank Guarantee Format for SD
Annexure 10 संलग्नक-10	Bank Guarantee Format for PBG
Annexure 12 संलग्नक-12	Guide line for Bank Guarantee
Annexure 13 संलग्नक-13	Check list of Statutory Responsibility
Annexure 14 संलग्नक-14	Format of bank guarantee for stage payment

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 स्वअभिप्रायित दस्तावेज		
1	Technical Acceptance format as available with NIT after being downloaded and filled up	Yes/No
2	Commercial Acceptance Format as available with NIT after being downloaded and filled up	Yes/No

- In case of non-submission of documents as mentioned above, the bidder is liable to be considered as disqualified.
- 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	NIL	Not Applicable
2	EMD Instrument	NIL	Not Applicable

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

(A)Period of Contract अनुबन्ध का समय – The contract will be valid for a period of 02 (Two) Years from the date of placement order. The contract period may be extended/reduced as per requirement of GRSE Ltd. The job is to be started immediately on receipt of order in consultation with Store Dept.

(B)Mobilization Period लामबंदी अवधी- Immediately to contact Nodal Officer from Store Department on receipt of the LOA/Order.

(C)Job Starting & Completion Schedule कार्य समाप्ती तिथी: – Job to be executed as per requirement & instruction of Store Dept./Official of Import Clearance Cell. Material to be delivered at destination within 15 days from the date of collection.

ARTICLE 7अनुच्छेद-7: JOB EXECUTION कार्य निष्पादन –Job is to be carried out strictly as per SOTR, GRSE requirement and in case of doubt, instructions of the Nodal Officer from Store Dept/his authorised representative is to be followed.

ARTICLE 8अनुच्छेद-8: GURANTEE& WARRANTEE गारंटी एवं वारंटी -
Not Applicable.

ARTICLE 9अनुच्छेद-9: PRICE मूल्य -

Price quoted will be firm and fixed (excluding GST) for initially for a period of 01 year. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Price bid and will be paid extra.

ARTICLE 10अनुच्छेद-10: ESCALATIONमूल्य वृद्धि-

1. Freight rate is fixed as per published rate. Any upward variation during the year or during the contract, shall be negotiated and finalized mutually.
2. Price variation in regards to published rate of FSC, SSC and any other charges may be considered on case to case basis and the concerned bill is to be submitted with proof of published rate as and when applicable."

ARTICLE 11अनुच्छेद-11: UNREASONABLE QUOTES अतर्कसंगत भाव –
Not Applicable.

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

Offer should be valid for 90days 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 90days against valid reason.

ARTICLE 13अनुच्छेद-13: CONDITIONAL OFFER सशर्त प्रस्ताव -

Conditional offers w.r.t. SOTR will not be accepted. However in case the bidder wishes to deviate from any/ some 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.

ARTICLE 14अनुच्छेद-14: DETERMINATION OF L1एल-1 का चयन -
Not Applicable.

ARTICLE 15अनुच्छेद-15: BOQबी ओ क्यू –

BOQ as part of SOTR given in the tender is tentative. It may vary according to actual requirement of job during the period of rate contract. The selected Bidder has to execute the required quantity at same rate and terms & Condition.

ARTICLE 16अनुच्छेद-16: OPENING OF BIDS निविदाखुलना-

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 qualify 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 farther processing.

ARTICLE 17अनुच्छेद-17: MICRO& SMALL ENTERPRISES सूछ्छमएवंचोटेउद्योग -

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 Clause02 of STAC).

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.

ARTICLE 18अनुच्छेद-18: AWARDING JOBS TO MULTIPLE BIDDER बहुलबिडरकेलिएठेकाकार्य -

Not Applicable

ARTICLE 19अनुच्छेद-19: ELIGIBILITY CRITERIA पात्रताकेमापदंड -

- a. **Technical Criteria तकनीकी मापदंड** – Not Applicable
- b. **Financial Eligibility Criteria वित्तीय मापदंड** – Not Applicable

ARTICLE 20अनुच्छेद-20: INSTRUCTION TO THE BIDDERS बिडरहेतुअनुदेश –

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, the same 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 assume all safety related responsibilities 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 Engineer in-charge.
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 Acts applicable thereto.
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 taken further.
9. Contractors are responsible to clean up the area of work w.r.t all sort of debris generated on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning activity and charge the contractor with penalty of up to 25%.
10. Bidder has to declare, in what capacity he is participating in the tender viz. PSU, Limited Co, Pvt .Ltd. Co. Sole Proprietorship Organization, Partnership firm, Joint Venture etc. Supporting documents (scanned copy) confirming such status to be uploaded as attachment to Part I bid.
11. A Bidder is allowed to submit only one Bid under any capacity / status.
12. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOR or other technical terms may be got clarified from (Mr. Kaustubh Datta , SM(Service & CC)) mobile No. 6291092871/ Datta.Kaustubh@grse.co.in) prior to submission of offer.
 - b. Any difficulty in submitting / uploading of e-tender or for any system help MGR (GRSE E-PROCUREMENT) e-mail/Bose.ParthaSarathi@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.

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 <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) Bidder 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) Bidder need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price 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 TENDERDOCUMENT

- a) 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.
- b) 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.
- c) 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 APLLICABLE CLAUSES ठेकाजारी करने के पश्चात लागू उपधारा –

i. Security Deposit प्रति भूतिजमा -

Non-interest bearing security deposit of 3% of total order value is to be deposited in the form of DD / BG within 15 days of receipt of Purchase Order. The clause is elaborated at clause 05 of STAC.

The firms' registered with NSIC can be exempted from submitting Security Deposit up to the monetary limit for which the unit is registered. And that of Security Deposit will be sought from the vendor if the value of purchase orders greater than the monetary limit.

ii. Work Done Certificate (W.D.C.) कार्य पूर्ति प्रमाण-पत्र (डबल्यू.डी.सी)-

Work done certificates shall be issued by GRSE representatives of Nodal officer from Store Dept./GRSE Import Clearance Cell after completion of job of individual stage.

iii. Bill Submission बिल प्रस्तुति-

On obtaining WDC, bills are to be raised in line with job stage recognition stated in SOR else on completion of assignment. Bills are to be submitted (in triplicate) 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. For this courier service related bill, sealed envelope should be addressed to DGM (Store).

iv. Payment Terms भुगतान की शर्तें-

The certified bill amount by DGM (Store) or his nominated representative will be paid within 30 days of receipt of bill along with Work Done Certificate after execution of individual stage. Bill, deductions against it and Work Done Certificate to be duly signed by the Nodal officer from Store Dept./GRSE Import Clearance Cell.

v. 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.

ARTICLE 24 अनुच्छेद 24: SUBMISSION OF BID बिडकीपेशी –

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 बोलीपूर्व बैठक – Not Applicable

A. J. KANDIR
SM (Contract)
GRSE Ltd. 43/46 Garden Reach Road
Kolkata-700024
(Contact No.9163361808)

SOTR

GRSE Ltd.	Biennial Rate Contract for Export and Import of any materials through AIR Mode from Kolkata or Mumbai to Seychelles and vice versa on door to door delivery basis.	SOTR NO. STORES/ICC/KD/ D2D SEYCHELLES /AIR / 2021-23/SOTR/01
Import Clearance cell- Stores		
Inspection:	Prepared By: K.Datta, SM(service & CC) & Mr. L.C.Manna -AM (Import Clearance Cell)	Checked By: Mr. T.Pramanick, DGM(Store)

STATEMENT OF TECHNICAL REQUIREMENT (SOTR) AND SPECIAL TERMS & CONDITIONS**CONTENTS**

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STATEMENT OF REQUIREMENT (SOTR)

Tender No----- DTD.

Subject: Biennial Rate Contract for Export and Import of any materials through AIR Mode from Kolkata or Mumbai to Seychelles and vice versa on door to door delivery basis.

1. Scope of Work:

The International Freight forwarding agent should perform following activities on door to door delivery basis for Export and Import of any GRSE materials through AIR Mode from Kolkata or Mumbai to Seychelles and vice versa :

A. Export of GRSE Materials to Seychelles:

- i. Freight Forwarder shall primarily collect the shipping documents, within 48 hours of intimation of readiness of documents by GRSE Import Clearance Cell.
- ii. Freight forwarder has to pick up the consignment within 48 hours of intimation by GRSE Import Clearance cell from GRSE Kolkata / GRSE Mumbai or from any part of India as directed by GRSE officials of Import Clearance cell after initial processing and verification of documents
- iii. Duty free Customs Clearance at Kolkata or Mumbai during onward movement to Seychelles.
- iv. Transportation of Material through AIR mode to Seychelles Airport within 7 days from pickup of consignment .
- v. Customs Clearance at Seychelles.
- vi. Transportation / Door delivery of material to Seychelles Coast Guard within 48 hours of arrival at Seychelles.
- vii. Payment of Customs duty at Seychelles, if applicable, but after confirmation from GRSE.
- viii. Forward the Customs processed Shipping bill and customs endorsed Invoice, packing list, COO , GR / EDF waiver certificate etc. within 24 hours of shipment from Kolkata or Mumbai..
- ix. Provide online tracking of consignment within 24 hours of picking up of consignment.
- x. Advance 48 working hours intimation to rep. of Seychelles Coast Guard as well as to GRSE Import clearance cell before arrival of consignment at Seychelles.
- xi. Obtain Receipt of consignment on LR / AWB from Seychelles Coast Guard with due sign, date and stamp and forward the same copy docs as POD to GRSE Import Clearance cell.

B. Import of GRSE Materials from Seychelles to GRSE Kolkata / Mumbai

- i. Freight forwarder has to pick up the consignment from Seychelles Coast Guard warehouse / office or as directed by GRSE Import Clearance cell within 48 hours of intimation for pickup.
- ii. Before pick up of any consignment from Seychelles, freight forwarder has to forward the Invoice, Packing list and other shipping docs to GRSE Import Clearance cell for verification and confirmation.
- iii. Duty free Customs Clearance at Seychelles during onward movement to GRSE Kolkata or Mumbai.
- iv. Transportation of Material through AIR mode to Kolkata or Mumbai Airport or as directed by GRSE Import Clearance cell within 7 days from pickup of consignment.
- v. Advance 48 working hours intimation to GRSE Import clearance cell before arrival of consignment at Kolkata or Mumbai along with relevant documents.
- vi. Duty Free Customs Clearance at Kolkata or Mumbai.
- vii. Transportation / Door delivery of material to GRSE Kolkata or Mumbai or as directed by GRSE Import Clearance cell.
- viii. Customs Duty is NIL for GRSE consignment. Payment of Customs duty, if applicable, to be paid after confirmation from GRSE Import clearance cell only.
- ix. Obtain Receipt of consignment on LR / AWB from GRSE rep. or as directed by GRSE import clearance cell with due sign, date and stamp and forward the same copy docs as POD to GRSE Import Clearance cell.
- x. Submission of BE, Customs endorsed Invoice, Packing List etc.

2. Special Terms and conditions:

- A. Freight Forwarding company has to perform Customs clearance of GRSE materials by themselves or through their nominated Customs House Agent (CHA) in India as well as at Seychelles who has valid Customs Clearance Licence at both the country.
- B. Freight Forwarder shall declare the contents of the consignment to Customs or to proper authority in actual, so that on the long term there is no issue of non-disclosure of information and fine/penalty or Showcause notice from Customs thereon at both country.
- C. The freight forwarder shall Check & satisfy the correctness of Number of Packages, Weight, dimension, Marking on consignment case, I/L.No. & date, where applicable, consignee's name, address, Invoice, Packing List Package wise, Certificate of Origin, and other docs. as per GRSE's Order.
- D. Forward the MAWB and HAWB of every consignment in advance with clear and correct name , address , contact person , phone no. of Consignee and Consignor, no. of package, weight of each box / packet, date for both leg of transportation on door to door deliver basis.

- E. Any additional payment should not be made without concurrence from GRSE Import Clearance cell. If made, during Export or Import from India to Seychelles or from Seychelles to India, GRSE will not re-imburse the same.
- F. Chasing of cargo well in advance of Contractual Delivery Date as per PO, Check & satisfy the correctness of Specification of Stores, No. of Packages, Weight, dimension, Marking on consignment case, I/L.No. & date, where applicable, consignee's name, address, Invoice, Packing List Package wise, Certificate of Origin, Test Certificate as per GRSE's Order or instruction.

Time-Line for activity: within 3 days from receipt of intimation of readiness of consignment from GRSE/GRSE's supplier/CDD of PO.

- G. Consolidation and Despatching of Cargo shall be undertaken by Freight Forwarder , so as to maximize Savings and minimize the Transit time, to & fro GRSE or Seychelles, thereby despatching the Cargo to Indian airport or Seychelles Airport as per GRSE Order and should operates as per IATA rules and regulations.
- H. Preparing and Maintaining proper documentation: Freight Forwarder shall undertake to prepare and maintain proper documentation under the contract as detailed below –
 - a) To prepare HAWB separately for each consignment with Marking as per Order requirement (ensuring Prompt Custom Clearance) and handover copy of HAWB to concerned person at both country.
 - b) To prepare a separate Page of Manifest (Consolidation Manifest) for GRSE's consignment.
 - c) To ensure description/ Marking in HAWB, Packing list, consignment case are identical to MAWB and consolidation Manifest attached with MAWB to avoid Amendment. /delay in clearance.
 - d) To prepare complete set of shipping documents viz. CAN, HAWB, MAWB, Manifest of Cargo, Delivery Order, etc.
 - e) To prepare Quarterly statement reflecting Savings that had been possible to achieve through the use of consolidation services by indicating the respective consolidation tariff rates vis-à-vis the normal Air lines rate with respect to each and every shipment which will be handled through the Agency. This statement has to be submitted by the Agency to GRSE latest within first week of next financial quarter.
- I. Promptly Communicating to GRSE the details of each consignment, its despatch, arrival and whereabouts: Contractor shall undertake to advise/pre-alert GRSE well in advance by fax/e-mail, the Flight No. expected time of dispatch and arrival at destination Port HAWB No. & Date, Contract No. &

Date, materials., Quantity, value of Materials., Gross & Net Wt. Frt. Amount payable etc. for Insurance etc.

Time-Line of activity: within 24 hours of despatch form discharge Airport.

- J. Submission of Shipping Documents: Contractor shall undertake to submit the shipping documents to GRSE irrespective of receipt of Freight Cheque/ Bank's release Order etc.

Time Line of activity: within 36 hours of receipt of despatch or arrival of materials at destination Airport whichever is earlier (excluding Public holidays).

- K. Overall Safe, Secure & Timely delivery of Cargo at destination: Contractor shall be responsible for –

a) Proper safety, Care, Handling and Shortage of Cargo while in their / or their Agents Custody. (Cost of insurance if made by the agent for this purpose will not be charged to GRSE). Agent will indemnify GRSE for loss, damage, deterioration, Shortage etc. during this period and pay compensation to GRSE in respect of broken/damage loss etc. If breakage damage occurred after hand over to Air Lines for Carriage, Freight forwarder will pursue the processing of claim on free cost.

b) All cases of loss, damages, deterioration, misplacement etc. and will take such measures reasonable to avert or minimize the loss to ensure that all right of GRSE against carries, Insurance companies or other 3rd parties are properly preserved end exercised.

c) Communicating to GRSE by fax/ e-mail within 2 days of loss of consignment/short Landing etc. or for non-traceable items / consignments. Freight Forwardert will be responsible for obtaining short landing Cert. etc. within shortest possible time from the date of landing of cargo. If GRSE suffers loss due to rejection of their claims by under writers/carrier/customs etc., Freight Forwarder will be responsible and loss will have to be reimbursed by the Freight Forwarder.

d) Delivery of consignment to Indian airport (as per GRSE PO) within 10 days of collection/receipt of Cargo from GRSE's suppliers.

f) Contractor should attain the urgent requirement on back to back basis for delivery within 72 Hours to destination Airport.

3. **Terms of Rates:**

- i. Basis of Calculation of Air-Freight Charges shall be as under –
 - a. For Volumetric wt. LXBXH (all in CMS) of each package / 6000 shall be deemed equal to one Kg.
 - b. Rates will be applicable on actual wt. or measurement unit / Volumetric wt. whichever is greater. (In case of any difference between the supplier Invoice/ Packing list wt. (actual weight) and HAWB weight, the weight – indicated by Supplier will be the basis of payment of Frt. charges). If there is any anomaly regarding weight determination, GRSE's decision shall be binding.
 - c. Fraction of Kg. or unit in actual to be considered for calculation of freight amount.
 - ii. Freight Rates: As per submitted price in PRICE BID and should be a member of international air transport association and operates as per IATA rules and regulation.
 - iii. Collection/Service charges: No collection/service charge are applicable for FCA consignment). For C&F and CIF contracts, such charges shall not be borne by GRSE and the same shall have to be collected from GRSE's suppliers.
 - iv. Rates of ODC/DGR/SWIFTRIDER shall be governed on case to case basis.
 - v. General Price Increase may be consider on year to year after price negotiation against each occurrence of General Price Increase on published rate of Freight forwarder .
 - vi. Delivery of consignment to Indian airport (as per GRSE Order) or to Seychelles Airport within 07 days of collection/receipt of Cargo from GRSE's suppliers. However, the consignment requested by GRSE (vide mail/Fax at least at the Rank of AGM/DGM) as "URGENT" have to be dispatched on "Back-to-Back basis" so as to reach the destination airport at the earliest. In case, Special rate such as SWIFTRIDER rate is offered for effecting shipment on "Back-to-Back basis/exigency Cargo " . The approval mail at the rank of AGM/DGM of GRSE is to be provided in support of claim.
 - vii. Other Charges: Separate rate if any for statutory duties & levies, special charges/surcharges, FSC, SSC, DO & any other charges to be included in the quote.
4. **Payment Terms:** Unless or otherwise mutually agreed upon and stipulated in the Purchase Order/Contract, the terms of payment shall be 100% of Invoice value within 45 days from the date of receipt of material and presentation of bill (individual consignment-wise and in Indian Currency only) supported with complete set of documents as under: -
- i. Shipping Documents (viz. CAN, HAWB, MAWB, Manifest of Cargo, DO, etc.) for both countries against each consignment for Export as well as import.

- ii. For Export leg from India - Customs Cleared Shipping Bill, Customs endorsed Invoice, Packing List, G.R / EDF waiver certificate etc as well as Bill of Entry at Seychelles, POD on L/R or HAWB from Seychelles Coast Guard.
 - iii. For Import leg from Seychelles - Customs Cleared Shipping Bill, Customs endorsed Invoice, Packing List, G.R / EDF waiver certificate etc. at Seychelles, Bill of Entry at India with supporting Invoice, Packing List etc.
 - iv. Relevant Documentary evidence(s) in support of any other claim duly endorsed by GRSE import clearance cell.
 - v. Documentary Proof issued by Customs Authority against Payment of Customs Duty at India or at Seychelles with duly endorsed by GRSE Import Clearance cell for re-imbursement.
 - vi. GRSE Certificate authorizing release of payment without imposition of LD/Penalty.
5. **Penalty/Liquidated Damages Clause:** Delivery is the essence of contract. Freight Forwarder shall have to bear the following penalty in case of delay/default –
- i) @ 0.5% of the freight charges for each day of delay beyond the time-lines as mentioned in the entire NIT and to a maximum of 5% of freight charges of each consignment.
 - ii) 100% of Demurrages, storage charges and Wharfage, fine or penalty imposed by concerned authority shall be recovered from the account of freight forwarder arising out of not fault of GRSE as well as for non-submission of Shipping documents as incomplete/delayed/improper etc.
6. **TAXES:**
- i) 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 including service tax.
 - ii) Contractor shall be responsible for payment of personal taxes, if any, for all the personnel deployed in India.
 - iii) 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 shall be responsible for preparing and filing the return of income etc. within the prescribed time limit to the appropriate authority.
 - iv) 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.

- v) 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.
 - vi) 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.
 - vii) Corporate and personnel taxes on contractor shall be the liability of the contractor and GRSE shall not assume any responsibility on this account.
 - viii) 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.
7. **INSURANCE:** i) 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.
- ii) GRSE will arrange for insurance of its own cargo only and will lodge claim to the insurance company on the basis of the following-
 - a. 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.
 - b. In case of any damage 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 its overseas agents immediately under intimation to the GRSE so that GRSE gets full right / claim against value of the damaged consignment and has to issue damage certificate with details mentioned in it.
 - c. In case of damage to consignment when in the custody of overseas agent of freight forwarder or its agents / Air carrier, claim will be settled as per IATA regulations.

8. Other Terms & Conditions:

- i) Forwarding Agents should have full-fledged Office with all facilities to operate independently from Kolkata. Complete contact details are to be provided by the bidder in the respective bid templates.
- ii) Complete contact details of Overseas /Foreign Associates/ foreign offices for handling the Jobs, are to be provided by the bidder, in the respective bid templates.
- iii) In the event of any revision of Rates, Freight forwarder will produce documentary evidence for such variation / revision and consolidation rates and shall produce proof accordingly / proportionately.
- iv) Online tracking facility should be provide by Freight forwarder with respective user ID and Password.
- v) If any concession (lower rate) given to any party (including Govt. or PSU) by the successful bidder for same services, at later date, same reduction / concession will have to be given to GRSE.
- vi) In case GRSE desires at any time to import or export of the any consignments under this contract from the points which are not specified in the contract, the contractor will render such services if available from such points and charge the lowest rates to GRSE, which are made available to their customers/Govt. departments.
- vii) EXCHANGE RATE RISK: GRSE will not be compensating for any exchange rate fluctuations in respect of the services.
- viii) GRSE will have the right to enter into parallel contract.
- ix) Agent will not have any right to terminate contract during the period of contract.
- x) GRSE will have the right to extend/renew the contract for further periods.
- xi) GRSE reserves the right to accept any tender or part of a tender or reject all tenders without assigning any reason. (It is also not binding on GRSE to accept the lowest or any tender)
- xii) Any consignments/parameters, not falling in the range of the bid/contract, shall be handled by the agency as per IATA rates/rules.
- xiii) The contract shall remain in force for a period of 02(Two) years (from the effective date) and shall be further extendable upto One year

(maximum), subject to mutual consent of both the parties on same Terms & Conditions. However GRSE will have the right to terminate contract at any point of time without assigning any reason and without any financial implication thereon.

- xiv) Cargo Consolidation : Effort should be made against Multi-point Cargo against multiple LOCs within the same port of origin should be consolidated before scheduled flight and should be consolidated in one Master Airway Bill and freight charge should be charged against the weight indicated in Master Airway Bill.
- xv) DGR Cargo & OD Cargo : During consolidation, dangerous cargo or OD cargo should not be clubbed with normal cargo. On intimation from GRSE or Seychelles Coast Guard rep., the Freight Forwarder will have to coordinate with supplier or GRSE, if required, and should make separate consignment for DG or OD cargo and normal cargo.
- xvi) ODC Cargo :
 - a) Cargo beyond size 318cm (L) x 244cm(w) x 244cm(H) (Max Gross weight = 6804KG) carrier by Freighter will be treated as ODC.
 - b) 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).
- xvii) In case of deviation the Freight Forwarder will inform GRSE prior to booking of Cargo and produce Documentary evidence such as letter or operational Manual of Airlines.
- xviii) 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 without assigning any reason.
- xix) There is no Guarantee of volume of work. Freight forwarder has to effect despatch of consignment on door to door delivery basis from GRSE Kolkata or Mumbai or as directed by GRSE import clearance cell to Seychelles Coast Guard or Vice Versa with agreed rates and terms and conditions.

9. **FORCE MAJEURE**: As per CVC guidelines vetted by Ministry of Law.

10. **Risk Purchase/Cancellation of Order**: In case of unsatisfactory progress of door to door delivery activity at any point of time after placement of order, GRSE reserve the right to cancel the Contract / order without assigning any reason and to offload the freight forwarding activity to any alternative source at freight forwarder's complete risk and cost.

Form for Bid Security Declaration

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

43/46, Garden Reach Road,

Kolkata – 700 024

Kind Attn: *(Name & Designation of tender issuing officer)*

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or
- (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article **XX** of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of *[insert complete name of bidder]*

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

[Note: In case of a joint venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid]