



www.grse.nic.in

**गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड**  
**Garden Reach Shipbuilders & Engineers Limited**  
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)

रक्षा मंत्रालय

Defence

Ministry of

43/46, Garden Reach Road, GRSE  
Main Unit Kolkata - 700024

Email : mtl.pur.eprocurement@grse.co.in  
दुरभाष Phone: 033-24698100  
(14 लाइनें / Lines) विस्तार/Extn: 453  
033-24893902 (सीधा /Direct)  
फैक्स: FAX: 033-24893591

**SPECIAL TERMS & CONDITIONS**

**ITEM : PROCUREMENT OF ELECTRONIC MEAL CARD & ELECTRONIC GIFT CARD FOR GRSE**

**E-TENDER NO. PUR/TGD/ST/ElectronicCards/F521/ET-1650**

**1. Terms of Price:-**

Price will remain firm & fixed till complete execution of order in full and price is as per actual loading on each Card Holder.

**2. 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.**

**3. BENEFITS OF NSIC & 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.

(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)

4. **FOR NEW / UNREGISTERED VENDORS** to submit the following qualification criteria of the offer otherwise their offer will not qualify for further processing:-

- (a) Submission of the constitution and status of the firm.
- (b) Registration with GOI/PWD/PSU/and reputed organization, if any.
- (c) Experience of supply / manufacture during last 2/3 years of tendered item. (P.O. copy & performance certificate of reputed customers to be enclosed).
- (d) Submission of PAN together with copies of trade license, Xerox copy of GST registration.
- ~~(e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.~~
- (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
- (g) Either OEM or their authorized distributor / dealer can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part A of offer to qualify participation by an authorized dealer / distributor.

5. All Tenders must remain firm and open for acceptance for **90 days** from the date of tender opening. 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. **PART ORDER:-** - Not applicable

8. **L-1 BIDDER :-** In totality.

9. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:-** As indicated in the technical bid.

10. **TAXES:-** -

Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder.

11. **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.

12. **GUARANTEE CERTIFICATE:-** Not applicable.

13. **VALIDITY/ SHELF LIFE :**

**Electronic Meal Card is Valid for Three Years from the Date of Issue and Electronic Gift Card is Valid for One Year from the Date of Issue.**

14. **RECEIPT INSPECTION:-** Receipt Inspection to be done by indenting dept.

15. **PAYMENT TERMS: -**

100% payment will be made through ECS/NEFT within 15 days from date of submission of invoice / bill to HR-Payroll Section supported by Meal Card and Gift Card charges advice issued by HR-Payroll Section & a PBG of 3% of P.O. value valid till 12 months from the date of commencement of service

OR

97% payment will be made through ECS/NEFT within 15 days from date of submission of invoice / bill supported by Meal Card Gift Card charge advice issued by HR-Payroll Section & 3% of P.O. value will be retained till 12 months from the date of commencement of service.

16. **PERFORMANCE BANK GUARANTEE:-**

In the event of claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 3% value of order, in GRSE's format on a non-judicial stamp paper of Rs.50/-, valid for guarantee period, to be furnished towards Performance Bank Guarantee before claiming of 100% payment. Bank Guarantee to be sent by your Banker in a bank-sealed envelope directly to the following address :- Sr. Manager (Finance-SLP), Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024 through courier.

OR

In the event of claiming balance 3% payment against 97% payment released earlier, supplementary Tax Invoice [in quadruplicate] along with clear ICGRN to be submitted to Sr. Manager (Finance-SLP) after expiry of guarantee period for release of payment.

17. **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.

18. **DELIVERY:-**

(a) Fin-Payroll Section will send the advice every month to M/s. Sodexo SVC India Pvt. Ltd. based on the physical attendance of the cardholders. The loaded amount will be specified in the advice which will be on prorated basis based on the physical attendance of the cardholders.

(b) Based on the advice sent by Fin-payroll Section, M/s. Sodexo shall reload the cards with the equivalent amount and the payment shall be made to M/s. Sodexo after reloading the amount and submit invoice to the Fin-Payroll Section.

(c) Loading of Amount within 10 working days from the date of receipt of Monthly Advice from GRSE Finance Payroll Section.

19. **DELIVERY POINT:-** - GRSE HR-Payroll Section.

20. **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.

21. **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.

22. **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 en cash / revoke the Security Deposit / Bank Guarantee.

23. **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.

24. **SUBMISSION OF DOCUMENTS:-**

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

25. **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.

26. **REJECTION:-**

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.

27. **CANCELLATION OF ORDER / TENDER:-**

In the event of progress being poor, GRSE reserve the right to cancel the order/tender without assigning any reasons and no cancellation charges will be paid to the firm on this account.

28. **MODE OF DISPATCH: -**

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 : E-way bill to be arranged by vendor's end if required.

**29. 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 referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd." in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. 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.

**30. 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.

**31. COMPLIANCE WITH LAWS:-**

Vendor is warranted that all goods purchased against the enquiry shall conform with 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.

32. 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.

33. **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.**

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



35. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

36. **SUBMISSION OF BILL:**

All bills / invoice for Payments are to be submitted to the Fin-Payroll Section along with the list of Employee (Name, Personnel No) and the proof of amount transferred detail to respective employee.

Please submit Invoice alongwith receipted copy of delivery challan & clear Service Entry Sheet and Job Completion Certificate issued by HOD of Indenting Dept. in a sealed envelope addressed to Sr. Manager (F-SLP) / Manager (F-SLP) at Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700024.

Please superscribe the following on the top of envelope: (i) Purchase Order No. ; (ii) Vendor Code; (iii) Invoice / Bill No. with date.

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

37. 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 IF YOU ARE NOT INTERESTED TO QUOTE, PLEASE REGRET BY RETURN MAIL.
- 3] IN CASE OF NON-RECEIPT OF FILLED IN STACS ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.

**For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.**

(T. Gargary Dana)  
Manager (Purchase)  
e-mail: [Gargary.Tumpa@grse.co.in](mailto:Gargary.Tumpa@grse.co.in)

\*\*\*\*\*

**End of Document**

\*\*\*\*\*