

## Garden Reach Shipbuilders & Engineers Limited

(A Government of India Undertaking)

Ministry of Defence
61, Garden Reach Road

Kolkata -700024

Email: SenRoy.Swagata@grse.co.in

Phone - 033 24691177 Extn: 305/ Fax - 033 24696975

## **INVITATION TO TENDER**

E-TENDER NO.: CPCC/TK/ST/Ship Model.Various/ET-1594. Date of issue – 09/04/21

Due Date - 13/04/21 till 12:00 hrs. Opening Date - 13/04/21 at 16:00 hrs.

Nature of Tender – Single E-tender Validity of Tender- 180 days after the date of opening

Dear Sir,

Offers are invited for executing the job. Please quote in INR (Indian Rupees) in Single **Part Bid** System as per Terms and Conditions enclosed in response to the **Single E-Tender** published under following description.

Job	Description
1	Manufacturing and supply of various Ship Models

FOR GARDEN REACH SHIPBUILDERS AND ENGINEERS LTD

Swagata SenRoy

Dy General Manager (CP & CC)

## **TABLE OF CONTENTS**

### PART - I

- 1. SCOPE OF WORK
- 2. TECHNICAL SPECIFICATION

### PART – II

- 3. GENERAL TERMS AND CONDITIONS
- 4. IMPORTANT DATES & DETAILS

### PART - III

- 5. SUBMISSION OF BID
- 6. REJECTION OF THE BID
- 7. DISQUALIFICATION
- 8. AUTHORISED SIGNATORY

### PART -IV

- 9. STANDARD TERMS AND CONDITIONS
- 10. DELIVERABLE
- 11. TERMINATION OF THE ORDER/ CONTRACT

### PART - I

### 1. Scope of Work

1.1 The scope of work shall include the manufacturing and supply of the following Ship Models:-

SI No	Description	Qty (Nos)
а	Manufacturing and supply of P17A ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10
b	Manufacturing and supply of P 28 ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10
С	Manufacturing and supply of ASWSWC ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10
d	Manufacturing and supply of ASWSWC ship model of 01 ft size Hull section master and FRP/ Silicon rubber mould	01
е	Manufacturing and supply of SVL (L) ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10
f	Manufacturing and supply of SVL(L) ship model of 01 ft size Hull section master and FRP/ Silicon rubber mould	01
g	Manufacturing and supply of LCU ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	05
h	Manufacturing and supply of FPV ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	05
i	Manufacturing and supply of P28 Ship Model 1:100 scale with clear acrylic case and special carry box for safe storage and transportation	01

- 2. Technical specification of Models: Material of construction of the models shall be as under:-
- 2.1 Hull section will be made in FRP
- 2.2 Superstructure will be made in Polystyrene plastic as per the requirement.
- 2.3 Deck fittings will be made in Brass, Stainless steel and plastic as per the requirement

- 2.4 The model will be spray painted with Acrylic Emulsion as per colour scheme and Acrylic epoxy Lacquered.
- 2.5 Model will be mounted on wood composite base with SS/ Chrome plated Brass support posts and concealed Blue coloured LEFD lighting.
- 2.6 Tally/ Name Plate for the model in the Romark sheets Laser Engraved.
- 2.7 Transparent protective cover in Acrylic/ Persplex sheet
- 2.8 Carry box for all the 01 ft models shall be plastic corrugated carry box and for 1:100 scale P28 Model the box should special type (flight case) for safe storage/ transportation.

### PART -II

### 3. General Terms and Conditions

- 3.1 Single part bid system, are invited for undertaking the subject work in accordance with the standard terms and conditions of RFQ, Scope of Work and Price Bid.
- 3.2 GRSE reserves the right to accept or reject the tender without assigning any reason thereof.
- 3.3 No Tender Fee, Earnest Money Deposit are required to be submitted against this particular tender.
- 3.4. Bidders shall duly fill in all the information sought for in the tender document and endorse their signatures with official seals in each page. The terms and conditions are not negotiable and the bidders shall endorse their acceptance of the same.

**4.** The **important dates & details** are given below:

Date of issue of RFQ	08 Apr 21
Last Date and Time for receipts of tender bids	12 Apr 2021 upto 12:00 hrs
Due date for submission of bid	12 Apr 2021 upto 12:00 hrs
Tender opening date	13 Apr 2021 at 15:00 hrs
Address of Communication	Garden Reach Shipbuilders & Engineers Ltd., 61Garden Reach Road, Kolkata-700 024

### PART - III

### 5. Submission of Bid

- 5.1 The Price Bid must mention basic price and all other costs including **all applicable taxes.** Price will remain firm and fixed till execution of the total contract/ order.
- 5.2 The offer validity will be for a period of 06 months from the date of submission of bid.

- 5.3 Prices quoted by the Bidder shall be in Indian Rupees (INR) and not subject to any price escalation if the order is placed within the validity period.
- 5.4 GRSE reserves the right to reject any or all offers based on its own evaluation, or on the basis of stability, capabilities, track records, reputation or any other reasons whatsoever.
- 5.5 Bids once submitted shall not be withdrawn.
- 5.6 GRSE will not be responsible for non-acceptance of offer due to late receipt or non-receipt of offer within the specified time & date.

# 5.7 Single part bid should be submitted through E-PROCUREMENT mode comprising of technocommercial bid and price bid.

- 5.8 No other format of Bid Submission will be accepted.
- 5.9 Every page of the tender and schedule of the rates is to be duly signed and stamped by the bidder before submitting.
- 5.10 That in all the cases, rates quoted against individual items is/ are invariably quoted in figures as well as words.
- 5.11. All the alternation, erasing and/ or overwriting in the price bid are to be duly authenticated by the signature of the bidder.

### 6. Rejection of the Bid

The Bid is liable to be rejected if:

- (a) It is received through Fax/ E-mail.
- (b) It is received after expiry of the due date and time.
- (c) Incomplete Bids, including non-submission or non-furnishing of Requisite Documents/ Conditional Bids/ Bids not conforming to the terms and conditions stipulated in RFQ.
- (d) Noncompliance of any point of the bid.

### 7. Disqualification

Any form of canvassing/lobbying/influence/query regarding short listing, status, etc., will be a disqualification.

## 8. Authorized Signatory

The selected bidder shall indicate the authorized signatories who can discuss, sign, negotiate, correspond and carry out any other required formalities with GRSE, with regard to this RFQ. **The bidder shall enclose document proof of the authorized signatory duly approved by competent authority.** 

#### PART -IV

### 9. Standard Terms and Conditions (STACS)

- 9.1 **Payment Terms:** 100% of the payment will be released within 30 days of receipt of bill duly certified by CP&CC dept. along with delivery challan. Bidder has to also provide filled in ECS format duly certified by their Bankers & copy of cancel cheque for making NEFT payment.
- 9.2 **Liquidated Damages:** For delay in completion of work, LD @ ½ % per week or part thereof of the unfinished / incomplete part of the works subject to maximum of 5% of the ordered value will be applicable.
- 9.3 **Risk Purchase:** In case the progress of work is not satisfactory and the vendor fails to maintain the time schedule established for completion of the work, GRSE reserves the right to get the work done by alternative sources at the risk and cost of the vendor.
- 9.4 **Price:** The quoted price should be inclusive of all statutory taxes and levies and other charges as applicable. The price should remain firm and fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever.
- 9.5 **Service Taxes:** Service Tax registration certificate for the service being tendered is to be enclosed with the bid. If the certificate is not obtained so far, copy of the application for registration for the service tax is to be enclosed. Service tax registration number is to be quoted in all bills.
- 9.6 **Validity of the Offer:** Offer should remain valid for a period of 06 months from the due date of the tender.
- 9.7 **Individuality of the Contract:** This contract should be treated as an individual contract and should not be related to other orders of GRSE in respect of the progress of work for payment.
- 9.8 **Force Majeure:** Force Majeure conditions of Bidder's own works/ establishment shall be accepted. However, the supplier should not under any circumstances be liable for any war, hostility, acts of public

or enemy, civilian commotion, subject, fire, flood, earthquake, explosion, epidemic, strike, lockout, quarantine restrictions or other acts of God, provided notice of the happenings of any such eventuality is given by either party to the other within 15 days of the date of occurrence thereof, neither party shall by

the reason of eventuality be entitled to terminate the contract, nor shall either party have any claim for damages against other in respect of such non-performance and the work under this contract shall be resumed as soon as practicable after such eventuality has ceased to exist.

### 9.9 **Arbitration**:

9.9.1 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.
- 9.9.2 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..
- 9.9.3 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.
- 9.9.4 The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties...
- 9.9.5 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
- 9.9.6 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.
- 9.9.7 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.
- 9.9.8 The language of the proceeding shall be in English.
- 9.10 **Non-Disclosure/ Secrecy Clause**: All information given to Bidder for execution of the Work(s)/ Service(s) is to be treated as SECRET/ CONFIDENTIAL. Bidder aware that GRSE is a Defence Public Sector Undertaking (DPSU) and Bidder is also bound by the Official Secrets Act 1923. As per the Official Secrets Act 1923, Bidder shall not disclose any secret information of GRSE/ or its customers to any third party. The Content provided by GRSE and/ or accessed by Bidder are the property of GRSE and shall

not be used for any other purpose except for the execution of the Work(s)/ Service(s). The Content 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 GRSE's prior written permission except to the extent required for execution of the Work(s)/ Service(s).

- 9.11 No part of the contract shall be assigned in whole or in part to a third party by the bidder without the written consent of GRSE.
- 9.12 Any such assignment done by the bidder without the written consent of GRSE, shall be construed to be a fundamental breach of contract and GRSE shall have the right to terminate the order in whole or in part at the risk, cost and expense of the bidder.

- 9.13 The bidders shall be fully responsible for the act and conduct of their representatives/ assistants and shall fully indemnify GRSE from any losses/ damages sustained by GRSE.
- 9.14 GRSE shall have the right to issue addendum to the RFQ/ NIT to clarify, amend, modify, supplement or delete any of the conditions, clauses or terms stated therein at any time before opening of the offers. Each addendum, so issued, shall form a part of the original RFQ/ NIT document.
- 9.15 The bidder shall not add addendum to bid documents to clarify, amend, supplement or delete any of the conditions or clauses stated therein.

### 10. Deliverables

- 10.1 Delivery of all the models has to be delivered within 06 months from the date of PO. Prorata delivery shall be accepted and subsequently payment shall be released on prorate basis for the delivered models.
- 10.2 However, if any delay is caused by any action pending from the GRSE end, the corresponding period will not be considered while calculation of delay period.

### 11. Termination of Contract /Order

- 11.1 The GRSE reserves the right to cancel the order /contract by giving 01 week notice and recover expenditure incurred by the Company under the following circumstances :
  - a) The bidder commits a breach of any of the terms and conditions of the bid.
  - b) The bidder goes into liquidation voluntarily or otherwise.
  - c) Unsatisfactory progress of the manufacturing work.

### MANUFACTURING AND SUPPLY OF VARIOUS SHIP MODELS

STACS Clause No.	Bidder's Remarks	
9	9.1	
	9.2	
	9.3	
	9.4	
	9.5	

	9.	.6	
	9.7		
	9.8		
	9.9		
	9.:	10	
	9.11		
	9.	12	
	9.13		
	9.14		
	9.15		
10	10.1		
	10.2		
11	11.1	а	
		b	
		С	

## PRICE BID FOR MANUFACTURING AND DELIVERY OF VARIOUS SHIP MODELS

SL NOS.	PARTICULARS	Qty	UNIT RATE (RS)	Total Price (RS)	Applicable GST
1	Manufacturing and supply of P17A ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10			
2	Manufacturing and supply of P 28 ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10			
3	Manufacturing and supply of ASWSWC ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10			
4	Manufacturing and supply of ASWSWC ship model of 01 ft size Hull section master and FRP/ Silicon rubber mould	01			
5	Manufacturing and supply of SVL (L) ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	10			
6	Manufacturing and supply of SVL(L) ship model of 01 ft size Hull section master and FRP/ Silicon rubber mould	01			
7	Manufacturing and supply of LCU ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	05			
8	Manufacturing and supply of FPV ship model of 01 ft size with acrylic cover packed in plastic corrugated carry box with Styrofoam lining all around	05			
9	Manufacturing and supply of P28 Ship Model 1:100 scale with clear acrylic case and special carry box for safe storage and transportation	01			

Applicable taxes has to be mentioned clearly in the above price bid format.

(Authorized Signatory of bidder with Seal)