



GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

गार्डनरीचशिपबिल्डर्सएण्डइंजीनियर्स लिमिटेड

(A GOVERNMENT OF INDIA UNDERTAKING)

(भारतसरकारकाप्रतिष्ठान)

61 Park, Garden Reach Road

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CIN सीआईएन: U35111WB1934GOI007891

NOTICE INVITING TENDER (NIT)

Garden Reach Shipbuilders & Engineers Limited (Bailey Bridge Division), 61 Park Unit, a **leading portable steel bridge manufacturing unit**, invites interested, reputed, resourceful and financially solvent contractors and subcontractors to submit **single stage two part (Part: I-Techno-Commercial & Part: II-Price) bids** through e-tendering mode for the work packages as per following bid document.

NIT No.: BB/AKB/LT/AmcStampVerificationWeighbridge/ET-1963. dated 08.05.2023

Job Title: AMC (2 Year) plus Stamping & Verification of M/s Leotronic Scales 60 MT Weighbridge at GRSE 61 P.

Tender issuing Dep't.: Bailey bridge, 61 Park

ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE		
Tender Due Date	18/05/2023	12:00 hrs.
Tender Opening Date (Part-I)	19/05/2023	14:00 hrs.
Offer Validity Period minimum	180 days from Tender due date without any escalation during order execution period	



ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
Billing Frequency	Annually / Monthly / Quarterly as feasible by Vendor

ARTICLE 3: ANNEXURES FORMS PART OF THIS TENDER

CLAUSES ENCLOSED FORMING PART OF THIS e-TENDER	
Annexure-I	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure-II	GRSE Standard Terms and Conditions (STAC) (please refer www.grse.in)



(SOTR) AND TERMS AND CONDITIONS FOR AMC OF WEIGHBRIDGE INCLUDING STAMPING & VERIFICATION

CLAUSE NO.1:

- a) Contract Period: The Contract will be valid for a period of 24 months from the date of issue of initial LOI/PO. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE
- b) **Scope of work includes AMC of weighbridge including stamping & verification from WB Legal Metrology.**
- c) The contractor should attend to the requirement/inspection/repair/maintenance/stamping/verification call projected by this organization with 01 day (24 hrs) and provision for necessary action within further 02 days.
- d) Contractors representative should carry out inspection / maintenance of the weighbridge at least once a month.
- e) Contractor to attend / offer / annual statutory inspection / verification / stamping by WB Legal Metrology. Contractor to be responsible for proper scheduling of inspection, transportation of inspector, payment of inspection fees and other charges involved. This organization to be intimated 7 days in advance.
- f) A reasonable price list of all components not covered under AMC to be enclosed by the contractor along with the technical bid. The price list is to be reasonable as per our Last Procurement Price & Rate List of OEM of the weighbridge held at this end. Non-compliance may result in disqualification of the bid.

CLAUSE NO.2: JOB EXECUTION SCHEDULE

- (A) **Mobilisation Period:** 01 day from the date of PO/LOA/letter.
- (B) **Job Starting Date:** Job is to be started within 01 day from the date of issuance of written information by Engineer In-charge/HOD of respective project/department/unit or 31 Mar 22 whichever is earlier.
- (C) **Period of Contract:** 24 months and can be extendable for another one year with same rate and conditions. Please note time is the essence of this PO/Contract. Contract price should be valid over the period of contract.

CLAUSE NO.3: JOB EXECUTION

Job is to be carried out strictly as per SOTR and in case of doubt, instructions of the officer in-charge are to be followed. Payment to be carried out as per actual job carried out as mentioned in the countersigned Work Done Certificate.

CLAUSE NO.4:

The contractor should have at least 1-year experience in AMC of weighbridge. And can be extendable for another one year with same rate and conditions.

CLAUSE NO.5:

Contractor should have permanent office in Kolkata.



CLAUSE NO.6: PRICE

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period of **24** months. Price is to be quoted without taxes. Applicable GST is to be indicated separately in the Offer/Bid & Invoice and will be paid extra.

CLAUSE NO.7: UNREASONABLE QUOTES

- a) In case the price of L-1 Bidder found to be unreasonable low and/or express desires to withdraw from the tender then such bid will be cancelled and extant GRSE rules/ orders will be followed.
- b) However in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, the contract is to be awarded to the bidder under the extant GRSE rules/ orders.

CLAUSE NO.8: CONDITIONAL OFFER

Conditional offers w.r.t. SOTR will not be accepted. However in case of bidder wish to deviate on any/ same 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 then suitable loading for such deviation on the price quoted by the bidder will be considered prior to determination of the L1 price.

CLAUSE.9: TOTAL AREA OF WORK

The contractor is to be responsible for provisioning of all tools & appliances inside GRSE 61Park for carrying out AMC / repair.

CLAUSE.10: SUPERVISION

The contractor must provide a fully responsible site in-Charge / Supervisor at all times during the AMC / repair activities. The person concerned should be capable of monitoring and controlling the AMC activities. The person concerned to be responsible for putting up invoice and work done certificate in correct format as per the work carried out.

CLAUSE.11: GRSE SAFETY & SECURITY RULES

The contractor must follow all GRSE Safety & Security Rules. The contractor will be solely responsible for the consequence of any such deviation.

CLAUSE.12: JOB EXECUTION

Job is to be carried out strictly as per SOTR, and in case of doubt, instructions of the Officer-in-Charge (GRSE 61 Park unit), OR nominated representative(s) are to be followed.

CLAUSE.13: QUALITY ASSURANCE/INSPECTION AUTHORITY

Officer-in-charge (GRSE 61 Park unit) or nominated representative(s).

CLAUSE.14: GUARANTEE & WARRANTY Not Applicable.

CLAUSE.15: PRICE

The Price will remain firm and fixed (including GST) for the entire contract period till satisfactory completion of work. Price for total job (as per BOQ) is to be quoted with all taxes & duties including GST.



CLAUSE.16: ESCALATION Not Applicable.

CLAUSE.17: TAX:- GST / Service tax will be paid extra as per applicable rate. Current rate of CGST & SGST @18% is included in total Order value.

CLAUSE.18: WORK DONE CERTIFICATE(WDC)

Work Done Certificate shall be prepared by the Contractor and shall be placed before GRSE representatives to get it endorsed by DGM (Works) or nominated officer of GRSE 61P unit / department concerned shall be placed before GRSE representative to get the work done certified.

CLAUSE.19: PAYMENT TERMS

The certified bill amount will be paid within 30 days of receipt of bill along with Work Done Certificate. Bill, deductions against it and Work Done Certificate to be duly signed by DGM (W) or his nominated representative.

Payment will be as follows :-

(a) 100% monthly payment with full service tax will be released after completion of monthly work within 30 days of receipt of bill duly certified by GRSE maintenance dept. & User shop/ dept. or nominated representatives, with supported with satisfactory Work Done Certificate duly certified by DGM (Works) / nominated representative from the concerned department.

CLAUSE.20: BILL CERTIFYING AUTHORITY

Bill to be certified by DGM (Works) or nominated officer of GRSE 61P unit.

CLAUSE.21: BILL SUBMISSION

On obtaining WDC, bills to be raised with the checklist for Bill Submission attached with this PO in line with order terms. Bills (in quadruplicate) with duly filled Work Done Certificate, are to be submitted in at the Bill Receiving Counters located at the respective unit of Company. Bill is 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.

Note:- Transaction fee of Rs.500.00 for first return & Rs. 1000.00 for subsequent return of bill with inappropriate documents will be charged.

CLAUSE.22: RISK PURCHASE

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.

CLAUSE.23: FIRE & SAFETY PRECAUTIONS (in case working inside GRSE premises)

The Contractor shall abide by the Safety regulations/rules of the GRSE as detailed in Fire & Safety Guidelines (please refer www.grse.in). You should take all safety precautions and provide adequate supervision & control for your workmen in order to carry out the job safely. In case of any violation of safety precaution and non-use of safety equipment, Contractor shall be liable for a penalty which is detailed in Fire and safety Guideline. Penalty amount depends on the type and frequency of violation mentioned in the safety guideline and the same will be deducted from the defaulter's bill.



CLAUSE.24: DAMAGE OF MATERIALS / EQUIPMENTS

The contractor will ensure that no damage is caused to the materials, equipment or any other property of GRSE due to negligence and / or any reason whatsoever by the contractors man. The cost of damage will be suitably recovered from vendor's bills.

CLAUSE.25: TERMINATION OF CONTRACT

In the event of non-performance or non-engagement of manpower for the execution of the work within the notice period, GRSE reserves the right to cancel the order in part or in full, and no compensation whatsoever will be entertained.

CLAUSE.26: INDIVIDUALITY OF CONTRACT

This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.

CLAUSE.27: FORCE MAJEURE

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike/ Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.

In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/ Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

CLAUSE.28: ARBITRATION

- i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the Parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble 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."

CLAUSE.29: JURISDICTION

Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

i) All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.

ii) The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm shall indemnify / defend / relieve GRSE harmless, from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

iii) GRSE shall not be liable under the workmen's compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.



INSTRUCTION TO THE BIDDERS

- I. 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.
- II. 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 shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 03 days prior to bid closing date.
- III. 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.
- IV. 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.
- V. General Contractors assumes all safety responsibility 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 as per and beyond Factories Act 1948 and West Bengal Factories Rules 1958 and beyond.
- VI. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 03 calendar days 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.
- VII. Job is to be carried out as per SOTR and instruction of the officer in-charge.
- VIII. Contractors are responsible to clean up of the area of work for all sort of debris / garbage created on daily basis. If they fail to do so GRSE reserves the right to perform the cleaning up and charge the contractor with penalty of up to 25%.
- IX. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt. Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part-I bid.
- X. A Bidder is allowed to submit only one Bid under any capacity/status.
- XI. Difficulty in submitting the bid:
Any query/difficulty in understanding of SOR or other Technical Terms may be clarified (Name of GRSE officer associated with the tender with mobile no. /e-mail) prior to submission of offer.
- XII. **E-mail Address / Mobile No. for communication:** Vendor to provide e-mail address / phone no. to enable faster communication.



XIII. E-Bid Instruction

- a) All instructions of bidding as per GeM will be applicable for the bid.
- b) Bidders 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.
- c) 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.
- d) Bids can be submitted only during validity of registration of bidder with GRSE e- Procurement portal.
- e) The amendments / clarifications to the bid document, if any, will be posted on E- Procurement portal / GRSE website only.
- f) 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.
- g) **AMENDMENT OF TENDER DOCUMENT**
 - i. 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 03 days prior to the deadline for submission of tenders as finally stipulated.
 - ii. 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 upto 03 days prior to the deadline for submission of Tender as finally stipulated.
 - iii. 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.

XIV. Risk Purchase:

- a) 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.
- b) 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.

XV. Submission of Bid

- 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) GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.



XVI. Eligibility of Bidders

- 1) The bidders must have carried out similar services in a PSU/ Government/ Autonomous/ Large Scale / Other reputed Enterprise for at least 01 year in the last 5 financial years.
- 2) Bidder must have a permanent office in Kolkata.
- 3) Bidder must have an average annual turnover of at least 2 lakhs from related services in the last 03 years.
- 4) Bidder must submit all relevant documents required by GRSE to verify the eligibility criteria, failing which, the bidder will be considered disqualified.

TENDER DOCUMENT