



Garden Reach Shipbuilders & Engineers Ltd

(A Govt. of India Undertaking)

BAILEY BRIDGE DEPARTMENT

61, GARDEN REACH ROAD, KOLKATA-700 024

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CIN: L35111WB1934GOI007891

GST No. 19AAACG9371K1Z4

NOTICE INVITING TENDER (NIT) through E-Procurement Mode

NIT No.: BB/SK/LTE/23-24/GC/02/ET-1994

Dt.08.08.2023

Garden Reach Shipbuilders & Engineers Limited is a leading Warship Builders and Engineering Product Company for its Bailey Bridge Department invites registered and developed subcontractors to submit bids through E-Procurement mode for established of ARC for carry out the gas cutting job of unused steel items towards cleaning & presentable of our GRSE, 61 Park premises.

LIMITED TENDER ENQUIRY: ONLY FOR GRSE REGISTERED VENDORS.

Job Title: Annual rate Contract (ARC) for carry out gas cutting job of unused steel items towards cleaning & presentable of our GRSE, 61 Park premises.

Tender Issuing Dept: BB Purchase Cell, 61 Park Unit.

Note: "This notice is being published for information only and is not open invitation to quote in this limited tender. Participation in this tender is by invitation only and is limited to the selected procuring Entity's registered suppliers. Unsolicited offers are liable to be ignored. However, suppliers who desire to participate in such tenders in future may apply for registration with Procuring Entity as per procedure"

ARTICLE 1: SCHEDULE OF CALENDAR DATES

SCHEDULE		
Pre- Bid Meeting	N/A	
Tender Due Date	18-08-2023	12:00 hrs.
Tender Opening Date (Part I)	18-08-2023	16:00 hrs.
Offer Validity Period minimum	120 days from Tender due date	

ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT

FEES / DEPOSITS	
PBG	3 % of Order Value
Liquidity Damage	5 % of unexecuted job
Billing Frequency	On Completion Job in phase wise/ MRS/ ICGRN / BTN
Evaluation of L1	Totality Basis



ARTICLE 3: ANNEXURE FORMS PART OF THIS TENDER

Annexure I	Statement of Technical Requirement (SOTR) and Special Terms and Conditions
Annexure II	GRSE Standard Terms And Conditions (STAC) with Appendices-A to G (please refer (www.grse.in) website for details.
Annexure III	Guidelines for submission of Bank Guarantee
Annexure IV	Proforma of Bank Guarantee towards satisfactory performance
Annexure V	Checklist for Bill Submission.

ARTICLE 4: DOCUMENTS TO BE UPLOADED

1	Technical Acceptance format as available with NIT after being downloaded and filled up as per E-Procurement mode
2	Commercial Acceptance Format as available with NIT after being downloaded and filled up as per per E-Procurement mode
3.	Price Bid format as available with NIT after being downloaded and filled up as per E-Procurement tendering mode.

ARTICLE 5: PLACE OF WORK & FACILITIES:

Vendor must follow all the rules and regulations for working inside GRSE premises which are available at website: www.grse.in > Tender > Enclosures Related to Tenders of Sub-Contracting > All Appendices available.

The work is to be carried out by the contractor at 61 Park Unit premises utilizing their own resources and facilities including all consumables and labour at no extra cost. Measuring weights to be provided by GRSE collected from others Units, transportation arrangement to be provided by vendor for collecting required weights one GRSE Units to others GRSE Units in case required.

ARTICLE 6: JOB EXECUTION & DELIVERY CLAUSE

For established of ARC for carry out the gas cutting job of unused steel items towards cleaning & presentable of our GRSE, 61 Park premises.

ARTICLE 7: WARRANTEE CLAUSE

Warranty of the job: Applicable

ARTICLE 8: PRICE

Price quoted will be firm and fixed for the entire contract period till completion of supply of materials and for the period of one year from purchase order date. **Price is to be quoted with all taxes & duties in E-Proc Mode.** No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

ARTICLE 9: ESCALATION

No Escalation will be applicable.

ARTICLE 10: UNREASONABLE QUOTES



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 EMD will be forfeited and may be evaluated for tender holiday by the Company.

However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, say lower by 30% of estimate and also if the difference in price between L1 & L2 is 30% or more then Company may consider such request of the Bidder as a special case subject to the Bidder agreeing to give Security Deposit of 20% of the PO value.

ARTICLE 11: OFFER VALIDITY

Offer is to be valid for 120 days 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 120 days against valid reason.

ARTICLE 12: 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 determine the L1 price.

ARTICLE 13: DETERMINATION OF L1

L1 will be decided on Totality Basis through Online E-PROCUREMENT Portal Only.

ARTICLE 14: OPENING OF BIDS: -

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 qualifies 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. If any bidder qualifies for trial order, price bid of the bidder shall not be opened prior to successful completion of trial.

ARTICLE 15: MICRO & SMALL ENTERPRISES: -

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 Clause 1 of STAC)

ARTICLE 16: AWARDING JOBS TO MULTIPLE BIDDER

GRSE at its discretion may engage multiple Suppliers/sub-contractors to maintain & in the interest of the delivery/construction schedule. (Detail at Clause 2 of STAC)

ARTICLE 17: ADDITIONAL ARC ORDER CLAUSE:

GRSE may order Additional requirement Quantity of each line items based on the performance of the established ARC Vendors within the validity period of Rate Contract.

ARTICLE 18: INSTRUCTION TO THE BIDDERS

- a. 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.
- b. 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 07 days prior to bid closing date.
 - c. 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.
 - d. 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.
 - e. 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 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.
 - f. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
 - g. 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 continued.
 - h. Bidder is allowed to submit only one Bid under any capacity / status.
 - i. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.
 - j. Difficulty in submitting the bid:
 - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from the "Manager" Email ID: Kumar.Satyajeet@grse.co.in, Mob: +91 7003939625" prior to submission of offer.

ARTICLE 19: BID REJECTION CRITERIA

Following bid rejection criteria may render the bids liable for rejection:

- (a) 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.
- (b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- (c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- (d) Bid received without qualification documents, where required as per the tender.
- (e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- (f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- (g) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.

ARTICLE 20: SUBMISSION OF BID

- (a) 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.
- (b) 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.

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

Satyajeet Kumar
Manager (BB/Production)
Email: Kumar.Satyajeet@grse.co.in



SCOPE OF WORK (SOTR)

(SOTR) AND TERMS AND CONDITIONS FOR GAS CUTTING JOB OF UNUSED STEEL ITEMS TOWARDS CLEANING AND PRESENTABLE OF OUR GRSE 61 PARK UNIT PREMISES.

CLAUSE NO.1:

1. Gas cutting of metal scrap
2. Weighment of scrap at 61 Park after gas cutting
3. Shifting to scrapyard at 61 Park

Time of Completion:

The Work should be started immediately on receipt of Work Order (LOI)/ Handing over of site whichever is later and to be completed within 5(Five)weeks therefrom.

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 the 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 thereunder. Any excess over the job price/ service rates paid by GRSE over the contract price SHALL BE RECOVERABLE from the contractor / vendor.

Inspection:

By GRSE 61P Works / BB reps

Inspection has to be offered by the contractor / vendor including necessary weighment of the gas cut items.

Hindrance:

The Contractor will have to relocate within the premises any materials considered causing hindrance to his work; such materials will require to be repositioned by the contractor as directed by the Engineer-in-Charge after completion of his work without any extra claim.

CLAUSE NO.2: JOB EXECUTION SCHEDULE

Mobilisation Period: 01 day from the date of PO/LOA/letter.

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.

Period of Contract: 12 months. & 12 months may be extendable as per the further requirement of GRSE subject to satisfactory performance of the established vendor. 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 sufficient experience in gas cutting with followed of all the fire safety norms. In case of any accidented happened, contractor are full responsible for that. And suitable penalty may be imposed as per the guidelines of GRSE/Public sector.

CLAUSE NO.5:

Scope of work to include through examination of experience gas cutter machines along with experience helper and supervisor.

Annual gas cutting of unused steel and miscellaneous items are under statutory requirements of Factories safety Act by the Competent person.

Gas cutting/Hot work Date & next date of Gas cutting of scrap material to be written/intimation of WM in advance.

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 12 months & up to further extendable 12 months. Price is to be quoted without taxes. Applicable GST is to be indicated separately in the Invoice and will be paid extra.

CLAUSE NO.7: UNREASONABLE QUOTES

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.

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 all unused steel, civil structure, unused offcuts, Beams etc. required for Gas cutting inside GRSE 61 Park premises.

CLAUSE.10: SUPERVISION:

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



Tentative Quantity of work activity is as under

1. To meet the statutory requirement of the above subject Gas cutting job required urgently for smooth cleaning & presentable of our GRSE, 61 Park premises. job at GRSE 61 Park premises is as follows.

Sl no	Description	Quantity in Nos.	Unit	Requirement (in Years)
(i)	Gas cutting of unused Steel channels, joist, Angle.	35	MT	01 years
(ii)	Gas cutting of unused rusted steel old rejected components.	22	MT	01 Years
(iii)	Miscellaneous old unused structure, civil beams, old non-operational machinery etc.	03	MT	01 Years

1. **Mobilization Time:** 07 working days mobilization time to complete the formalities to work inside 61 Park, bring consumables and depute manpower from the date of placement of PO.

2. All safety measures including use of necessary safety gadgets etc. are to be ensured by the Contractor while working at site. Contractor must provide his employees I.S marked safety gears like safety belt (Full body harness I.S 3521), safety shoe (I.S 15298-Part II/2002), safety helmet (I.S 2925), safety goggles, fume and dust mask etc. as applicable to the related job and approved & further proposed by GRSE safety department. Use of safety net is compulsory wherever applicable. Also, the contractor and his employees must obey the guidelines given by safety department from time to time and attend safety training classes / meetings arranged by GRSE.

3. Vendor's special responsibility: -

a) In case of an accident, the arrangement and expenses towards medical treatment including hospitalization, compensation (as desired by appropriate Government authority and within earliest possible time), of the employee concerned would be met by the contractor. The contractor must maintain the entire relevant document for those, record of relief that has been provided additionally to him, so that same can be presented to appropriate Government authority on demand. Contractor must inform GRSE about latest development on this from time to time.

b) The contractor must immediately inform about the accident to Works dept., safety dept. And GRSE Medical dept. (in case of injury) of main yard also gives a written report immediately to works department describing the incident in detail with name & residential address of witness. Also 'Notice of Accident' in prescribed form (Form No. 16/18 as applicable) to be prepared jointly by the contractor, Works department and safety department without any delay, so that the notice can reach to appropriate Government authorities within prescribed time limit (after endorsement by GRSE positively).

c) Further supplementary report to be prepared as per procedure same as written above in Sl.No. (b) And sent to appropriate Government authority if the injured person does not return back to work within 20 days or dies afterwards.



4. Gate Entry of Materials: All the sub-parts, materials, consumables, tools and tackles to be entered in GRSE by separate challans and positively endorsed by GRSE gate office/ security office and a copy is to be submitted in the BB department.

5. Records to Be Maintained by The Vendor:

- a. Attendance of all people deputed for the Gas Cutting Job.
- b. GRSE FREE Issue Material status.
- c. Records to be endorsed by concerned GRSE representative and submitted with the monthly bill for bill passing.

6. Idle Time Compensation: No idle time compensation shall be paid by GRSE to the vendor.

7. **Important Terms and conditions for Sub-Contract vendors :**

- a. Indemnity Bond, Non-Disclosure Bond, Bond of Undertaking, Non-Competitive bond, Integrity Pact (if applicable) and insurance must be submitted within 07 working days from the Date of Issue/received of PO by the vendor.
- b. When Raw Material is available and GRSE BB had given written permission to collect the Material along with PO. Free Issue Material must be collected within 12 working days from the Date of Issue/received of PO by the vendor from GRSE BB Stores after submission of Bonds. However, on written intimation by GRSE BB and in case of urgent requirements, Free Issue Material must be collected within 05 working Days from date of intimation after submission of bonds from GRSE BB Stores.
- c. All sub-contract vendors must report before 10.00AM on working days for collection of Free Issue Material with all relevant documents and information.
- d. All Quality inspection calls must be given at least 01-day advance.
- e. All above points must be strictly compliance otherwise, GRSE May take suitable actions as per STACs.

4. **Identification Markings on GRSE Bailey Bridge components & Stenciling Clause :**

i. Finished component should be clearly **Embossed/ Engraved/Steel punched and thereafter Stenciled** with the following Identification markings at proper location, as per the instruction of GRSE Bailey Bridge dept.

- | | | |
|--------------------------|--------------------------------------------------|--------------------------------------|
| <input type="checkbox"/> | Company Name | : GRSE |
| <input type="checkbox"/> | Component Nomenclature | : |
| <input type="checkbox"/> | Part no. | : |
| <input type="checkbox"/> | Month & Year of Certification/Service | : MM/YY |
| <input type="checkbox"/> | Serial No. | : To be obtained from BBQA. |
| <input type="checkbox"/> | Vendor ID* (refer note below) | : Last 04 digits of SAP Vendor Code. |

5. Vendors should note that our requirements are very specific in nature to comply with the completion of gas cutting job as per the guidance of Work Manage (61 Park Unit). Hence, they are requested to quote their completion schedule in strict confidence to meet our above required schedule.

6. **Cutting Place:** Scrap Items are to be gas cutting at our GRSE 61 Park Unit by the established vendor.

7. **Billing Process:** Vendor to indicate following:



1. Challan-cum-Invoice **(06 Copies)**, GST No. of the Vendor & GST No. Of GRSE: 19AAACG9371K1Z4.
2. Checklist for Bill Submission.
3. Bill must contain the Material Code and Material Descriptions as mentioned in the PO.
4. Security Gate stamped Delivery Challan duly receipted by BB Store (06 Copies).
5. Original ICGRN/WDC/SES.
6. Original PO ink Signed copy for first bill only.
7. Monthly statement indicating the Raw Material issued and finished component supplied.
8. GST Invoice may be submitted without MRS Clearance, subjected to retention of 5% of Invoice Amount by GRSE and which will be released after submission MRS Clearance report.
9. Audit Certified MRS Copy.
10. Statement showing cumulative supply of the finished items against each line item mentioned in the PO.
11. BTN must be generated at Gate No.1, GRSE 61 Park Unit within 02 months from the Date of GST Invoices.



STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE

1. MICRO & SMALL ENTERPRISE:

- a. For 20% value of a tender, purchase preference to the tune of 15% to be accorded to all participating MSEs in that particular tender subject to acceptance of lowest quoted price. (This clause is applicable only when the job is divisible in nature and can be distributed to more than one vendor subject to tender terms).
- b. In case of multiple bidders falling under the above category, purchase preference to be accorded in equal proportion within a limit of quantity allocated for this purpose as above.
- c. In case of such MSE is owned by SC/ST category entrepreneur, then that organization will be entitled for 4% out of 20% reserved for this purpose and of equal proportion of the 16%.
- d. MSEs will also be entitled for following benefits:
 - i. Tender documents will be issued free of cost.
- e. Document part II of Entrepreneur memorandum (EM-II) must be submitted along with the offer for such preference to claim the benefit.
- f. Guidelines regarding procurement from MSME units may be referred to, if any.

2. DISTRIBUTION OF SUPPLY ORDER TO MULTIPLE VENDORS IS NOT APPLICABLE.

3. PAYMENT TERMS:

100% Payment with 100% tax will be made within 30 days of submission of clear bill supported by ICGRN WDC/SES only against submission of PBG as per GRSE format. Payment will be made through ECS only.

OR

97% Payment with 100% tax will be made within 30 days of submission of clear bill supported by ICGRN. 3% of value of the order will be retained from the bill of the supplier & will be released after expiry of the guarantee period from the date of ICGRN/WDC/SES .Payment will be made through ECS only.

4. PERFORMANCE GUARANTEE:

- a. A Performance Guarantee of 3% of value of the order in the form of Bank Guarantee of any RBI scheduled Bank (Other than Co-operative Banks) as per GRSE's approved format will be furnished by the supplier within 2 weeks from date of Supply of materials. This guarantee is to remain valid for the entire guarantee period from the date of ICGRN/WDC/SES. OR
- b. Alternatively, 3% of value of the order will be retained from the bill of the supplier & will be released after expiry of the guarantee period from the date of ICGRN WDC/SES.

5. LIQUIDATED DAMAGE: For delay in delivery, Liquidated Damage (L/D) will be imposed @ ½ % per week or, part thereof on the undelivered portion of the materials, subject to max 5% of the total value of the order. Vendor should note that, in case any material is rejected on receipt at our stores before issue of ICGRN, the delivery date of the same will be considered on the date of actual successful replacement/ due- rectification of the concerned materials by the vendor.



6. **Special Contingency Policy of Insurance”(as applicable)** may be taken by the sub-contractor / firm with appropriate value coverage for free issued materials, keeping GRSE as the beneficiary for the underlying risk
- Strike industrial unrest, riot (SRCC), fire, flood, earthquake and other natural calamities.
 - Burglary & theft in contractor / sub-contractors' premises.
 - Material in transit.
 - Bad workmanship and wastage / spoilage of materials thereby.
 - Blockage of materials in the contractor/sub-contractor's premises due to prolonged Lock-out and other. Force Majeure conditions which affected the production and financial condition of GRSE.
 - Infidelity of the contractors.

In case of Special Contingency Policy of Insurance” may be taken by GRSE with appropriate value coverage for free issued materials, keeping GRSE as the beneficiary, for the above stated risk, insurance premium will be recovered from the sub-contractors/firms

Notarised Indemnity Bond of undertaking will be submitted within 7 days of placement of Purchase order to collect the free issue materials.”

7. GRSE may demand for Bank Guarantee (BG) of equivalent amount (INR) of the cost of the Steel Raw Material Issued to the Vendor Or Vendors May submit the single Bank Guarantee (BG) for Steel Raw Material Issued to them on yearly basis for equivalent amount in INR of average Work In progress Steel raw Material at vendor's premises.
8. **RISK PURCHASE:** In case the progress of work is not found satisfactory and the contractor fails to maintain the delivery schedule, GRSE reserves the right to get the work done through alternative sources at the risk and cost of the contractor/vendor. ” GRSE may also terminate the contract and initiate Risk Purchase at any point of time if it is found that the Vendor has given incorrect/wrong/false declaration regarding its qualification criteria for obtaining the Contract, apart from its right to initiate other proceedings against the Vendor as per law”.
9. **ARC ORDER CLAUSE:** GRSE BB will enter into Biannual I Rate Contract with L1 Bidder against Totality of entire job. GRSE BB will enter into Biannual Rate Contract with L1 Bidder with same terms and condition as par THE NIT. **GRSE may order Additional Requirement Quantity of each line items based on the performance of the established ARC Vendors within the validity period of Rate Contract i.e. within 12 months from Date of ARC PO. & One more year may be expendable as per the further requirement.**
10. **Contract Period:** The contract period is for 1 (One) year and subsequently may be extended for further 01(one) year at the discretion of GRSE and subject to satisfactory performance of the vendor.
11. During the pendency of the ARC Rate Contract, GRSE reserves the right to place order(s) for additional quantity at same rates and terms and conditions of the existing order. Refusal to accept the same by vendor may attract stringent actions(s) by GRSE as per extant rules.
12. **PRICE:**
- 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.

- b. The quoted rate should be inclusive of statutory Taxes/Levies in E-PROCUREMENT portal and other charges as applicable and inclusive free delivery to GRSE store at 61, Garden Reach Road, Kolkata -700 024. The price should remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.
- c. Statutory taxes and duties, as applicable are to be stated specially and separately in the bills only.

13. METHOD OF QUOTING:

- a) Rate to be quoted per item (Excluding all taxes applicable), GST @18% need to be mark show extra, as per the price bid template in the form of Rupees per Number.
- b) **L1 bidder to be declared on Totality Basis through E-Procurement mode Only.**

14. Any conditional offer will NOT be accepted. And Bid will be rejected.

15. VALIDITY OF OFFER:

- a. Your offer should remain valid for a period of 4 months from the due date of opening of Tender.
- b. The price will remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.

16. TAXES & DUTIES:

- a. GST as per prevailing rates would be applicable.
- b. Any upward revision in taxes & duties or, if imposed beyond contractual delivery period, will be to vendor's A/c.

17. GRSE reserves the right to accept or, reject any/all offers in part/full without assigning any reason whatsoever.

18. SPECIAL NOTE FOR NON-PERFORMING VENDORS: If the Supply / service is found unsatisfactory in course of execution of the orders, GRSE will have the right to terminate the contract anytime as per STAC of GRSE. **If the performance of L1 ARC Vendors is not satisfactorily then GRSE BB may reduce/Cancel the quantity of the non-performing vendor and place/float new tender for required quantity to another vendor. Even after repeated written reminders from GRSE BB unit, if the non-performing vendor fails to perform or complete the given job work, GRSE BB may also take suitable penal action against the vendor as deemed fit.**

19. GRSE reserve the right to enter into separate rate contract/s other than these respondents at the final L1 negotiated price, terms and conditions as developmental Orders.

20. ASSIGNMENT: When an order is issued to a vendor/Contractor for execution of a particular job, the Contractor shall not subcontract the job/a part of the job without obtaining prior approval from the ordering authority and without intimation of the name and credentials of the concerned subcontractor. GRSE representative may visit any time the place of works of the vendor during execution of the order. Further prior written approval shall be required from the ordering authority/GRSE by the contractor for subcontracting job work/part of work outside the premises of the Contractor.



21. INDIVIDUALITY OF THE CONTRACT: This Contract should be treated as an individual contract and should not be related with other orders/contracts with GRSE, in respect of Supply of materials/ progress of work or, payment.

22. 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 on 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. Strike/Riot/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.

23. ARBITRATION:

- a. 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 tender/agreement/supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) of Garden Reach shipbuilders & Engineers Ltd. (GRSE Ltd in short) for adjudication of the said disputes or differences, as Sole Arbitrator, in accordance with the provisions of Arbitration and Conciliation Act, 1996.
- b. The CMD GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or differences, referred to him as the Sole Arbitrator.
- c. 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 on re- enactment thereof for the time being in force.
- d. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- e. 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 act himself as the Sole Arbitrator or nominate/appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- f. Also in the event of 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 himself act as Sole Arbitrator or nominate/appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- g. 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, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach



Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata 700 024.

24. **JURISDICTION:** Litigation, if any pertaining to this contract will come under the jurisdiction of the Competent Court at Kolkata.
25. Unless otherwise mentioned all other terms and conditions will be as per General Conditions of purchase of GRSE.



GUIDELINES FOR SUBMISSION OF BANK GUARANTEE
FORMAT NO. OS/03/0085

1. Non- Judicial Stamp Paper – Non-Judicial Stamp Paper of Rs. 120/- (Rupees one twenty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 120/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order/Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier/Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelop directly to General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited GRSE BHAVAN, 61, Garden Reach Road. Kolkata–700 024 superscribing the word "BANK GUARANTEE".
4. No confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled/Nationalize Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks/Co-operative Bank/Regional Private Bank etc. and for those Guarantee, which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be the accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors/ deletions/ inclusions/riders etc, requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.



PROFORMA OF BANK GUARANTEE TOWARDS SATISFACTORY PERFORMANCE

THIS DEED OF GUARANTEE made this _____ day of _____ between _____ (hereinafter called "THE BANK") which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in office and assigns of the ONE part and GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED, having their Head Office at GRSE BHAVAN, 61, Garden Reach Road, Kolkata – 700 024 (hereinafter called "THE BUYERS") which expression shall unless exclude by or repugnant to the context be deemed to include their successors in office and assigns of the other part.

WHEREAS M/s _____ having its registered office at _____ (hereinafter called "THE SELLER") have accepted an order No. _____ for supply of _____ from the Buyer to tested/certification and deliver the same to Buyer in good condition.

AND WHEREAS it is one of the terms of the said order that the Seller shall furnish to the Buyer a BANK Guarantee comprising _____ % of the value of the order amounting to Rs. _____ (Rupees _____) only for the satisfactory performance of the equipments supplied against the said order at least for a period of _____ from the date of last supply, i.e. from _____ AND WHEREAS the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand sum or sums not exceeding in the whole of Rs. _____ (Rupees _____) only as may become payable to the Buyer by the seller by virtue of or arising out of the Terms and Conditions of the said order. Provided always it is hereby expressly stipulated and agreed that if any question arises as to whether any sum has become payable by the seller to the Buyer by virtue of or arising out of the said order, the decision of the Buyer will be final and conclusive and the Guarantee herein contained shall not be revocable by notice or by reason of dissolution or winding up of the business of the seller or any change in the constitution or composition of the Seller's business and the liability of the Bank under this presents shall not be impaired in any way by any extension of time variation or alteration made given conceded in the conditions of the said order or any other indulgence given by the buyer or by reasons of any failure on the part of the Buyer to enforce any of their remedies against the sellers and / or by reasons of failure on the part of the Buyer to observe or perform any of the stipulations contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall remain in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with the said order have been fully paid and satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT Bank's liability under this Indenture shall remain in full force from the date of issue of the Guarantee till _____ and is limited to a sum of Rs. _____ (Rupees _____) only.

NOTWITHSTANDING anything stated above our liability under the Guarantee is restricted to Rs. _____ (Rupees _____) only. Our Guarantee shall remain in force upto _____ and unless a claim or demand in writing is made on the Bank within 6 months from the date of expiry of the Bank Guarantee the Bank shall be released and discharged from all liabilities thereunder.

Date

SEAL of the Bank



ANNEXURE-V

CHECK LIST FOR BILL SUBMISSION - for Sub-Contract Service Contracts				
A.	GENERAL PARTICULARS: (to be checked and submitted by Contractor/Vendor)			
A.1	BTN (as per BTS System):-			
A.2	Invoice No and date / E-Invoice No. & Date (if applicable for the vendor) (Original & in triplicate)			
A.3	PO Number			
A.4	Name of Vendor			
A.5	Location of work :	MW / RBD/ FOJ/ TU / 61Park/Vendor's premises		
I. For RA Bill (Running/Progressive bill) (Put ✓ Mark)		YES	NO	NA
A.6	PO Number and date verified with Invoice:			
A.7	Vendor Name & Address in Invoice verified with Purchase Order:			
A.8	Vendor Code as in PO verified with Invoice:			
A.9	Original certified WDC enclosed :			
A.10	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
A.12	HSN/SAC code is as per PO			
A.13	GSTIN No. is as per PO			
A.14	GST % is as per PO			
A.15	Security Deposit (SD) submitted as per PO			
A.16	PBG of equivalent amount submitted, as per PO			
A.17	Compliance of Statutory Liabilities of labour as per PO			
II. Applicable for Final/Balance Bill (Put ✓ Mark)				
A.20	Certified Job Completion Certificate (JCC) enclosed			
A.21	MRS as per PO terms enclosed (If applicable)			
A.22	Guarantee Period (GP) expired as per PO term			
A.23	PBG of equivalent amount submitted, if GP is not over (If Yes, copy to enclose with the bill)			

Signature of Vendor's representative
with Seal/Stamp

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



For GRSE Use Only				
B.	To be checked and verified by Bill certifying authority (Put ✓ Mark)	YES	NO	NA
B.1	Whether Bill has been forwarded through BTS			
B.2	Whether WDC is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.3	Job starting & Completion Date (Schedule & Actual) indicated in WDC			
B.4	Certification of Penalty/ Recovery from bill indicated in WDC, if applicable			
B.5	Whether Bill is Certified by the Authorized Person as per PO / SOTR with Rubber Stamp			
B.6	Certification of Penalty/ Recovery from bill as per WDC, if applicable			
B.7	Service Entry Sheet(SES)/GR in line with WDC, PO & Invoice			
	For Final/Balance Bill (Put ✓ Mark)			
B.8	Certified MRS copy as per PO terms enclosed (If applicable)			
B.9	Guarantee Period (GP) expired as per PO term and JCC			
B.10	PBG copy of equivalent amount till GP validity enclosed (if GP is not over)			