



**Garden Reach Shipbuilders & Engineers Ltd.**

**(A Govt. of India Undertaking)**

**BAILEY BRIDGE DEPARTMENT**

**61, GARDEN REACH ROAD, KOLKATA-700 024**

**Telephone: 033 2469-7164, Ext-326, Fax: 033-2469-1400/8150**

**Web site: [www.grse.nic.in](http://www.grse.nic.in), E-Mail: [sahu.subratkumar@grse.co.in](mailto:sahu.subratkumar@grse.co.in)**

**CIN: U35111WB1934GOI007891**

**NOTICE INVITING TENDER (NIT)**

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, 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 limited e-tendering mode for the work package as per following bid document.

**NIT No: BB/LT/AKB/RC TRANSPORTATION/ET-1996**

**Job Title: Rate Contract for Transportation of 140 ft Bailey Bridge ( OG Painted) components Approx. 95 MT from GRSE 61-park Kolkata to NHIDCL, Agartala at Site 7TH MILE TO AMARPUR TRI JUNCTION SECTION OF NH-208 IN THE STATE OF TRIPURA or vice-versa through closed dala trucks to be executed as per SOTR /Scope of work.**

**Tender issuing Dept: BB Store & Despatch dept., 61 Park**

**ARTICLE 1: SCHEDULE OF CALENDAR DATES**

<b>SCHEDULE</b>		
Pre-Bid Meeting (Not applicable)	<del>XX</del> /02/2023	11:00 hrs
Tender Due Date	12/08/2023	10:00 hrs
Tender Opening Date (Part I)	12/08/2023	12:00 hrs
Offer Validity Period minimum	120 days from Tender due date	

**ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT**

<b>FEES / DEPOSITS</b>	
Security Deposit (SD)	3 % of Order Value
Liquidity Damage	@1/2% per week of freight charge for beyond Transit time and maximum up to 5%.
Billing Frequency	On Completion Job
Evaluation of L1	Totality wise



### **ARTICLE 3: ANNEXURE FORMS PART OF THIS TENDER**

Annexure I	Scope of Work
Annexure II	GRSE Standard Terms and Conditions (STAC) with Appendices-A to G (please refer <a href="http://www.grse.nic.in">www.grse.nic.in</a> )
Annexure III	Transit Time
Annexure IV	Check list for Bill submission/Transporters
Annexure V	Guideline for submission of Bank Guarantee
Annexure VI	Format for Security Deposit
Annexure VII	Schedule of Quantities & Rates (SOQR).

### **ARTICLE 4: DOCUMENTS TO BE UPLOADED**

1	Technical Acceptance format as available with NIT after being downloaded and filled up
2	Commercial Acceptance Format as available with NIT after being downloaded and filled up

### **ARTICLE 5: JOB EXECUTION SCHEDULE**

**(A) Mobilisation Period 1** days from the date of P.O./L.O. I

**(B) Delivery schedule:** As per NIT

### **ARTICLE 6: JOB EXECUTION**

Job is to be carried out strictly as per SOTR & NIT

### **ARTICLE 7: PRICE**

Price quoted will be firm and fixed for the entire contract period till completion of work awarded during valid contract period / for a period of one years. Price is to be quoted with GST @ 5 % and GST @ 5% amount directly deposited by GRSE under RCM. No escalation whatsoever will be considered under any circumstances within the stipulated period of contract.

### **ARTICLE 8: 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 SD 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 the quoted price to be analysed w.r.t. to tender requirement and if the L1 bidders fails to justify their quoted rate, then the obtained L1 quote will be rejected & next quote will be considered as L1

### **ARTICLE 9: 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 10: 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 11: DETERMINATION OF L1**

Bidder should have to indicate price for **closed dala trucks in price break-up in part II of bid documents** . L1 will be decided on totality wise. However, in case of loading the price, GRSE will evaluate L1 bidder offline, considering all loading factor low quoted price. When price breakup is sought as an attachment to price bid format (Part II bid) and in case of discrepancy between price quoted in online (html) format & the attached breakup; then price quoted in the attached breakup will should be considered for final evaluation and deriving L1.

## **ARTICLE 12: 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 13: 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 MSME document.

## **ARTICLE 14: ELIGIBILITY CRITERIA**

**Only nominated Transporter will be eligible for participate.**

**Note: -**

- (a) Any other response that is not in line with nomination mention here in will be summarily rejected.
- (b) Any query difficulty in understanding of SOTR or other technical terms may be got clarified from Mgr. BB-Despatch 61 Park, Email Id- [bharati.anilkr@grse.co.in](mailto:bharati.anilkr@grse.co.in), Mob- No- 9748813372, prior to submission of offer.

## **ARTICLE 15: 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 01 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. 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.
  - h. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.
  - i. Difficulty in submitting the bid:
    - (i) Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from "Mgr. (Bb-Despatch), Email: [bharati.anilkr@grse.co.in](mailto:bharati.anilkr@grse.co.in), Mob: 97848813372" prior to submission of offer.
    - (ii) Any difficulty in submitting / uploading of e-tender or for any system help, may contact GRSE e-procurement cell, E-mail: [mtl.eproc@grse.co.in](mailto:mtl.eproc@grse.co.in) Landline: 033-24893902

## ARTICLE 16 E-BID INSTRUCTION

- (a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal <http://www.grse.nic.in/etender> or <https://eps.buyjunction.in/grse>
- (b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (c) 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.
- (d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned. 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.
- (e) Bids can be submitted only during validity of registration of bidder with GRSE e-Procurement portal.
- (f) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.



- (g) 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.
- (h) **AMENDMENT OF TENDER DOCUMENT**
  - a. Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 1 days prior to the deadline for submission of tenders as finally stipulated.
  - b. Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 1 days prior to the deadline for submission of Tender as finally stipulated.
  - c. To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

### **ARTICLE 17: 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.
- (h) Bidder not agreeing for furnishing of the required Security Deposit (SD).

### **ARTICLE 18: 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.

**ANIL KUMAR BHARATI**

**Mgr. (BB-Despatch)**

**Email:**

**[bharati.anilkr@grse.co.in](mailto:bharati.anilkr@grse.co.in)**



## **List of Enclosures:**

### **PART – I (Technical Bid)**

ANNEXURE – I -	Scope of Work
ANNEXURE – II -	Standard Terms & Conditions (SOTR)
ANNEXURE – III -	Destinations with Transit Time.
ANNEXURE – IV -	Check List for Bill Submission/Contractors
ANNEXURE - V -	Guidelines for submission of Bank Guarantee
ANNEXURE - VI –	Format for Security Deposit

### **PART – II (Price Bid)**

ANNEXURE - VII–	Schedule of Quantities & Rates (SOQR).
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**SCOPE OF WORK (SOTR)**

1. GRSE Bailey Bridge unit at 61 Park requires lifting and dispatch of DL MSB components as mentioned in the subject of LTE on door delivery / collection basis with minimum start value from 1.5MT to 25MT by Road through **closed Dala Truck** as per requirements given by GRSE. Transshipment if required shall be in the scope of transporter and the cost towards the same shall be in transporter's account.
2. **Contract Period:** The Rate Contract will be valid for a period of 1 year from the date of issue of initial LOI/PO. Contract period may be extended further 6 (six) months as per requirements of GRSE.
3. **Loading & Unloading & proper Stacking:**
  - a) Loading of materials inside GRSE 61Park unit is under GRSE scope
  - b) Unloading at customer site is under Transporter scope with proper stacking as per consignee requirement
  - c) Weight measurement and volumetric of consignment will be done by GRSE in 61park unit on free of charge by GRSE
  - d) Weight measurement and volumetric of consignment outside 61park Unit/at site is under Transporter scope.
  - e) Return materials from at customer site: Loading, weight measurement and volumetric of consignment will be under Transporter scope and the same will be unloading at 61park is GRSE scope.
  - f) Transporter representative must witness the no. of items loaded at GRSE and acknowledged otherwise any loss & damage reported from the consignee will be recovered from Transporter
4. **Destination:** Destination as mentioned in Annexure – III & (100KM in plain land and 60KM hilly area from the location mentioned for which no extra payment will be applicable).
5. **Freight Charge:** The rate per MT inclusive of all Statistical charges i.e. safe unloading, proper stacking at consignee's end, taxes & duties (excluding GST/any other service tax) and other charges as applicable should be quoted.
6. **GST Tax:** GST @ 5% under RCM, will be paid by GRSE.
7. **Toll tax/ Entry Tax:** Entry tax/ Toll Tax at state entry check post, if any, shall be paid by the transporter. Payment of the same shall be reimbursed by GRSE **at actual** on production of original documents. This will be intimated to the transporter as and when required
8. **Security Deposit:** Security deposit @ 3% of the estimated tentative transportation charges as per tender in the form of Pay Order/Demand draft on a scheduled bank, to be submitted **within 5(Five) days** from the date of placement of LOI/ Work order for the contract. BG should be issued by any nationalized/scheduled bank, excepting Co-operative Banks. The security deposit will be released after completion of the validity of the PO/LOI or receipt of the last consignment by the consignee against the same PO/LOI whichever is later.





**9. Transit Insurance:** Transit Insurance will be arranged by GRSE except transportation of documents. Documents (manual, drawings, and relevant papers) have to be handed over properly by the transporter. Transporters have to bear total cost of loss/damages of the documents, if any which shall be solely decided by GRSE.

**10. Other conditions: -**

a) Documents in support of registered tonnage capacity of the truck are to be shown by transporter before loading of the materials

b) Transporters must be conversant with safety rules of road transport. Safety rules cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.

**11.Placement of trucks:**

a) Trucks are to be placed within 24 hrs. of intimation over phone/in writing from our end. Any delay in placement of trucks may attract Penalty as Rs.3000.00 per day after 48 hr. (2 days) and same will be deducted in transporter bills. In the event of failure of L1 vendor to place trucks as and when required/intimated, job shall be offered to L2, L3.... vendor on agreement at L1 price. Acceptability in this regard should be given by L2 vendor, towards this counter offer will be given to the rest of responded bidders at the final negotiated price of L1 bidder for acceptance.

b) If L1 bidder is not positioned the truck within 48 hrs. the alternately L2 & L3 vendors offered and difference amount will be deducted in L1 vendor.

**12.** Transporters shall be capable of placing at least 3 to 4 trucks within 24 hrs. of intimation (telephonic/e-mail/Fax)

**13.**Xerox copy of the receipt of consignment note duly acknowledged by the consignee with official seal for proper authentication indicating the date and details of receipt of material is to be forwarded to GRSE immediately after delivery is made. Vendors must ensure that, consignment receipt is acknowledged properly (stamp and date is required).

**14.**The position of the movement of the loaded vehicle after collection of material from GRSE is to be intimated to us at intervals of 2 (Two) days, till safe arrival of the goods to the destination.

**15.Damage/Short Certificate:**

i) Transporters will be fully responsible for safe custody and delivery of consignments. In the event of short delivery/damage of consignments, the value of short/damage of components will be deducted in transporter bill.

ii) Transporter has to issue a Damage/Short Certificate for Insurance claim of loss/damages through GRSE

iii) Cost of lost/damages of documents (Drawings, manuals etc.), if any, will be compensated in full by the concerned transporter.

**16.**Submit the original LR copy immediately with consignee sign after delivery the materials to customers. **(Transit time + 3 Days)**

**17.**GRSE's Standard terms & conditions of Purchase will be applicable





**18.** Special note: If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC (Annexure II) of GRSE.



**STANDARD TERMS & CONDITIONS (STAC)**

**1. Payment terms:**

- a. 100% payment for transportation charge will be made by GRSE (after completion of each consignment) within 30 days from the date of submission of the transporter's bill.
- b. Bill supported with receipt copy of our Dispatch Advice and Transporter's Consignment Note duly acknowledged by the consignee with official seal for proper authentication indicating clearly the date of receipt and details of the material.
- c. In case of Export, related documents as mentioned in clause No.8.0 of Scope of Work must be submitted prior to submission of the respective bill.
- d. Payment will be made through ECS only after deduction of LD amount/cost of loss or damage etc. if leviable as per contract.
- e. **Submission of Bills by the Firm:** The vendor shall submit bills complete in all respect as relevant in the checklist enclosed (Annexure –IV). The entire Consignment note, attached with freight bill must clearly indicate the receiving date by the Consignee with their official seal In case bills are submitted with faulty/incomplete enclosure or inappropriate documents: -
- f. A transaction fee of Rs. 500/- will be charged on first return.
- g. And said fees will be twice the amount on second return.

**2. Liquidated Damage:** For delay in delivery L.D (Liquidated Damage) will be imposed @1/2% per week or part thereof on the undelivered material/work subject to a maximum of 5% of the order for the delayed part.

**3. Risk Purchase:** GRSE reserves the right to impose Risk Purchase clause i. e in case of failure in delivery within the stipulated delivery time and unsatisfactory performance of the vendor. GRSE reserves the right to short close/cancel the order and take alternative action by engaging other agency at vendor's risk & cost.

**4. Price:** During period of the contract the **rate per ton** will be firm and fix.

**5. Validity of offer:** Quotations should be valid for 4 (Four) months from the date of submission or till the date the date of award of the contract to successful bidder/s, whichever later

**6. Your offer should come in Two part as follows:**

1. Part-I: Techno-Commercial bid
2. Part-II: The Rate (Price bid).

Part-I will be opened on due date. Bidders qualifying in Part-I, will only be considered for Part-II i.e. Price bid.

**7.** GRSE reserves the right to accept/ reject any tender in full or in part without assigning any reason. GRSE also reserves the right to enter into the contract with one or more contractors for their requirement of whole or part job.

**8.** No Conditional offer will be accepted.

**9.** Sub-contracting of Sub-contracted job: When an order is issued to a vendor/ transporter for execution of a particular job, the vendor/transporter shall not sub-contract the job/ a part of the job without approval from the employer and without intimation of the name and credentials of the said subcontractor.

**10. SECURITY DEPOSIT (INTEREST FREE):**



- a) Successful bidder will deposit an amount equivalent to 3% of the total contract value, as interest free Security Deposit in the form of Pay Order/D.D/Bank Guarantee (as per GRSE format) on any Scheduled Bank other than Co-operative Bank at Kolkata, duly crossed favouring "Garden Reach shipbuilders & Engineers Ltd.",. Payable at Kolkata, within 15 days of placement of Purchase Order. However, Bank Guarantee as per GRSE format towards security deposit will have to be submitted fresh.
- b) S.D submitted in the form of B.G should be forwarded directly to CGM (Finance) in Banker's sealed envelope failing which the same will not be accepted.
- c) SSI units registered under single point registration with NSIC will be exempted from the Security deposit subject to the monitory limit to which they are registered. However, this will be as per Guidelines circulated by D.P.E from time to time.
- d) Security Deposit to be released after completion of the validity of PO/LOI or receipt of the last consignment by the consignee against the same PO/LOI whichever later.
- e) Non-submission of Security Deposit within the stipulated time as stated in Cl.13 (a) would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of Security Deposit to be submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Contractor/Successful Bidder for which no separate notice shall be issued.

**11. PRICE:**

- a. Price bid need to be filled up in given price bid data sheet only (ANNEXURE-C). No other attachment regarding price will be allowed if so then offer will be treated as cancelled.
- b. The quoted rate should be exclusive of statutory Taxes/Levies 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. Statutory taxes and duties, as applicable are to be stated specially and separately.
- c. No conditional offer will be accepted.

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

**13. 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 progress of work or, payment.

**14. 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.



## **15.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.

## **16.JURISDICTION:** Litigation, if any, pertaining to this contract will come under the Jurisdiction of High Court at Kolkata.

- a. 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.
- b. 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.
- c. GSRE 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.
- d. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.



## ANNEXURE – III

### Destination with Transit Time

Sl. No.	Item Description (OG painted)	Type of vehicle required	Consignee details	Tentative weight in MT	Transit Time
i).	140 ft Bailey Bridge material	Closed dala truck	NHIDCL RO AGARTALA SITE- AMARPUR TRI JUNCTION SECTION OF NH-208 ( NEAR AGARTALA) IN THE STATE OF TRIPURA or Vice versa	95 MT	04 days

**Note-**

1. The quantity mentioned above is tentative and may vary as per actual requirement's. GRSE decision in this regard will be final .



**CHECK LIST FOR BILL SUBMISSION/CONTRACTORS**

<b>CONTRACTOR PARTY CODE BILL NO ORDER NO</b>	<b>DATE</b>	
1. BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO BY THE DESIGNATED PERSON OF THE PRODUCTION/ORDERING DEPARTMENT– SUBMITTED.		<input type="checkbox"/>
2. ALL BILL MUST BE SUPPORTED BY CONSIGNMENT NOTE INDICATING THE DATE OF RECEIPT OF THE CONSIGNMENT.		<input type="checkbox"/>
3. BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER MUST BE SENT TO FINANCE DEPT. IN BANK'S SEALED ENVELOPE.		<input type="checkbox"/>
4. SECURITY DEPOSIT AS PER ORDER SUBMITTED.		<input type="checkbox"/>
5. GST REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.		<input type="checkbox"/>
6. ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.		<input type="checkbox"/>

**NOTE:** TRANSACTION FEE OF Rs. 500.00 FOR FIRST RETURN & RS 1000.00 FOR SUBSEQUENT RETURNS OF THE BILLS WITH INAPPROPRIATE DOCUMENTS WILL BE CHARGED.



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

1. Non- Judicial Stamp Paper – Non-Judicial Stamp Paper of Rs. 60/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 60/- 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 envelope directly to General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited 43/46, 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.





## ANNEXURE – VI

### FORMAT FOR (Security Deposit)

In consideration of the **Garden Reach Shipbuilders & Engineers Limited** (hereinafter referred to as the "**Employer**", which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to ..... (**Name of the contractor**) with its Registered/Head Office at ..... (hereinafter referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) an order bearing Purchase order No..... dated..... and the same having been unequivocally accepted by the contractor resulting in to a Contract between the employer and the contractor for ....., more fully described in the said Purchase Order and the contractor having agreed to provide a Performance Guarantee for faithful performance of all the terms and conditions of the said Purchase Order for a sum equivalent to ..... % (..... percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

We... (Name of the Bank and its branch) having its Head office at ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the buyer merely on demand any or all monies payable by the contractor to the extent of Rs. .... (amount in figures) (Rupees ..... only) as aforesaid at any time up to ..... without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference between the buyer and contractor or any difference and dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee.

The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The buyer shall also have the fullest liberty. Without affecting this guarantee, to postpone from time to time the exercise of any power vested in then or of any right, which they might have against tile contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenant, expressly contained or implied in the contract between the buyer arid the contractor or any other course or remedy or security available *to* the buyer. The Bank shall not be released or discharged of its obligation under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding against the contractor and notwithstanding any security or other guarantee that the buyer may have in relation to the contractor's liabilities.

