



Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking, Under Ministry of Defence)

43/46, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: www.grse.in

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

:: NOTICE INVITING TENDER ::

ITEM: SUPPLY OF ARGON 5.5 GAS CYLINDER ON MONTHLY BASIS FOR A PERIOD OF 01 YEAR.

E-TENDER NO.: PUR/AD/ST/M602/ ARGON 5.5/ET-1818

<u>Indent No.</u>	1000041265
<u>Account</u>	Mtc.Item

SL.	DESCRIPTION	QUANTITY
1.	Argon Cylinder Gas 5.5 for 01 Year. Procurement of Argon Gas Cylinder 5.5 total 15 Nos.	15 nos.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)
MANAGER (PURCHASE)

List of Annexures
i) SOTR.



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- TECHNICAL TERMS -

1. **TECHNICAL SPECIFICATION / SCOPE OF SUPPLY :-**

AS PER ATTACHED TECHNICAL SPECIFICATION.

For any clarification please contact –

Sl.		<u>Contact Details</u>
1	For any kind of technical specification related quarries	Mr. Ravi Yadav, SM (QA/MW) Email : Yadav.Ravi@grse.co.in Mob : +91 9264455056
2.	For any kind of commercial related quarries	Mr. Arabinda Chattopadhyay, Sr. Manager(Purchase) Email : chattopadhyay.a@grse.co.in Mob : 8584888176
		Mr. Arup Das, Manager(Purchase) Email : das.arupkr@grse.co.in
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement Cell Email : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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- COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through E-Procurement. The mentioned information should be clearly filled up in E-Procurement and upload the same.
2. **OFFER VALIDITY: -**
All Tenders must remain firm and open for acceptance **for 90 days** from the due date.
3. **DATE OF COMMENCEMENT: -**
The Contract shall come into effect from the date of signing or issue of order.
4. **CONTRACT PERIOD: -**
The Contract would be valid for an initial period of one year in general. GRSE also reserves the right to extend or shortened the Contract period for the period upto 6 months (from the expiry of original contract) with the same Rate, Terms & Conditions towards consumption of total contracted quantity
5. **OPTION CLAUSE / QUANTITY ENHANCEMENT**
GRSE also reserves the right to amend order for 50% more or less of the total ordered quantity during the period of Contract at the same price and terms and conditions. GRSE shall intimate the Supplier in this regard at least three months prior to expiry of original contract
6. **SCOPE OF SUPPLY.**
As per SOTR enclosed.
7. **TERMS OF PRICE: -**
Quoted price shall be firm and fixed till full execution of order and contract validity.
8. **TERMS OF DELIVERY: -**
As per SOTR clause enclosed.
9. **PART ITEM SUPPLY: -**
Applicable, as and when required by GRSE as per the schedule mentioned in the SOTR.
10. **TAX: -**
Goods and Service Tax (GST) will be paid extra. Accordingly, firm to indicate GST rate & HSN
11. **PAYMENT TERMS:-**
100%, through ECS/NEFT within 30 working days, after delivery and acceptance of material at GRSE. Received copy of delivery challan and clear ICGRN [Inspection cum Goods Receipt Note of GRSE] to accompany your Tax Invoice.
12. **LIQUIDATED DAMAGE: -**
All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the lot order subject to a maximum of 5% of the value of the lot order for the delayed part. To release L.D. amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee.
13. **RISK PURCHASE: -**
If the materials are not supplied within the stipulated delivery period GRSE reserves the right to procure the same or equivalent material from alternative source at your risk, responsibility & cost.



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14. **FORCE MAJEURE: -**

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

15. **REJECTION OF MATERIALS: -**

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of intimation.

16. **INDIVIDUALITY OF CONTRACT: -**

This order shall be treated as an individual contract, shall not allow any general lien to the portions and shall not get any prejudice in execution due to situation arising out of some other contract that you may have with GRSE.

17. **CANCELLATION OF ORDER: -**

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

18. **SECRECY CLAUSE :-**

All information given to the supplier for the execution of the order is to be treated as SECRET / CONFIDENTIAL. The technical information, drawings, specification and other related documents forming part of this Enquiry / order are the property of Purchaser and shall not be used for any other purpose except for the execution of Order. Any information / drawing etc. shall not be copied, transcribed, traced or reproduced in any other form or otherwise in whole / part or duplicated, modified, divulged and / or disclosed, to a third party not misused, used in any other form whatsoever without purchaser's prior consent in writing except to the extent required for the execution of this order. At the time of tendering the purchaser has to give an undertaking in favour of GRSE that in the event of any breach of the above provisions, he would make good of any loss / cost / damage / any other claim whatsoever preferred by anybody to GRSE in this respect.

19. **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



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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.

20. **JURISDICTION :-**

All disputes arising out of the contract if required to be referred to a court of law, the jurisdiction of the case would be under Kolkata court irrespective of the location of the vendor.

IMPORTANT NOTE: -

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) IN CASE 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 "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.