



# Garden Reach Shipbuilders & Engineers Limited

(A Govt. of India Undertaking)

P-2/2, TARATALA ROAD, Kolkata - 700 088.

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## NOTICE INVITING TENDER

Tender No.: DKMC/AKS/ST/RLHTS DrawApp InspServ/**ET-1704**.

QS/03/0002

Date-31-07-2021

**Due Date: 09-08-2021 12:00 hrs.**

Tender Opening Time: 10-08-2021 14:00 hrs.

- Bids in Single Stage Two Bid System (Part – I: Techno- Commercial Bid and Part –II: Price Bid ) are invited for **Drawing & QAP Approval along with Inspection service and certification of Rail Less HTS for GRSE YD-3025-28 SVL.**  
Part – I: Techno – Commercial bid – ANNEXURE – A & B (it must contain only technical & commercial points against Annexure-I & II of the NIT and should not contain any price. If any price is indicated in Part – I, the offer will be treated as CANCELLED)  
Part – II: Price bid (containing only price)- ANNEXURE – C
- You will have to submit your bid in two part (Techno-Commercial as per Annexure – I &II of this NIT & price Bid) in e- procurement mode where all data sheet will be available for download. You are required to fill up the required field and upload the file. 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 attached the offer will be treated as cancelled. You should mention your offer Ref. No. Date in ANNEXURE – A, B & C.
- Nature of Tender: Single E- Tender.
- Description of items: Drawing & QAP Approval along with Inspection service and certification of Rail Less HTS for GRSE YD-3025-28 SVL.
- Technical Specification and scope of supply: As per enclosed Annexure-I.
- General commercial terms and conditions: As per enclosed Annexure-II.
- Important Dates:-

I) Date of Publishing on Web	: 31.07.2021
II) Last date of submission of Tender	: 09.08.2021 up to 12.00 PM
III) Date of opening of Tender	: 10.08.2021 after 02.00 PM
- Price shall be firm & fixed till full execution of order at Kolkata/Mumbai/Coimbatore/ Bangalore/Hosur basis.
- Last date of submission of Bid/ date of opening of bid is indicated in Tender Document. Bidders may view the opening of tenders (Technical Bid) from their portal using their DSC. Tender is liable to be rejected if the requisite documents are not enclosed with the technical offer.
- Date of opening of offer (Price Bid) will be notified in due course after conclusion of TNC/CNC meetings and acceptance of Techno- Commercial offer. Price bids of the qualified vendors could be viewed by the bidders from their own portal.
- Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of NIT/SOTR/STACs. 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 tenders until & unless deviation is specially mentioned in offer.
- Queries if any on SOTR or others Terms may be got clarified from Manager (Design)/DGM (DKMC-TU) prior to submission of offer.

13. PBG: Not Applicable.

14. WEB Clause: Bids are required to be submitted in TWO parts (Techno-Commercial bid & Price bid) in e-procurement mode through our e-portal <https://eprocurement.synise.com/grse> wherein all Data Sheets are available for download. Bidders need to download all Data sheets from the e-portal, fill-up and upload the same, using their Digital Signature Certificate (DSC). Price bid needs to be filled up in the given price bid data sheet only, if any other attachment regarding price is found, the offer will be treated as cancelled. A blank copy of Price bid is to be attached along with Techno-Commercial bid so as to verify that the items quoted confirm to the tender and SOTRs.

(i) Part A: Techno-Commercial bid (it must contain only technical & commercial points and must not contain any price).

(ii) Part B: Price bid (containing only price).

Acceptance Format: is to be downloaded from the RFQ and after due completion the same is to be uploaded along with the e-quotation by the vendor to facilitate the buyer to know at a glance the acceptance or deviation by the vendor regarding the commercial terms & conditions of the RFQ (e-tender).

No conditional offer and hard copy of offer will be accepted.

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

for GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

A.K Sinha

Manager(Design-TU)

M/s Garden Reach Shipbuilders & Engineers Ltd.

P-2/2 Taratala Road, Kolkata-700088.

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**Enclosure List:**

1. Annexure-I: Scope of Work
2. Annexure-II: General Terms and Conditions of Tender.

## ANNEXURE-I :

1. Scope of Work:

SL. NO.	INDENT NO.	SAP SL. NO.	INDENT ITEMS		UOM
			DESCRIPTION	QUANTITY REQ.	
1	1400027818	10	<b><u>Drawing &amp; QAP Approval along with Inspection service and certification of Rail Less HTS for GRSE YD-3025-28 SVL</u></b>	<b>1</b>	<b>AU</b>
			Drawing & QAP Approval 3025-28	1	EA
			Inspection and Certification charges –3025	1	EA
			Inspection and Certification charges –3026	1	EA
			Inspection and Certification charges –3027	1	EA
			Inspection and Certification charges –3028	1	EA

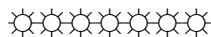
2. Drawing & QAP Approval along with Inspection service and certification of Rail Less HTS for GRSE YD-3025-28 SVL.
3. Quality Assurance Plan Approval based on GRSE Drawings / Specification.
4. On-site inspection at vendor premises as per approved QAP by Inspection authority & dispatch Clearance certificate.
  - a. All vendors for mechanical and hydraulic components of all equipment will be based on Kolkata/Howrah/N-24 Paraganas Basis.
  - b. Motor for all equipment will be based on Mumbai/Palghar Basis.
  - c. Control Panel will be based on Mumbai/Kolkata basis.
5. Conduction of FAT at GRSE and issuance of final I-Note & Release Note.

**ANNEXURE-II**  
**GENERAL TERMS & CONDITIONS OF TENDER**

1. **DELIVERY:**
  - a) Drawing & QAP Approval: Within 10 days after submission of drawings/QAP.
  - b) Inspection: Within 02 days after intimation for inspection in/around Kolkata and within 05 days outside Kolkata.
2. **PAYMENT TERMS:** 100% Payment will be made through ECS/NEFT within 30 days after receiving the clear bill with Inspection / Despatch Clearance Report.
3. **LIQUIDATED DAMAGE:** Not Applicable.
4. **METHOD OF QUOTING:** Please submit your offer through e-procurement portal in two bid format (Part – I: Techno-Commercial Bid and Part –II: Price Bid).
5. **ROUTINE JOB STARTING AND COMPLETION TIME:** Job requires to be started with effect from the date of placement of order and to be completed within due date of the order.
6. **PRICE:** The price should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever.
7. **TAXES & DUTIES:** Applicable Tax rate with GSTN & SAC to be mentioned in the offer.
8. **VALIDITY OF OFFER:** Your offer should remain valid for a period of 120 days from the due date of the tender.
9. **CONFIDENTIALITY CLAUSE:**
  - a) Confidential information shall mean and include all trade secrets, business plans and other information relating to (whether directly or indirectly) the business thereof (including, but not limited to, the provisions of this Agreement) and in whatever form, which is acquired by, or disclosed to, the other Party pursuant to this Agreement.
  - b) In consideration of Confidential Information of each Party (Disclosing Party) being made available to the other Party (Receiving Party) under this Agreement, the Receiving party shall at all times:
    - b.1) Treat all such Confidential Information as secret and confidential and take all necessary steps to preserve such confidentiality.
    - b.2) Not use any such confidential information other than for the purpose of performing its obligations under this Agreement, and in particular, not to use or seek to use such confidential Information to obtain (whether directly or indirectly) any commercial, trading or other advantage (whether tangible or intangible) over the disclosing party.
    - b.3) Not disclose such Confidential Information to anyone other than with the prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion) of the Disclosing Party.
    - b.4) Not make any copies of any such Confidential Information (including, without limitation, any document, electronic file, note, extract, analysis or any other derivation or way of representing or recording any such Confidential Information) without the Disclosing Party's prior written consent (such consent to be granted or withheld at the Disclosing Party's absolute discretion).
    - b.5) Upon written request by the Disclosing Party, promptly deliver to the disclosing party or the direction of the Disclosing party, destroy, all materials containing any such Confidential information and all copies, extracts or reproductions of it (as permitted under this Agreement) and to certify compliance to the Disclosing Party in writing.
    - b.6) This article shall survive the completion, termination and/ or foreclosure of the agreement for a period of 20 years from the date of this agreement.
10. **INDIVIDUALITY OF THE CONTRACT:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.
11. **SECRECY OF INFORMATION:-** All documents and drawings of this project are of confidential in nature and should be used explicitly for the purpose for which they are provided. Drawings should not be copied and should be returned to GRSE on completion of work.
12. **FORCE MAJEURE:** In the event of contractor being unable to fulfill 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.

### 13. ARBITRATION :

- 13.1. If, at any time, before, during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this tender/agreement/supply order (retain whichever is applicable) the same shall be referred to the Chairman & Managing Director (CMD in short) or the Managing Director (MD in short), as the case may be 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.
  - 13.2. The CMD or MD, 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.
  - 13.3. Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification on re-enactment thereof for the time being in force.
  - 13.4. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
  - 13.5. In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD or MD 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.
  - 13.6. 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 or MD 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.
  - 13.7. The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc., as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. The venue of arbitration, 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.
14. JURISDICTION: Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.
  15. As a general rule, price negotiation with L1 vendor(s) will not be entered into as far as possible unless warranted by unreasonable price quoted, in the opinion of GRSE.
  16. L1 bid will be decided on the basis of total price including drawing approval, QAP approval and Inspection charges. In case of import component in price the L1 will be decided based on equivalent INR value on the date of price bid opening.
  17. Cancellation of Order: GRSE reserves the right to cancel any order if placed in part/full without assigning any reason and with no financial implication.
  18. Compliance with Laws: Vendor is warranted that all goods purchased against the enquiry shall conform with all applicable. City, States and Central Laws, Ordinances and Regulations. Further vendor shall indemnify defend/relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
  19. The company shall not be liable under the Workmen's Compensation Act of 1923, in case any employee or workmen of any Contractor receives injury while actually serving his employer in connection with the latter's work inside the compound of GRSE Ltd.
  20. All other terms and condition will be as per GRSE STACs.



#### Note:

1. Techno-commercial bid will be opened on the due date and time of tender you may send your representative.
2. In case of non-receipt of filled in NIT/SOTR/STAC 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.
3. For any discrepancy between NIT (Notice Inviting Tender) and STAC, NIT statement may be taken as final.
4. Clarification required, if any, regarding Tender Document, should be got resolved by contacting competent authority of GRSE prior to submission of bid.