



Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

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

An ISO 9001-2008 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004

Phone: 2446 134/135/137/139/360/806/851

Fax: + (91) 0651-2446895

Website: www.grse.nic.in

Email: grseltddep@bsnl.in

NOTICE INVITING TENDER

E-TENDER NO.: DEP/AKS/OT/BB/GALVANIZING/21-22/ET-1803 Dated: 15.01.2022

Tender Closing Date and Time : 04.02.2022 at 12:00 Hrs.

Tender Opening Date & Time : 07.02.2022 at 14:00 Hrs.

Sub.: Biannual Rate Contract for Galvanization of Panel, Chord Reinforcement, Decks, Transoms and Bought out components at vendor premises as per GRSE drawing and specification.

OPEN e-TENDER ENQUIRY

INSTRUCTION TO BIDDERS: -

1. **Bids in single stage two bid system (Part-I:** Techno-Commercial Bid and **Part-II:** Price Bid) are invited for Galvanization of Panel, Chord Reinforcement, Decks, Transoms and Bought out components with free supply of black materials by DEP, Ranchi to vendor and after galvanizing supply the same to DEP Ranchi store.
 - a. **Part -I:** Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. If any price is indicated in Part-I, the offer will be treated as CANCELLED) – ANNEXURE – A & B.
 - b. **Part - II:** Price bid (containing only price) – ANNEXURE –C.
2. You will have to submit bid in two part (Techno-Commercial & price Bid) in e-procurement mode where all data sheet will be available for download, need 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 so then offer will be treated as cancelled. You should mention your offer ref. no. and date in ANNEXURE – A, B & C.
3. The job is to be carried out as per technical Specification in **ANNEXURE-I** for Galvanizing of Panel, Chord Reinforcement, Decks, Transoms and Bought out components by the vendor at their premises.
4. **PLACE OF WORK & FACILITIES:** The work is to be carried out by the contractor at their premises, vendor has to arrange transportation to take materials from DEP, Ranchi store with proper documents and transport facility to be deployed by the vendor at their cost and risk.
5. Quoted price should be firm and fixed till execution of entire contract and no escalation whatsoever will be admissible within contract period.
6. **TENDER FEE:**
 - a) Parties downloading tender documents from website need to submit a Demand Draft/Pay Order for **Rs.500/-** (Five Hundred only) (non-refundable) in favor of "Garden Reach Shipbuilders & Engineers Ltd." payable at Ranchi from Nationalized/Scheduled Bank other than Co-operative bank towards cost of tender documents.
 - b) Vendor to send Original Demand Draft/Pay Order towards cost of tender documents to DEP, Ranchi BB Cell. Addresses to DGM (I/C-DEP) before due date of submission.
 - c) Scan the Demand Draft/Pay Order Copy and attach to General documents part in e-procurement, non-submission of value of tender documents may lead to offer rejection.
 - d) SSI Units registered under single point registration with NSIC will be exempted from Tender Fee Deposit on submission of valid NSIC single point registration certificate for particular product under tender.



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7. EARNEST MONEY DEPOSIT (INTEREST FREE):

Bidders are not required to submit any amount as EMD / Bid Security in the form of any negotiable instrument against this tender. However, in lieu to that, a **Bid Security Declaration** has to be submitted as per format enclosed as **ANNEXURE-III** with the tender. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to furnish the security deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.

MSE registered firms having the tendered service listed in their MSE document will be eligible for exemption from submitting Bid Security Declaration.

Non-submission of Bid Security Declaration or a valid MSE certificate may lead to offer rejection.

8. 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 GRSE Ltd. Payable at Ranchi, 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 Mgr. (Finance/DEP) 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 monetary 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 kept valid till completion of Work.

9. 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.*

10. Queries if any, may be clarified from Manager (Production) DEP, Ranchi prior to submission of offer. Mob No-9264455059, Ph. No.-0651-2401429 Email-sahoo.anjankumar@grse.co.in.



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11. **QUALIFICATION CRITERIA OF THE BIDDER:** The bidders are required to submit copies of the necessary documents pertaining to the following qualification criteria to enable GRSE to ascertain their qualifying status. GRSE reserves the right to verify the authenticity of the documents submitted/claims made by the bidders, whenever felt necessary. The offer will be rejected outright, if valid qualifying documents as mentioned below are not enclosed along with technical offers.
- (a) The bidder must have qualified and experienced workmen and supervisors with minimum qualification for galvanizing of steel components.
 - (b) The bidder must have experienced to doing similar type of activities like galvanizing and acid peak leaning as per the drawing requirement.
 - (c) The bidders must have own galvanized facilities and detail should be furnished to GRSE.
 - (d) GRSE authorized persons will visit the works of the bidders, if necessary, before technically qualifying the bidders.
 - (e) Details of capacity/facilities for manufacturing and inspection of the subject stores at the bidder's end are to be indicated which may be audited by GRSE.
 - (f) Ordering details executed for similar job during last three years to Govt. / Defence /Other organizations and performance report thereof must be furnished by the intending bidders. The minimum value of a single orders executed in a year should not be less than **Rs. 20 lakhs** in any past three years.
 - (g) Annual turnover of participating bidders of the previous financial year should be at least **Rs. 40 Lakh**.
 - (h) For vendors which are not registered with GRSE, financial standing as certified by Bankers, Audited Profit & Loss account and Balance sheet for last three years, Annual turnover in last 03 years etc. are required to be submitted along with the bid.
 - (i) Intending Bidders are to submit the following credentials (Commercial & Technical).
 - i. **Commercial:**
 - a) Valid Pan No.
 - b) Solvency Certificate from Banks.
 - c) GST registration no.
 - d) Updated Annual Accounts along with Annual Report Balance Sheet/Financial status for the last three years. (This is applicable in case of the bidders which are not registered with GRSE Ltd.).
 - ii. **Technical:**
 - a) Details of Plant, Galvanizing port, machineries, equipment & other facilities etc.
 - b) Manpower with Bio-data of key personnel.
 - c) Present Order Book position (in lakhs of Rs.).
 - d) Credentials from other firms/organizations.
 - e) Galvanizing work related order copy.
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12. The offer will be rejected outright, if valid pre-qualifying documents as mentioned below are not enclosed along with technical offers. However, permanent registered vendors/developed vendors are not required to submit.
13. Tender is subject to deposit to **Bid Security Declaration** in absence of which the offer will be rejected outright. Successful bidder(s) are to submit security deposit as per tender terms.
14. Bidders are to be submitted through e-tender. Those who are not experienced in execution of this type of job need not apply.
15. **E-Mail Address for communication:** Vendor should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.
16. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Bidders may attend the opening of tenders (Technical Bid).
17. 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 and vendors may get details of price bid in 'OPENED' box after login into the vendor site ([https:// www.grse.nic.in/etender](https://www.grse.nic.in/etender)).
18. GRSE reserves the right to accept / reject any tender in full or in part without assigning any reason thereof.
19. Acceptance Format Matrix should be filled up and attached with techno-commercial bid as marks of acceptance of **NIT NO**. 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. Queries if any on specification or other Terms may be got clarified from BB Cell DEP, Ranchi prior to submission of offer.
20. GRSE may engage multiple vendors to maintain the construction schedule considering the price status chronologically i.e. L2, L3, L4 and so on.
21. Tender document is available from Website www.grse.nic.in or www.tenders.gov.in or may contact AGM (I/C-DEP), Plant Plaza Road, Dhurwa, and Ranchi-834004 on all working days (except Sundays/Holidays) from 10.30 AM to 12.00 Noon and 1.30 PM to 3.30 PM. For any technical clarification, you may contact Mgr. (Production) on this telephone no.0651-2401429.
22. Parties downloading tender document from website, need to submit a Draft/Pay order for **Rs.500.00** payable in favour of Garden Reach Shipbuilders & Engineers Ltd. DEP, Ranchi towards cost of tender documents.
23. Bidder may inspect the components available in stores, DEP unit of GRSE, Ranchi prior to quote their rate.

"In pursuit of Excellence and Quality in Shipbuilding"



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LIST OF ENCLOSURES: -

ANNEXURE-I: SCOPE OF WORK

ANNEXURE-II: STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE.

ANNEXURE-III: LIST OF COMPONENTS.

ANNEXURE-IV: FORMAT FOR BID SECURITY DECLARATION.

ANNEXURE-V: FORMAT FOR INDEMNITY BOND.

ANNEXURE-VI: GUIDELINE FOR FREE ISSUE MATERIAL.

ANNEXURE-VII: GUIDELINES FOR SUBMISSION OF BANK GUARANTEE FORM.

ANNEXURE-VIII: FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY.

ANNEXURE-IX: FORMAT OF BANK GUARANTEE TOWARDS PERFORMANCE.

ANNEXURE-X: FORMAT FOR 'BOND OF UNDERTAKING.



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ANNEXURE - I

SCOPE OF WORK

(GALVANIZING- PART-I)

SCOPE OF WORK:

1. **Nature of Job.** - Hot Dip Galvanizing of Bailey Bridge (portable Steel Bridge) components. List and approximate Weight of the Components are furnished in ANNEXURE-III.

Note: Interested vendors may physically see the components at Bailey Bridge Department in case of any confusion.

2. **Specification of work-** All surfaces of the components are to be thoroughly cleaned to be completely free from oil, grease, or paint, and shall be subjected to acid pickling prior to hot-dip galvanizing followed by water quenching and dipping in chromating solution. Aforesaid process is to conform to IS-2629.
3. **Inspection-** Pre dispatch inspection of each consignment will be carried out by DEP-BBQA or their nominated agency. Vendor will send inspection call with 3 days prior notice to DEP-BBQA along with his own test certificate. During inspection vendor must extend necessary co-operation and ensure readiness of all the offered items in desired condition and proper manner. The process defects like lumpiness and uneven deposition of zinc layers giving bad look/ poor finish; improper cleaning etc. should be avoided. In case of any rejection during inspection vendor is to repeat the entire process of galvanizing to achieve acceptable quality. Inspection of galvanized components shall be as follows:
 - a. Sample of galvanized components shall be stored for at least one week under cover but with all surfaces exposed to open air to the extent possible. The Zinc coating as seen by visual inspection at the end of this period after storage shall be: Clean, Smooth, Continuous & free from acid spots.
 - b. Average minimum coating thickness of Zinc on components will be 100 microns
 - c. Knife test – to conform to IS-2629

4. COLLECTION OF COMPONENTS FOR GALVANIZING & DELIVERY: -

Vendor will arrange for collection of components for galvanizing from DEP, Ranchi Stores & will deliver the same to DEP, Ranchi Stores after completion of galvanizing and acceptance of material through inspection. Cost of to & for transportation as detailed above to be borne by vendor at their cost.

Components shall be supplied by GRSE: -

(a) Against submission of "Indemnity Bond" by the vendor, on a Non-judicial stamp paper of Rs.60/-as per GRSE approved format, executed by the Managing Director/CEO/Official with "Power of Attorney" of the PSU/Limited Company/(Sub Contractor) affixing the common seal or, in case of other classes of firms, affixed with valid seal of the firm legally enforceable and executed by the Proprietor/Partner/Official having requisite "Power of Attorney" & duly notarized.



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(b) "Special Contingency Insurance Policy" for the GRSE "free issue material" is to be taken up by the vendor at their cost with GRSE as beneficiary by endorsement. Insurance as stated above will be of appropriate value for a period of 1 year & for coverage against the following risks: -

- i) Strike, Riot (SRCC), Fire, Flood, Earthquake & other Natural calamities.
- ii) Burglary & theft in contractor's premises.
- iii) Material in transit.
- iv) Fidelity Guarantee of the contractor/vendor during storage of materials at contractor's/ vendor's site.
- v) Spoilage of materials at the hands of the contractor/ vendor due to bad workmanship & wastage thereby.
- vi) Blockage of materials in the sub-contractor's premises (due to prolonged lockout or, any other Force Majeure condition) which affects GRSE's production.

If any of the above risks cannot be covered by the Policy coverage arranged by the Vendor, GRSE will arrange suitable policy for covering that risk & the premium payable for such policy, will be borne by the vendor.

Any loss sustained on CENVAT credit or, otherwise by GRSE due to non-compliance of GST formalities by vendor shall be to vendor's account.

Cost of material, rejected/damaged during processing or otherwise by the vendor, will be recovered from vendor in full.

5. **QUANTUM OF WORK:** - The approximate weight of the components to be galvanized is **222.00 M.T.** approximate (vide annexure-III) in a period of 2 year with a possibility to go beyond 1 year and approx. average value of material is @ 1,65,000/- per M.T. One-time repeat order may also be placed. The total quantity mentioned in the Annexure-III is in tentative quantity and it may vary as per the requirement within the contract period. Job will be carried out based on the requirement of the customer on the rate contract basis.
6. **DELIVERY SCHEDULE:** - At least 9 MT of Materials are to be collected in one lot and the same is to be delivered within twelve days from the date of collection of the same, failure of which will attract imposition of LD clause as per clause 2 of Annexure -II.
7. **COMMENCEMENT OF COLLECTION OF COMPONENTS:** - The Bailey Bridge Components should be collected within 7 days of intimation of readiness of the components. Necessary Insurance and Indemnity Bond as mentioned in clause 4 above should be arranged within 7 days of placement of P.O. In case of failure of vendor to arrange collection of the components GRSE shall reserve the right to implement Risk Purchase as per clause 4 of Annexure-II.



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PART – II (REQUIREMENT FOR GALVANIZING OF BAILEY BRIDGE COMPONENTS)

1. GALVANIZING PROCEDURE TO CONFORM TO IS:2629 (LATEST REVISION)
2. MIN^m COATING THICKNESS-100 MICRON (AVERAGE MASS OF COATING-705 gm/m²)
3. ADHESION OF COATING-COATING TO WITHSTAND THE KNIFE-TEST AS PER IS: 2629 (LATEST REVISION).
4. MEASUREMENT OF THICKNESS OF COATING BY MAGNETIC OR ELECTRONIC THICKNESS MEASURING DEVICES AS PER IS: 3203 (LATEST REVISION).
5. THREADS SHALL BE CLEANED WITH ROTATING WIRE BRUSHES, IMMEDIATELY AFTER GALVANIZING PRIOR TO THE COATING SET. (COATING THICKNESS ON THREADS 40 MICRON MIN^m). ALTERNATIVELY, THREADS MAY BE CUT AFTER GALVANIZING THE COMPONENTS.
6. SEALED STRUCTURAL COMPONENTS MUST BE CHEKED FOR VENT HOLES, PRIOR TO GALVANIZING, TO AVERT ACCIDENTS.
7. FREEDOM FROM DEFECTS: -THE COATING SHALL BE ADHERENT, SMOOTH, REASONABLE BRIGHT, CONTINUOUS AND FREE FROM IMPERFECTIONS LIKE INCLUSION OF FLUK, ASH AND DROSS, BARE & BLACK SPOTS, RUST, RUST STAINS, PIMPLES & BLISTERS.

DRG. NO.: MISC-926, REV-A



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ANNEXURE – II

STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE

1. **PAYMENT TERMS:** 100% Payment will be made within 30 days of submission of clear bill supported by ICGRN and MRS. However, in case a vendor chooses to keep 10% of the order value to be retained by GRSE as Performance Guarantee, the vendor should raise bill for 90% of the value of the materials supplied by the vendor. The retention money will be paid to the vendor as per performance guarantee clause i.e. after 18 months from the date of last supply/ICGRN. Payment will be made through ECS only against submission of PBG *as per GRSE format.*
2. **INSPECTION CERTIFICATE:** Firm will put up clear inspection report signed by Quality Assurance Authority.
3. **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 of first supply in case of order. This guarantee is to remain valid for the entire guarantee period of 18 months from the date of ICGRN. OR
 - b. Alternatively, 10% of value of the order will be retained from the bill of the supplier & will be released after expiry of the guarantee period of 18 months from the date of ICGRN.
4. **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.
5. **WARRANTY/GUARANTEE PERIOD:** All the manufactured components should be guaranteed in case of any defect, if detected/reported within the Guarantee Period, the same shall be rectified by the contractor free of cost at the place where components are kept isolated, due to defective workmanship with respect to application.
6. **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".*
7. **CONTRACT PERIOD:** 02 (Two) years and subsequently may be extended for further 01 (one) year at the discretion of GRSE and subject to satisfactory performance of the Vendors/suppliers. *Unless terminated/ foreclosed earlier by GRSE upon serving 1 month Notice without any financial implication save and except in case of 'Risk Purchase' invocation and breach of Contract.*



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8. 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 DEP, Plant Plaza Road, Dhurwa, Ranchi -834004. 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.*

9. METHOD OF QUOTING:

- a) Rate to be quoted as per the price bid template (ANNEXURE-C) in the form of Rupees per piece.
- b) L1 bidder to be declared in total contract value without taxes and duties.
- c) No conditional offer will be accepted.

10. Abnormally Low Quoted:

In case the price of L-1 Bidder is found to quote unreasonably low and / or express desires to withdraw from the tender then such bid will be cancelled and punitive action will be taken in line with provision of Bid Security Declaration.

However, in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, lower by 30% or more than 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 tender requirement and if the L1 bidder fails to justify their quoted rate, the obtained L1 quote will be rejected & the next quote will be considered as L1.

11. VALIDITY OF PRICE:

- a. Your price offer should remain valid for a period of 3 months from the due date of opening of tenders.
- b. The price will remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.

12. TAXES & DUTIES: Vendor should clearly state the taxes & duties which will be applicable.

- a. GST will be paid extra as applicable, within the contractual delivery period. Vendors have to indicate the GST rate to charge, SAC Code with vendor GSTIN.
- b. SAC code provide by the vendor should be registered in vendor GSTIN.
- c. GST will be applicable as per the guideline of Central Government.

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

14. **SPECIAL NOTE:** If the 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.

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



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16. **VENDOR REGISTRATION:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate the respective Supplier's 5-digit code no. & group code no. to which they are registered, in the offer. In case the successful bidder is not an enlisted vendor, the vendor has to get them registered with GRSE as per the standard procedure.
 17. **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 sub-contracting job work/part of work outside the premises of the Contractor"*.
 18. **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.
 19. **MANDATORY CLAUSE:** Non-disclosure agreement and non-competitive agreement to be signed (as approved) for executing this contract.
 20. **SECURITY OF INFORMATION:**
 - a) All drawings/documents are confidential in nature. The contractor should not copy any part of the drawings. The drawings (if issued) must be returned *to GRSE* while submitting the offers/completion of the particular job.
 - b) Bond of Undertaking to this effect has to be furnished by the bidder on a non-judicial stamp paper of Rs. 60/- in GRSE format, in case of order.
 21. **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.



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Email: grseltddep@bsnl.in

22. ARBITRATION:

In case of dispute, if any, between GRSE and the contractor, the matter shall be referred to the sole discretion / arbitration of CMD of GRSE or his nominated representative and his decision will be final and binding.

- 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 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.
- b. 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.
- 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 or 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 or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- f. 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.
- g. 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.
- h. The language of the proceeding shall be in English.

23. JURISDICTION: Litigation, if any pertaining to this contract will come under the jurisdiction of the Competent Court at Kolkata.

24. Unless otherwise mentioned all other terms and conditions will be as per General Conditions of purchase of GRSE.



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DIESEL ENGINE PLANT

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

An ISO 9001-2008 Plant

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ANNEXURE-III

LIST OF BRIDGE COMPONENTS

Sl. No.	Part Number	Description	Unit Wt. (Kgs)	Qty incl. spare (Nos)	Total Wt. (Kg)
1	GBB-1	Panel MK-II	283.00	432	122256.00
2	GBB-2	Frame Bracing	18.00	178	3204.00
3	GBB-3	Racker	9.00	100	900.00
4	GBB-15	SW SWAY BRACE	30.00	70	2100.00
5	GBB-29	TIE PLATE	1.50	20	30.00
6	GBB-140	EW Frame Bracing	18.00	100	1800.00
7	GBB-150	Chord Reinforcement	95.60	384	36710.40
8	GBB-2001	Steel Deck Transom	262.00	30	7860.00
9	GBB-2002	Short Std Deck Unit	305.00	50	15250.00
10	GBB-2003	Long Std Deck Unit	315.00	50	15750.00
11	GBB-2008	Std End Deck Unit	138.00	12	1656.00
12	GBB-2012	EW End Centre Deck Unit	69.00	6	414.00
13	GBB-2020	EW Steel Deck Transom	282.00	50	14100.00
					2,22,030.40

NOTE:

- The item wise quantity shown above is indicative and may vary depending upon the requirement. Further the weights as shown above are approximate design weight.
- Bidders are requested to inspect the items prior to submit the bid.
- Panel and CR is the major components are to be galvanized but other items will be galvanized as per the current requirement.



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ANNEXURE-IV

Form for Bid Security Declaration

Date: DD/MM/YYYY

Bid Ref: _____

Tender Ref: _____

To

M/s. Garden Reach Shipbuilders & Engineers Ltd.

Diesel Engine Plant,

DEP, Ranchi-834004

Kind Attn: *(Name & Designation of tender issuing officer)*

Dear Sir / Madam,

We the undersigned declare that:

We understand that, according to tender conditions, bids must be supported by a bid Security Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or



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(b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article 8 of tender.

We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid.

[Insert signature of authorized representative]

[Insert legal capacity of the person signing the declaration]

[Insert complete name of person signing the declaration]

Duly authorized to sign the bid for and on behalf of [insert complete name of bidder]

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

[Note: In case of a joint venture, the Bid Security Declaration must be in the name of all partners to the Joint Venture that submits the bid.]



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ANNEXURE – V

**FORMAT FOR INDEMNITY BOND
TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.60/-**

TO BE PURCHASED IN THE NAME OF THE CONTRACTOR.

This DEED OF INDEMNITY BOND made this..... the day of by M/s , a company incorporated under having its registered office at through its Managing Director, Shri hereinafter referred to as the CONTRACTOR which expression shall unless/excluded by or repugnant to the context be deemed to include all its successors in interest and assign in favour of M/s. Garden Reach Shipbuilders & Engineers Ltd, a Govt. company incorporated under the Companies Act 1956, having its registered office at 43/46, Garden Reach Road. Kolkata-700024 hereinafter referred to as the PRINCIPAL which expression shall unless excluded by or repugnant to the context, be deemed to include all its successors in interest and assigns.

WHEREAS the Principal has awarded to the Contractor a contract for complete manufacture and supply of of Bailey Bridge as per Drg. No. vide its Purchase Order No..... dated (hereinafter called the contract) in terms of which the Principal is required to hand over 'raw materials' to the Contractor for execution of the contract.

And WHEREAS by virtue of Clause No. (...) of Annexure ' I ' of the said contract, the Contractor is required to execute an Indemnity Bond in favour of the Principal for the raw materials handed over to them by the Principal for the purpose of performance of the Contract

NOW THEREFORE, this Indemnity Bond witnesseth as follows:-

1. That in consideration of raw materials as mentioned in the Contract, to be handed over to the Contractor in instalments from time to time for the performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep the Principal harmless and indemnified of, from and against any consequences, loss or damage caused to the Principal for the full value of materials. The Contractor agrees to acknowledge receipt of the initial instalment of the raw materials after actual receipt as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge actual receipt of subsequent instalments of the raw materials as required from the Principal in the form of Schedules consecutively numbered which shall be attached to this Indemnity Bond so as to form an integral part of this Bond. The Contractor shall hold such raw materials etc. in trust as a "Trustee" for and on behalf of the Principal under their custody.
2. That the Contractor is obliged and shall remain absolutely responsible for the safe transit/protection and custody of the raw materials at their Premises at..... , against all risks whatsoever till the raw materials are worked upon in accordance with the terms of the Contract and are returned and taken over by the Principal. The Contractor undertakes to keep the Principal harmless and indemnified against any loss or damage that may be caused to the raw materials.
3. The Contractor undertakes that the raw materials shall be used exclusively for the purpose of performance/execution of the Contract, strictly in accordance with its terms and conditions and no part of the said raw materials shall be utilized for any other work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall, inter-alia constitute a criminal breach of trust on the part of the Contractor for all intents and purposes resulting in legal/penal consequences.



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4. That the Principal is and shall remain the exclusive owner of the materials free from all encumbrances, charges or liens of any kind, whatsoever. The materials shall at all times be open to inspection and checking by the General Manager (Engineering) of the Principal, or other employees/agents authorized by him in this regard. Further, the Principal shall always be free at all times to take possession of the raw materials in whatever form the material may be, if in its opinion, the materials are likely to be endangered, mis-utilized or converted to uses other than those specified in the contract, by any act of omission or commission on the part of the Contractor or any other person or on account of any reason whatsoever and the Contractor binds itself and undertakes to comply with the directions of demand of the Principal to return the materials in custody of them without any demur, dispute, contest or reservation.
5. That this Indemnity Bond is irrevocable. If at any time any loss or damage is caused to the materials or the same or any part thereof is mis-utilized in any manner whatsoever, then the Contractor shall be bound to abide by the decision of the General Manager (Engineering) of the Principal as to the assessment of loss or damage to the materials. The Contractor binds itself and undertakes to replace the lost and/or damaged materials at its own cost and/or shall pay the amount of loss to the Principal as assessed and decided by the Principal without any demur, dispute, reservation or protest which is without prejudice to any other right to remedy that may be available to the Principal against the Contractor under the Contract and under this Indemnity Bond.
6. NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the terms and conditions of this Bond to the satisfaction of the Principal the above Bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set its hand through its Managing Director under the common seal of the company, the day month & year first above mentioned.

1 SCHEDULE NO.1

Particulars of the material handed over	Quantity	R/R, L/R, C/N, Challan No. and date of Dispatch	Carrier	Value of the raw material	Signature of contractor/ Attorney in token of receipt.

Subsequent schedules will be numbered and attached.

Witness:

For and on behalf of



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ANNEXURE-VI

Terms & Conditions for "Free Issue Materials" from GRSE

1. Vendor to undertake manufacturing of the item with 'free issue materials' from GRSE, as described in the relevant tender enquiry.
2. Materials shall be supplied by GRSE against:
 - 2.1 Submission of "Indemnity Bond" by the vendor, on a Non-judicial stamp paper of Rs.60/- as per GRSE approved format, executed by the Managing Director/CEO/Official with "Power of Attorney" of the PSU/Limited Company/(Sub Contractor) affixing the common seal or, in case of other classes of firms, affixed with valid seal of the firm legally enforceable and executed by the Proprietor/Partner/Official having requisite "Power of Attorney" and duly notarized.
 - 2.2 "Special Contingency Insurance Policy" for the GRSE "Free Issue Materials" is to be taken up by the concerned vendor at their cost with GRSE as beneficiary by endorsement. Insurance as stated above, will be of appropriate value for a period of 02 year & for coverage against the following risks:
 - 2.2.1 Strike, Riot (SRCC), Fire, Flood, Earthquake & other Natural calamities.
 - 2.2.2 Burglary & theft in contractor's premises.
 - 2.2.3 Material in transit.
 - 2.2.4 Fidelity Guarantee of the contractor/vendor during storage of materials at contractor's/vendor's/GRSE's site.
 - 2.2.5 Spoilage of materials at the hands of the contractor/vendor due to bad workmanship & wastage thereby.
 - 2.2.6 Blockage of materials in the sub-contractor's premises/GRSE premises (due to prolonged lockout or any other Force Majeure condition) which affects GRSE's production.
 - 2.3 If any of the above risks cannot be covered by the Policy coverage arranged by the contractor, GRSE will arrange suitable policy for covering that risk & the premium payable for such policy, will be borne by the vendor.
3. After completion of work, reconciliation statement of materials issued /supplied by GRSE and 4/5 a challan for the jobs which have been completed will have to be submitted by the vendor along with the bills, for verification by Bailey Bridge Department/Divisional Finance. **This is a must condition.**
4. Collection of Raw material:
 - 4.1 All the required raw materials will be supplied by GRSE as 'free issue material' and also for necessary conversion to cut-to-size material at their cost at GRSE premises.
 - 4.2 Prior to the collection of raw material from Store, DEP Ranchi/GRSE premises, Vendor has to furnish Cutting plan/drawing to the concerned BB deptt. of subject raw material to ensure minimum generation scrap through appropriate cutting plan.
 - 4.3 Vendor shall arrange for collection of above full size raw materials from Store, DEP Ranchi/GRSE premises and conversion to cut-to size materials at unit premises at their cost.



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- 4.4 The cutting scraps will be lying at DEP, Ranchi premises and record of the scrap hand over to BB Store/Store, DEP Ranchi with proper documents. Vendor shall return the scraps generated from free issued raw material as per drawing along with delivery of finish goods to BB Store/Store, DEP Ranchi/GRSE premises.
- 4.5 Return of finished Products, Off cuts & excess materials, if any, is to be made by the vendor through Material Reconciliation Statement (MRS) and with proper documentation & within the stipulated time, observing C.E formalities (if applicable). Any loss sustained on CENVAT credit or, otherwise by GRSE due to non-compliance of C.E formalities by vendor shall be to vendor's account.
5. To & fro transportation for collection of raw materials from GRSE & return of materials (finished items/scrap/unused raw materials) as detailed above, will be arranged by the vendor at their cost.
6. Cost of material rejected/damaged during processing or, otherwise by the vendor will be recovered from the vendor in full.
7. All formalities for issue of materials (raw steel) from GRSE are to be completed by the vendor within 2 weeks from the date of order. Consequential damages including L.D imposition for delay in collection of materials due to lapse on the part of the vendor will be to vendor's account.

MATERIAL RECONCILIATION STATEMENT

Return of finished products, returnable excess material arising out of GRSE 'free issue material' is to be made with proper documentation and within stipulated time observing prevailing laws and procedure of Central Excise. Any loss sustained by GRSE due to Central Excise formalities shall be to vendor's account. The vendor is to intimate their Central Excise formation (i.e Range with Postal address, Division, Commissionerate, RC and ECC No.) immediately on receipt of the order.

MATERIAL RECONCILIATION STATEMENT FORM

Sl	Item/ part no.	Qty issu ed. No./ Kg	GRSE challan No.&dt.	Item No./ Part No.	Qty. used per piece of finished product	Qty. finished product delivered	Total qty. used	Proce ss loss allow ed. Kg/ Nos.	Scrap return ed. Kg/N os.	Scrap returned challan & dt.	Finished product challan No. with dt.	Balan ce in hand on dt	Rema rks
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ANNEXURE – VII

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 Senior Manager (Finance-DEP), Ranchi Unit Finance. M/s Garden Reach Shipbuilders & Engineers Limited, Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi-834004 super scribing 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.



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ANNEXURE – VIII

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

(To be used by all scheduled Banks)

1. In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/46, Garden Reach Road, Calcutta-700024 (hereinafter called "the Buyer") having agreed to exempt M/s (hereinafter called "the party") from the demand, under the terms and condition contained in the Tender No..... dated (hereinafter called "the Said ") of Security Deposit for the due fulfilment by the said parties of the terms conditions contained in the said Tender on production of a Bank Guarantee for (Rs.....only) we.....Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay Buyer an amount not exceeding Rs against any breach by the said Party of any of the terms & condition contained in the said Tender.
2. We, Bankdo hereby undertake to pay the amounts due and payable under this Guarantee *without any reference to the party and* without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused, to or suffered by the Buyer by reason of any breach by the said Party of any of the terms of conditions contained in the said Tender or by reason of Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due to and payable by the Bank under this Guarantee.
3. We, Bank Limited further agree *that* the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied of discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited ,certifies that the terms and condition of the said Tender/Order have been fully & properly and carried out by the said party and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the, We shall be discharged *of* all liability under this Guarantee thereafter.
4. We, Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and *affecting* in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our



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liability by reason of any such variation, or extensions being granted to the said Party or for any forbearance, act of omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law *relating* to sureties would but for this provision have effect of so relieving us.

5. We Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs..... (Rupees.....only), and that this Guarantee shall remain enforce until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantor within six months from the aforesaid date of expiry , all the rights of beneficiary under the said Guarantee shall be forfeited and the *Guarantor* shall be released and discharged from all liabilities thereof.

For Bank Limited

Dated the day of..... 2007.



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ANNEXURE - IX

**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 43/46, Garden Reach Road, Kolkata – 700 024 (hereinafter called "THE BUYERS") which expression shall unless *excluded* 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. _____, from the Buyer *for* manufacture and *delivery* of _____ 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 *items/equipment's* supplied against the said order at least for a period of _____ from the date of last supply, i.e. from _____ AND WHEREAS *the seller has agreed to promised and* the Buyer has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the premise the Bank *far and on behalf of the seller* hereby unequivocally undertakes and agrees with the Buyer to pay to the Buyer *without any demur* upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand a 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



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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



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ANNEXURE -X

DULY NOTARIZED BOND OF UNDERTAKING TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER OF Rs.60/- TO BE PURCHASED IN THE NAME OF THE CONTRACTOR.

THIS DEED OF UNDERTAKING made this.....th day of 2011 by M/s a company incorporated under the Companies Act, 1956, having its registered office at.....through its Managing Director Shri..... hereinafter referred to as the 'Contractor', which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assign in favor of M/s. Garden Reach Shipbuilders & Engineers Limited, a Govt. company incorporated under the companies Act. 1956, having its registered office at 43/46, Garden Reach Road, Kolkata-700 024, hereinafter referred to as the 'Principal', which expression shall unless excluded by or repugnant to the context be deemed to include all its successors in interest and assign.

Whereas the Principal has entered into a contract with the Contractor for.....issuing supply order bearing No.....dated.....(hereinafter referred to as the 'Order').

And whereas it is one of the terms of the said order that the Principal shall supply to the contractor all drawings/technology required for manufacture of the said.....

And whereas it is also one of the terms of the said order that the contractor shall execute and furnish an irrevocable deed of undertaking in terms of which the contractor shall be obliged to utilize the drawing/technology, so supplied by the Principal solely for the purpose of.....under the order and shall also keep the technology/ drawing fully guarded and shall not divulge or, part with the same with any third person or, persons and/or, utilize the same for any purpose other than execution of the order.

Now, in consideration of the aforesaid premises, we, M/s.....do hereby state, confirm and undertake that:

- i) We shall keep all the drawings/technology supplied to us by the Principal in our safe custody and shall utilize the same only for the purpose of execution of the order i.e..... All drawings/technology supplied by the Principal, shall be returned by us to the Principal soon after delivery of the goods to the *principal* but before submission of bills.
- ii) We shall keep all the drawings/technology supplied to us by the Principal for the purpose of manufacture of the said in our safe custody and shall not divulge and/or part with the same to the third person or persons and shall not utilize the same for any purpose other than execution of the order. We shall not take out and/or retain *and or make* any copy of the said drawing/technology and shall return the same to the Principal.



Garden Reach Shipbuilders & Engineers Limited
DIESEL ENGINE PLANT

(A Govt. of India Undertaking, Ministry of Defence)
An ISO 9001-2008 Plant

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iii) We shall be fully responsible for breach and/or violation of the aforesaid undertaking and decision of the authorized officer of the Principal whether any damage, pecuniary or otherwise has been caused to the Principal consequent to the said breach or violation, shall be final, conclusive and binding upon us.

iv) We shall not subcontract any part of the jobs (i.e.....) against the said order to any other outside vendor without prior written consent of GRSE.

v) We further confirm that we shall not supply these items or similar type of items to any other customer/buyer without prior written approval from GRSE.

vi) This undertaking shall remain valid and/or binding on us at least for a period of 10 (Ten) years from the date of execution of this undertaking.

In witness whereof, this deed of undertaking is executed on the day, month and year written herein above.

Signed, Sealed and Delivered

By Shri.....

Managing Director

In the presence of:-

Signature.....

Name.....

Address.....