

### GARDEN REACH SHIPBUILDERS & ENGINEERS LTD. (A GOVERNMENT OF INDIA UNDERTAKING)

44, Garden Reach Road, Kolkata 700-044 Phone: 24897225 Extn - 127

#### NOTICE INVITING TENDER

NIT No.: TRF/RBD/MOT/2022/01

Date of issue : 20.07.2022

Sub: On-site Life Testing of 5 nos. Transformers at GRSE RBD Unit.

Important Features:

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Garden Reach Shipbuilders & Engineers Limited (GRSE Ltd.) invites bids in single stage two bid system (Part-I: Techno-Commercial Bid and Part-II: Price Bid) sealed Tender only for "On-site Life Testing of 5 nos. Transformers at GRSE RBD Unit" from resourceful Vendors having credentials for similar job execution and financially solvent.

- 1. The bids will be obtained in two separate envelops as referred to herein below:-
- a. Part-I Techno-commercial bid: This envelope shall contain technical parameters, commercial Terms and Conditions and un-priced bid (without any mention of price) interlaid containing an undertaking that the bid does not contain any amendment, modification or change of any type whatsoever with respect to the bid document.
- b. Part- II Price bid: This envelope shall contain only the priced BOQ only giving the unit price and amount against each item with grand total including GST at the end in figures and in words. The price should remain firm & fixed till satisfactory execution of the entire contract with no escalation applicable whatsoever.
- c. These two separate sealed envelopes are to be put together in another sealed envelope. All the envelopes should be super scribed in bold letters with enquiry number, due date of submission and contains therein. The sealed tender should be delivered in the office of the Purchase Dept, GRSE RBD Unit, Kolkata -700044.
- 2. 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.
- 3. The job is to be carried out as per Annexure B: Scope of Work attached with this NIT.
- 4. The opening of Part- II Price bid shall be intimated over mail after conclusion of TNC/CNC meeting and acceptance of techno-commercial offer. Please ask, if in doubt, before submission of your offer.
- 5. GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- 6. The Order will be awarded on total quantity of job. No item-wise split Order will be awarded.

Page 1 of 10

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7. Techno-Commercial documents to be submitted: a) Commercial: PAN No. Certificate of GST Registration. Solvency Certificate from Banks, Bidders registered with GRSE need not submit the same. Updated Annual Accounts along with Annual Report Balance Sheet/Financial status for the last three years. Bidders registered with GRSE need not submit the same. Technical: Details of infrastructures including human resources available etc. Bidders registered with GRSE need not submit the same. The Bank Guarantees, in original and in bank-sealed envelopes, are to be sent by your Banker directly to the following address :- Sr. Manager (Finance - VP), Garden Reach Shipbuilders & Engineers Ltd, 43/46, Garden Reach Road, Kolkata - 700 024. **BID SECURITY DECLARATION:** c) Vendors are not required to submit any EMD/Bid Security in the form of any negotiable i. instrument against this tender. However, in lieu to that, a Bid Security Declaration has to be submitted as per format enclosed at Annexure III. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to submit the Security Deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years. MSME/SSI Units registered with govt. designated authority and also those registered under single point registration with NSIC will be exempted from Bid Security Declaration on submission of valid EMII/NSIC single point registration certificate/Udyog Aadhaar Memorandum or Registration certificate, for particular product/service under tender. Non-receipt of Bid Security Declaration, within tender closing date and time, may lead to iii. offer rejection summarily 8. Validity of offer: Your offer should remain valid for a period of 4 (Four) months from the due date of the submission of tender. GRSE reserves the right to accept or reject any/all offers without assigning any Reason whatsoever. Conditional offer will not be accepted. Vendor registration: The bidders, if registered with the vendor registration cell of GRSE, have to indicate 5 digit Supplier's code. Others who are not registered vendor of GRSE, have to get registered if selected. 11. Micro & Small Enterprise: Only NSIC Single Point Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee, Bid Security Deposit against formal approach in techno-commercial bid along with a valid relevant NSIC Single Point Registration Certificate up to its monetary limit. Following facilities / benefits will be given to Vendors registered with MSE (Micro & Small Enterprises): Exemption for payment of Earnest Money Deposit. Vendors registered with MSE are eligible for the following benefits in accordance with the Public Procurement Policy for Micro & Small Enterprises, 2012:

For 20% value of a tender, purchase preference to the tune of 5% to be accorded to all

In case multiple bidders falling under the above category, purchase preference to be accorded

participating MSEs in that particular tender subject to their acceptance of lowest quoted price.

in equal proportion within a limit of quantity allocated for this purpose as above.

they



- c) In case any 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 balance 16%.
- d) Following confirmation in techno-commercial bid is requested from vendors registered with MSE along with documentary evidence as deemed appropriate:
- Whether MSE registered? If "YES" then you have to submit scanned copy of Valid Registration Certificate & EMII Certificate failing which benefits cannot be extended to the firm.
- Whether MSE registered firm is owned by entrepreneur belonging to SC/ST category? If "YES", then documentary evidence to be submitted, failing which, benefits as detailed in 11(d) cannot be extended to the firm. GRSE do not bind them to accept the lowest or any tender or to assign any reason(s) thereof.
- 12. In case of any discrepancy between various documents and Clauses, the most stringent shall prevail. Bidders are requested to visit the site prior to submission of bids.
- 13. Site visit: The bidder at the Bidder's own responsibility and risk is encouraged to visit and examine the site of works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract. The cost of visiting the site shall be at the bidder's own expenses.

#### **ANNEXURE- I: GENERAL TERMS & CONDITIONS:**

- 1. Delivery Period: The entire scope of work shall be completed within 45 days from the date of receiving the Order/ LOI. An early delivery will be accepted.
- 2. **Payment Terms**: 100% through ECS within 30 days on submission of bill along with Work Done Certificate. Payment will be made through ECS.
- 3. **Terms of Price**: Price is on the basis of free delivery to GRSE site. Price shall remain firm and final for the total actual duration of the contract period with no escalation whatsoever. Financial and other commercial obligation shall be with contractor in case any GRSE material is required to be taken out of GRSE's premises for necessary reworking.
- 4. **Risk purchase**: In case the quality of work is not found satisfactory and the contractor fails to maintain the delivery schedule, GRSE reserves the right to get the work done by alternative source at the risk and cost of contractor.
- 5. Applicable Tax: If any, will be paid by GRSE at the prevailing rate. However, the bidders have to indicate the present rates of the applicable tax with SAC/ HSN code accordingly and your GSTIN.
- 6. Vendor to indicate following data in their Challan-cum-Invoice: GST registration No. : 19AAACG9371K1Z4, Range Taratala 1, Division Taratala, Commissionerate Kolkata-SOUTH.
- 7. GRSE reserves the right to accept or reject any/all offers without assigning any Reason whatsoever. Conditional offer will not be accepted.
- Vendor registration: The vendor have to indicate 5 digit Supplier's code.
- 9. **Force Majeure**: Standard Force Majeure condition at the contractor's own work / establishment shall only be accepted. However, the failure of the Subcontractors of the vendor's shall not be accepted as a Force Majeure Condition.
- 10. **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.
- 11. **Security Regulations**: Contractor shall abide by the security regulations of GRSE for safe custody and movement of men and materials as applicable. Photo passes in prescribed proforma shall be arranged by the contractor for the men working more than a fortnight at a time. The contractor shall be responsible to ensure that all persons, employed by him to execute any work in connection with this contract, are fully aware of the provision of the official secrets act 1923 and its connection with any other statuary act/law/amendment in force and have undertaken to comply with the same. The

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contractor shall also ensure secrecy of design, construction of equipment and completion of the work and shall carry out all or any instructions given by the customer in this respects.

- 12. **Working Hours**: On normal working days: 8:00 Hrs. to 17:00 Hrs. and Saturday: 8:00 Hrs. to 13:00 Hrs. Contractor's men will be allowed to work normally during working hours of GRSE.
- Compliance of Factory Rules: All your engaged workmen of contractor will have to follow the Factory norms as per prevailing factory Acts while working in GRSE. Violation of same by an employee of contractor's firm, found at GRSE workplace, will compel GRSE to stop the work and may result in termination of the contract.
- a) In the event of the failure of the contractor to pay wages / other legal dues to their workmen GRSE will reserve the right to deduct such dues from the bills of the contractor and arrange payment to the concerned workmen.
- b) The enforcement of terms and conditions of the agreement as well as services and/or the cause of action shall be deemed to take place within the jurisdiction of Alipore Court, 24 Parganas (South) West Bengal, notwithstanding the residence or place of business/contractor's residence etc.
- 14. Safety: The contractor must observe all safety precautions in connection with the work to be performed by his agents or labourers. In the event of any accident happening in this yard at site of work or elsewhere resulting in loss of lives or otherwise damage to any part of the property, the contractor shall be required to make good the loss to the GRSE and shall be responsible for all consequences that follow from loss and/or injuries to the persons involved in such accidents. The contractor will provide uniform and identification card to their workers along with all safety Beans. The contractor shall take adequate and necessary precautions regarding the safety of the men and materials. The contractor is to ensure that his labour force uses all safety gear as laid down in Industrial & Labour Regulations while working on jobs entrusted on this contract. The contractor shall not employ labourers suffering from communicable diseases.
- 15. **Fire Prevention**: The contractor shall take all reasonable precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly or indirectly for his own activities or his employees. The contractor must report immediately to the contracting authority of the yard all incidents, accidents, injuries or near misses arising from performance of the services or work, giving full details of the relevant incidents together with such other information that the yard may require.
- 16. The contractor while executing work in GRSE premises should be governed by Official Secret Act and also shall observe all necessary security rules and discipline and will be subject to security checks as per rules and regulations in force from time to time.
- 17. **Material**: The CONTRACTOR shall procure all materials and items required for job except where specifically indicated that such items are of GRSE supply. All materials, supplied by the CONTRACTOR, shall be inspected by the nominated representative of inspection agency, prior to their use. The CONTRACTOR shall be responsible for storing and handling with reasonable for quality, efficiency and/or performance of any of the trial/equipment supplied by the Customer.
- 18. Indemnity: The CONTRACTOR shall indemnity the CUSTOMER against all claims for death or injury caused to any person whether a workman or not while engaged in any process with the Contractor's work or for dues of any kind whatsoever and the CUSTOMER shall not be bound to defend any claim brought under the workman's COMPENSATION Act 1923 or for dues under the payment of wages act 1936 on any other statutory Act or Law in force from time to time and applicable to the said work unless the CONTRACTOR first deposits with the CUSTOMER a sum sufficient to cover the Liability which CUSTOMER may have to incur in relation to such proceedings. The CONTRACTOR accepts entire liability for meeting all supplier's and subcontractor's claim. The CUSTOMER agrees to furnish required such information about payments made or to be made by them to such suppliers and subcontractors as may be required by the CUSTOMER for this purpose. All transaction between the CUSTOMER and his suppliers and subcontractors shall be carried out as between two principals without recourse in any event to the CUSTOMER and the CONTRACTOR shall make their suppliers and subcontractors fully aware of this position prior to transacting business with them.

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- 19. **Sub-contract clause**: 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 approval from the employer and without intimation of the name and credentials of the said subcontractor.
- 20. **Individuality of 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.
- 21. **REMOVAL OF METAL SCRAP & DEBRIS**: Metal scrap generated by cutting, welding of plates will be yard's property. However the scrap will be collected, loaded/unloaded by the contractor and transport provided the by yard within yard premises. The debris if any will be dumped on the garbage binges on the yard/designation locations in the yard by the contractor.
- 22. **TERMINATION OF THE CONTRACT**: The CUSTOMER shall be entitled to terminate the Contract in case it exceeds 3 month delay.
- 23. Specification: All items must conform to Indian Standard Specification wherever applicable.
- 24. Inspection: Inspection authority will be Manager(ES) RBD or his nominated officer of GRSE.
- 25. 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.
- 26. 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 referred to the Chairman & Managing Director(" CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd" in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- 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 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 appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi) Also in the event 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 appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- vii) 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 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. "
- 27. GRSE will not entertain any claim from the contractor for any idle time Compensation.

Page 5 of 10 Aky



- 28. During the pendency of this order, the contractor shall not employ any officer of GRSE without GRSE's written consent. GRSE reserves the right to terminate the order in case of breach of this stipulation.
- 29. No living accommodation inside GRSE premises will be allowed. Safety measures, such as safety belts etc. are to be adopted while working overhead. The contractor will be responsible for any damage caused by him to GRSE property arising out of his executing this Work.
- 30. GRSE reserves the right to cancel this work order in case of poor workmanship/progress of work and get the work done through any other agency at the risk, responsibility and cost of the contractor.
- 31. All works whenever necessary shall conform to the technical specification and shall be covered under the General & Special Conditions of contract for annual maintenance.

#### ANNEXURE - A: Scope of Work: On-site Life Testing of 5 nos. Transformers at GRSE RBD Unit.

- 1. IR Value
- 2. Ratio Test
- 3. Polarity
- 4. Vector Group
- 5. PI
- 6. Open Circuit Test
- 7. Short Circuit Test (at 30%)
- 8. High Voltage (At 60%)
- 9. Resistance
- 10. Magnetic Balance
- 11. Oil BDV
- 12. Oil Acidity
- 13. Oil PPM (From Outside Lab after sending sample)

ANNEXURE	- B (COMMERCIAL OFFER)			
ITEMS: On-	-site Life Testing of 5 nos. Transform	ers at G	RSE RBD Unit	
TENDER NO	D.: TRF/RBD/MOT/2022/01	Dat	e of issue : 20	0.07.2022
1	NAME & ADDRESS OF THE BID NO./DATE*	DER WIT	H REFERENCE	Accepted (Yes/No)/ put value/ NA
4	COMMERCIAL TERMS			
5	PERFORMANCE BANK GUA RETENTION IN LIEU OF PBG	ARANTEE	OR 03%	
6	TECHNICAL COMMENTS TECHNICAL DETAILS OF YOUR	(PLEAS		
7	DELIVERY SCHEDULE * (PLEAS YOUR DELIVERY SCHEDULE)	SE CONFI	RM/INDICATE	
8	TERMS OF PAYMENT:	Terms		
	{ PAYMENT WILL BE MADE THROUGH ECS MODE }		TERMS &	
	IF DEVIATION PLEASE MENTIO	N		
9	ORDER TO BE PLACED ON			



10	PAYMENT TO BE MADE TO (II	ANOTHER AGENCY)	
	PLEASE INDICATE LATEST BANK		
11	QUOTATION VALID TILL*		
COMMON COM	MERCIAL AND TECHNICAL ATTR	IBUTES (APPLICABLE	
FOR ALL ITEMS)			
Sl. No.	ATTRIBUTE	INDICATOR	
COMMERCIAL			
TERM(S)			
1	GST Rate	PERCENTAGE	
2	MISCELLANEOUS CHARGES DETAIL(S) IF ANY	PERCENTAGE	
3	MISCELLANEOUS CHARGES AMOUNT	VALUE	
ATTACH SUPPOR	TING DOCUMENTS (PRICE NOT TO	BE MENTIONED HER	RE)
NOTE:			
PLEASE PUT VALU	JE FOR "SELECT AN OPTION"		
1) * Indicates Ma	ndatory Fields.		
	RM(S) AND CONDITION(S) OF THE E BEEN INDICATED IN THE OFFER		E. DEVIATIONS, WHEREVER

ITEMS: On-sit	e Life Testing of	5 nos. Transfo	rmers at GRSE RBD 1	Unit	
TENDER NO.: T	RF/RBD/MOT/20	22/01	Date of issue	:20.07.202	2
SOR	Bidder's	SOR	Bidder's	SOR	Bidder's
SI no.	Remarks(Acce pted- Yes/No)	SI no.	Remarks(Accepte d- Yes/No)	SI no.	Remarks(Accepted
ANNEXURE- B: Scope of Work					
1		8			
2		9			
3		10			
4		11			
5		12			
6		13			
7					



	NAME	
	DESIGNATION	
	COMPANY NAME, ADDRESS & FAX/PH. NO.:	
NOTE:		
1. Bidders should read	the SOR included in the Tender carefully prior to filling up	
this acceptance format		
2. This format should	be properly filled, signed and returned along with your	
technical bid for consid	ering your bid.	
3. Please indicate: ACC	- For accepted, NO — For not accepted and DEV —	
For deviation taken.		
4. Separate sheet to b	e attached for any deviation taken	
by you.		
5. SOR Sl. Numbers sh	own in the format includes the Sub SI. No under	
	own in the format includes the out on its under	

ITEMS : On	-site Life Testi	ng of 5 nos. Transformer	s at GRSE	RBD Unit		
TENDER NO	O.: TRF/RBD/M	OT/2022/01	Date of i	ssue : 20.07.2	022	
STACS	CS Bidder's STACS	Bidder's	STACS	Bidder's		
Clause no.	Remarks	Clause no.	Remarks	Clause no.	Remarks	
1		ANNEXURE — I : GENERAL TERMS & CONDITIONS		19		,
2		1		20		
3		2		21		
4		3		22		
5		4		23		
6		5		24		

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7	6	25	
8	7	26	
9	8	27	
10	9	28	
11	10	29	
12	11	30	
13	12	31	
14	13		
15	14		
16	15		
17	16	ANNEXURE- II	
	17		
	18		
	NAME		
	DESIGNATION		
	COMPANY NAME, ADDRESS & FAX/PH. NO.:		

1. Bidders should read the Standard Terms and Conditions (STACS) included in the Tender carefully prior to filling up this acceptance format. 2. This format should be properly filled, signed and returned along your technical bid for considering 2 Please indicate: ACC- For accepted, NO - For not accepted and DEV - For deviation taken. Separate sheet to be attached for any deviation taken you. 4. STACS clause numbers shown in the format includes the sub clauses under them also.

	ANNEXURE-C (PRICE B	ID)			
ITEMS : On-site Life Testing o	f 5 nos. Transformers at GRS	SE RBD Unit			
TENDER NO.: TRF/RBD/MOT/2	2022/01 Date o	of issue : 20.07	.2022		
NAME & ADDRESS OF	THE BIDDER WITH REFERENC	E NO./DATE*			-
Enquiry Sl. No.	Material Description	Qty	UO	RATE	TOTAL
		Required	M	(PER UNIT)	AMOU NT
				Civili	



Annexure – A: Bill of Quantity.				
1	On-site Life Testing of Transformers at GRSE RBD Unit	5	EA	
		TOTAL		
Note: Mention Any discount in percentage terms (Put numeric value only):				
		Net Total		

Page 10 of 10