



Garden Reach Shipbuilders & Engineers Limited

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

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

Phone :: (033) 2469 8100-8113

Fax No. :: (033) 2469 2020

Home Page :: www.grse.in

CIN No. :: L35111WB1934GOI007891

GST Registration No. 19AAACG9371K1Z4

:: NOTICE INVITING TENDER ::

(SINGLE TENDER)

ITEM : SUPPLY, INSTALLATION & COMMISSIONING OF HOIST CONTROL SYSTEM OF 15 TON JETTY CRANE OF GRSE FOJ UNIT.

E-Tender No.: PUR/ST/RKJ/15 TON FOJ JETTY CRANE/ET-2018 Dated 12.10.2023

Indent No.	1000049465
Yard No.	GRSE FOJ UNIT.

SL.	DESCRIPTION	QUANTITY
1.	Supply, Inst & Comm of Drive 15T Jetty Crane Replacement old hoist Drive with suitable digitally controlled Hoist drive & suitable Resistance compatible with existing 98.5KW Main Hoist Slip Ring Motor and Master Controller to achieve minimum 4 speed Hoist Motion as per SOTR.	1 AU

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

**(RAJESH KUMAR JAISWAL)
MANAGER (PURCHASE)
CDO BUILDING 2ND FLOOR
61P UNIT, GRSE LTD. KOLKATA**



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-: TERMS & CONDITIONS :-

- TECHNICAL TERMS -

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

As per SOTR attached with tender documents.

2. For any clarification please contact -

<u>Sl. No.</u>		<u>Contact Details</u>
1	For any kind of technical specification related queries	Mr. Sandip Mondal, Manager (ES/FOJ) Email : Mondal.Sandip@grse.co.in Mob : 8584888195
2.	For any kind of commercial related queries	Mr. Rajesh Kumar Jaiswal, Manager (Purchase) Email : Jaiswal.RajeshKumar@grse.co.in Mob : 93054 21859
		Mr. Arabinda Chattopadhyay, DGM (Purchase) Email : Chattopadhyay.A@grse.co.in Mob :
3.	For any kind of tender uploading / registration / view problem / queries	GRSE eProcurement Cell Email : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)



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- COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through eProcurement. The mentioned information should be clearly filled up in eProcurement and upload the same.
2. Bidders are required to be registered in the following facilities / portals as per directives of the Government of India -
 - a. GeM (Government eMarketplace) <https://gem.gov.in>
 - b. TReDS (Trades Receivables e-Discounting System) www.invoicemart.com

The bidders are to indicate the 'Unique Seller ID' allotted by GeM and the registration number allotted by TReDS in their bids.

In the event of any bidder not registered in the above two or not indicating the registration details in their bids, GRSE reserves the right to disqualify their bids without assigning any reason whatsoever.

3. MSE/NSIC Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee & EMD against formal approach in techno-commercial bid along with a valid relevant MSE/NSIC Registration Certificate up to its monetary limit.
4. **PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER :-**
 - a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
 - b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
 - c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

5. **VALIDITY :-**

All Tenders must remain firm and open for acceptance **for 90 days** from the opening of techno-commercial bid. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

6. **CONDITIONAL OFFER :-**

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

7. **TERMS OF PRICE :-**

The quoted rate must be legible and to be kept firm & fixed till execution of order in full on as per specified delivery location in the SOTR. Packing, Forwarding, Freight, Insurance and all other Taxes & Duties (if any) are to be borne by the supplier.

8. **TAX :-**

Bidders to indicate GST rate & HSN/SAC Code with proper document (scanned copy).

9. **INSPECTION:** - Receipt inspection will be done by ES Department GRSE FOJ Unit.



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10. **GUARANTEE PERIOD :-** As per SOTR attached with tender.
11. **DOCUMENTATION :-**
a) ~~Manufacturer's Test Certificate~~ and Guarantee Certificate towards free replacement against manufacturing defect must accompany with the supply. Original Guarantee Certificate to be submitted.
b) Scanned copies of the above certificates are to be emailed to the ordering authority for records.
12. **PAYMENT TERMS :-**
100% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with GR, Work Done Certificate certified by ES Department GRSE FOJ Unit and 10% PBG on total order value. GR and W.D.C. will be issued by ES Dept. only after successfully completion of job.
OR
In absence of PBG, 90% payment will be made through ECS/NEFT mode within 30 days against clear bill supported with GR, Work Done Certificate certified by ES Department GRSE FOJ Unit and 10% PBG on total order value. GR and W.D.C. will be issued by ES Dept. only after successfully completion of job.
- Note :-*
Soft copy of all relevant documents e.g. Inspection Certificate, Guarantee Certificate and Packing List which may require for receipt & acceptance of material GRSE Store/ GRSE Indenting Dept./RIC to be forwarded to concern dealing officer of Purchase dept. prior to despatch of material. Non submission of above documents (hand & soft copy) will liable to delay in process for payment.
Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.
13. **PERFORMANCE BANK GUARANTEE(PBG) :-**
The supplied materials/service are to be guaranteed for satisfactory performance as specified in the SOTR attached with tender. Any defect of the supplied material if found during the guarantee period, the vendor should attend to any defect within 48 hours of reporting and should replace the defective part, free of cost, to make the equipment functional or the whole equipment is to be replaced free of cost, if required, within 15 days of reporting.
A Bank Guarantee covering 10% value of the contract is to be furnished before claim of payment. Keeping the same valid for the three months beyond guarantee period from the date of dispatch / supply of last consignment. GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.
In case PBG is not submitted, 90% payment will be released & balance 10% after successful completion of order.
14. **PROCEDURE FOR SUBMISSION OF BANK GUARANTEE :-**
Bank Guarantee should be executed on the non-judicial stamp paper of Rs.100/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.100/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.
Bank guarantee to be sent directly by your banker in a bank-sealed envelope to the following address :-
General Manager(F), Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024.



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15. **RIGHT OF INVOCATION OF BANK GUARANTEE: -**

GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.

16. **EXECUTION OF ORDER :-**

Order once placed must be executed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.

17. **SUBMISSION OF DOCUMENTS: -**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.

18. **DELIVERY SCHEDULE: -**

Within 30 days from the date of PO/LOA.

19. **DELIVERY POINT: - GRSE FOJ Unit.**

20. **MODE OF DESPATCH: -**

a) For local supplier: -To be delivered to GRSE at your cost.

b) For outside supplier: -The items to be dispatched preferably through GRSE nominated transporter on freight paid & door delivery basis. The materials are to be suitably packed to avoid transit damage / pilferage.

Way Bill / Road Permit: - As per notification of GST Council, online Way Bill has to be generated through GST Way Bill portal. Supplier / authorized transporter can generate online Way Bill.

21. **TRANSIT INSURANCE :-**

Will be arranged by vendor at his own cost.

22. **FORCE MAJEURE :-**

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

23. **REJECTION OF MATERIALS :-**

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

24. **INDIVIDUALITY OF CONTRACT :-**

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

25. **CANCELLATION OF ORDER :-**

In the event of progress being poor, GRSE reserve the right to cancel the order & no cancellation charges will be paid to the firm on this account.

26. **ACCEPTANCE :-**

It is not binding on the purchaser to accept the lowest or any tender. The purchaser reserves the right to accept any of the tender or part of a tender without assigning any reason. The purchaser reserves the



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right to split up the tender and place order for individual item with different suppliers. The purchaser also reserves the right to order 25% more / less of the total tendered quantity.

27. **SECRECY CLAUSE :-**

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

28. **PATENT RIGHT :-**

GRSE shall be completely absolved of any responsibility towards any infringement of Patent Right etc. i.e. a clear and quite possession of goods should take place with the passing of title on execution of the order.

29. **LIQUIDATED DAMAGE :-**

In the event the supplier fails to complete the delivery of the ordered goods within the given schedule stipulated in the order, the purchaser is entitled to have recourse to impose Liquidated Damages viz. The supplier / vendor will be liable to pay the minimum liquidated damages @ ½% per week or part thereof on the undelivered material subject to a maximum of 5% of the value of the order for delayed part.

30. **RISK PURCHASE :-**

If the ordered items are not supplied within the stipulated delivery date, GRSE reserves the right cancel the order and procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost.

31. **ARBITRATION :-**

i) If at any time, before during or after the contract period, any unsettled claim, question, dispute or difference arises between the parties, upon or in relation to or in connection with or in any way touching or concerning this order, the same shall be settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.

iii) Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed there under or any statutory modification or re-enactment thereof for the time being in force.

iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to 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.



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vi) Also in the event an Arbitration award is set aside by a competent court the parties may appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.

vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. The venue of arbitration shall be at Kolkata and unless otherwise decided by the parties or by the Sole Arbitrator himself, the venue shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata - 700 024.

viii) The language of the proceeding shall be in English.

32. **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.

33. **COMPLIANCE WITH LAWS :-**

Vendor is warranted that all goods purchased against the enquiry shall conform to 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.

34. 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.

35. **Bid is to be submitted in Two Part (Techno-Commercial Bid & Price Bid) in eProcurement mode where all data sheet will be available for downloading, 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, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.**

36. In case of single part offer, GRSE reserves the right to reject the technical offer of the bidder not confirming to the tendered requirement.

37. GRSE reserves the right to accept any tender or part of a tender or reject any / all tenders without assigning any reason whatsoever.

38. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

39. All other terms & conditions as per GRSE STACS.



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IMPORTANT NOTE :-

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) IN CASE OF NON-RECEIPT OF FILLED IN STACS ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITIONS AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- 3) GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LIMITED

(RAJESH KUMAR JAISWAL)

MANAGER (PURCHASE)

CDO BUILDING 2ND FLOOR

61P UNIT, GRSE LTD. KOLKATA

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