

	<b>गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड</b> <b>Garden Reach Shipbuilders &amp; Engineers Limited</b>		<b>Registered &amp; Corporate Office :</b> 'GRSE Bhawan', 61, Garden Reach Road, Kolkata- 700 024
	<b>भारत सरकार का उपक्रम)</b> <b>(A Govt. of India Undertaking)</b> <b>रक्षा मंत्रालय Ministry of Defence</b> <b>CIN : L35111WB1934GOI007891</b>		
<a href="http://www.grse.nic.in">www.grse.nic.in</a>	<b>43/46 गार्डेन रीच रोड, कोलकाता</b> <b>- 700 024</b>	<b>43/46 Garden Reach Road</b> <b>Kolkata - 700 024</b>	

### **EXPRESSION OF INTEREST (EOI) FOR**

### **RESIZING OF 150 & 125 NB COPPER PIPES TO 65 NB COPPER PIPES**

#### **PART-A**

1. **EOI No:** NCM/EOI/BK/RESIZING COPPER PIPE/EOI-031
2. **Date of Issue of EOI:** 23.11.2024
3. **Last date and time of Submission of EOI:** 14.12.2024, 10.00 AM (GRSE reserve the right to extend tender due date or open the bids without extending the tender, it is completely under purview of GRSE.
4. **Validity of EOI:** 120 days from last date of opening of EOI.
5. **Description of Item:** As per SOTR GT61410007m
6. **Period of Contract:** 3 months from the date of order
7. **Delivery:** max 5 lots progressively.
8. **Scope of Work:**

GRSE intend to receive Expression of Interest (EOI) in order to shortlist eligible bidders for resizing 150 NB and 125 NB 2.5 mm thick copper pipes to 65 NB 2.0 mm thick copper pipe in compliance with NES 837. Detail is given below:

#### **A. SURPLUS MATERIALS AT GRSE STORE**

SL	NB	OD	Thickness	Material	Available Qty	Estimated weight	Location
1	150 NB	159 mm	2.5 mm	copper	115 mtr	1260 Kg	Pipe Store-II/MW
2	125 NB	133 mm	2.5 mm	Copper	175 mtr	1596 Kg	Pipe Store-II/MW
3	150 NB	159 mm	2.5 mm	copper	345 mtr	3791 Kg	Pipe Store-I/MW

**Total estimated weight: 6647 Kg**

## **B. LIST OF NEW RE-SIZED COPPER PIPE TO BE DELIVERED**

<b>REFERENCE DOCUMENTS: NES 837 for Cu Pipes</b>					
<b>SN</b>	<b>NB</b>	<b>OD</b>	<b>Wall thickness</b>	<b>Weight of returned pipe in Kg</b>	<b>Equivalent Estimated Qty in Mtr</b>
<b>1</b>	<b>65 mm</b>	<b>76.1 mm</b>	<b>2.0 mm</b>	<b>6647 Kg</b>	<b>1325 Mtr</b>

GRSE reserve the right to modify, expand, restrict, cancel this EOI or reject the offer without assigning reason.

### **9. Pre -Qualification Criteria:**

- i. Interested firms must have own manufacturing plant or should have valid registered/ notarized agreement as business partner of copper pipe manufacturer and experience in manufacturing and supply of similar items in bulk quantity (minimum 30% of required quantity indicated in this EOI) during last 3 years. Documentary evidence like order copy along with material acceptance certificate issued by the customer will only be considered.
- ii. MSME/ NSIC registered firms should submit valid certificate.
- iii. Firm should not be banned or delisted in any PSU/DPSU/ Govt. Organisation during last 3 years. A declaration to be submitted by the firm in this regard as per attached format.
- iv. Firm should have good financial capacity to execute the contract within stipulated time period. Audited Balance sheet of last 3 years is to be submitted.
- v. Name, Address, E mail, Telephone No. & Fax No. of the firm and contact person name & phone no. should be submitted on letterhead of the firm along with EOI.

### **10. Rejection Criteria:**

- i. It is to be noted that who are fully agreeable to accept and fulfill the above pre-qualification requirement needs to submit the EOI. If any deviation or non-conformity mentioned in the EOI, offer of the firm will be summarily rejected without seeking any further clarification.
- ii. Mere submission of offer against this EOI will not give any guarantee or right for consideration of offer. Offer of only those will be considered as qualified bidder, who fulfils the detailed criteria

of SOTR and EOI requirement and submitted all supporting documents. EOI does not give any guarantee for placement of order on qualified bidder.

- iii. All information and supporting documents furnished by the vendors during EOI process shall be considered as final and any modification/ amendment will not be accepted.
- iv. Firms not meeting the above pre-qualification criteria and not submitting required documents shall not be considered for issuing of Tender Document.
- v. EOI submitted after due date and time will not be considered and will be rejected. Any firm will not be considered for issuing of tender, if EOI not received.
- vi. Offer submitted through GRSE E-Tender through NIC portal will only be considered. Any offer received other than e-tender portal will not be accepted.
- vii. EOI received after due date in electronic/ manual format will not be considered.
- viii. EOI offer will be summarily rejected if the firm is banned/ delisted by any PSU/GOI organisation or issued Risk Purchase action initiated by GRSE during last 3 years ending in Dec 24.
- ix. EOI offer will be summarily rejected, if any price indicated in the bid.
- x. During evaluation stage of this EOI, GRSE may at its discretion may ask firm for clarification/ additional documents on their non-receipt of clarification of supporting documents within stipulated time frame.
- xi. GRSE representative may visit the premises of the interested firm to seek information or to assess capability and capacity of the firm, if considered necessary (post examination of the response to the EOI by the particular firm under reference).
- xii. It is mandatory to mention Firm's name, contact No., name of contact person, e-mail id, firm's office and factory address and offer reference in technical bid, SOTR compliance Matrix, Commercial bid, Special terms & condition matrix etc. as required for this EOI.

**11. GRSE reserves the right to:**

- i. Accept or reject EOI submitted by the bidder
- ii. Cancel the process at any time without any liability and assigning any reason thereof.
- iii. Addition / Deletion of item during tender.

## **PART -B**

### **1. General terms and condition of EOI:**

1. For detail of technical specification and scope of work refer SOTR No. GT 61410007M attached with this EOI. Any deviation will not be accepted.
2. EOI is issued for one time supply only.
3. Collection, loading of surplus copper pipes and unloading of resized material to be arranged by the bidder. All Industrial Safety standard as applicable to be complied during loading and unloading works at GRSE premises.
4. Bidder' authorised rep. (not more than 3 person / bidder) will be allowed once to visit at GRSE Store for physical verification of identified surplus materials against written / email intimation before closing date of submission. GRSE will confirm the date and time of visit based on request of bidder.
5. Any visit request after closing of EOI submission date will not be considered.
6. Only capable vendors in accordance to GRSE evaluation against this EOI will be considered for participation in tender for supply of copper pipes resizing surplus stock.
7. Surplus copper pipes of estimated weight: 6647 Kg will be handed over to the successful bidder against Security Deposit Bank Guarantee (as per GRSE approved format only) or Demand Draft of equal amount. Bank Guarantee / Demand Draft of full amount to be submitted within 21 days from issue of order. In case of failure to submit the Bank Guarantee within 4 weeks from issue of order GRSE will reserve the right cancel the order and forfeit of EMD & CPBG.
8. Estimated value of **6647 Kg** Copper Pipes will be calculated based on latest Bombay Metal Exchange published Rate Copper Billet Price published before closing date of bid submission. No other Metal Exchange Rate will be considered. Successful bidder has to submit "Security Deposit Bank Guarantee" / DD of equivalent amount of "Estimated Value" in bank sealed envelop before lifting of material from GRSE store. Material will be handed over to authorised rep. of the bidder post receipt of BG confirmation from issued bank or encashment of DD. Security Deposit Bank Guarantee will be kept valid for delivery period plus 3 month. GRSE will release the Security Deposit Bank Guarantee or Demand draft amount after delivery and acceptance of material. No other form of security deposit will be accepted. Any partial value of BG / DD will not be accepted.
9. L1 will be determined on totality basis considering on lowest price offered for resized material (65 NB Copper Pipe -2.0 MM thick) of 6647 KG or 1325 Mtr FO R GRSE (Door Delivery basis). GST as applicable will be paid extra.

10. Distribution of Quantity will not be applicable. Total order quantity to be placed on one firm.
11. Order will be placed with fixed price and delivery time. Any revision of price and delivery time line will not be not be accepted.
12. EOI offer will be rejected, if any bidder submits Price Bid or indicate the price of deliverable against this EOI.
13. Surplus copper pipes to be lifted from GRSE Store within 30 days from issue of order and resized material to be delivered within 3 months from the date of issuance of the order. Delivery to be completed in 3 lots maximum.

## **2. Earnest Money Deposit (interest free):**

**EMD of Rs 5,00,000.00 (Rupees Five Lakh Only)**

- 2.1 Bidder are required to submit EMD of Rs 5,00,000.00 in form of Bank DD against this 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 the period of 03 (Three) years and submitted EMD shall be forfeited.
- 2.2 EMD submission is mandatory to participate in tender. No exemption of EMD shall be applicable for this EOI / Tender. EMD shall be forfeited in case of backout of successful bidder.

## **3. Contract Performance Bank Guarantee**

**Successful Bidder has to submit "Contract Performance Bank Guarantee" @5% of order value without taxes and duties within 7 days from the date of issue of order which shall be valid till contract period plus 1 month or completion of material delivery in full, whichever is later.**

## **4. Performance Bank Guarantee**

PBG (In GRSE format) for 5% of each part order value excluding taxes, duties shall be submitted along with the claim for balance payment of 10%. PBG shall be kept valid till completion of Warranty period plus two months. In case supply of items delayed, PBG to be extended accordingly. GRSE also reserve the right to encash the PBG for noncompliance of contractual obligation. GRSE shall release balance 10% payment against submission of PBG or after warranty period with no pending warranty obligation certificate issued by concern berth officer of GRSE.

5. **Dispatch:**

Before dispatch, each item should be identified with GRSE Code No. properly. Packing list will also indicate GRSE Code No. against each item. Material should be packed properly with end Cap to prevent any damage, rusting ingress of water, dust etc. Material will be rejected or will not be unloaded, if found damage/ deformed condition or damaged box or packing.

6. **Payment Terms:**

- a. No advance payment will be paid to supplier.
- b. 90% of order value will be paid through ECS/NEFT within 30 days against ink signed invoice / e-invoice supported with gate stamped / receipted invoice / challan / LR and acceptance of material i.e. ICGRN. Balance 10% payment will be made through ECS/NEFT on submission of bill supported with clear receipt inspection certificate and Performance Bank Guarantee (PBG) as per GRSE format, which shall remain valid till expiry of the guarantee period or balance 10% will be made after guaranty period.
- c. Part Supply will be acceptable, however, payment shall be released only completion of supply in full.

7. **Rejection Replacement:**

Any equipment found defective/rejected, Supplier will collect the same from GRSE Stores, all incidental charges to be borne by them, within 30 days from the date of intimation to Supplier of such rejection. GRSE reserves the right to dispose of the rejected items at the end of a total period of 40 days in any manner to the best advantage to GRSE & recover storage charges and any consequence damage from sale proceeds of such disposal.

8. **Liquidated Damage (L.D):-**

In the event of delay in supply beyond the contractual delivery period, Liquidated Damages will be imposed @ ½% per week or part thereof, subject to a maximum of 10% of the undelivered portion of the order of the delayed part. The liquidated damage would be deducted from the invoice of supplier / vendor at the time of release of the payment.

9. **Guarantee / Warranty:**

The equipment/materials are to be guaranteed/warranted for satisfactory performance for the period of **18** months from the date of receipt at GRSE Store.

#### **10. Inspection Authority**

GRSE(QA) or TPI as per SOTR. Inspection Charge will be paid by GRSE. But Bidder to bear all test and inspection related cost.

#### **11. Variation of item Quantity:**

Any downward quantity in length/ weight will not be accepted for delivered items. GRSE will not pay any additional cost for upward deviation. Weight and length to be mentioned in the Inspection Report for GRSE acceptance.

#### **12. Bid Modification:**

GRSE reserve the right for modification of terms and condition in final tender.

#### **13. Public Procurement (Purchase Preference for MSE firms) will be applicable.**

#### **14. 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.

- 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

#### **15. Foreclosure -**

- i. If at any time after acceptance of the order and during execution of Contract, GRSE may decide to abandon/reduce the scope of the supply for any reason whatsoever and hence not require the whole or part of the supply to be carried out, GRSE shall give notice in writing to that effect to the **Supplier** and the **Supplier** shall act accordingly in the matter. The Supplier/contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the supply in full, but which he did not derive in consequence of the foreclosure of the whole or part of the Contract/Order. The **Supplier** shall be paid at contract rates full amount for supply executed till the date of issue of foreclosure notice.
- ii. Provided always that against any payments due to the contractor on this account or otherwise, GRSE shall be entitled to recover or be credited with any outstanding material due from the Supplier for advance paid in respect of any materials and any other sums which at the date of termination were recoverable by GRSE from the contractor under the terms of the contract.

#### **16. Force Majeure**

Force Majeure will be applicable as per GRSE STACS clause no. IN 801 and as vetted by Ministry of Law.

**17. Risk Purchase**

For unsatisfactory progress even before contractual delivery date or delay in delivery, non-submission of SDBG (If applicable) within the contractual submission due date and non-submission of progress report, delay in submission of Drg./QAP ,GRSE shall have the right to cancel the part order/ whole contract and procure materials from alternative source completely at the suppliers risk and cost. The differential amount for the risk purchase have to be paid by the supplier to GRSE within 01 week from the date of cancellation of P.O or GRSE will recover amount from any of the payable bill of the supplier. GRSE also reserve the right to hold any payable invoice to recover such amount after issue of Risk Purchase notice.

**18. Validity of offer**

Price Offer must be valid for 180 days from the date of tender opening.

**19. For any support to submit EOI, please contact on 033 - 24893902 OR Neelesh Chouksey (MGR - NCM - Mob. 7089907756)**

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**PART - C**

**SAMPLE PRICE BID**

<b><u>SN</u></b>	<b><u>Description of work</u></b>	<b><u>UoM</u></b>	<b><u>Qty</u></b>	<b><u>Amount (Rs.)</u></b>
<b><u>1</u></b>	Resizing of 150 NB and 125 NB 2.5 mm thick copper pipes of 6647 KG to 65 NB 2.0 mm thick copper pipe of 6647 KG in compliance with NES 837 (Details as per SOTR).	<b><u>AU</u></b>	<b><u>1</u></b>	<b><u>Price not to be quoted against this EOI</u></b>
<b><u>Sub Total</u></b>				
<b><u>Applicable GST @</u></b>				
<b><u>Grand Total</u></b>				

**ELIGIBILITY CRITERIA**

Sl	Description	Requirement
1	Total value of order executed by the firm shall not be less than Rs. 1 Cr during last 3 years ending FY: 23-24. Self-attested copies of Purchase Order to be submitted.	Mandatory
2	Details of factory location and manufacturing capacity of tendered items.	Mandatory
3	If bidder is not a manufacturer, an authorization letter from respective manufacturer valid not less than 3 years and notarized agreement copy to be submitted in support of authority to participate as Authorized Agent/ Dealer. Capacity of manufacturer and bidder (in case of trader) will be considered for consideration of offer.	Mandatory
4	Vendor Registrations certificates for supply of similar items in any PSU.	
5	MSE certificate of bidder.	
6	NSIC certificate.	
7	GST certificate of bidder.	Mandatory
8	PAN Card copy of bidder.	Mandatory
9	Audited/Certified Balance sheet, Profit /Loss account for past three (03) years of bidder.	Mandatory
10	Registration on "TReDS" Portal.	Mandatory