



Garden Reach Shipbuilders & Engineers Limited

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

61, 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 ::

ITEM: SUPPLY OF GAS OXYGEN ON RATE CONTRACT BASIS FOR ONE YEAR

E-TENDER NO.: PUR/AD/OT/S-845/ OXYGEN/ET-2056

<u>Indent No.</u>	1500033108
<u>Account</u>	Stock Items

SL.	DESCRIPTION	QUANTITY
1.	GAS OXYGEN Material Code: - 181401008000	34640 M3 PROJECTED 01 YEARS REQUIREMENT ON STAGGERED DELIVERY BASIS

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(A. Das)
MANAGER (PURCHASE)

List of Annexures

i) Annexure I: Format for SDBG



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- TECHNICAL TERMS -

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

GAS OXYGEN

01 full oxygen cylinder = 7.1 m3(cubic meter).

PROJECTED 01 YEARS REQUIREMENTS.

DELIVERY: AS AND WHEN REQUIRED AS PER CONFIRMATION FROM I/C G.S (EAST).

PURITY OF GAS-MINIMUM 99.9%.

CYLINDER HOLDING: -MINIMUM 350 NOS.

THIS GAS WILL BE UTILISED FOR ALL TYPES OF SHIP CONSTRUCTION.

For any clarification please contact –

Sl.		Contact Details
1	For any kind of technical specification related quarries	Mr Smritiman Chatterjee, Manager (Store) E-mail: Chatterjee.Smritiman@grse.co.in Mob : 9932836499
2.	For any kind of commercial related quarries	Mr. Arabinda Chattopadhyay, Sr. Manager(Purchase) Email : chattopadhyay.a@grse.co.in Mr. Arup Das, Manager(Purchase) Email : das.arupkr@grse.co.in
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement 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 E-Procurement. The mentioned information should be clearly filled up in E-Procurement and upload the same.
2. **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.
3. **EMD SUBMISSION: -**

Bidders need to submit EMD amount of Rs. **18,000.00** in form of bank Demand Draft / Bank Guarantee in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata and send the demand draft addressed to Arup Das, Manager (Purchase), Commercial Dept, 2nd Floor, Garden Reach Shipbuilders & Engineers Ltd., 61 Park, Garden Reach Road, Kolkata – 700024. Please scan the demand draft and attach it to EMD details in the portal. Non-submission of EMD amount will lead to rejection of offer. The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods are eligible for exemption from EMD. Traders are excluded from the purview of this.
4. **DOCUMENTS REQUIRED FORM NEW VENDORS NOT REGISTERED AT GRSE: -**

To positively submit the following qualification criteria/document in part "A" bid failing which their offer will not be considered for Tender evaluation: -

 - a) The constitution and status of the firm.
 - b) Registration with GOI/PWD/PSU/and reputed organization, if any, (to furnish documents)
 - c) Experience of supply / manufacture of similar items during last 3 years with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.
 - d) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Registration of GST registration.
 - e) Banker's solvency Certificate and copy of audited Balance Sheets for last three financial years.
 - f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.
 - g) OEMs or their authorized distributor / dealer or Vendors authorized by OEM can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part "A" of offer to qualify for participation by an authorized dealer / distributor or Vendors authorized by OEM.
 - h) Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E-PROCUREMENT mode. Further details in this regard are available in our website.
5. **OFFER VALIDITY :-**

All Tenders must remain firm and open for acceptance **for 90 days** from the due date. 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. **DATE OF COMMENCEMENT:-**

The Contract shall come into effect from the date of signing or issue of LOA/Contract.



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7. **CONTRACT PERIOD:-**

The Contract would be valid for an initial period of one year in general. GRSE also reserves the right to extend or shortened the Contract period for the period upto 6 months (from the expiry of original contract) with the same Rate, Terms & Conditions towards consumption of total contracted quantity

8. **OPTION CLAUSE / QUANTITY ENHANCEMENT**

GRSE reserves the right to increase or decrease the quantity to be ordered up to 50% of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 50% of the contract quantity at the same rate and terms and conditions.

9. **SCOPE OF SUPPLY.**

It is envisaged that the quantity contracted for shall be drawn / consumed for one-year contract period. Delivery for the total quantity to be supplied in instalments against intimation from GRSE and is totally based on as and when requirement basis and to be delivered as per intimation over phone/mail from GRSE Stores time to time.

Cylinder Rental/Holding Charges: If applicable to be indicated in bid with applicable tax. It is to be considered @ per cylinder per day after a period of 15 days of receipt of cylinders at GRSE. Failure to confirm acceptance of 15 days free period, will lead to loading of appropriate charges. Holding charges shall be paid at actual. Separate P.O. shall be issued for claiming cylinder holding /rental charges with taxes as applicable.

10. **TERMS OF PRICE: -**

Quoted Price shall be firm and fixed till full execution of order and contract validity as follows:-

a) F.O.R GRSE Stores, Kolkata (door delivery) basis including Packing & Forwarding, Insurance charges, Freight and unloading, miscellaneous charges etc. if any.

b) No price escalation is allowed at any stage: - Quoted price must be inclusive of all charges like 'incidental charge' for period of contract. Rate contract to be awarded on fixed price basis.

c) **Bidders are also requested to quote applicable Ex-works price in Price bid**

Note: Where GRSE exercises option to obtain Gas on ex-Works basis, price shall be applicable accordingly

11. **TERMS OF DELIVERY :-**

a) Gas shall be supplied compressed in Cylinders (complying to 'Gas Cylinder Rules' promulgated by GOI or applicable State Body)

b) Filled Cylinders are to be delivered with sealed & with Weight Stamp (Gas Weight and Gross Weight) on receipt of intimation from GRSE or against a mutually agreed schedule.

c) For delay in delivery beyond 03 Working days of intimation, GRSE reserves the right to impose LD as per LD clause in NIT. Any unscheduled holidays/breaks at Supplier premises is to be intimated to GRSE in advance.

d) Delivery is to be made by authorized and trained personnel of the supplier in compliance with all relevant statutory and safety regulations.

e) Empty cylinders to be collected from GRSE, stores without any additional charges by the vendor.

g) GRSE reserves that right to take delivery of Gas on Ex-Works basis to meet GRSE requirement.

12. **DELIVERY POINT:-**

a) To be door delivered to The In-Charge, General Stores (East), GRSE-Main Unit, 43/46, Garden Reach Road, Kolkata - 700 024.

b) Ordered materials must be supplied between 09-00 AM to 12-00 Noon and 01-30 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days (Saturday). Late supply will not generally be accepted.

c) The items are to be delivered against proper original ink signed GST Invoice cum Delivery Challan (in quadruplicate) indicating purchase order details, GRSE material code nos, etc.



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13. **MODE OF DISPATCH :-**

To be delivered to GRSE at your cost in case order is placed on F.O.R. basis. If order is placed on Ex-works basis will be under scope of GRSE.

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.

14. **PART ORDER :-**

Part order is applicable against this tender enquiry. GRSE reserves the right to distribute the tendered quantity at L-1 rate [Negotiated as applicable] on more than one supplier to avoid any disruption in supply. GRSE reserves the right to place the order in suitable ratio (60:40) at least 60% to L1 firm and 40% to L-2 firm subject to matching the price of L-1 bidder's negotiated price.

15. **L-1 DETERMINATION :-**

L-1 to be consider on item wise total price considering one years projected consumption including all applicable taxes, duties and freight F.O.R., door delivery GRSE, Kolkata basis.

If only Ex-works price is indicated, loading shall be applicable as per prevalent GRSE policy on freight, insurance and miscellaneous charges to arrive at FOR GRSE rate.

16. **CONDITIONAL OFFER :-**

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

17. **TAX :-**

Goods and Service Tax (GST) will be paid extra. Accordingly firm to indicate GST rate & HSN

18. **PAYMENT TERMS:-**

100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Stamped Tax Invoice through ECS/NEFT. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

All payment shall be made on pro-rata based on supplies executed and invoice raised. Bill submission. All bills/invoices are to be submitted with relevant documents mentioned above to Bill Desk at Main Unit of GRSE.

19. **SECURITY DEPOSIT FOR CONTRACT PERFORMANCE**

Vendors have to submit 05% of order value as a security deposit for contract performance (SDBG/CPBG) as per GRSE format (Annexure II) within 20 days after receipt of P.O. in the form of BG/DD.

In case Security Deposit in form of BG/DD is not submitted equivalent amount may be deducted from the Invoices.

Failure to deposit Security Deposit amount will invite penal interest from the date from which the amount was required to be deposited at the prevailing cash credit rate and such penal interest would be deducted from the vendor subsequent payments for goods delivered/ services rendered.

Security Deposit amount will be en-cashed in case of failure to supply the material in time, or if the progress of contract is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice.

Security Deposit will be released after execution of order in full.

20. **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.

21. **GUARANTEE / WARRANTY :-**



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a) The supplied material is to be guaranteed for satisfactory performance as per relevant specifications

b) Any defect of the supplied material if found during the guarantee period, must be replaced by the vendor free of cost within a period of 07 [seven] days from the date of such reporting.

22. **LIQUIDATED DAMAGE :-**

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the lot order subject to a maximum of 5% of the value of the lot order for the delayed part. To release L.D. amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee. Not applicable if order is placed on Ex-works basis

23. **RISK PURCHASE :-**

If the materials are not supplied within the stipulated delivery period GRSE reserves the right to procure the same or equivalent material from alternative source at your risk, responsibility & cost.

24. **PACKING INSTRUCTIONS:-**

All materials are to be properly packed to protect against ingress of water & dust and to withstand transit damages / pilferages during transits. All packing/cases should be properly identified and tagged. Each packet/box/unit shall have tags indicating expiry date.

25. **SUBMISSION OF DOCUMENTS :-**

For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier. In case item are supplied without all required documents, receipt of shipment shall be considered from the date of receipt of documents, not the gate receipt date

26. **INSPECTION AUTHORITY: -**

Inspection will be carried out by General Stores (East), GRSE Main Unit. Free replacement of filled cylinders is to be made by the vendor if any volumetric shortage and/or leakage are found on unloading at GRSE.

27. **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.

28. **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.

29. **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.

30. **CANCELLATION OF ORDER :-**

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.



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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.

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 0

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.

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.