



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

SPECIAL TERMS & CONDITIONS

ITEM: PROCUREMENT OF "ELECTRONIC GIFT CARD" IN PLACE OF WINTER JACKET / SWEATER FOR GRSE'S ALL OPERATIVES AND OFFICE ASSISTANTS.

E-TENDER NO.: PUR/TGD/ST/ELECTRONIC GIFT CARD/ET-2087

1. **Terms of Price:-**

Price will remain firm & fixed till complete execution of order in full and price is as per actual loading on each Card Holder.

2. 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.

3. NSIC Single Point Registered firms for supplying above mentioned item may be exempted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid along with a valid relevant NSIC Single Point Registration Certificate up to its monetary limit.----- **NOT APPLICABLE.**

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. -- **NOT APPLICABLE.**

5. All Tenders must remain firm and open for acceptance for **60 days** from the date of tender opening. 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. **PART ORDER:-** Not applicable

8. **L-1 BIDDER:-** In Totality.

9. **TECHNICAL SPECIFICATION & SCOPE OF SUPPLY:-** As indicated in the technical bid.

10. **TAXES:-**

Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder.

11. **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 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.



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12. **GUARANTEE CERTIFICATE:** - Not applicable.

13. **GIFT CARD VALIDITY:** -

Amount loaded in the gift cards should be valid for one year from the date of issue. Further, there should be provision to re-load the cards in subsequent years, if required by GRSE.

14. **RECEIPT INSPECTION:** - Receipt Inspection to be done by HR department, Main Unit.

15. **PAYMENT TERMS:** -

100% payment will be made through ECS/NEFT within 30 days from date of submission of invoice / bill to HR-Payroll Section supported by Gift Card charges & advice issued by HR-Payroll Section & a PBG of 10% of total P.O. value valid till validity of Gift Cards.

OR

In absence of PBG, 90% payment will be made through ECS/NEFT within 30 days from date of submission of invoice / bill supported by Gift Card charges & advice issued by HR-Payroll Section & 10% of P.O. value will be retained till Validity of Gift Cards.

16. **PERFORMANCE BANK GUARANTEE(PBG) :-**

The supplied item/service are to be guaranteed/validity/shelf life for satisfactory performance for a period of 1 year from the date of issue of item/service against improper design, defective items/services and faulty workmanship and firm has to submit a certificate to this effect at the time of delivery. Any defect of the supplied item/service 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 item/service functional or the whole item/service 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 completion of Validity/Shelf life.

17. **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., 61 Park Unit, 61 Garden Reach Road, Kolkata - 700 024.

18. **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 item/service / breach of any terms of this contract.



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19. **DELIVERY:-**

(a) Fin-Payroll Section will send the advice to M/s. Pluxee based on the physical attendance of the cardholders. The loaded amount will be specified in the advice.

(b) Based on the advice sent by Fin-payroll Section, M/s. Pluxee shall issue/reload the cards with the equivalent amount and the payment shall be made to M/s. Pluxee after reloading the amount and submit invoice to the Fin-Payroll Section.

(c) Loading of Amount within 10 working days from the date of receipt of advice from GRSE Finance Payroll Section.

20. **DELIVERY DATE & POINT:-** Within 30 days from PO/LOA GRSE HR Dept. Main Unit

21. **SECURITY 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.

22. **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.

23. **LIQUIDATED DAMAGE: -**

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of the value of the order for the delayed part. To release L/D amount GRSE will have the right to en cash / revoke the Security Deposit / Bank Guarantee.

24. **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.

25. **SUBMISSION OF DOCUMENTS: -**

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

26. **REJECTION: -**

Rejection/damage of Cards and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material) in case rejected/damage 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.

27. **CANCELLATION OF ORDER / TENDER: -**

In the event of progress being poor, GRSE reserve the right to cancel the order/tender without assigning any reasons and no cancellation charges will be paid to the firm on this account.

28. **MODE OF DISPATCH: -**

a) For local supplier:



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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 : E-way bill to be arranged by vendor's end if required.

29. 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 61 Park Unit, 61 Garden Reach Road, Kolkata - 700 024.
- viii. The language of the proceeding shall be in English.

30. 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.

31. 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.

32. COMPLIANCE WITH LAWS: -



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

33. 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.
34. You will have to submit bid in two part (techno-commercial bid & 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, no other attachment regarding price will be allowed if so then offer will be treated as cancelled.
35. In case of single part offer, GRSE reserves the right to reject the Technical offer of the bidder not confirming to the tendered requirement.
36. GRSE also reserves the right to split up the tendered quantity and place order on more than one supplier.

37. SUBMISSION OF BILL:-

All bills / invoice for Payments are to be submitted to the Fin-Payroll Section along with the list of Employee (Name, Personnel No) and the proof of amount transferred detail to respective employee.

Please submit Invoice alongwith receipted copy of delivery challan supported by Gift Card charges & advice issued by HR-Payroll Section and Job Completion Certificate issued by HOD of Indenting Dept. in a sealed envelope addressed to Sr. Manager (F-SLP) / Manager (F-SLP) at Garden Reach Shipbuilders & Engineers Ltd., 61 Park Unit, Kolkata - 700024.

Please superscribe the following on the top of envelope: (i) Purchase Order No.; (ii) Vendor Code; (iii) Invoice / Bill No. with date.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

38. All other terms & conditions as per GRSE latest STACS.

CONTACT MATRIX:-

For better understanding following contact details are given to ensure the smooth processing of the tender:-

SI No	Item	Contact details
1	For any kind of technical /specification related quarries	Mr. Sandip Kumar Paul, SM (HR) Mob.: 9163361885 Email id:- Paul.Sandip@grse.co.in
2	For any kid of commercial quarries	Ms. T. Gargary Dana, SM (PUR) Email id:- Gargary.Tumpa@grse.co.in

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 IF YOU ARE NOT INTERESTED TO QUOTE, PLEASE REGRET BY RETURN MAIL.
- 3] IN CASE OF NON-RECEIPT OF FILLED IN STACS ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITION AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(T. Gargary Dana)
Sr. Manager (Purchase)
e-mail: Gargary.Tumpa@grse.co.in

XXXXXXXXXXXX

End of Document

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ACCEPTANCE FORMAT (MATRIX) OF NIT SPECIAL TERMS & CONDITIONS

ITEM: PROCUREMENT OF "ELECTRONIC GIFT CARD" IN PLACE OF WINTER JACKET / SWEATER FOR GRSE'S ALL OPERATIVES AND OFFICE ASSISTANTS

STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks	STACS Clause no.	Bidders Remarks
1		17		33	
2		18		34	
3		19		35	
4		20		36	
5		21		37	
6		22		38	
7		23			
8		24		Important Note	
9		25		1	
10		26		2	
11		27		3	
12		28			
13		29		HSN	
14		30		GST %	
15		31			
16		32			
		NAME			
		DESIGNATION			
		COMPANY NAME, ADDRESS, E-MAIL & FAX/PH. NO.:			

NOTE:

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 with your technical bid for considering your bid.
3. Please indicate: ACC- For accepted, NO – For not accepted and DEV – For deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.



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(To be executed on Non-judicial stamp paper of Rs.100/- purchased in the name of the Executing Bank)

(PERFORMANCE) **PROFORMA OF BANK GUARANTEE**

THIS DEED OF GUARANTEE made in 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 Messrs. _____ having its registered office at _____ (hereafter called 'THE SELLER') have accepted an Order No. _____ for supply of _____ from the Buyer to manufacturer and deliver the same 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 order amounting to Rs. _____ (Rupees _____ only) for the satisfactory performance of the equipments supplied against the order at least for a period of _____ from the date of supply, i.e. from _____ AND WHEREAS the Buyer, has agreed to accept such Bank Guarantee.

NOW THIS INDENTURE WITNESSETH THAT in consideration of the promise the Bank hereby unequivocally undertakes and agree with the Buyer to pay to the Buyer upon demand in writing whenever required so by them so to do and within a fortnight from the date of such demand, sum or sums not exceeding in the whole of Rs. _____ 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, the decision of the Managing Director of the Buyer will be final & conclusive and the Guarantee herein contained shall not be revocable by notice or by reason or 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 present shall not be imparted in any way by any extension of time or 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



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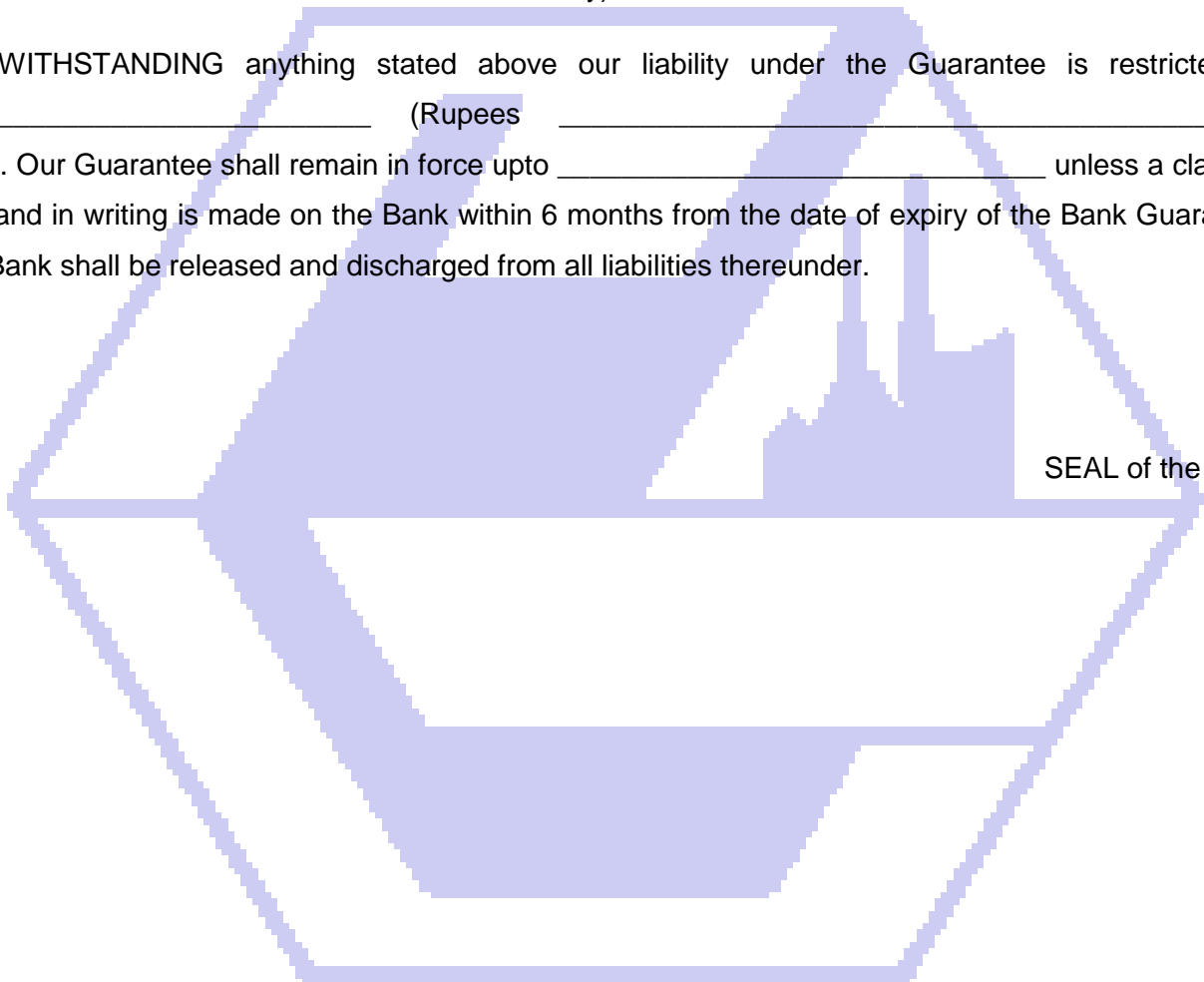
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against the Seller and/or by reasons of failure on the part of the Buyer to observe or perform any the stipulation contained in the said order and to be observed or performed by the Sellers or by any other dealings between the Buyer and the Seller whether any of the above takes place with or without the knowledge of the Bank and that the Guarantee herein contained shall in full force and virtue only. All claims and demands of the Buyer arising out of or in connection with said order have been fully satisfied PROVIDED ALWAYS AND IT IS HEREBY AGREED BETWEEN THE PARTIES THAT a 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 _____ 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.



SEAL of the Bank



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ECS F O R M A T

VENDOR'S NAME :

ADDRESS :

VENDOR'S REGN. CODE NO. WITH GRSE :

DESIGNATED BANK A/C NAME :

BANK A/C NO. :

NATURE OF ACCOUNT : SAVINGS CURRENT OTHERS*
Give details

NAME OF BANK :

BANK BRACH ADDRESS :

BANK CODE :

MICR NO. (9 DIGITS) FOR PAYMENT :

➤ **To enclose Bank's verification of A/C Details as per format as given below.**

➤ **To enclose a cancelled cheque-leaf.**

DATE OF EFFECT :

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user institution responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

(_____)
Signature of the Investor/Customer

Date ::

Certified that the particulars furnished above are correct as per our records

Bank's Stamp : (_____)
Signature of the Authorised/Official

Date : Form of the Bank