



**Garden Reach Shipbuilders & Engineers Ltd.**

**(A Govt. of India Undertaking)**

**BAILEY BRIDGE DEPARTMENT**

**61, GARDEN REACH ROAD, KOLKATA-700 024**

**Telephone: 033 2469-7164, Ext-326, Fax: 033-2469-1400/8150**

**Web site: [www.grse.nic.in](http://www.grse.nic.in), E-Mail: [bala.shibsundar@grse.co.in](mailto:bala.shibsundar@grse.co.in)**

**CIN: U35111WB1934GOI007891**

**NOTICE INVITING TENDER (NIT)**

Garden Reach Shipbuilders & Engineers Limited is a **leading Warship Builders and Engineering Product Company**, invites interested, reputed, resourceful and financially solvent contractors and subcontractors to submit **single stage two part (Part I- Techno-Commercial & Part II- Price bids)** through e-tendering mode for the work package as per following bid document.

**NIT No: BB/SB/OT/Transportation /BRC/26-28/0001/ET-3460**

**DTD. 08.06.2026**

Job Title: **“Biennial rate contract (BRC) for Transportation of Conventional Bailey Bridge (Portable Steel Bridge) materials by Road from GRSE 61Park Unit, Kolkata to various Destinations in India Bhutan & Nepal and vice versa”**  
to be executed as per SCOPE OF WORK /SOTR (Annexure I)

Tender issuing Dept: BB Store & Dispatch, 61 Park Unit, GRSE Limited. Kolkata -700024

**ARTICLE 1: SCHEDULE OF CALENDAR DATES**

<b>SCHEDULE</b>		
Pre Bid Meeting (if applicable)	<b>12.06.2026</b>	<b>11.30 hrs.</b>
Tender Due Date	<b>29.06.2026</b>	<b>12.00 hrs.</b>
Tender Opening Date (Part I)	<b>01.07.2026</b>	<b>14.00 hrs.</b>
Offer Validity Period minimum	180 days from Tender due date	

**ARTICLE 2: COMMERCIAL REQUIREMENT FOR THE NIT**

<b>FEES / DEPOSITS</b>	
Tender Fee	INR 500
EMD	Rs. 32.59 Lakh
SDBG	3 % of Order Value
Liquidity Damage	@1% per day of freight charge for beyond Transit time
Billing Frequency	On Completion Job
Evaluation of L1	Line item wise

### ARTICLE 3: ANNEXURE FORMS PART OF THIS TENDER

Annexure I	Scope of Work
Annexure II	Acceptance Matrix for Scope of Work
Annexure III	GRSE Standard Terms and Conditions
Annexure IV	Acceptance Matrix for GRSE Standard Terms and Conditions
Annexure V	Destinations with Transit Time
Annexure VI	Integrity Pact (please refer <a href="http://www.grse.nic.in">www.grse.nic.in</a> )
Annexure VII	Check list for Bill submission/Transporters
Annexure VIII	Guideline for submission of Bank Guarantee
Annexure IX	Format for Security Deposit Bank Guarantee
Annexure X	<b>FORMAT FOR UNDERTAKING/ DECLARATION, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD BLACKLISTING/ BANNED/ISSUE OF TENDER HOLIDAY/ RISK PURCHASE NOTICE</b>

### ARTICLE 4: DOCUMENTS TO BE UPLOADED

1	DD/PO or MSE/NSIC Exemption certificate towards tender fee/EMD
2	Technical Acceptance format as available with NIT after being downloaded and filled up
3	Commercial Acceptance Format as available with NIT after being downloaded and filled up
4	Documents meeting the Technical Eligibility Criteria
5	Documents meeting the Financial Eligibility Criteria
7	Solvency Certificate of [INR 50lakhs] from Banker
8	Audited/Certified Annual Accounts and Annual Report for immediate last three years in support of Financial Eligibility.
9	PAN /TAN , GST , Labour License Certificate , Registration Certificate of the Company with ROC.
10	Partnership Deed / Memorandum and the Article of Association of the firm confirming partners and lead partner
11	Joint Venture Agreement / Memorandum of Understanding with Power of Attorney in favour of lead member.
12	Documentary evidence in terms of execution the minimum value of a single orders executed in a year should not be less than Rs. 50 lacs in any past three years.
13	Credentials from other firms/Organizations (order copies).

- a. Registered Bidders with GRSE need not upload para/Article 4 documents if valid documents already submitted / available with GRSE Vendor Registration Cell.
- b. Winning Bidder may submit ink signed hard copy of all above documents, prior to issuance of PO



## **ARTICLE 5: DOCUMENTS IN PHYSICAL FORM TO SUBMIT**

<b>PHYSICAL SUBMISSION</b>		
1	Tender Fee	Within 03 days from opening of Part I bid, if applicable

Above original Negotiable Instruments as stipulated, to reach to DGM(S&D)/BB, 61 Park Unit) within stipulated period as indicated above in a sealed envelope with tender number and job duly superscripting on it.

## **ARTICLE 6: JOB EXECUTION SCHEDULE**

**(A) Mobilisation Period 7 days** from the date of P.O./L.O.I

**(B) Delivery schedule:** As per NIT

## **ARTICLE 7: JOB EXECUTION**

Job is to be carried out strictly as per SOTR & NIT

## **ARTICLE 8: PRICE**

Price quoted will be firm and fixed for Truck & Trailer separately mentioned in the Price bid Annexure–C, for the entire contract period till completion of work awarded during valid contract period / for a period of two years. Price is to be quoted without taxes & duties. GST is to be indicated separately in the Invoice and will be paid extra.

## **ARTICLE 9: Fuel Price Escalation**

During period of contract, after completion of 1 year if there is a Rise/Fall in fuel price by statutory orders necessary escalation / reduction in transportation rates will be allowed against claim as per the followings norms & the base price of diesel will be considered on date of order placed by GRSE

(i) There will be no escalation / reduction of transportation rate due to rise/ fall of diesel price upto 5%

(ii) For rise / fall of diesel price beyond 5% there will be proportionate escalation /reduction of transportation rate by 0.3% for every increase / decrease of diesel price by 1% (Over and above 5% rise/ fall of diesel price)

## **ARTICLE 10: UNREASONABLE QUOTES**

In case the price of L-1 Bidder found to be unreasonable low and/or express desires to withdraw from the tender then such bid will be cancelled and SD will be forfeited and may be evaluated for tender holiday by the Company.

However in case the L1 Bidder agrees to take-up the job with such unreasonable low quote, say lower by 30% of estimate and also if the difference in price between L1 & L2 is 30% or more then the quoted price to be analysed w.r.t. to tender requirement and if the L1 bidders fails to



justify their quoted rate, then the obtained L1 quote will be rejected & next quote will be considered as L1

#### **ARTICLE 11: OFFER VALIDITY**

Offer is to be valid for 180 days from the date of opening of Part-I bid i.e. Techno-commercial bid. Under exceptional circumstances GRSE may request for extension of price validity, beyond 120 days against valid reason.

#### **ARTICLE 12: CONDITIONAL OFFER**

Conditional offers w.r.t. SOTR will not be accepted. However in case of bidder wish to deviate on any/ same commercial Terms & conditions, then separate deviation statement has to be uploaded along with Part-I bid. However GRSE reserves the right to accept / reject the deviations / bid with deviations after giving reasonable opportunity to the Bidder. If the deviation is acceptable to GRSE then suitable loading for such deviation on the price quoted by the bidder will be considered prior to determine the L1 price.

#### **ARTICLE 13: DETERMINATION OF L1**

L1 will be decided line item wise for truck and trailer individually. The prices to be quoted all-inclusive basic cost and applicable percentage of taxes & duties to be clearly mentioned as per price bid format .

#### **ARTICLE 14: OPENING OF BIDS**

Part I techno-commercial bid will be opened on the date declared in NIT. Part II bid will be opened post techno-commercial evaluation by GRSE. Price bid of only those who qualifies techno-commercially will be opened. Opening date of Price Bid will be intimated accordingly to all qualified bidders. Disqualified bidders, either during technical assessment or commercial discussion will also be intimated about their non-consideration for farther processing.

#### **ARTICLE 15: POLICIES FOR MSME**

Benefits being accorded to the Micro & Small Enterprises (MSEs) vendors regarding implementation of policies for Micro & Small Enterprises, 2012 are as follows:

a) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Date. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises. Documents, Entrepreneurs Memorandum (EM Part-II) / NSIC certificate / UAM (Udyog Aadhar Memorandum) / UDHYAM, for manufacture/supply of concerned equipment/item, must be submitted along with the offer for such purpose to claim the benefit.

b) Following facilities/benefits will be given to MSEs:-

(i) Issue of Tender sets free of cost.



(ii) Exemption for payment of Earnest Money Deposit.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. The vendors registered with NSIC under single point registration, for manufacture/supply of concerned equipment/item, will additionally be exempted from submitting the security deposit.

c) (i) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 20% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

(ii) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 20% of the order value equally.

d) (i) In case the MSE is owned by SC/ST owners, then the enterprise will get a share of 4% of the above 20% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs.

(ii) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises.

e) To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer.

f) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, whether benefit related to SC/ST owned MSE is to be accorded or not shall be notified subsequently pending which no related benefit will be accorded at present.

g) Following payment terms for MSEs are applicable: -

(i) For value of order less than Rs. 1 lac –



90% of the value of the purchase order, through ECS/NEFT, within 30 days of receipt of material at GRSE Stores. Balance 10% shall be released after inspection and creation of satisfactory inspection report / ICGRN.

(ii) For value of order greater than Rs. 1 lac -

90% of the value of the purchase order, through ECS/NEFT, within 30 days of receipt of material at GRSE Stores. Balance 10% shall be released after inspection and creation of satisfactory inspection report / ICGRN and against submission of Performance Bank Guarantee for 10% value of the order, valid till expiry of guarantee period.

h) GRSE, being a public sector enterprise, endeavors to support the Micro and Small Enterprises for facilitating their promotion and development and enhancing their competitiveness.

Bidders may therefore procure all such parts / components, as contained in the list available on GRSE website, required in manufacturing of the ordered equipment's / products, from MSEs and a certificate to that effect (with details of the vendors, value of procurement and quantity) may be furnished with the bills."

Purchase preference may be given to eligible Micro and Small Enterprise Firms as per MSME Act provided, the tendered job is listed in their MSME document.

## **ARTICLE 16: ELIGIBILITY CRITERIA**

**a. Technical Criteria** The bidders are required to submit copies of the necessary documents pertaining to the following qualification criteria to enable GRSE to ascertain their qualifying status. GRSE reserves the right to verify the authenticity of the documents submitted/claims made by the bidders, whenever felt necessary. The offer will be rejected outright, if valid qualifying documents as mentioned below are not enclosed along with technical offers.

- (i) Bidders shall be experienced in transportation of Structural Steel Bridge components and Work Order copies (minimum 03 nos.) from reputed organization shall be submitted.
- (ii) Registration certificate of Transport
- (iii) GST Registration no.
- (iv) Latest Income tax clearance certificate (minimum 3 years)
- (v) Valid India carriage/Road permit
- (vi) Credential in respect of Transport of goods to tune of 1500 MT per year for the last three financial year in different places of India inclusive of hilly areas



(vii) Updated annual accounts along with Annual Report Balance sheet/Financial status for the last three years. (This is applicable in case of the bidders which are not registered with GRSE Ltd)

(viii) The bidder should give self-certification that they neither have been blacklisted nor, have received any tender holiday from any PSUs'/DPSUs'/Central & State Govt. Organizations during last 03 financial years. The bidder has to submit self-certification for the same along with the techno-commercial offer. GRSE reserves the right to independently verify the same. In case violation of declaration is detected at any stage of tender process and during currency of contract, the order will be terminated.

#### **b. Financial Eligibility Criteria:**

- (i) Ordering details executed for similar job during last three years to Govt./Defence /Other organizations and performance report thereof must be furnished by the intending bidders. The minimum value of a single orders executed in a year should not be less than **Rs. 50 lacs** in any past three years.
- (ii) Average annual turnover of participating bidders during last 03 years ending 31<sup>st</sup> March of the previous financial year (FY 2025-26) should be at least **Rs. 2.00 Crs.**
- (iii) For vendors which are not registered with GRSE, financial standing as certified by Bankers, Audited Profit & Loss account and Balance sheet for last three years (FY 2023-24, 2024-25 & 2025-26), Annual turnover in last 03 years etc. are required to be submitted along with the bid.
- (iv) Bidder has to submit Solvency certificate of Rs. 50 Lakhs (as per tender requirement) from their banker.

#### **ARTICLE 18: INSTRUCTION TO THE BIDDERS**

- a. Before submitting a bid, bidders are expected to examine the Bid Documents carefully, if they desire, may visit the work front, fully inform themselves of existing conditions and limitations including all items described in the Bid Documents. NO consideration will be granted for any alleged misunderstanding or the materials to be furnished, work to be performed or actual considerations to complete all work and comply with conditions specified in the Bid Document.
- b. Any qualified deficiency, errors, discrepancies, omissions, ambiguities or conflicts in the Bid Documents, or there be any doubts as to the meaning of a provision or requirement shall immediately brought to notice of GRSE Tendering Dept. in writing not less than 07 days prior to bid closing date.
- c. It is understood that in receiving this bid, GRSE assumes no obligation to enter into a contract for the WORK covered by this bid request. GRSE reserves the right to reject any and all unqualified proposals or waive irregularities therein. GRSE reserves the right to evaluate each and every proposal and accept the whole or any part of the tender and the Tenderer shall be bound to perform the same at the rates quoted.
- d. GRSE also reserves the right to reject any and all bids and accept the bid, which in its opinion, appears to be most advantageous to GRSE. Receipt and review of this Bid Request constitutes an agreement of confidentiality between GRSE and each of the



contracting Firms preparing its Bid. GRSE reserves the right to change the form of this request to Bids, or make clarifications thereto, within a reasonable time before date of submission of Bids.

- e. Bidders objecting on any grounds to any bid specification or legal requirements imposed by these bidding documents shall provide written notice to GRSE within 10 calendar day from the day bid document was made available to public. Failure of a bidder to object in the manner set forth in this paragraph shall constitute and irrevocable waiver of any such objection.
- f. Job is to be carried out as per SOTR and instruction of the Engineer in-charge.
- g. Bidder to declare in what capacity he is participating in the tender. As a PSU, Limited Co, Pvt Ltd. Co., Sole Proprietorship, Partnership, Joint Venture, etc. Supporting documents confirming such status to be scanned and uploaded as attachment to Part I bid.
- h. **E-mail Address for communication:** Vendor to provide e-mail address to enable faster communication.
- i. Difficulty in submitting the bid:
  - a. Any query/difficulty in understanding of SOTR or other technical Terms may be got clarified from "DGM (S&D)/BB, Email: [bala.shibsundar@grse.co.in](mailto:bala.shibsundar@grse.co.in), Mob: 9147111789 & Manager (S&D)/BB, Email: [sarkhel.saikat@grse.co.in](mailto:sarkhel.saikat@grse.co.in), Mob: 9163361810" prior to submission of offer.
  - b. Any difficulty in submitting / uploading of e-tender or for any system help, may contact GRSE e-procurement cell, E-mail: [mtl.eproc@grse.co.in](mailto:mtl.eproc@grse.co.in) & [grse.nic@gmail.com](mailto:grse.nic@gmail.com) Landline: 033-24893902

## ARTICLE 19: E-BID INSTRUCTION

- (a) To participate in the e-Bid submission for GRSE, it is mandatory for the bidders to get their firms registered with E-Procurement portal [\*\*http://www.grse.nic.in/etender\*\*](http://www.grse.nic.in/etender)
- (b) It is mandatory for all bidders to have class – III Digital Signature Certificate (DSC) in the name of the person who will digitally sign the bid from any of licensed Certifying Agency (CA). Bidders can see the list of licensed CAs from the link <http://www.cca.gov.in>.
- (c) Bidders can view / download Part-1 (Techno-Commercial) bid documents along with all attachments. They need to fill up the downloaded documents as per instruction and upload the same during bid submission. Non-acceptance of any techno-commercial criteria is discouraged. However, if there is any, it is to be commented accordingly and also stated in the separate deviation format.
- (d) Bidders need to fill up Part II (Price) bid online in HTML price bid format by inserting unit price only. No other attachment to the price bid will be reckoned. In case the bidder does not quote his rate for any item(s), it will be presumed that the bidder has included the cost of that/those item(s) in the rates of other items and the rate for such item(s) shall be considered as **Zero** and the tender will be evaluated by the Employer accordingly and the work executed by the successful bidder accordingly.
- (e) Bids can be submitted only during validity of registration of bidder with GRSE e-



Procurement portal.

- (f) The amendments / clarifications to the bid document, if any, will be posted on E-Procurement portal / GRSE web site only.
- (g) It will be the bidder's responsibility to check the status of their Bid on-line regularly after the opening of bid till award of work.
- (h) AMENDMENT OF TENDER DOCUMENT
  - (i) Before the deadline for submission of tenders, the Tender Document may be modified by GRSE Ltd. by issue of addenda/corrigendum. Issue of addenda / corrigenda will however be stopped 7 days prior to the deadline for submission of tenders as finally stipulated.
  - (ii) Addendum/corrigendum, if any, will be hosted on website / e procurement portal and shall become a part of the tender document. All Tenderers are advised to see the website for addendum/ corrigendum to the tender document which may be uploaded up to 7 days prior to the deadline for submission of Tender as finally stipulated.
  - (iii) To give prospective Tenderers reasonable time in which to take the addenda/ corrigenda into account in preparing their tenders, extension of the deadline for submission of tenders may be given as considered necessary by GRSE.

## **ARTICLE 20: BID REJECTION CRITERIA**

Following bid rejection criteria may render the bids liable for rejection:

- (a) Bidder's failure to furnish sufficient or complete details for evaluation of the bids within the given period which may range in between two to three weeks depending on the deficiencies noticed in the drawings / technical data which shall not however conflict with validity period.
- (b) Incomplete / misleading / ambiguous bid in the considered opinion of the Technical Negotiation Committee (TNC) of GRSE.
- (c) Bid with technical requirements and/or terms not acceptable to GRSE / Customers / External agency nominated, as applicable.
- (d) Bid received without qualification documents, where required as per the tender.
- (e) Bid not meeting the pre-qualification parameters / criteria stipulated in the Tender Enquiry.
- (f) Bid with validity expiry date shorter than that specified in the Tender Enquiry.
- (g) Bidders who have not agreed for the fixed price till the validity of the tender or have quoted the variable price.
- (h) Bidder not agreeing for furnishing of the required Security Deposit (SD).
- (i) Bidder not agreeing to accept & submit Integrity Pact (IP) or submitting integrity pact with deviation to GRSE format, wherever Integrity Pact is to be submitted.
- (j) Firm to submit the Acceptance Matrix /declaration enclosed at Annexure II, IV & X along with the bid failing which their offer will be summarily rejected.



- (k) If the firm is issued with "Risk Purchase Notice" by GRSE for any project/ order / service contract within last 2 years or before opening of this tender for failure in delivery of similar items/Services (as per opinion of GRSE).
- (l) Bidder must attend the pre-bid meeting on specified day at GRSE Office.

## **ARTICLE 21: SUBMISSION OF BID**

- (a) Last date of submission of Bid / Date of opening of bid is indicated in Tender Document. Tender is liable to be rejected if all the requisite documents are not enclosed with the Part I, Techno-Commercial offer.
- (b) Date of opening of Part II offer i.e. Price Bid will be notified to all Techno-Commercially qualified bidders in due course after conclusion of TNC/CNC meetings and acceptance of Techno-Commercial offer. After opening of e-Price bids, the techno-commercially qualified bidders can view the System Generated Price Comparison Sheet from their own portal.
- (c) GRSE reserves the right to accept / reject any Tender in full or in part without assigning any reason.
- (d) 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.

## **ARTICLE 22: SECURITY DEPOSIT BANK GUARANTEE**

- (e) Separate SDs for 3% of order value excluding taxes, duties for Supply & Service component to be submitted. IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 110/-.
- (f) SD for 3% of the Supply component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO payable in Indian Rupees shall be submitted. SD will be returned to successful bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance for all line items in all respects. Hence, SD should be kept valid till such time.
- (g) SD for 3% of the Service component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of completion of delivery of equipment payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after planned delivery date of respective ships. Hence, SD should be kept valid till such time.
- (h) SDBG shall be submitted in GRSE Format.
- (i) SD can be remitted directly to GRSE Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- (j) Security Deposit can also be in the form of Bank Guarantee in favour of GRSE and shall be submitted within 25 days from the date of transmission of this order.
- (k) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- (l) In case of failure to submit the Security Deposit for the supply portion within 25 days



of transmission of the order, GRSE reserves the right to cancel the order invoking the risk purchase clause.

- (m) In case delivery / completion are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from GRSE.
- (n) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the same shall be applicable for delayed period of extension of validity.
- (o) SD will be returned on supply without interest on completion of delivery and acceptance of items at GRSE for the respective orders and on written request from the supplier.
- (p) SD will be returned on service without interest on completion and acceptance of service at GRSE for the respective orders and on written request from the supplier.
- (q) In the event of failure to execute the order satisfactorily, the Security Deposit will be encased by GRSE.
- (r) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.
- (s) GRSE's Bank Details:

BANK NAME	:	STATE BANK OF INDIA
BRANCH NAME	:	COMMERCIAL BRANCH
ADDRESS	:	24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO	:	10945133828
MICR CODE	:	700002120
IFSC CODE	:	SBIN0007502

#### **ARTICLE 23: EMD**

- a) EMD will be Rs. 32.59 LAKH (Thirty Two Lakhs Fifty Nine Thousand only) Vendor need to submit EMD in form of bank D.D. in favour of Garden Reach Shipbuilders & Engineers Limited payable at Kolkata and details in prescribed format in E-Procurement commercial data sheet and send the demand draft to addressed Mr. Shibsundar Bala, DGM (S&D), GRSE Limited, 61 Park Unit, 61 Garden Reach Road, Kolkata – 700024 in the upper portion of envelope. Please scan the demand draft and attach it to general document's part in E-Procurement. Offer without tender fees tender may be rejected. GRSE reserves the right to reject the offer in case the scanned copies of DD for both Tender Fees/EMD etc. are not attached in technical bid.
- b) Exemption of EMD for MSME / NSIC as applicable for GRSE will remain unaltered. Non-submission of a valid MSE/ NSIC certificate may lead to offer rejection.

#### **ARTICLE 24: PRE BID MEETING**

Pre-bid meeting will be arranged on 12.06.26 for the tender. Tenderers are requested to go through the tender notice carefully. In case any vendors require any clarification on the NIT terms and condition, they can feel free to raise their query during pre-bid meeting.

SHIBSUNDAR BALA  
DEPUTY GENERAL MANAGER (S&D)  
Email: bala.shibsundar@grse.co.in



## **List of Enclosures:**

### **PART – I**

Annexure I	Scope of Work
Annexure II	Acceptance Matrix for Scope of Work
Annexure III	GRSE Standard Terms and Conditions
Annexure IV	Acceptance Matrix for GRSE Standard Terms and Conditions
Annexure V	Destinations with Transit Time
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## **SCOPE OF WORK**

1. **Scope Brief-** GRSE Bailey Bridge unit at 61 Park requires lifting and dispatch of Bailey Bridge components as mentioned in the subject of TE on door delivery / collection basis with minimum start value from 1.5MT and max 32 MT
2. **Contract Period:** The Contract will be valid for a period of 24 months from the date of issue of initial LOI/PO. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE.
3. **Loading & Unloading:**
  - a) Loading of materials inside GRSE 61park unit is under GRSE scope
  - b) Unloading at customer site is under Transporter scope
  - c) Weight measurement and volumetric of consignment will be done by GRSE in 61park unit on free of charge by GRSE
  - d) Weight measurement and volumetric of consignment outside 61park Unit/at site is under Transporter scope.
  - e) Return materials from at customer site: Loading, weight measurement and volumetric of consignment will be under Transporter scope and the same will be unloading at 61park is in GRSE scope.
  - f) Transporter representative must witness the no. of items loaded at GRSE and acknowledged otherwise any loss & damage reported from the consignee will be recovered from Transporter
4. **Destination:** Destination as mentioned in the **Annexure –V** may vary **within 100 km** in plain land & 50 km in hilly area from the location mentioned for which no extra payment will be applicable.
5. **Freight Charge: The rate per MT inclusive of all Statistical charges i.e. safe unloading, proper stacking at consignee's end, taxes & duties (excluding GST/any other service tax) and other charges as applicable should be quoted. Tonnage to be transported 5500 MT/year (Approx.)**
6. **GST Tax:** GST @5% or as relevant applicable HSN code will be paid by GRSE.
7. **Toll tax/ Entry Tax:** Entry tax/ Toll Tax at state entry check post, if any, shall be paid by the transporter. Payment of the same shall be reimbursed by GRSE **at actual** on production of original documents. This will be intimated to the transporter as and when required
8. **Export exemption certificate (Sales tax certificate):** In case of Export, vendor/ transporter must collect and submit the following documents prior to submission of their respective bills:
  - i. **Export invoice duly acknowledged by the check post authority (Customs clearance)** with official seal for proper authentication indicating clearly the date of receipt and details of the material.

9. **Transit Period:** Transit time is the period from date of booking to date of arrival of the consignment at Consignee's premises/stores etc. All the consignments are to be delivered to the consignee within stipulated Transit period as given in Annexure - III from the date of lifting of materials from GRSE. Transit delay will attract imposition of L.D.
10. **Transit Insurance:** Transit Insurance will be arranged by GRSE except transportation of documents. Documents (manual, drawings, and relevant papers) have to be handed over properly by the transporter. Transporters have to bear total cost of loss/damages of the documents, if any which shall be solely decided by GRSE.
11. **Other conditions:-**
- a) The truck shall be full body (10MT, 12MT, 16MT, 18T, 20MT, 25 MT & higher capacity), flat floor without over the wheels & Open truck Trailer to carry approx. 10 Meter length of component size (20-32MT) (As per GRSE requirement)
- b) Documents in support of registered tonnage capacity of the truck are to be shown by transporter before loading of the materials
12. **Safety Rules :-**Transporter must conversant with safety rules of road transport. Safety rules cannot be defied or denied in any circumstances. Requisite safety precautions are to be taken for each consignment.
13. **Placement of trucks:**
- a. Transporters shall be capable of placing at least 3 to 4 trucks within 48 hrs. of intimation (telephonic/e-mail/Fax) given by GRSE.
- b. Trucks are to be placed within 24 hrs. of intimation over phone/in writing from our end. Any delay in placement of trucks may attract Penalty as Rs.3000.00 per day after 48 hr. (2 days) and same will be deducted in transporter bills. In the event of failure of L1 vendor to place trucks as and when required/intimated, job shall be offered to L2, L3.... vendor on agreement at L1 price. Acceptability in this regard should be given by L2 vendor, towards this counter offer will be given to the rest of responded bidders at the final negotiated price of L1 bidder for acceptance.
- c. If L1 bidder is not positioned the truck within 48 hrs. the alternately L2 & L3 vendors offered and difference amount will be deducted from L1 vendor.
14. **Consignment note:** - Xerox copy of the receipt of consignment note duly acknowledged by the consignee with official seal for proper authentication indicating the date and details of receipt of material is to be forwarded to GRSE immediately after delivery is made. The time span required in this respect should be **transit time+3 days maximum**.
15. **Consignment receipt:-**Vendors must ensure that, consignment receipt is acknowledged properly (**stamp and date is required**).
16. **Intimation for Movement of Vehicle:-** The position of the movement of the loaded vehicle after collection of material from GRSE is to be intimated to us at intervals of 2 (Two) days, till safe arrival of the goods to the destination.

17. **Destinations for Transport:-**For transportation of goods GRSE will instruct Transporter time to time for transport the material to the required destination as mentioned in the Annexure –III.
18. **Damage/Short Certificate:**
  - i. Transporters will be fully responsible for safe custody and delivery of consignments. In the event of short delivery/damage of consignments, the value of short/damage of components will be deducted in transporter bill.
  - ii. Transporter has to issue a Damage/Short Certificate for Insurance claim of loss/damages through GRSE
  - iii. Cost of lost/damages of documents (Drawings, manuals etc.), if any, will be compensated in full by the concerned transporter.
19. **LR COPY:-** Submit the original LR copy immediately with consignee sign after delivery of the materials to customers.
20. **GRSE's Standard terms & conditions :-** GRSE's Standard terms & conditions of Purchase will be applicable
21. **Special note:** If the services of vendors are found unsatisfactory, GRSE will have the right to terminate the contract anytime as per STAC (Annexure II) of GRSE.

**: ACCEPTANCE MATRIX FOR SCOPE OF WORK :**

<b><u>SL. NO.</u></b>	<b><u>CLAUSE SL. NO.</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>REMARKS (ACCEPTED/DEVIATION)</u></b>
1	1	Scope Brief	
2	2	Contract Period	
3	3 (a-f)	Loading & Unloading	
4	4	Destination	
5	5	Freight Charge	
6	6	GST Tax	
7	7	Toll tax/ Entry Tax	
8	8	Export exemption certificate (Sales tax certificate)	
9	9	Transit Period	
10	10	Transit Insurance	
11	11 (a-b)	Other conditions	
12	12	Safety Rules	
13	13	Placement of trucks	
14	14	Consignment note	
15	15	Consignment receipt	
16	16	Intimation for Movement of Vehicle	
17	17	Destinations for Transport	
18	18 (i-iii)	Damage/Short Certificate	
19	19	LR COPY	
20	20	GRSE's Standard terms & conditions	
21	21	Special note	

<b>NAME</b>	
<b>DESIGNATION</b>	
<b>SIGNATURE</b>	
<b>COMPANY NAME, ADDRESS, E-MAIL &amp; FAX/PH. NO.:</b>	

**NOTE:**

1. Bidders should read the Scope of Work 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. Clause numbers shown in the format includes the sub clauses under them also.

## **ANNEXURE – III**

### **STANDARD TERMS & CONDITIONS**

#### **1. Payment terms:**

- a. 100% payment for transportation charge will be made by GRSE (after completion of each consignment) within 30 days from the date of submission of the transporter's bill.
- b. Bill supported with receipt copy of our Dispatch Advice and Transporter's Consignment Note duly acknowledged by the consignee with official seal for proper authentication indicating clearly the date of receipt and details of the material along with weighment slip.
- c. In case of Export, related documents as mentioned in clause No.8.0 of Scope of Work must be submitted prior to submission of the respective bill.
- d. Payment will be made through ECS only after deduction of LD amount/cost of loss or damage etc. if leviable as per contract.
- e. **Submission of Bills by the Firm:** The vendor shall submit bills complete in all respect as relevant in the checklist enclosed (Annexure –VII). The entire Consignment note, attached with freight bill must clearly indicate the receiving date by the Consignee with their official seal In case bills are submitted with faulty / incomplete enclosure or inappropriate documents:-
- f. A transaction fee of Rs. 500/- will be charged on first return.
- g. And said fees will be twice the amount on second return.

#### **2. Goods and Services Tax (GST):**

- (a) If the vendor is registered under GST, vendor shall ensure timely submission of invoice as per the provisions / requirement / timeline promulgated by GOI in relation to GST Law with all required supporting documents to enable GRSE to avail input tax credit promptly. The vendor's invoice inter alia should contain GSTIN of vendor, GSTIN of GRSE, GST tax rate separately, HSN code wise goods or services, place of supply, signature of vendor etc. Original invoice needs to be submitted to Bill Receipt Centre at GRSE and a copy of the invoice should be given to the goods receiving section (GRSE).
- (b) If the vendor is registered under GST, vendor shall file all applicable returns under GST Laws in the stipulated time & any losses of tax credit to GRSE arising due to delay in filing will be recovered from their invoice wherever GRSE is eligible to avail tax credit. Any default towards payment of tax and / or uploading of monthly returns by supplier / contractor, GRSE retains right to withhold payments towards tax portion



until the same is corrected and complied by the supplier / contractor with the requirement of GST along with satisfactory evidence.

- (c) The rate sheet enclosed with the tender will indicate the rates to be entered under each head wherever applicable. Bidders must clearly mention the applicable Taxes & Duties.
- (d) The Supplier/Seller must submit original tax invoice or debit note to GRSE(buyer) prior to the expiry of one year from the date of issue of tax invoice relating to such supply in order to avail Input Tax Credit by GRSE( Section 18(2) of CGST Act). Notwithstanding, the Supplier/Seller must submit original tax invoice or debit note for supply of goods or services or both, before the filing of the Return under Sec 39 of CGST Act for the month of September following the financial year to which such invoice/ debit note pertains. - Section 16(4) of CGST Act. In case of default by supplier, GRSE reserves the right not to reimburse GST amount of Invoice to supplier.
- (e) Break up of GST shall be indicated by the Seller while raising invoice / bill. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on invoice/bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST are charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.
- (f) As per Sec 51 (1) of the CGST Act deduction of tax at source @ 2% (CGST 1% + SGST 1% or IGST @2%) on the payment made or credited to the supplier where total value of supply (supply of goods or service) under a contract exceed Rs. 2,50,000.00 excluding GST.
3. **Liquidated Damage:** For delay in delivery L.D (Liquidated Damage) will be imposed @**1% per day of Freight charges**.
4. **Risk Purchase:** GRSE reserves the right to impose Risk Purchase clause i. e in case of failure in delivery within the stipulated delivery time and unsatisfactory performance of the vendor. GRSE reserves the right to short close/cancel the order and take alternative action by engaging other agency at vendor's risk & 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.
5. **Validity of rate:** This rate contract should be valid for 2 (Two) year from the date of LOI/PO. Another 1 year may be extended based on performance of the Transporter and discretion of GRSE
6. **Price:** During period of the contract the **rate per Metric ton** will be firm and fixed. The quantity mentioned in price bid format is tentative to get L-1 per MT rates and to establish the Rate Contract. The quantity may vary as per requirement.



7. **Validity of offer:** Quotations should be valid for 6 (Six) months from the date of submission of tender or till the date the date of award of the contract to successful bidder/s, whichever is later.

8. **Your offer should come in Two part in NIC portal as follows:**

- i. Part-I: Techno-Commercial bid with requisite Tender fee.
- ii. Part-II: The Rate (Price bid).

Part-I will be opened on due date. Bidders qualifying in Part-I, will only be considered for Part-II i.e. Price bid.

9. **Fuel Price Escalation.**

During period of contract, after completion of 1 year if there is Rise/Fall in fuel price by statutory orders necessary escalation / reduction in transportation rates will be allowed against claim as per the followings norms & the base price of diesel will be considered on date of order placed by GRSE

- (i) There will be no escalation / reduction of transportation rate due to rise/ fall of diesel price by 5% from base price
- (ii) For rise / fall of diesel price beyond 5% there will be proportionate escalation / reduction of transportation rate by 0.3% for every increase / decrease of diesel price by 1% (Over and above 5% rise / fall of diesel price)

10. **GRSE's Right for the tender:**

- i. This tender is being issued without any financial commitment from GRSE.
- ii. GRSE reserves the right to accept/ reject any tender in full or in part without assigning any reason.
- iii. GRSE also reserves the right to enter into the contract with one or more contractors for their requirement of whole or part job.
- iv. GRSE reserves the right to change the quantity of any item at any stage before finalization of the order.
- v. GRSE reserves the right to place the order for partial quantity by distributing in different bidder as per L1 rate.
- vi. GRSE also reserves the right to withdraw this tender, if so necessary at any stage.
- vii. GRSE reserves the right to accept/ reject any tender in full or in part without assigning any reason. GRSE also reserves the right to enter into the contract with one or more contractors for their requirement of whole or part job.

11. **Conditional Offer :-**No Conditional offer will be accepted.

12. **Sub-contracting of Sub-contracted job:** When an order is issued to a vendor/ transporter for execution of a particular job, the vendor/transporter shall not sub-contract the job/ a part of the job without approval from the employer and without intimation of the name and credentials of the said subcontractor.

### 13. **SECURITY DEPOSIT (INTEREST FREE)-**

- a) Separate SDs for 3% of order value excluding taxes, duties for Supply & Service component to be submitted.
- b) SD for 3% of the Supply component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of transmission of PO payable in Indian Rupees shall be submitted. SD will be returned to successful bidder without interest within 4 weeks after satisfactory completion of delivery & acceptance for all line items in all respects. Hence, SD should be kept valid till such time.
- c) SD for 3% of the Service component of PO excluding taxes, duties shall be submitted by the successful bidder within 25 days from the date of completion of delivery of equipment payable in Indian Rupees. SD will be returned to successful bidder without interest within 4 weeks after planned delivery date of respective ships. Hence, SD should be kept valid till such time.
- d) SDBG shall be submitted in GRSE Format.
- e) SD can be remitted directly to GRSE Bank Account. You shall specifically mention the details of company name as well as nature of remittance, tender number/order number etc. in the text/narration fields of Bank's NEFT remittance in order to identify the same.
- f) Security Deposit can also be in the form of Bank Guarantee in favour of GRSE and shall be submitted within 25 days from the date of transmission of this order.
- g) The Bank Guarantee shall be from Nationalised / Scheduled Banks or Banks of International repute excluding Co-operative banks.
- h) In case of failure to submit the Security Deposit for the supply portion within 25 days of transmission of the order, GRSE reserves the right to cancel the order invoking the risk purchase clause.
- i) In case delivery / completion are likely to be delayed, the validity of the SDBG shall be extended suitably till the completion of delivery on instruction from GRSE.
- j) In the event of failure to submit the Security Deposit within 25 days of transmission of the order, but commenced the work, interest will be levied for the delayed period of submission @ SLR plus 2%. Also the same shall be applicable for delayed period of extension of validity.
- k) SD will be returned on supply without interest on completion of delivery and acceptance of items at GRSE for the respective orders and on written request from the supplier.
- l) SD will be returned on service without interest on completion and acceptance of service at GRSE for the respective orders and on written request from the supplier.
- m) In the event of failure to execute the order satisfactorily, the Security Deposit will be encased by GRSE.
- n) In case of non-extension / non-renewal as requested, GRSE shall encash the BGs before expiry of its validity period.
- o) GRSE's Bank Details:

BANK NAME	:	STATE BANK OF INDIA
BRANCH NAME	:	COMMERCIAL BRANCH
ADDRESS	:	24, PARK STREET, KOLKATA-700016
ACCOUNT TYPE	:	CASH CREDIT ACCOUNT
ACCOUNT NO	:	10945133828
MICR CODE	:	700002120
IFSC CODE	:	SBIN0007502

**14. PRICE:**

- a. Price bid need to be filled up in given price bid data sheet only clearly mentioning all-inclusive basic cost and Taxes & Duties. No loading factor is applicable. No other attachment regarding price will be allowed if found so then offer will be treated as cancelled.
- b. The basic rates should be all inclusive and should be exclusive of statutory Taxes/Levies and other charges as applicable and inclusive of free delivery to stipulated site and GRSE store at 61, Garden Reach Road, Kolkata -700 024. The price should remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever. Statutory taxes and duties, as applicable are to be stated clearly & separately.
- c. No conditional offer will be accepted.

15. GRSE reserves the right to accept or, reject any / all offers in part/full without assigning any reason whatsoever.

16. **VENDOR REGISTRATION:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate the respective Supplier's 5-digit code no. & group code no. to which they are registered, in the offer. In case the successful bidder is not an enlisted vendor, the vendor has to get them registered with GRSE as per the standard procedure.

17. **INDIVIDUALITY OF THE CONTRACT:** This Contract should be treated as an individual contract and should not be related with other orders/contracts with GRSE, in respect of progress of work or, payment.

**18. FORCE MAJEURE:**

In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events. In the event of Force Majeure condition existing at contractor's site on GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Strike/Riot/Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.

**19. 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 and 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."

**20. JURISDICTION:** Litigation, if any, pertaining to this contract will come under the jurisdiction of High Court at Kolkata.

- a. All contracts shall be deemed to have been wholly made in Kolkata and all claims there under are payable in Kolkata City and it is the distinct condition of the order that no suit or action for the purpose of enforcing any claim in respect of the order shall be instituted in any Court other than that situated in Kolkata City, West Bengal State, India.
- b. The Firm is warranted that all service rendered by them shall conform to applicable city, states & central laws, ordinances and regulations and the said Firm



shall indemnify / defend / relieve GRSE harmless , from / of against loss, cost of damage, by reason or any actual or alleged violation thereof.

- c. GSRE shall not be liable under the workmen’s compensation Act of 1923; in case any employee or workmen receives injury while actually serving his employer in connection with the latter’s work inside the compound of GRSE Ltd.
- d. All existing applicable Laws such as ESI, PF, SERVICE, CONTRACT LABOUR, CHILD LABOUR etc. as applicable, shall be binding for the contract.

21. **Validity of Contract:** Period of contract will be 2 (Two) years from date of LOI/Work order Another 1 year may be extended based on performance of the Transporter and discretion of GRSE

22. **Integrity pact :-** To be submitted as per GRSE format ( Enclosed by Annexure VI)on non-judicial stamp paper of value Rs.110/-or above and must be submitted along with techno commercial bid. Hard copy (original) must be send to the undersigned through speed/courier prior to tender due date. Offer without integrity pact may be rejected.

**23. Independent External Monitors (IEM) :**

Either or both of the following Independent External Monitors (IEMs) will have the power to access the entire project document and examine any complaints received by him.

<p><b>Shri Lov Verma, IAS (Retd.)</b> B-12, Second Floor, Green Park Extension, Near Uphaar Cinema Green Park, New Delhi - 110016 Email: <a href="mailto:lov_56@yahoo.com">lov_56@yahoo.com</a></p>	<p><b>Shri Debashis Bandyopadhyay,</b> Ex-Director(HR), BHEL B1001, Prateek Wisteria, Sector 77, Noida, Uttar Pradesh - 201301 Email: <a href="mailto:debashis9999@gmail.com">debashis9999@gmail.com</a></p>
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**: ACCEPTANCE MATRIX FOR STANDARD TERMS & CONDITIONS :**

<u>SL. NO.</u>	<u>CLAUSE SL. NO.</u>	<u>DESCRIPTION</u>	<u>REMARKS</u>
1	1	Payment terms	
2	2	Goods and Services Tax (GST)	
3	3	Liquidated Damage	
4	4	Risk Purchase	
5	5	Validity of rate	
6	6	Price	
7	7	Validity of offer	
8	8	Your offer should come in Two part in NIC portal as follows	
9	9	Fuel Price Escalation	
10	10	GRSE's Right for the tender	
11	11	Conditional Offer	
12	12	Sub-contracting of Sub-contracted job	
13	13	<u>Security Deposit (INTEREST FREE)</u>	
14	14	<u>PRICE</u>	
15	15	GRSE reserves the right to accept or, reject any / all offers in part/full without assigning any reason whatsoever.	
16	16	Vendor Registration	
17	17	Individuality of the Contract	
18	18	Force Majeure	
19	19	Arbitration	
20	20	Jurisdiction	
21	21	Validity of Contract	
22	22	Integrity pact	
23	23	Independent External Monitors (IEM)	

<b>NAME</b>	
<b>DESIGNATION</b>	
<b>SIGNATURE</b>	
<b>COMPANY NAME, ADDRESS, E-MAIL &amp; FAX/PH. NO.:</b>	



**NOTE:**

1. Bidders should read the Commercial Terms and Conditions 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. Clause numbers shown in the format includes the sub clauses under them also.

**Destinations with Transit Time**

Snos	State	Destinations	Transit Time
1	Arunachal Pradesh	Itanagar (Arunachal Pradesh )	8
		Zero (Arunachal Pradesh )	12
		Bomdila,Bhalukpong (Arunachal Pradesh )	10
		Tawang,Lumia (Arunachal Pradesh )	13
		Seppa(E.Kameng) (Arunachal Pradesh )	13
		Laying-Yangtse (Arunachal Pradesh )	12
		Tali (Arunachal Pradesh )	12
		Kiming (Arunachal Pradesh )	12
		Lekhabali (Arunachal Pradesh )	12
		Along (Arunachal Pradesh )	12
		Bame (Arunachal Pradesh )	12
		Daporijo (Arunachal Pradesh )	12
		Nacho (Arunachal Pradesh )	12
		Pasighat (Arunachal Pradesh )	10
		Roing (Arunachal Pradesh )	12
		Yingkiong (Arunachal Pradesh )	12
		Hawai (Arunachal Pradesh )	12
		Changlang (Arunachal Pradesh )	12
		Khonsa (Arunachal Pradesh )	12
		Koloriang (Arunachal Pradesh )	18
		Gulabo Nallah, Huri Axis road (Arunachal Pradesh )	20
		Kurung Kumey District (Arunachal Pradesh )	18
		Limeking (Arunachal Pradesh )	16
Anini (Arunachal Pradesh )	15		
Walong (Arunachal Pradesh )	15		
Mechuka (Arunachal Pradesh )	15		
Manigong (Arunachal Pradesh )	16		
2	Assam	Tejpur ( Assam)	6
		Jorhat ( Assam)	6
		Golaghat ( Assam)	6
		Misamari ( Assam)	6
		Kokrajhar ( Assam)	6
		Dhuburi ( Assam)	6
		Bongaigaon ( Assam)	6
		Gopalpara ( Assam)	6

		Barpeta ( Assam)	6
		Guwahati ( Assam)	6
		Dispur ( Assam)	6
		Lakhimpur ( Assam)	6
		Sibsagar ( Assam)	6
		Dibrugarg ( Assam)	6
		Silchar ( Assam)	8
		Karimganj ( Assam)	8
		Haflong ( Assam)	8
		Dinjan ( Assam)	8
		Tinsukia ( Assam)	8
		Tinsukia ( Assam)	8
3	Bihar	Patna ( Bihar)	3
		Supaul ( Bihar)	3
		Bhagalpur ( Bihar)	3
		Katihar ( Bihar)	4
4	Bhutan	Phuntsholing ( Bhutan)	8
		Trongsa ( Bhutan)	8
		Langthel ( Bhutan)	5
		Thimpu ( Bhutan)	10
		Nganglam ( Bhutan)	11
		Samrup- jongkhar ( Bhutan)	11
5	Chhattisgarh	Sukma,Gollapali ( Chattisgarh)	10
		Jagdalpur,Pattabunda,Bastar ( Chattisgarh)	10
		Keshkal, Kondagaon ( Chattisgarh)	10
		Kanker ( Chattisgarh)	8
		Raipur ( Chattisgarh)	10
		Kandari,Kondae,Farasgaon,Kodekurse ( Chattisgarh)	8
		Mahasumund ( Chattisgarh)	8
		Bilaspur ( Chattisgarh)	10
		Raigarh,Korba,Janjgir ( Chattisgarh)	10
		Bametara,Kawardha ( Chattisgarh)	10
		Dhamtari, Balod ( Chattisgarh)	10
		Dantewada, Bijapur ( Chattisgarh)	10
		Mohla, Rajnandgaon, Durg ( Chattisgarh)	8
6	Delhi	Delhi Cantt. ( Delhi)	6
7	Goa	Panaji,Margao ( Goa)	8
8	Gujarat	Gandhinagar ( Gujarat)	7
9	Himachal Pradesh	Kullu,Mandi ( Himachal Pradesh)	10
		Hamirpur ( Himachal Pradesh)	10
		Una ( Himachal Pradesh)	10

		Bilaspur ( Himachal Pradesh)	10
		Chamba ( Himachal Pradesh)	8
		Kyelang ( Himachal Pradesh)	8
		Reckong Peo ( Himachal Pradesh)	8
		Udaipur ( Himachal Pradesh)	8
		Shimla ( Himachal Pradesh)	12
		Solan ( Himachal Pradesh)	12
10	Jammu & Kashmir	Kargil ( Jammu & Kashmir )	10
		Jammu ( Jammu & Kashmir )	10
		Rajouri ( Jammu & Kashmir )	10
		Udhampur ( Jammu & Kashmir )	10
		Srinagar ( Jammu & Kashmir )	10
		Baramula ( Jammu & Kashmir )	10
		Anantnag ( Jammu & Kashmir )	9
		Varinag ( Jammu & Kashmir )	9
		Kishtwar ( Jammu & Kashmir )	10
		Durbuk, shyok ( Jammu & Kashmir )	15
		Turtuk ( Jammu & Kashmir )	15
		Phobrang ( Jammu & Kashmir )	15
		Ramban ( Jammu & Kashmir )	10
11	Jharkhand	Ranchi, Jamshedpur, Chaibasa, Sarikela ( Jharkhand)	3
		Hazaribagh ( Jharkhand)	4
		Gumla, Lohardaga ( Jharkhand)	4
		Daltonganj, Garhwa ( Jharkhand)	5
		Koderma ( Jharkhand)	3
		Giridih, Bokaro, Dhanbad ( Jharkhand)	3
		Deoghar, Dumka ( Jharkhand)	3
12	Kerala	Thiruvananthapuram ( Kerala)	10
13	Karnataka	Bangalore ( Karnataka)	8
14	Ladakh (UT)	Leh (Ladakh (UT))	8
15	Maharashtra	Chandrapur ( Maharashtra)	6
		Gadchiroli ( Maharashtra)	6
		Nagpur ( Maharashtra)	6
		Pune ( Maharashtra)	7
		Allapali ( Maharashtra)	6
16	Manipur	Imphal ( Manipur)	12
		Jiribum ( Manipur)	12
		Lamphelpat ( Manipur)	12
		Ukhrul ( Manipur)	12
		Senapati ( Manipur)	12
		Tamenglong ( Manipur)	12
		Bishnupur ( Manipur)	12

		Churachandpur ( Manipur)	12
		Chandel ( Manipur)	
		Moreh ( Manipur)	10
17	Meghalaya	Jowai ( Meghalaya)	10
		Shillong ( Meghalaya)	10
18	Madhya Pradesh	Jabalpur ( Madhya Pradesh)	4
		Itarsi ( Madhya Pradesh)	7
19	Mizoram	Aizawl ( Mizoram)	10
		Seling ( Mizoram)	10
		Champhai ( Mizoram)	10
		Kolasib ( Mizoram)	12
		Lungle ( Mizoram)	12
		Pukzing ( Mizoram)	12
		Lawngtlai ( Mizoram)	12
		Chawngte ( Mizoram)	12
		Saiha ( Mizoram)	12
		Tipaimukh ( Mizoram)	12
		TuvaiRiver ( Mizoram)	12
20	Nagaland	Dimapur ( Nagaland)	10
		Kohima ( Nagaland)	13
		Mokokchung ( Nagaland)	5
21	Odisha	Koraput,Pottangi,Sunabeda,Laxmipur ( Odisha)	5
		Raygada,Nabrangapur ( Odisha)	5
		Gajapati,Parlakimidi ( Odisha)	5
		Ganjam,Khordha,Nayagarh ( Odisha)	5
		Jharsugda,Sambalpur,Sundargarh,Baragarh ( Odisha)	5
		Phulabani,kandhamal,Raikia ( Odisha)	5
		Nayagarh ( Odisha)	5
		Baripada,Kartanjia,Rairangpur ( Odisha)	5
		Angul,Dhenkanal,Jajpur,Cuttack,Bhubaneshwar ( Odisha)	5
		Kendujhagarh, Deogarh ( Odisha)	5
		Baleshwar, Bhadrak, Kendrapara ( Odisha)	5
		Puri,Jagatsingpur ( Odisha)	5
		Malkangiri ( Odisha)	5
		Naupada,Balangir,Baudh ( Odisha)	5
		Bhawanipatna, Titlagarh ( Odisha)	8
22	Punjab	Amritsar ( Punjab)	8
		Pathankot ( Punjab)	8
		Chandigarh ( Punjab)	8
		Bhathinda ( Punjab)	7
23	Rajasthan	Jodhpur ( Rajasthan)	7
		Hanumangarh ( Rajasthan)	6
		Nachna ( Rajasthan)	8
24	Sikkim	Gangtok ( Sikkim)	9

		Namchi ( Sikkim)	9
		Kopup ( Sikkim)	10
		Lachen ( Sikkim)	10
25	Tripura	Agartala ( Tripura)	8
		Khowai ( Tripura)	8
		Kheliariat ( Tripura)	8
		Dharmanagar ( Tripura)	8
26	Tamil Nadu	Chennai ( Tamilnadu)	7
27	Telangana	Hyderabad ( Telangana)	4
28	Uttarakhand	Uttarakashi ( Uttarakhand)	8
		Gopeshwar ( Uttarakhand)	8
		Joshimath ( Uttarakhand)	8
		Govindghat ( Uttarakhand)	8
		Munsiyari ( Uttarakhand)	8
		Nainital ( Uttarakhand)	8
		Bageshwar ( Uttarakhand)	8
		Kapkot, ( Uttarakhand)	8
		Kausani ( Uttarakhand)	8
		Roorkee ( Uttarakhand)	8
		Pithoragarh ( Uttarakhand)	8
		Almora ( Uttarakhand)	8
		Pauri ( Uttarakhand)	8
		Dehradun ( Uttarakhand)	8
		Mussorie ( Uttarakhand)	8
		Dharchula ( Uttarakhand)	9
		Haridwar, Rishikesh ( Uttarakhand)	9
		Haldwani, RaniKhet ( Uttarakhand)	10
29	West Bengal	Hasimara,Jaigaon,Dinhata,Alipur Duar ( West Bengal)	5
		Tamluk,Adra,Ghatal,Kolaghat,Jhargram,Kharagpur,Haldia ( West Bengal)	1
		Rajarhat, Bangaon,Taki, Kolkata	1
		Siliguri, BijonbariI, Raiki ( West Bengal)	4
		Darjeeling ( West Bengal)	4
		Kakdwip , Namkhana, Basanti ( West Bengal)	2
		Farakka,Baharampur ( West Bengal)	2
30	Nepal	Kathmandu ( Nepal)	10



	Baneshwar ( Nepal)	10
	Pokhara ( Nepal)	10
	Siddeswar ( Nepal)	10

<b>NAME</b>	
<b>DESIGNATION</b>	
<b>SIGNATURE</b>	
<b>COMPANY NAME, ADDRESS, E-MAIL &amp; FAX/PH. NO.:</b>	



**INTEGRITY PACT TO BE EXECUTED FOR HIGH VALUE ORDERS**

1. IN FORMAT ENCLOSED.
2. IN NON – JUDICIAL STAMP PAPER OF VALUE RS. 110/-.
3. TO BE EXECUTED BY PERSON WITH APPROPRIATE AUTHORITY.

**INTEGRITY PACT**

Between M/s. Garden Reach Shipbuilders & Engineers Limited (GRSE) hereinafter referred to as "The Principal"

and

..... hereinafter referred to as "the Bidder / Contractor" The Principal intends to award, under laid down organizational procedures, contract for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Capital Bidder(s)/ or Contractors(s).

In order to achieve these goals, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principals mentioned above.

**Section 1 - Commitments of the Principal**

[1] The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept for self or third person, any material or immaterial benefit which the person is not legally entitled to.

b. The Principal will, during the tender process treat all Bidder(s) with equity and reason.

The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

c. The principal will exclude from the process all known prejudiced persons

[2] If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.



## **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

[1] The Bidder(s) /Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict

Competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the Bidder(s) /Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) /Contractor(s). Further as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only, copy of the "Guidelines on Indian agent of foreign Supplier" is annexed and marked as annex.

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

[2] The Bidder(s)/ Contractor {s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

## **Section 3 – Disqualification from tender process and exclusion from future contracts.**

If the Bidder(s)/Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) /Contractor(s) from the tender process or take action as per the extant procedure of the company.

#### **Section 4 – Compensation for Damages.**

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to section 3, the Principal is entitled to demand and recover the damages equivalent to Bid Security.
- (2) If the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

#### **Section 5, - Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealing".

#### **Section 6 - Equal treatment of all Bidders I Contractors / Sub-contractors.**

- (1) The Bidder(s) /Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Sub-contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### **Section 7 – Criminal charges against violating Bidder(s) Contractor(s)/ Subcontractor (s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

#### **Section 8 – Independent External Monitor /Monitors**

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and perform his functions neutrally and independently. He reports to the Chairman GRSE.
- (3) The Bidder(s) /Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the



Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s) /Contractor(s) / Subcontractor(s) with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor, The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Chairman, GRSE within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the GRSE Board.

(8) If the Monitor has reported to the Chairman GRSE a substantiated suspicion of an offence under relevant IPC/PC Act, and the Chairman GRSE has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.

(9) The word '**Monitor**' would include both singular and plural.

### **Section 9 – Pact Duration:**

This pact begins when both parties have legally signed it. It expires for the Contractor 18 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairman of GRSE.

### **Section 10 – Other provisions:**

1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal i.e. Kolkata.

2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



**(For & On behalf of the Principal) (For & On behalf of Bidder/Contractor)**  
**(Office Seal) (Office Seal)**

Place.....

Date.....

Witness 1:

(Name & Address) .....

.....

.....

Witness 2:

(Name & Address) .....

.....

.....



**CHECK LIST FOR BILL SUBMISSION/CONTRACTORS**

**CONTRACTOR**

**PARTY CODE**

**BILL NO**

**ORDER NO**

**DATE**

1. BILL IN ORIGINAL PLUS THREE COPIES DULY CERTIFIED WITH JOB NO BY THE DESIGNATED PERSON OF THE PRODUCTION/ORDERING DEPARTMENT– SUBMITTED.
2. ALL BILL MUST BE SUPPORTED BY CONSIGNMENT NOTE INDICATING THE DATE OF RECEIPT OF THE CONSIGNMENT.
3. BANK GUARANTEE, AS REQUIRED BY THE TERMS OF THE ORDER MUST BE SENT TO FINANCE DEPT. IN BANK'S SEALED ENVELOPE.
4. SECURITY DEPOSIT AS PER ORDER SUBMITTED.
6. GST REGISTRATION NO. WHEREVER APPLICABLE, IS MENTIONED IN THE INVOICE.
7. ANY OTHER SPECIFIC DOCUMENTS AS PER ORDER.

**NOTE: TRANSACTION FEE OF Rs. 500.00 FOR FIRST RETURN & RS 1000.00 FOR SUBSEQUENT RETURNS OF THE BILLS WITH INAPPROPRIATE DOCUMENTS WILL BE CHARGED.**

**GUIDELINES FOR SUBMISSION OF BANK GUARANTEE  
FORMAT NO. OS/03/0085**

1. Non- Judicial Stamp Paper – Non Judicial Stamp Paper of Rs. 60/- (Rupees Fifty Only) is to obtained in the name of the banker for execution of the Bank Guarantee. If a single Stamp Paper of Rs. 60/- is not available, Stamp Papers of multiple denominations may be used but the serial nos. or purpose of each Stamp Paper be of consecutive nos. and purchased on the same day. Such Stamp Paper should not be older than one year or the date of purchase Order/Contract whichever is applicable. Stamp Papers obtained in the name of the supplier will not be accepted.
2. Address of the Supplier/Contractor and the executing Bank should be incorporated in full in the Bank Guarantee.
3. Bank Guarantee should be executed by scheduled Banks preferably by Nationalized Banks and should be sent in Banker's sealed envelope directly to Addl. General Manager (Finance), Corporate Finance. M/s Garden Reach Shipbuilders & Engineers Limited 61 Park Unit, Samriddhi Bhavan, 61 Garden Reach Road. Kolkata-700 024 superscribing the word "BANK GUARANTEE".
4. No confirmation of B. G. is required to be obtained from issuing Bank if the B. G. executed by Scheduled/Nationalize Banks is received in Banker's sealed envelope.
5. Banker's confirmation is required in case of Bank Guarantee executed by Non-Scheduled Banks/Co-operative Bank/Regional Private Bank etc. and for those Guarantee, which were not received in the terms of (3) above.
6. The Bank Guarantee should conform strictly in conformity with the terms and Conditions of the order and in GRSE's standard format prescribed against each of the above cases.
7. Expiry date should be the accordance with the requirement of contractual terms and the claim period for preferring the claim should not be less than six months from the date of expiry of any case.
8. Bank Guarantee shall be free from all infirmities and typographical errors/ deletions/ inclusions/riders etc., requires to be authenticated by Bank's signatory with official seal.
9. Issuing Bank should furnish confirmation towards execution of Guarantee immediately on receipt of GRSE's formal letter for same. Confirmation letter should contain GRSE's letter reference requested for and must be in Bank's sealed cover addressed to GRSE.



**FORMAT FOR (Security Deposit)**

In consideration of the **Garden Reach Shipbuilders & Engineers Limited** (hereinafter referred to as the "**Employer**". which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators and assigns) having issued to ..... (**Name of the contractor**) with its Registered/Head Office at ..... (hereinafter referred to as the "Contractor" which expression shall unless excluded by or repugnant to the context or meaning thereof include its successors, administrators, executors and assigns) an order bearing Purchase order No..... dated..... and the same having been unequivocally accepted by the contractor resulting in to a Contract between the employer and the contractor for ....., more fully described in the said Purchase Order and the contractor having agreed to provide a Performance Guarantee for faithful performance of all the terms and conditions of the said Purchase Order for a sum equivalent to ..... % (..... percent) of the total value of the said Purchase Order to the buyer, immediately on acceptance of the said Purchase Order or soon thereafter.

We... (Name of the Bank and its branch) having its Head office at ..... (hereinafter referred to as the "Bank" which expression shall unless excluded by or repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay to the buyer merely on demand any or all monies payable by the contractor to the extent of Rs. .... (amount in figures) (Rupees ..... only) as aforesaid at any time up to ..... without any demur, reservation, contest, recourse or protest and / or without any reference to the contractor. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference between the buyer and contractor or any difference and dispute pending before any Court, Tribunal, arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during the currency without previous consent of the buyer and further agrees that the guarantee herein contained shall continue to be enforceable till the buyer discharges this guarantee.

The buyer shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the contract by the contractor. The buyer shall also have the fullest liberty. Without affecting this guarantee, to postpone from time to time the exercise of any power vested in then or of any right, which they might have against tile contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenant, expressly contained or implied in the contract between the buyer arid the contractor or any other course or remedy or security available to the buyer. The Bank shall not be released or discharged of its obligation under these presents by any exercise by the buyer of its liberty with reference to the matters as aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the buyer or any other indulgence shown by the buyer or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the buyer at its option shall be entitled to enforce this guarantee against the Bank as principal debtor, in the first instance without proceeding





**ANNEXURE – X**

**TO BE SUBMITTED IN BIDDER'S LETTER HEAD**

**FORMAT FOR UNDERTAKING/ DECLARATION, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD BLACKLISTING/ BANNED/ISSUE OF TENDER HOLIDAY/ RISK PURCHASE NOTICE**

Ref: GRSE Tender No.

**To**

**Garden Reach Shipbuilders & Engineers Ltd.**

**61 Park Unit,**

**61 Garden Reach Road**

**Kolkata-700024**

We hereby confirm and declare that we M/s. ...., registered office at ..... and factory at .....has not been blacklisted/ de-registered/ debarred/ under tender holiday by any Government Department/ PSU/DPSU for which we have undertaken the works/service during last 5 (five) years ending at ..... Tender closing date.

We are also hereby declare that we have not been issued with any Risk Purchase Notice by Garden Reach Shipbuilders & Engineers Ltd, for non-fulfillment of delivery commitment of similar item/ Service for any project during last 2 years ending on ..... (Tender Closing date)

For: .....

Authorised Signatory.....

Stamp.....

Date.....

Place.....