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गार्डन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड  
Garden Reach Shipbuilders & Engineers Limited  
(भारत सरकार का उपक्रम) (A Govt. of India Undertaking)  
रक्षा मंत्रालय Ministry of Defence

43/46, Garden Reach Road, GRSE Main Unit Kolkata - 700024

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## **SPECIAL TERMS & CONDITIONS**

### **ITEM : PROCUREMENT OF VEGETABLES FOR GRSE'S INDUSTRIAL CANTEENS FOR 2 YEARS ON RATE CONTRACT BASIS.**

#### **E-TENDER NO. PUR/TGD/OT/Canteen Vegetables/N.ET-0779**

1. (i) 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.  
(ii) Offers are invited in two part bid system (techno-commercial bid & price bid) through e-procurement mode where all data sheets are 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 in tech-com bid offer. If so, then offer will be treated as rejected outright.
2. New / Unregistered vendors to submit the following qualification criteria in Part 'A' of the offer otherwise their offer will not qualify for further processing:-
  - (a) Kolkata based bidder having minimum two (02) continuous years of experience in supplying vegetable during preceding five (05) years (i.e. upto 30.06.2019) to canteen/s having strength of minimum 500 diners or above on daily basis. The bidder has to produce at-least two purchase order copies (within last 5 years, i.e. upto 30.06.2019) of supplying grocery and performance certificate from reputed customers having canteen of minimum 500 or above diners on daily basis like (a) any Industrial Canteen, (b) any Govt./Semi Govt. Organization, (c) IT sector, etc.
  - (b) Submission of the constitution and status of the firm.
  - (c) Registration with GOI/PWD/PSU/ and reputed organization, if any.
  - (d) Submission of PAN together with copies of trade license, Xerox copy of GST registration.
  - (e) Copy of Audited Balance Sheet and Audited Profit & Loss Account for last three years and Solvency Certificate from Banker.
  - (f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
3. **TERMS OF PRICE:-**  
The rate quoted must be legible. Quoted Price must be F.O.R. destination/GRSE Kolkata basis. The quoted price must remain absolutely FIRM & FIXED during tenure of the contract period of 2 years i.e. 01.12.2019 – 30.11.2021. You may note that **no price-revision will be considered after submission of the price bid and also during tenure of the contract, after placement of order.**
4. **DETAILS OF NSIC & MSME policy /benefit :-**
  - (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 Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises.
  - (b) Document, Entrepreneurs Memorandum (EM Part-II) for manufacture/supply of concerned equipment/item/materials, must be submitted along with the offer for such purpose to claim the benefit.

- (c) Following facilities/benefits will be given to MSEs :-
- i. Issue of Tender Sets free of cost.
  - ii. Exemption from 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.

- (d) 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 25% of the order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.
- (e) 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 25% of the order value equally, wherever possible.
- (f) In case the MSE is owned by SC/ST owners then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs, wherever possible.
- (g) 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. 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, wherever possible.
- (h) 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.
- (i) All Micro & Small Enterprise are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the techno-commercial bid failing which benefits being accorded to Micro & Small Enterprise will not be extended.
- (j) 3% reservation shall be provided for MSEs owned by women entrepreneurs out of the above reservation as per GOI policy.
- (k) 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, benefits related to SC/ST owned MSE will to be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- (l) GRSE registered vendors who are not registered under single point registration with NSIC are required to submit CPBG.

**(Note: MSE policy is subject to amendment)**

\*\*\* Only 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 alongwith a valid relevant NSIC Single Point Registration Certificate up to its monetary limit.

5. **TENURE OF CONTRACT:-**

The item rate contract shall be valid for minimum 2 years from the date of commencement of the Contract (when/if placed) and this may be suitably extended with mutual concurrence of the supplier and the Purchaser. Under no circumstances any change in the R/C rates shall be entertained by GRSE during R/C period. GRSE Ltd. also fully reserves the right to terminate the contract with one month notice without prejudice and financial implication, when it is deemed fit.

6. **TENDER FEE (Non refundable):- Tender fee will be Rs. 500/- (Five Hundred Only**

) Vendor need to submit tender fees 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 GRSE Main Purchase Department, addressed to Tumpa Gargary Dana, Manager (Purchase) office of Additional General Manager (NCM), New Office Building, 43/46, Garden Reach Road, GRSE Main Unit 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.

7. **EMD (Refundable):- EMD will be Rs. 2,70,000/- (Two Lakhs Seventy 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 GRSE Main Purchase Department addressed to Tumpa Gargary Dana, Manager (Purchase) office of Additional General Manager (NCM), New Office Building, 43/46, Garden Reach Road, GRSE Main Unit 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.

8. 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.

9. **ITEM SPECIFICATION:-** Brief details are shown in the 'Details of Item' as enclosed in ANNEXURE - A (TECHNICAL OFFER).

10. **OVERALL REQUIREMENT:-**

The requirement indicated above is very approximate, and therefore, is subject to fluctuations based on actual requirement & delivery period to the tune of  $\pm 25\%$ . This apart there is every possibility in variation of number of dinners which may further lead to upward or downward revision of required quantities.

11. **ELIGIBILITY CRITERIA:-**

The eligibility criteria for participation in the procurement of Vegetables for GRSE Canteens as below:-

Kolkata based bidder having minimum two (02) continuous years of experience in supplying vegetable during preceding five (05) years (i.e. upto 30.06.2019) to canteen/s having strength of minimum 500 diners or above on daily basis. The bidder has to produce at-least two purchase order copies (within last 5 years, i.e. upto 30.06.2019) of supplying Vegetables and performance certificate from reputed customers having canteen of minimum 500 or above diners on daily basis like (a) any Industrial Canteen, (b) any Govt./Semi Govt. Organization, (c) IT sector, etc.

12. **INSPECTION:-**

Quality & quantity of supply as checked and certified by different GRSE Canteen In-charge, or any official so authorised by the Company shall be considered as final for the purpose of payment.

13. **TERMS OF DELIVERY:-**

The weekly requirement is to be collected by the supplier / supplier's representative from the respective unit canteens well in advance and supply is to be made as per weekly requisition. Delay or non-supply is not acceptable and will lead to risk purchase against which no appeal of vendor will be entertained.

14. **DELIVERY POINT:-**

Addresses of unit are as follows:-

1	Hot Meal Canteen (Main unit), 43/46 Garden Reach Road, Kolkata – 700 024.
2	Tea Canteen (Main unit), 43/46 Garden Reach Road, Kolkata – 700 024.
3	Hot Meal Canteen (FOJ Unit), P-70, Karl Marx Sarani, Kolkata – 700 043.
4	Hot Meal Canteen (RBD Unit), 44, Garden Reach Road, Kolkata – 700 044.
5	Hot Meal Canteen (61 Park Unit), 61, Garden Reach Road, Kolkata – 700 024.
6	Hot Meal Canteen (Taratalla Unit), P-2/2, Taratalla Road, Kolkata – 700 088.
7	Security Mess (Main unit), 43/46 Garden Reach Road, Kolkata – 700 024.

15. **DELIVERY TIME:-**

Before 10:00 AM on working days.

16. **OFFER VALIDITY:-**

All Tenders must remain firm and open for acceptance for **90 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.

17. **CONDITIONAL OFFER:-**

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

18. **PART ORDER:** - Not Applicable.

19. L-1 BIDDER shall be decided on totality basis.

20. **TAX:** -

Percentage of GST & HSN code must be clearly indicated in Techno-Commercial bid.

21. **MODE OF DISPATCH:-**

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

22. **SDBG (SECURITY DEPOSIT BANK GUARANTEE):-**

You will be submit 5% of ordered value as Security Deposit BG as per GRSE format (enclosed) within 10 days after receipt of P.O. from Nationalised Bank. This B.G. will be released to you immediately after execution of order in full. The B.G. will be encashed in case of failure to supply the material in time, or if the progress of mfg. is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice.

23. **PAYMENT TERMS:-**

Monthly 100% payment to be made through ECS/NEFT mode against clear bill supported with GRSE Gate Receipted Challan (Receipt & Acceptance of the item from respective canteen In-charge) within 30 days supported by a PBG 10% of total order value in GRSE Format valid till successfully execution of contract period.

OR

In absence of PBG 10%, monthly 90% payment to be made through ECS/NEFT mode against clear bill supported with GRSE Gate Receipted Challan (Receipt & Acceptance of the item from respective canteen In-charge) and balance 10% to be release after successfully execution of contract period. GRN will be issued only after receipt and acceptance of the item at GRSE.

24. **BILL RAISE / SUBMISSION PROCEDURE:-**  
The supplier shall raise the bill monthly basis and must enclosed a consolidated statement of monthly supply duly certified by concerned canteen In-charge and forward the same to corporate finance with due certification/recommendation of payment. Bill to be submitted monthly basis.
25. **SUBMISSION OF PERFORMANCE BANK GUARANTEE:-** In the event of claiming 100% payment, a Bank Guarantee, in a bank-sealed envelope, for 10% value of order, in GRSE's format on a non-judicial stamp paper of Rs.50/-, valid for full execution of the contract, to be furnished towards Performance Bank Guarantee before claiming of 100% payment. Bank Guarantee to be sent by your Banker in a bank-sealed envelope directly to the following address :- AGM (Finance-SLP), Garden Reach Shipbuilders & Engineers Ltd., 43/46, Garden Reach Road, Kolkata - 700 024 through courier.
26. **RIGHT TO INVOCATION OF BANK GUARANTEE:-**  
GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.
27. **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.
28. **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.
29. **REJECTION:-**  
Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material). Rejected items will have to be removed forthwith from the canteen premises when intimated by canteen officials, otherwise these will be removed at the risk and cost of the supplier.
30. **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.
31. **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.

32. **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.

33. **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.

34. **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 referred to the Chairman & Managing Director ("CMD" in short) of Garden Reach Shipbuilders & Engineers Limited ("GRSE Ltd." in short) for appointment of a sole arbitrator for adjudication of the said disputes or differences, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) The CMD, GRSE Ltd. shall appoint a person, whom he thinks fit and competent, for adjudication of the disputes or differences, as the Sole Arbitrator.
- 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 for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD of GRSE Ltd., the CMD of GRSE Ltd., on an application from either of the parties in this behalf, shall appoint in place of the outgoing Arbitrator, another person whom he thinks fit and competent to adjudicate the said disputes and differences in accordance with law.
- vi) Also in the event an Arbitration award is set aside by a competent court on an application from either party and unless otherwise ordered by the said court, the CMD of GRSE Ltd., on an application from either party, shall appoint a person whom he thinks fit and competent to adjudicate the disputes and differences in accordance with law.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. as shall be decided by the Sole Arbitrator, shall be shared equally by the parties. 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.

35. **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.

36. **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.

37. **COMPLIANCE WITH LAWS:-**

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.

38. 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.

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

40. **SUBMISSION OF DOCUMENTS:-**

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

41. **SUBMISSION OF BILL:-**

Bill to be submitted with GST Invoice alongwith receipted copy of delivery challan, gate stamped receipted copy, clear GR [Goods Receipt Note of GRSE] and along with all relevant documents in a sealed envelope at bill receiving counters, addressed to ordering authority of Garden Reach Shipbuilders & Engineers Ltd., Kolkata.

Please superscribe the following on the top of envelope: -

(ii) Purchase order no.(ii) Vendor Code & (iii) Invoice / Bill no.

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

42. The provisions/Stores/Commodities to be supplied on the basis of Technical bid at the rates specified in the Purchase Order (when placed) must be all weighed or counted as the case may be, in the presence of the Canteen Officials or any Officials so authorised by the Company. Any deficiency in the supply shall forthwith be made good by the suppliers and when any provisions/Stores/Commodities is rejected, the same shall be replaced by corresponding articles of the approved quality within the time to be fixed by the Officials (authorised by the Company) who may otherwise direct such supplies to be obtained or such goods to be purchased as the case may be from other parties at the risk & cost of the suppliers if at default.

43. The suppliers shall not be entitled to assign or sublet the rights and benefits under the contract either in part or in whole.

44. During the subsistence of the contract, the suppliers shall have to maintain an office or a place of business with valid phone numbers and email id where all notices and other papers required to be sent to the suppliers can be promptly and conveniently sent.

45. In case, the suppliers fail or neglect to observe and comply with the terms and conditions of Contract or is found guilty of unsatisfactory supply or any misconduct, the Company may, at its sole discretion terminate the contract forthwith or otherwise take such action as it may deem fit, besides the forfeiture of the Security Deposit, and the supplier shall not be entitled to claim any damage/compensation whatsoever due to or arising out of such termination of the Contract.

46. In the event of any question or dispute arising out of the conditions or any special conditions or in connection with or in any way touching this contract, the decision of GRSE Management shall be final.
47. Every provisions/Stores/Commodities supplied by the suppliers shall be of the best quality in conformity with the specification given in the schedule. The decision of AGM (NCM)/AGM(HR&IR) of the Company on any question arising regarding the quality or description of the provisions/Stores/Commodities will be final and binding upon the parties.
48. All other terms & conditions as per GRSE STACS.

**IMPORTANT NOTE:-**

- I. TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- II. IN CASE IF YOU ARE NOT INTERESTED TO QUOTE, PLEASE REGRET BY RETURN MAIL.
- III. 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)  
Manager (Purchase)  
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