



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, Kolkata - 700 024
< > Home Page :: www.grse.in < > Phone :: (033) 2469 8100 - 13 < >
< > CIN :: L35111WB1934GOI007891 < >

ITEM : PROCUREMENT OF "SAREE WITH BLOUSE PIC FOR FEMALE EMPLOYEE UNIFORM" OF GRSE LTD

SL NO.	Standard Terms & Condition of GRSE Ltd.	Bidders Remarks (Accept / Not Accept)
1	TERMS OF PRICE: The rate quoted must be legible. Quoted Price must be F.O.R. destination / GRSE Kolkata basis. Price quoted should include for proper packing to withstand heavy / Sea / Air / Inland Transit and tropical storage during transit clearing & to be kept firm till execution of order in full.	
2	OFFER VALIDITY:- Offers must remain firm and open for acceptance for 90 days from the date of offer 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.	
3	PART ORDER: - Part order & Part Quantity Not applicable.	
4	L-1 BIDDER shall be decided on totality basis.	
5	Sample is to be submitted alongwith techno-commercial offer for technical evaluation; otherwise offer will be liable for rejection. Sample to be approved from GRSE HR Dept., HR Dept. inspection team before supply the material.	
6	INSPECTION:- Receipt Inspection by AGM(HR & IR) or her authorized officers on the basis of approved sample. & supplier's Guarantee Certificate.	
7	DELIVERY:- Within 30 days or earlier from issue of LOA/PO/Sample approval whichever is later. Vendor's not accepting Delivery Schedule may not be considered for further processing.	
8	TAXES: -Relevant taxes in line with GST i.e. SGST/CGST or IGST to be considered by the bidder.	
9	GUARANTEE PERIOD:- a> The supplied materials are to be guaranteed against manufacturing defects and satisfactory performance for a period of 12 months from the date of receipt of material at GRSE, under normal conditions of storage and a certificate is to be submitted to this effect at the time of delivery. b> Any defect of the supplied material if found during the guarantee period must be replaced free of cost within a period of 07 (seven) days from the date of such reporting.	
10	PAYMENT TERMS: 100% against clear bill supported with GRN, GRSE Gate Receipted Challan through ECS / NEFT mode supported by a PBG of 10% of order value in GRSE PBG Format valid till expiry of Guarantee Period. GRN will be issued only after receipt and acceptance of the item at GRSE by HR dept. OR 90% against clear bill supported with GRN, GRSE Gate Receipted Challan through ECS / NEFT mode and balance 10% after expiry of guarantee period. GRN will be issued only after receipt and acceptance of the item at GRSE by HR dept.	
11	SUBMISSION OF BILL :- Bill to be submitted with GST Invoice alongwith receipted copy of delivery challan, gate stamped receipted copy, clear GRN [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: (i) 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.	
12	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) in case rejected items are not lifted back within 14 days from the date of rejection. Replacement against rejection is to be made by vendor Free of Cost within 14 days of Store's intimation.	
13	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.	
14	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.	
15	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.	

16	<p>ARBITRATION:-</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>viii) The language of the proceeding shall be in English.</p>	
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17	<p>JURISDICTION:-</p> <p>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.</p>	
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