



# Garden Reach Shipbuilders & Engineers Ltd.

( A Government of India Undertaking )  
43/46, Garden Reach Road, Kolkata- 700024.

## INVITATION TO TENDER

Date: 15.07.2010

To

**ENQUIRY NO.**

**DGM (ES) / 141 / TE- 2250 / 10**

Please quote this in all correspondence

**DUE DATE**

**09 .08.2010 at 02:00 PM**

Please quote in duplicate for the following on delivered free to Garden Reach Shipbuilders & Engineers Ltd. or F.O.R. dispatching Station Basis, as per terms/conditions enclosed.

Item No.	Description.	Unit	Quantity
	<p><b>Sub.:</b> Tender Enquiry for design, manufacture, supply &amp; fitting of safety latches on hooks at cranes &amp; hoists of GRSE Main Yard.</p> <p style="text-align: center;"><b><u>DESCRIPTION ATTACHED</u></b></p> <p>NIO.: CC:AGM(H&amp;HOF) – For information please CC: In-Charge (Internal Audit) – Please depute your representative during tender opening. CC: Chief Safety Officer – For information and inspection of samples &amp; also the job after completion. CC: Mtc. Deptt</p>		

**For Garden Reach Shipbuilders & Engineers Ltd**

**( T. S. MUKHERJEE )  
DY. GENERAL MANAGER (ES)**

Enclosure to Tender Enquiry No. DGM (ES) / 141 / TE- 2250 /10 dt.15.07.2010

**TECHNICAL REQUIREMENT**

Tender Enquiry for design, manufacture, supply & fitting of safety latches at cranes & hoists of GRSE Main Yard.

1. The Job involves:

Design, manufacture, supply & fitting of safety latches on hooks of cranes & hoists as per following:-

<b>Sl. No.</b>	<b>Name of Shop</b>	<b>Qty. of each type of hook latch for capacity of crane/hoist hook</b>
1	P. P. Shop	10Ton - 03 nos.
2	Chain Testing Shop	05Ton – 01 no.
3	Machine Shop-I	10Ton – 03 nos. 05Ton – 02 nos.
4	Heavy Structural Shop	10Ton – 02 nos. 05Ton – 01 no.
5	Pipe Shop	05Ton – 02 nos.
6	Building Berth Goliath Crane	10Ton – 02 nos.
7	Wet Basin	10Ton – 02 nos.
8	S.C. Store-II	10Ton – 02 nos. 1Ton – 01 no.
9	Ship Building Shop	40Tons – 03 nos. 30Tons – 03 nos. 10Ton – 05 nos. 05Ton – 04 nos.
10	Dry Dock-I Goliath Cranes	40Tons – 02 nos. 10Ton – 02 nos.
11	ICER	03Ton – 01 no. 02Ton – 01 no.
12	New FAC/LSTL Store	10Ton – 01 no. 05Ton – 01 no. 03Ton – 01 no. 02Ton – 01 no.
13	Paint Shop Pickling Tank	02Ton – 01 no.
14	Security Building Store	05Ton – 01 no.
15	Electric Shop	1.5Ton – 01 no.
16	Pump Division	05Ton – 01 no. 1Ton – 01 no.
17	Quality Assurance	02Ton – 01 no.
18	Machine Shop-II	03Ton – 01 no. 02Ton – 08 nos. 1Ton – 08 nos.

2. All the measurements from the individual crane/hoist hook to be taken by the party at his cost.
3. All safety requirements for manpower deployed by the contractor including safety of the crane shall be ensured by the contractor. All the material tools and tackles etc. must be positively removed after repair/painting work of the crane.

4. Inspection : One sample to be manufactured by the contractor and to be fitted in crane /hoist hook at each shop for trail run. On getting clearance from GRSE, the contractor will manufacture and execute the remaining job.  
Joint inspection will be done by representative of contractor and representative of GRSE after completion of job of each shop.
5. The cranes will be released as per their availability for fitting of latches on the hook and will be taken under completely shutdown.
6. All materials/supply/tools & tackles must be entered through party's separate challans duly endorsed and stamped at Gate Office. Original copies of Gate stamped challans for supply must be attached with the bill for payment.
7. Work to be done within normal working hours of GRSE i.e. 08:00AM to 05:00 PM (01:00 PM on Saturday). However work can be done on Saturday afternoons and Sunday also with prior written permission. No extra charge will be paid by GRSE for that.
8. Contractor must depute one authorized technical supervisor during the works that will also co-ordinate the job with Maintenance Deptt. /Shop concerned and sign all the required papers during the job.
9. The vendor must provide list of same/similar type of job done in last 10 years and documents (like work done certificate/purchase order) for that, Bank solvency certificate (for GRSE non-registered Company) on techno-commercial bid.

In addition to this our general terms & conditions (Annexure-A) as per attach sheet will govern.

(T. S. MUKHERJEE)  
DY. GENERAL MANAGER (ES)

Enclosure to Tender Enquiry No. DGM (ES) / 141 / TE- 2250 /10 dt.15.07.2010

**GENERAL TERMS & CONDITIONS**

1. Procedure for submission of tender:-
  - a) **Sealed** quotation to be sent in Two Part – One for Technical Cum Commercial bid and other for Price Bid in **two separate sealed envelopes**. Those two envelopes to be put in **another envelope** which is also to be in sealed and to be dropped at tender box at **DGM (ES) office**. Name of job and tender enquiry no. with due date of submission must be clearly written on each envelope. (i) Techno-Commercial bid (ii) Price bid must be clearly marked on relevant envelopes. EMD to be accompanied with **techno-commercial bid** only. Please note that **deviation from these and combined bid will cancel the offer**.
  - b) (i) **Earnest Money:-** The EMD of Rs.600.00/- (Six Hundred only) **in the form of Crossed Demand Draft / Bankers Cheque/Pay Order payable at Kolkata** in favour of Garden Reach Shipbuilders & Engineers Ltd., Kolkata from any **Nationalized/schedule** Bank (other than Co-operative Bank) should be **accompanied with Techno-commercial Bid**. Earnest Money in the form of Bank Guarantee is also acceptable. **Without EMD bid will be cancelled**.  
(ii) **Return of EMD:-**
    - (a) EMD of unsuccessful bidder will be returned once order is finalized.
    - (b) EMD of successful bidder will be returned after submission of security deposit towards successful execution of the work.
    - (c) **No** interest will be given on EMD.
    - (d) **SSI units registered under single point registration with NSIC will be exempted from the Earnest Money Deposit. Photo copy of updated valid certificate must be attached for that.**
    - (e) Withdrawal or modification of a bid between the dead line for submission of bid and the expiry of the original period of bid validity (or subsequently extended) may result in **forfeiture of Earnest Money**.
  - c) Delivery days must be clearly indicated in number of working days (Sunday/Holiday excluded) in techno **commercial bid** as per following format:

<b>Name of Shop</b>	<b>No. of working days</b>

**NOTE:** (1) No. of days required for finishing the job for each shop must be given individually and not as a consolidated basis.

(2). Following will not be counted while calculating the number of working days actually taken by the contractor.

(a) Work done on Sundays and Holidays.

(b) Time required by GRSE to give clearance of the sample to be supplied by the party.

(c) Time required by GRSE to release the crane and supply of facilities.

**However GRSE will not give any extra charge/compensation for those.**

d) Price bid to be submitted in the following format:-

Sl. No.	Name of Shop	Qty. of each type of hook latch for crane/hoist hook of capacity	Unit price of each type of hook latch for crane/hoist hook capacity	Total price of hook latch for crane/hoist hook capacity	Total price of crane/hoist hook latches for the shop
1	P. P. Shop	10Ton - 03 nos.			
2	Chain Testing Shop	05Ton – 01 no.			
3	Machine Shop-I	10Ton – 03 nos. 05Ton – 02 nos.			
4	Heavy Structural Shop	10Ton – 02 nos. 05Ton – 01 no.			
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17	Quality Assurance	02Ton – 01 no.			
18	Machine Shop-II	03Ton – 01 no. 02Ton – 08 nos. 1Ton – 08 nos.			

**NOTE:** Price to be quoted as per above format and **not as a lum sum basis.**

e) **Contractor must mention clearly in price bid whether they want Service Tax/Work contract tax or any other Tax / Duty extra from GRSE.**

- f) **Only deviations from the technical requirement and Terms & Conditions of Tender Enquiry is to be projected by the contractor in their bid mentioning serial no. of technical requirement and terms & conditions of tender enquiry. For other terms & conditions it is to be clearly written "All other terms & conditions of T. E. are accepted by us".**
- g) **Contractor must fill up one declaration form related to PF & ESI (Format given) and submit with the techno-commercial bid.**
- h) **Contractor must mention their service tax, VAT, work contract tax, registration no., if any, on techno-commercial job.**

2. **Security Deposit:** - Security Deposit shall consist of two parts:

- a) Guarantee to be submitted at award of work towards successful execution of the job, and
- b) Performance guarantee during guarantee/warranty period.

**Guarantee towards successful execution of awarded work @ 10% of contract amount should be submitted within 28 days from the date of order in the form of Crossed Demand Draft or Bank Guarantee by successful tenderer. GRSE reserve the right to forfeit the security deposit in the event of failure of due performance of the contractors obligation under the contract. This Guarantee should be refunded to the contractor after the entire work has been accepted as completed within specific time and all drawings, documents, manuals has been returned back to the GRSE and also virtual work completion certificate has been issued by appropriate authority and within 14 days of that.**

**c). For performance Guarantee 10% security deposit on final contract value as would be determined on settlement of the final bill will be retained by GRSE as performance guarantee till the expiry of the guarantee period of one year. Such security may also be given in the form of a Performance Bank Guarantee towards retention money for equivalent amount as above by the contractor and the same will be retained till the expiry of the Guarantee period.**

**d). SSI units registered under single point registration with NSIC will be exempted from the Security deposit. Photo copy of updated valid certificate must be attached for that.**

e). No interest will be given on security deposit.

f). GRSE reserve the right to forfeit the security deposit in the event of failure of due performance of the contractors obligation under the contract.

3. **Liquidated Damage:** If there be delay in the execution of work as per terms of the order GRSE shall have the right to recover from the contractor as a penalty @ 1 % of the value of the delayed portion of the order **per week** or part thereof for which the job is delayed subject to a maximum of 10 % of the total value of the order. To realise liquidated damage amount GRSE will have the right to encash/revoke the Security Deposit/Bank Guarantee.

4. **Procedure for submission of Bank Guarantee:** Bank Guarantee must be furnished in **GRSE format** from a **nationalized/schedule Bank** (except Co-operative Bank). Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50.00 which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50.00 is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's format. Any alteration in the writing is required to be should be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in Bankers sealed envelope directly to our Finance Department.

5. **Price for the job:-** Price quoted must be inclusive of charges for design, manufacture, transport, fitting at crane/hoist, supervision and consumables like cotton waste, Gangi cloth, Kerosene/Diesel/petrol, cleaning oil, de-rusting oil/chemical, welding electrode, Oxygen & DA gas, lapping/grinding paste, putty, sealant compound/gasket cement, gasket joint, nut, bolt etc. required for the mentioned jobs.

6. **Validity of Quotation:-** Offer must remain firm and open for acceptance for 6 months from due date of opening of tender.

7. Terms of Price:- Price shall remain firm and final for the total actual duration of the contract period with no escalation whatsoever. Financial and other commercial obligation shall be with contractor in case any GRSE material is required to be taken out of GRSE's premises for necessary reworking.
8. Payment Terms :- (a). **No** advance payment will be given.
- (b) 90% payment will be paid within 30 days (after submission of bill in Finance Department) duly cleared/certified by HR department towards compliance of statutory requirement like payment of PF and ESI. Bill in 4 copies and filled in checklist, work done certificate certified by appropriate authority for satisfactory work, original gate stamped challan copies of supply, proof for payment of PF, ESI to be submitted with the bill at Maintenance Department. 10% will be **deducted** and will be retained as **security deposit for performance guarantee for one year from successful job completion date as mentioned earlier**. Same will be released after expiry of guarantee period.
- However 100% payment can be made if the performance guarantee is given in the form of Bank Guarantee as mentioned earlier. Same will be retained till the expiry of the Guarantee period.
9. Mode of Payment:- Payment will be done through ECS only.
10. Facilities and materials/consumables to be provided by GRSE:-
- Lubricating oil, grease, water, air, electricity, crane, fork lift with operator will be provided by GRSE free of cost.
11. Tools & Tackles:- All tools & tackles, measuring, instrument, bucket, hand gloves, brushes, gas cutting torch & regulator safety appliances (except safety net), welding machine, hand drill/grinder machine, drill, tap, grinding stone, welding cable & gas pipe, grease pump, air hose, chain pulley block, jacks, manila rope to be arranged by the contractor at his cost.
12. Basis of order:- Order will be placed on **lowest quoted** price basis for **hook latch for individual shop** from **technically & commercially accepted** offers. GRSE reserve the right to cancel the total work order without assigning any reason and do not bind themselves to accept the lowest or any tender or to assign any reason thereof.
13. Force Majeure : Standard Force Majeure condition at the contractor's own work/establishment shall only be accepted. However, the failure of the Subcontractors of the vendor's shall not be accepted as a Force Majeure condition. Vendor is to be submit relevant proof / document well in time to GRSE to inform F. M. condition.
14. Arbitration :
- a) 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 the order, the same shall be referred to the Chairman & Managing Director (CMD in short) or the Managing Director (MD in short), as the case may be of Garden Reach Shipbuilders & Engineers Ltd., (GRSE Ltd. in short) for adjudication of the said disputes or difference, as Sole, Arbitrator, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- b) The CMD or MD, GRSE Ltd. if he so desires, may nominate/appoint another officer of GRSE Ltd. or a person, whom he thinks fit and competent, for adjudication of the disputes or difference, referred to him as the Sole Arbitrator.
- c) 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.
- d) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.

- e) In the event of the death or resignation for any reason whatsoever of the said Sole Arbitrator, appointed by the said CMD or MD of GRSE Ltd., the CMD & MD of GRSE Ltd. on an application from either of the parties in this behalf, shall act himself as the Sole Arbitrator or nominate / appoint, in place of the outgoing Arbitrator, another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the said disputes and difference in accordance with law.
- f) Also in the event of 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 or MD of GRSE Ltd., on an application from either party, shall himself act as Sole Arbitrator or nominate/appoint another officer of GRSE Ltd. or a person whom he thinks fit and competent to adjudicate the disputes and difference in accordance with law.
- g) 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, unless otherwise decided by the parties or by the Sole Arbitrator himself, shall be the premises of Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata-700 024.
15. Idle time compensation:- GRSE will not entertain any claim from the contractor for any idle time compensation.
16. Employment of GRSE officer by the contractor:- During the pendency of the order, the contractor shall not employ any officer of GRSE without GRSE's written consent. GRSE reserves the right to terminate the order in case of breach of this stipulation.
17. Fire Prevention : The contractor shall take all reasonable precautions to prevent fire of any nature in the general vicinity of his operations and shall be held responsible for all damages from fire directly or indirectly for his own activities or his employees.
18. Accommodation:- No living accommodation inside GRSE premises will be allowed.
19. Safety measures:- Safety measures, such as safety helmet, goggles etc to be used by the contractor as applicable.
20. Damage of GRSE Property:- The contractor will be responsible for any damage caused by him to GRSE property arising out of his executing this work.
21. Cancellation of Order & Risk Purchase:- GRSE reserves the right to cancel the work order in case of poor workmanship/progress of work and get the work done through any other agency at the risk, responsibility and cost of the contractor. Any extra cost incurred in getting the job done from alternative source will be recovered from security deposit and if the value of job/service under risk purchase exceeds the amount of security deposit, the same may be recovered ,if necessary, by other means. Also those will affect your further business with GRSE.
22. Jurisdiction:- All disputes arising out of the contract if required to be referred to a court of law, jurisdiction of the case would be under Kolkata Court irrespective of the location of the Vendor.
23. Security Regulation:- The contractor will have to abide by the security regulation of GRSE for entry and exit for men and material to and from GRSE. Photo passes in approved proforma are to be arranged for men working more than two weeks at a time.

24. Secrecy clause:- (a) "No information in respect of contracts/orders shall be released to the national or international media or any one not directly involved in its execution without the express written approval of the Integrated Headquarters, MOD (Navy) [DND/DSP]".  
(b) All information given to the contractor 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 order are the property of GRSE and shall not be used for any other purpose except for the execution of order. Any information / drawings 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 and not misused, used in any other form whatsoever without GRSE's prior consent in writing except to the extent required for the execution of the order. The contractor has to give an undertaking in favour of G.R.S.E. 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 G.R.S.E. in this respect.
25. Compliance with Laws:- Vendor is warranted that all service and goods purchased against the order shall conform with all applicable city, states and central laws, Ordinance & Regulations. Further, Vendor shall indemnify / defend / relieve GRSE harmless from loss, cost of damage, by reason or any actual or alleged violation thereof.
26. GRSE's Liability for Workmen's compensation: - GRSE **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.
27. Extra claim by the contractor :- The submission of tender by the bidder implies that he/she has made himself / herself aware of the scope of work to be performed, local conditions and other factors which may have a bearing on the execution of work. After acceptance of contract, GRSE will not entertain any extra claim for any reason whatsoever in case the bidder has found latter to misjudge site condition and requirements.
28. Presence of contractor during opening of tender:- The contractor may send his representative during opening of tender at DGM (ES)'s office on 09.08.2010 at 02:00 PM.

( T. S. MUKHERJEE )  
DY. GENERAL MANAGER (ES)

**DECLARATION FORM REGARDING PF & ESI**

1. I / We hereby declare that our Firm M/s .....  
(Address) ..... ..is  
having / not having own PF and ESI Codes.

a) Firm having PF & ESI Codes Numbers:

- i) PF Code Number
- ii) ESI Code Number

b) Firms not having their own PF & ESI Codes:

(i) "I / We hereby declare that I / we will deduct PF & ESI contribution of our labourers from wages who are deployed on contractual engagement every month and deposit the PF contribution (Employer's & Employees') under code No. WB / 301 (Un-exempted) of GRSE and ESI contributions (Employer's & Employees') Under ESI Code No.41 – 3771 of GRSE in each month and produce duly acknowledge copies of challans by the authorities concerned to the Retainer of GRSE for verification of compliance.

(ii) "We also authorize GRSE Ltd. to retain the bills payable to us till we furnish the challan, depositing PF & ESI dues. GRSE is also authorize to deduct all such statutory dues from our bills in case of our continued default in depositing PF & ESI dues and deposit the same with the respective statutory authorities."

2. Our Labour License number / Date is .....  
Labour License is valid up to (Date) .....

3. I / We shall follow the Company's regulation on deployment of contract labour and shall comply with the statutory provisions as envisaged under the CL(R&A) Act 1970 read with Central rules / Jharkhand (Bihar) Rules. The Factories Act 1948, West Bengal Factories Rules 1958, Bihar Factory Rules, 1950, EPF (MP) Act 1948 and Minimum Wages Act and the Rules there under as applicable including payment of contributions (Employer & Employees) in respect of each of our workmen.

Place: \_\_\_\_\_ Signature of the Proprietor \_\_\_\_\_

Date \_\_\_\_\_ Name of the Proprietor \_\_\_\_\_

Stamp / Seal of the Firm \_\_\_\_\_