



Garden Reach Shipbuilders & Engineers Limited

43/46, Garden Reach Road

Kolkata - 700 024

Ph : 2469 8100 (13 Lines)

Fax :: +91 33 2489 3591 & 2469 2020 / 8150

INVITATION TO TENDER

QS/03/0002

Tender No. : PRESS/PUR/TG/VIDEO CONFERENCING SYSTEM /08-09/53 Date : 09-03-2009

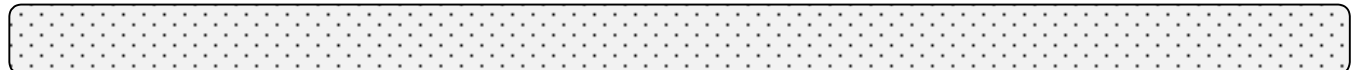
Due Date : 28.04.09 at 10-00 HRs

M/s. _____

(Fax : _____)

Dear Sirs,

Please quote in **Three Part Bid** for the following on delivered free to Garden Reach Shipbuilders & Engineers Ltd. basis, as per terms/conditions enclosed.



(NP-1077/CDO/61 Park)		
1.	Supply and installation of Internet Based Video conferencing System as per SOTR (Annexure- I).	2 Lots

1) New vendor (not registered permanently with GRSE) need to submit following documents alongwith techno commercial bid (Part B), without which bid will be treated as incomplete and rejected :-

- Submission of the constitution and status of the firm.
- Registration with GOI/PWD/PSU/and reputed organization, if any.
- Performance of supplier / manufacturer during last 2/3 years with documentary evidence.
- Submission of Sales Tax clearance certificate PAN together with copies of trade license, Registration of VAT/Service Tax/Excise etc.
- Solvency Certificate from bank and copy of audited profit and loss accounts and balance sheet for last three years.
- Name, address, telephone & Fax No. of the bankers and the contact person of the firm.
- Security deposit (int. free) @ 5% of the contract value within two weeks from the date of receipt of order to be submitted by the successful tenderers in the form of cross demand draft / Banker's Cheque or in the form of Bank Guarantee as per GRSE's approved format. SSI units registered with single point registration with NSIC will be exempted from Security Deposit subject to monetary limit to which they are registered with NSIC on submission of valid Registration Certificate from NSIC in this regard.

2. Pre bid Meeting :- A pre bid meeting with all interested bidders at a time as per clause 12(b) of technical spec. will be arranged on 7th April'09 at 11 A.M at Central Design Office, meeting room, 1st floor, Garden Reach Shipbuilders And Engineering Ltd., 61 Garden Reach Road Kolkata – 700 024.and all the interested suppliers to call on Mr. Alok Sen, Manager (D)(L & W) Phone No. 0332469-8140/41/42 (Extn. 423 & 427) on 7th April'09 at 11 A.M at our CDO at 61, park unit (Fax No. 2469 8144). Interested bidders who have queries on our technical SOTR may like to send their query sheet in advance per fax to Mr. Alok Sen, Manager(D)(L & W).

NOTES:

Enclosure :- SOTR vide Annexure – I including appendix A & B (8 Pages)

General Terms & Conditions as per Annexure – II (2 Pages)

Amplification of commercial terms vide Annexure – III (2 Pages)

Format for EMD, Bank Guarantee (2 Pages),

Contd...P/2

Tender No. : PRESS/PUR/TG/VIDEO CONFERENCING SYSTEM /08-09/53 Date : 09-03-2009

3) **Scope of Work of Vendor** :- Supply, installation and commissioning of all materials strictly as per SOTR complying with all technical requirement and documentation and inspection formalities within contractual execution schedule of order.

4) **Guarantee** :- 12 months from date of commissioning duly certified by our inspection authority. Guarantee Certificate should accompany supply / challan.

5) **3 Part Bid** : Offer (in **sealed envelope**) superscribing the tender no., date & due date must be submitted in **three part bid system** i.e. each part of bid in each sealed separate envelope duly identified without opening from outside marking and all three sealed envelopes to be put in one big envelope superscribed with tender No. due date etc.

Part A :- EMD & tender fee :

Earnest money of Rs. 12,000/- (interest free) is to be submitted in the form of cross demand draft / Banker's Cheque or in the form of Bank Guarantee (as per format attached with tender document on N.J stamp paper of Rs. 50/-) issued by any schedule bank other than Co-operative bank to be furnished. Offers without EMD will be considered as non-responsive & rejected.

SSI units registered under single point registration with NSIC for related items will be exempted from submission of EMD. In that case, supplier has to submit copy of valid NSIC certificate.

EMD will be refunded to unsuccessful tenderers within 30 days of the date of finalization of order. Tender fee of Rs. 500/- also need to be submitted by vendors who downloaded this tender from website. Tender fee to be submitted by banker's cheque or DD as per note 14.

Part B :- Technical & Commercial Bid : It must be submitted **in duplicate** containing the following :-

- a) Technical Bid with sketch / catalogue of the items quoted by vendor.
- b) Detailed scope of work of vendor.
- c) Deviation Lists, if any, on technical points w.r.t. SOTR.
- d) A copy of **Price Bid detailing the item without mentioning the price** (for verification of content).
- e) Acceptance of GRSE Standard Terms and Conditions (STAC) as **enclosed**.
- f) Deviation Lists, if any, on commercial terms of the tender.
- g) Amplification of commercial terms vide Annexure III duly filled and signed.
- h) For new vendor, all essential documents as per note 1 of this tender enquiry.

Part C :- Price Bid :- Shall indicate price only for quoted items indicating all taxes/duties to be paid extra & showing calculation for landed cost of item at GRSE Yard. The worked out total cost (both in figure as well as words) all inclusive has to be indicated also in price bid.

6) **Delivery** :- Vendor is to confirm earliest delivery schedule in offer. Delay in supply will attract our Standard **LD clause & Risk Purchase clause**. Our requirement is urgent.

7. Security deposit (int. free) @ 5% of the contract value within two weeks from the date of receipt of order needs to be submitted by the successful tenderers in the form of cross demand draft / Banker's Cheque or in the form of Bank Guarantee as per GRSE's approved format. SSI units registered with single point registration with NSIC for relevant tendered items will be exempted from Security Deposit subject to monetary limit to which they are registered with NSIC on submission of valid Registration Certificate from NSIC in this regard. Please also refer clause no. 13 of our STAC enclosed herewith (Annexure – II)

Contd...P/3

Tender No. : PRESS/PUR/TG/VIDEO CONFERENCING SYSTEM /08-09/53 Date : 09-03-2009

- 8) Payment :-** Vide Clause (22) of STAC enclosed herewith.
- 9) L.D. & R.P. Clause :-** For delay in execution of order, L.D. @ ½% per week or part thereof on unexecuted portion of order subject to a max. of 5% of value of P.O. for delayed part will be levied. For failure to execute order as per order schedule, GRSE also reserves the right to buy from alternate source at vendor's risk & cost.
- 10) PBG :** Vide Clause (17) of STAC, PBG will be required. Vendor to confirm acceptance. In absence of PBG, 10% payment will be kept on hold till expiry of guarantee period.
- 11)** Offer should reach our Tender Box in time. Late offer and fax/open offer will not be considered.
- 12) Submission of offer :-** Vendor is requested to drop the gala sealed offers (3 Part Bid) in Tender Box kept in Purchase Deptt. well before due date. Vendor may also depute his rep during tender opening.
- 13) Offer must be valid for 90 days from due date of tender.**
- 14) Tender fees** of Rs. 500/- (non-refundable) is to be paid through Demand Draft or Banker's Cheque of any scheduled Bank other than co-operative Bank payable in Kolkata and to be drawn in favour of M/s. Garden Reach Shipbuilders Engineers Ltd., Kolkata. Tender fee is to be submitted with Part 'A' of offer. GRSE reserve the right to reject offer without tender fees.
- 15)** 'Standard Terms & Conditions (STAC) as applicable is **enclosed.** Vendor is requested to confirm acceptance of STAC in part B of offer.

Yours faithfully,
For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD

(P. BANERJEE)
Dy. MANAGER (PURCHASE)

Tender No. : PRESS/PUR/TG/VIDEO CONFERENCING SYSTEM /08-09/53 Date : 09-03-2009

STATEMENT OF TECHNICAL REQUIREMENT FOR VIDEO CONFERENCING SYSTEM

General

1. CDO, 61 Park and Board Room (Main Work) of GRSE are required to be connected to different Vendors through Video Conferencing System.

Aim Of Video Conferencing System

2. The primary aim is to communicate with various OEMs over Video Conference instantaneously. The system would be based on following requirements:

(a) There would be Video Conferencing Systems installed at the Main Conference Room of CDO, 61 Park and Board Room (Main Works) of GRSE. The other two Meeting Rooms of CDO would also be connected with this System so that Videoconferencing can be done from these rooms if the need arises.

(b) The Video Conferencing Systems installed at the Main Conference Room of CDO, 61 Park and Board Room (Main Works) of GRSE would have each a dial up high speed broadband(1 MBPS to 8 MBPS) with static IP address for communication. The broadband line at the Main Conference Room of CDO would be extended to other two Meeting Rooms using Switch.

(c) In addition, a workstation desktop PC would be required to be setup at Main Conference Room of CDO which would be connected with VC System. The Main Conference Room of CDO, 61 Park and Board Room (Main Works) would have defused light facility for Video Conferencing.

3. The installation of the complete system would require procurement of codec, camera, microphone, computer and LAN peripherals like switches, etc. as per detailed scope of work and technical specifications furnished at Appendix A & B respectively. The Video Conferencing system supplied would be Standard Definition item of Tandberg/ Polycom/ Lifesize make.

4. The Video Conferencing system would have remote control facility and it would be mounted at suitable location with mounting bracket.

Scope of Work.

5. The detailed list of scope of work along with the connectivity diagram is placed at Appendix A to this SOTR.

Specifications of the Equipments.

6. The detailed specifications of the equipments to be supplied are placed at Appendix B to this SOTR.

Performance Responsibility

7. The vendor will have to take full responsibility for the performance of the system and will ensure efficient, effective and secure working of the network.

Network Security

8. The computer at Main Conference Room of CDO would be independent and physically disconnected from the existing network. The data would be transferred from the existing LAN to this computer using removable data storage devices like Pen drive, CD, etc.

9. Exchange of data/information through the network must be carried out in a secured manner. For this purpose all data /information passing through the network will have to be encrypted/decrypted at each end.

10. Environmental conditions : All equipment should be designed for operation under the following environmental conditions.

Operating temperature	: 5 - 40°C
Relative Humidity	: 25% to 80% Non-condensing at 40°C
Acoustic emission	: Less than 40 dB
Pre UPS/CVT Voltage	: 100 to 270 V AC Over 47 – 63 Hz range

11. Inspection

- (a) Inspecting Authority

GRSE Ltd., Kolkata
- (b) Place of Inspection

Any of the Two Locations of GRSE i.e.
61 Park & Main Works
- (c) Type of Inspection

(i) Physical Inspection of deliverables i.e. hardware, software, peripherals and items of site for newness and to rule out any physical damage during transportation on physical delivery at site.

(ii) All software is to be supplied along with certificate of Authenticity by the OEM.

(iii) The network along with all hardwares and softwares will be checked for error free working and performance compliance.
- (iv) Controlling Person at GRSE : Manager (D)(L&W)

12. General Conditions

- (a) All hardware should be supplied with **dust covers** as applicable.
- (b) The equipment being supplied may be changed from those mentioned to equivalent or next higher version provided all the specifications are met and subject to being mutually agreed to. These changes are to be intimated in writing prior to the actual supply. A pre-bid meeting with all suppliers at a time will be called to clear any ambiguity arising out for this purpose.

13. Documentation.

All the hardware components should be supplied with technical documentation, which clearly indicate the specifications to which the hardware has been manufactured or assembled. All software should be accompanied with all the documentation normally supplied by the OEM.

14. Delivery/ Installation/ Acceptance Schedule.

The complete scope of supply along with relevant documents and manuals must be delivered, installed, commissioned and accepted **not later than 5 weeks from the date of issue of the supply order.** Detailed schedule of delivery, installation trials completion and acceptance will be mutually decided prior to placement of the order. Delivery of an item is defined as physical handing over of an item at the site that conforms to the specifications as per the order. Any deviations to the specifications have to be mutually agreed in writing. The project will be considered completed only after the performance of the entire set up is accepted. Between delivery and installation, the physical custody of the item at site will be with the consignee.

15. Testing/ trials and acceptance. The trials of the system as a whole will be conducted to ensure the normal functioning of the system in various modes of operation the system is expected to function.

16. Warranty/Guarantee against defects.

The components of hardware and software, VC equipment supplied against the order shall be guaranteed to be free from defects due to workmanship and material. The period of the warranty commences from the date of final acceptance of the entire system after installation (not the actual delivery/acceptance of individual components which may be earlier) and is for 12 calendar months. The warranty on hardware will be onsite. Any component of the system, which proves to be defective during this period, shall be repaired/replaced by the supplier free of cost at the consignee's premises. To & fro freight charges for the defective equipment/spares will have to be borne by the supplier. During this period, the response time on registering a complaint should not **exceed 2 working hours** and the down time at a single instance should not be more than 6 hours (including non-working hours). Standby equipment is to be provided if the equipment cannot be repaired **within 24 hrs.**

17. Completion Stages.

The Project will be completed in 02 stages, details of which are placed at Appendix A.

18. Training on Software and Hardware.

Suitable training on the operating system, network software, specialized software and hardware will be imparted to the Shipyard personnel by the supplier for the smooth functioning of the system.

19. Annual Maintenance on expiry of Warranty.

The entire system would be under AMC after expiry of warranty. In this regard, the Firm would have to provide rate for onsite AMC of above mentioned items with the offer.

Appendix -A

SCOPE OF WORK

1. The Scope of work for installation of the complete facility to establish Video Conferencing is explained in the succeeding paragraphs.
2. Installation of two in nos. Video Conferencing equipments along with broadband devices at Main Conference Room of CDO, 61 Park and Board Room (Main Works) of GRSE as per specifications provided at Appendix B.
 - (a) The shipyard would be connected to the Vendors in their respective cities using a dedicated 1 MBPS broadband line.
 - (b) Two dedicated 1 MBPS broadband connections with static IP address, one at 61 Park, and one at GRSE Main to be setup. The broadband line at the Main Conference Room of CDO would be extended to other two Meeting Rooms using Switch. One workstation desktop PC to be setup at 61 Park.
 - (c) The workstation PC at CDO, 61 Park to be installed as a stand alone LAN ensuring no interference (physical or otherwise) with the existing LAN.

Proving the System

3. Vendor will have to prove the bandwidth at the time of commissioning as well as at random intervals as and when required by GRSE, in the form of authenticated reports generated through appropriate measuring device.

Time Frame

4. The VC System has to be installed and commissioned within **5 weeks** of the issue of supply order. The Vendor would have to provide the support of the network and all equipments supplied by him for a minimum period of five years from the end of warranty. The network would be completed in the following two stages;
 - (a) **Stage I:** Network setups at CDO, 61 Park and Board Room (Main Works) of GRSE would include the following:
 - (i) Setting up broadband line with static IP at Main Conference Room of CDO, 61 Park and Board Room (Main Works). Two Meeting Rooms of CDO would be connected with Main Conference Room through broadband line using switch.
 - (ii) Setting up computer with all software at Main Conference Room of CDO, 61 Park.
 - (b) **Stage II:** Video Conferencing System setup would include the following:
 - (i) Setting up defused lights at Main Conference Room of CDO, 61 Park and Board Room (Main Works).
 - (ii) Setting up Videoconferencing equipments at Main Conference Room of CDO, 61 Park and Board Room (Main Works).
 - (iii) Setting up of network authentication and transfer of data, video and mail over broadband network.

Appendix-A

Deliverables

5. Items that are required to be delivered by the System Provider at GRSE are listed out in the succeeding paragraphs.

(a) Bill Of Materials

Sl.	Item	Code No	Qty	Remarks
1.0	Videoconferencing equipment			
1.1	Videoconferencing equipment comprising of: - Codec - Camera - Microphone and other accesories		2 sets	Refer Appendix-B for Technical Specification
2.0	Defused Light			
2.1	Defused Light (36 Watt CFL Lamp) with fittings		12 sets	
3.0	Workstation Desktop PC			
3.1	Workstation Desktop PC alongwith application software(MS Office),Norton Anti-virus of latest version and 'DEVICELOK' software.		1 No	Refer Appendix-B for Technical Specification
4.0	NETWORK			
4.1	Moduler Switch with 8x 10/100 port + 2x 10/100/1000 port for uplink(Cisco/3-com/Nortel make)		1 set	
4.2	Passive Components (D-Link/ AT&T make) comprising: - CAT 6E UTP Cable - UTP Cat 6 Information Outlet (Single) with surface CAT 6E Surface Mount Box - RJ-45 Connector		2 Box 6 Nos 12 Nos	
5.0	Dedicated 1 MBPS Broadband with static IP		2 Sets	
6.0	Installation Materials		2 Sets	
7.0	System cables & Cable assemblies.		2 Sets	
8.0	System Accessories viz. Connectors, chords, Adaptors		2 Sets	
9.0	Documentation		2 Sets	

For Passive Network Devices as mentioned above, the quantities indicated are estimated figures, and supply of these items will have to be made so as to be commensurate with actual requirement.

All softwares should be of latest version and during warranty/AMC period all the upgrades and updates of the software to be provided free of cost.

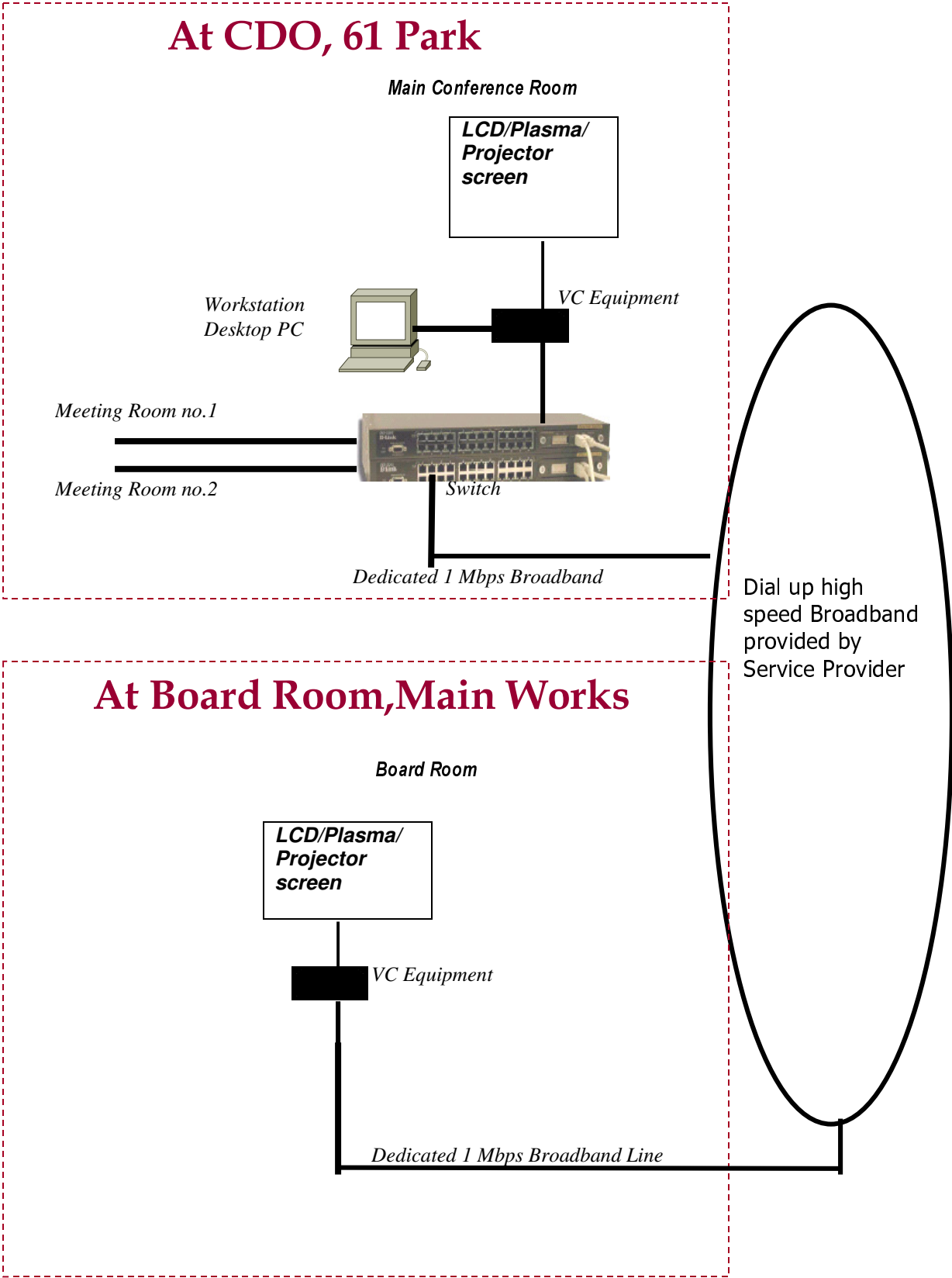
(b) Connectivity

Dedicated 1 MBPS Broadband line with static IP each at Main Conference Room of CDO, 61 Park and Board Room (Main Works).

One-time charges will be paid for installation of above item. Recurring Charges for above items will be paid on **at-actual** basis by GRSE.

Appendix A

Diagram Showing Network Connectivity of Video Conferencing System Between Shipyard & Vendor



Specification for Video conferencing system.

Features	Specifications
Video	
Video Standards & Protocols	H.261,H.263 ++,H.264
	People+Content/H.239
	H.263 and H.264 Video Error Concealment
People Video Resolution	30 fps at 56 Kbps-768 Kbps
	Full screen Video for NTSC/PAL applications
	Choice of 4:3 or 16:9 display aspect ratios
Content Video Resolution	XGA (1024X768), SVGA (800X600), VGA (640X480)
Audio	
Audio Standards & Protocols	G.722, G.722.1, G.722.1C, G.711, G.728, G.729A
	Automatic Gain control and Noise Reduction
	Audio Error Concealment
	Instant Adaptation Echo Cancellation
Other ITU Supported Standards	
	H.221 communications
	H.224/H.281/H.323 Annex Q far-end camera control
	H.225, H.245, H.241
	H.231 in multipoint call
	H.243 chair control
	H.460.18/.19 NAT/firewall traversal
Network	
	H.320 -Upto 512 Kbps
	H.323 upto 768 Kbps
	iPriority for QoS
User Interfaces and Features	
	Wireless IR remote control
	Electronic PTZ camera
	LCD, Plasma, PC and Projector connectivity support
	Conference on Demand
	Directory Services
	System Management- Web based, SNMP
	API support
	Auto SPID detection and line number configuration
Security	
	Secure web [HTTPS]
	Secure TLS in web, Telnet, FTP
	Security mode
	Secure Password Authentication
	Embedded AES FIPS 197, H.235V3 and H.233/234
	Video overlays

Specification for Workstation Desktop PC (IBM/COMPAQ/HCL /HP make) :

- Core 2 Duo, 2.66 GHz,7300
- Original Intel Motherboard
- 512 KB L1 & 3 MB L2 CACHE
- 2 GB RAM with provision for future growth
- 250 GB SATA HDD
- Integrated 1024x768 non-interlaced AGP, 256 MB VRAM
- 17" TFT monitor
- 52X CD ROM/DVD Writer/DVD ROM
- Multimedia kit
- 10/100 MBPS LAN card
- 104 keys Windows compatible Keyboard
- 2 Button scroll Mouse with pad
- Operating system: Windows XP Professional

FORMAT OF BANK GUARANTEE TOWARDS EARNEST MONEY

GUARANTEE BOND

(To be used by all scheduled Banks)

In consideration of M/s. Garden Reach Shipbuilders & Engineers Limited, 43/36, Garden Reach Road, Calcutta - 700 024 (hereinafter called "the Buyer") having agreed to exempt M/s.(hereinafter called "the Party") from the demand, under the terms and conditions contained in the Tender No. dated..... (hereinafter called "the said ") of Security Deposit for the due fulfillment by the said Party's of the terms and conditions contained in the said Tender, on production of a Bank Guarantee for Rs..... (Rupees..... only) we,..... Bank Limited (hereinafter referred to as "the Bank") do hereby undertake to pay to Buyer an amount not exceeding Rs.against any loss of any breach by the said Party of any of the terms & conditions contained in the said Tender.

2. We,Bank.....do hereby undertake to pay the amounts due and payable under this Guarantee without any demur, merely on a demand from the Buyer stating that the amount claimed is due by way of loss of damage caused, to or would be caused to or suffered by the Buyer by reason of any breach by the said Party of any of the terms of conditions contained in the said Tender or by reason of the Party's failure to perform the said Tender. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.
3. We,Bank Limited further agree to the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Tender/Order and that it shall continue to be enforceable till all the dues of the Buyer under or by virtue of the said Tender/Order have been fully paid and its claims satisfied of discharged or till the Managing Director, Garden Reach Shipbuilders & Engineers Limited, certifies that the terms and conditions of the said Tender/Order have been fully a properly and carried out by the said Party and accordingly discharge the Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before the We shall be discharged from all liability under this Guarantee thereafter.
1. We,Bank Limited further agree with the Buyer that the Buyer shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Tender/Order or to extend time of performance by the said Party from time to time or to postpone for any time or from time to time any of the powers exercisable by the Buyer against the said Party and to forbear or enforce any of the terms and conditions relating to the said Tender/Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Party or for any forbearance, act of omission on the part of the Buyer or any indulgence by the Buyer to the said Party or by any such matter of thing whatsoever which under the law relaying to sureties would but for this provision have effect of so relieving us.

5. We,Bank Limited lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Buyer in writing.
6. Notwithstanding anything contained hereinabove, the liability of the Guarantor under this Guarantee is restricted to Rs.(Rupees.....) and that this Guarantee shall remain enforce until its expiry on the(date), unless a suit or action to enforce a claim under this Guarantee is made against the Guarantee within six months from the aforesaid date of expiry, all the rights of the beneficiary under the said Guarantee shall be forfeited and the Guarantee shall be released and discharged from all liabilities thereof.

for.....Bank Limited.

Dated theday of200

FORMAT FOR CONTRACT PERFORMANCE GUARANTEE

To
Garden Reach Shipbuilders & Engineers Limited
43/46, Garden Reach Road,
Kolkata – 700 024.

Dear Sirs,

In consideration of the Garden Reach Shipbuilders & Engineers Limited (hereinafter referred to as the “Buyer” 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 seller) with its Registered/Head Office at.....(hereinafter referred to as the “Seller” 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 seller resulting in to a Contract between the buyer and the seller for supply of, more fully described in the said Purchase Order and the seller having agreed to provide a Performance Guarantee for faithful performance of all the terms & 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 money payable by the seller to the seller to the extent of Rs.....(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 seller. Any such demand made by the buyer on the Bank shall be conclusive and binding notwithstanding any difference 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 vary the advance or to extend the time for performance of the contract by the seller. 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 them or of any right which they might have against the seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, expressly contained or implied, in the contract between the buyer and the seller or any other course or remedy or security available to the buyer. The Bank shall not be released or discharged of its obligations 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 against the seller and notwithstanding any security or other guarantee that the buyer may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to Rs.....(Rupees.....only) and it shall remain in force up to and include.....and shall be extended from time to time for such period, as may be desired by.....(name of the seller) on whose behalf this guarantee has been given.

Dated this _____ *day of* _____, 2000 *at*

WITNESS

<i>Signature, Name and Office</i>	<i>Signature of Bank's Authorised Signatories with Code No., Name, Designation and Bank Stamp.</i>
-----------------------------------	--



Garden Reach Shipbuilders & Engineers Limited

(A GOVT OF INDIA UNDERTAKING)

43/46 Garden Reach Road, Kolkata – 700024

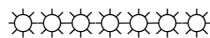
STANDARD TERMS & CONDITIONS OF TENDER

1. Tender must be submitted in your own letter head in a sealed cover. The Enquiry No. and due date must be clearly superscribed on the same.
2. All Tenders must remain firm and open for acceptance for 90 days from the due date.
3. All Tenders submitted by hand should be dropped in the Tender Box kept at the office of AGM (Purchase), GRSE Ltd., 43/46, G. R. Road, Kol-700024 by 10-00 AM of due date latest.
4. No conditional offer will be accepted.
5. In case the Vendor is unable to offer, the Tender may be returned to this Office suitably endorsed.
6. Drawings : If any drawing sent with the Enquiry must be returned where unable to quote.
7. The rate quoted must be legible, written in ink or type written **both in words and figures**. In case of discrepancy, the amount written in word will prevail. Quoted Price must be F.O.R. destination / GRSE 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.
8. Taxes : E.D. / Sales / Service Tax where leviable should be clearly indicated. Excise Duty Gate Pass to be submitted wherever applicable. VAT rate to be mentioned in offer, if VAT is to be paid extra.
9. 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.
10. Secrecy 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 tenderer 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.
11. 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.
12. Specification : All items must conform to Indian Standard Specification wherever applicable.
13. Security Deposit / Bank Guarantee : Security Deposit @5% of order value shall have to be submitted in the form of Bank Guarantee as per GRSE Format within 2 weeks from order. The Bank Guarantee must be valid for 30 days from the installation & commissioning certificate issued by user.
14. Procedure for submission of Bank Guarantee : Bank Guarantee should be executed on the non-judicial stamp paper of Rs.50/- which should be obtained in the name of the executing Banker. In case a single stamp paper of Rs.50/- is not available, stamp paper of multiple denomination is acceptable provided serial no. of such stamp paper are consecutive and are purchased on the same date. Bank Guarantee should be executed strictly as per GRSE's Format. Any alteration in the writing is required to be authenticated by the signatory executing the Bank Guarantee under official seal. B.G. must be submitted in banker's sealed envelope directly to our Corporate Finance Dept.
15. L. D. Clause : All orders are subject to LD @1/2%per week or part thereof on undelivered portion of the order subject to a maximum of 5% of total value of the order for delayed part. To realise L/D amount GRSE will have the right to encash / revoke the Security Deposit / Bank Guarantee as detailed in Clause (13).
16. Risk Purchase : If successful tenderer fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent material from alternative sources at the vendor's risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative source will be recovered from the Security Deposit / Bank Guarantee as referred to Clause (13) and if the value of the materials under risk purchase exceeds, the amount of Security Deposit and / or Bank Guarantee, the same may be recovered if necessary by due legal process.
17. Performance Bank Guarantee : Materials / Equipment to be supplied are guaranteed for free replacement / repairs, against defective design, material, workmanship for a period of 18 months from the date of delivery of final / last / closing consignment or 12 months from the date of commissioning / using, whichever is earlier. A Bank Guarantee covering 10% value of the contract is to be furnished before despatch. Keeping the same valid for the above period from the date of despatch / supply of last consignment GRSE reserves the right to invoke the above Bank Guarantee at any time during its validity period in the event of any breach of terms stipulated in the order.
18. Test / Guarantee Certificate : Manufacturer's Test Certificate is to be submitted alongwith the material. In case T.C. is not made available at the time of despatch, a Guarantee Certificate from the manufacturer has to accompany the material confirming that the material has been manufactured strictly confirming to the specification mentioned in the order.

Contd...2

STANDARD TERMS & CONDITIONS OF TENDER

19. Inspection : All supplies will be subject to GRSE inspection and approval in GRSE Yard. The rejected materials if any, will have to be removed within 14 days from the date of rejection at vendor's expenses. Such rejected stores lie at the supplier's risk from the time of rejection, and if not removed within the specified date the purchaser has the right to dispose off the same. The purchaser shall also be entitled to recover ground rent on their rejected stores after the expiry of the specified date.
20. Order once placed must be completed in full within the stipulated delivery period, unless otherwise specially agreed by the buyer in writing.
21. Right of Invocation of Bank Guarantee : GRSE reserves the right to invoke the Bank Guarantee at any time during its validity period in the event of failure / delay in supply / breakage any sorts of operational complication of ordered materials / breach of any terms of this contract.
22. Payment Terms : 100% through ECS Mode within 30 days of submission of bill with copy of gate stamped challan, commissioning report, GRN and 10% PBG. In absence of PBG, 90% payment can be made & 10% will be retained till guarantee period.
23. Submission of Documents : For late submission of original despatch documents / wrong documentation, demurrage / wharfage charges if incurred, shall be recovered from the supplier.
24. Force Majeure Clause : 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.
25. Delivery : Ordered Materials if delivered at GRSE must be supplied between 09-00 AM to 12-00 Noon and 01-00 PM to 04-00 PM only on full working days and between 09-00 AM to 11-00 AM on half working days. Late supply will not generally be accepted. In case vendor needs way bill for despatch from outstation works, submission of 2 mandatory documents is required – ink signed LR copy & ink signed invoice copy. Way bill cannot be issued in advance.
26. Rejection : Rejection of materials and also the late delivery will affect further business with GRSE.
27. Cancellation of Order : GRSE reserves the right to cancel any order if placed in part / full without assigning any reason and with no financial implication.
28. 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 this tender / agreement / supply order (retain whichever is applicable) 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 differences, as Sole Arbitrator, in accordance with the provisions of 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 differences, 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 or 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 differences 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 the Garden Reach Shipbuilders & Engineers Ltd. located at 43/46, Garden Reach Road, Kolkata-700024.
29. "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.
30. 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.
31. 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.



Garden Reach Shipbuilders & Engineers Ltd.

STANDARD TERMS AND CONDITIONS OF SUPPLY OF
INDIGENOUS MATERIALS / EQUIPMENTS
STACS ACCEPTANCE FORMAT

Tender No. : PRESS/PUR/TG/VIDEO CONFERENCING SYSTEM /08-09/53 Date : 09-03-2009

STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACS CLAUSE NO.	BIDDER'S REMARKS	STACKS CLAUSE NO.	BIDDER'S REMARKS
1		9		17		25	
2		10		18		26	
3		11		19		27	
4		12		20		28	
5		13		21		29	
6		14		22		30	
7		15		23		31	
8		16		24			

COMPANY SEAL.

SIGNATURE

NAME

DESIGNATION.....

COMPANY NAME, ADDRESS & FAX/PH. NO.:

.....

.....

NOTE:

1. Bidders should read the standard terms and conditions(STACS) included in the this acceptance format.

Tender carefully prior to filling up
2. This format should be properly filled signed and returned along with your

technical bid for considering your bid.
3. Please indicate : ACC- For accepted, NO – For not accepted and DEV – For

deviation taken.
4. Separate sheet to be attached for any deviation taken by you.
5. STACS clause numbers shown in the format includes the sub clauses under them also.
6. For GRSE’s registered vendors, Clause 13 of STAC is not applicable against limited tender enquiry & for tender value upto 2 Lacs, PBG vide clause 17 of STAC is also not required. Accordingly payment term at clause 22 of STAC gets modified.