



Garden Reach Shipbuilders & Engineers Ltd.
(A Government of India Undertaking under Ministry of Defence)
43/46 Garden Reach Road, Kolkata 700024, Phone-033 2469 7164, 330/315

TENDER NO.: BBR/OTE/TAX CONSULTANT/3657 DTD. 19.03.2015

Due Date for submission of Bid: 16th April 2015, By 2.00 PM

Bids are invited from Firms / Individuals for appointment as Consultant for different taxes, duties applicable for execution of Turnkey Contract in the state of Odisha for a period of 2 years with the Company for carrying out as per details provided below.

Appointment of Tax Consultant

1. The Consultant (Individual / Firm) should have experience in similar capacity of providing services pertaining to various Taxes, duties towards various state and central Government authorities and statutory bodies regarding execution of Turnkey Projects in Odisha by GRSE **(Detail at B.1).**
2. Individual / Firm personnel must possess relevant subject matter expertise backed by professional qualification viz. CA/CWA/LLB/M.Com. officials having required expertise will also be considered.
3. Proof of experience (Copies of Appointment letter / authorization for undertaking assignment along with related job / responsibilities) should be provided, failing which applications liable to be rejected.
4. Bio-data of personnel / employees employed by the Consultant and proposed to be deployed for discharge of the responsibilities.
5. The Consultant (Individual / Firm) should have valid Income Tax PAN.
6. Please submit your sealed offer addressed to the AGM (Engg-BB) as per the following details/requirements-
 - 6.1 Tender is to submitted in two part bid:-
 - 6.1.1 Techno-Commercial Bid **(Part – I)**
 - 6.1.2 Price-Bid **(Part – II)**
 - 6.2 No deviation in commercial terms and conditions is acceptable.
 - 6.3 Last date of receipt of sealed Tender: **16-04-2015**. The bids will be opened on the same day at 1400 hrs.
 - 6.4 Tenderers are requested to be present on the due date for opening of techno-commercial (Part-I) bid.
 - 6.5 Date of opening of price bid to be notified after conclusion of TNC/CNC meeting and acceptance of techno-commercial offer.
 - 6.6 Any queries/clarification related to scope of work/others will be discussed during Pre-bid discussion meeting scheduled to be held on **03-04-2015** prior to submission of your offer.
 - 6.7 Following documents are to be enclosed with this Tender enquiry: -
 - 6.7.1 Guidelines for submission of offer and Terms & Conditions - Acceptance.
 - 6.7.2 Format of 'Undertaking' to be submitted by the firm.
 - 6.7.3 Price bid: (consolidated fees on monthly basis)

GUIDELINES AND TERMS & CONDITIONS

A. GUIDELINES:

1. Period of contract will be 24 months.
2. All tenders must be filled in the Tender form correctly in blue/black ink. Over-writing should be avoided. All corrections should be clearly scored out and initialed (signed); otherwise tender is liable to be rejected.
3. Tenderers should quote firm fees **on a per month basis**, to be valid till execution of the order. The fees should be all inclusive. Only service tax will be extra.
4. Validity of Price:
 - 4.1 Your price offer should remain valid for a period of 3 months from the due date of opening of tenders.
 - 4.2 The price will remain firm & fixed till complete & satisfactory execution of the entire contract with no escalation applicable, whatsoever.
5. Tenders duly sealed will be submitted by the intending tenderers in the Tender Box specially kept for the purpose at the Office of GM (E), GRSE Ltd, located at 61, Garden Reach Road, Kolkata –700 024. Fax and/or incomplete/ late offer will not be accepted.
6. Canvassing in any form is strictly prohibited and any tenderer found canvassing will be liable to have his/her/its Tender application rejected.

B. SCOPE OF WORK:

1. A small description about GRSE's Agreement with 'RWD' Dept, Govt of Odisha (Koraput, Sambalpur, Sundargarh, Rourkela):

- 1.1 Planning ,designing and construction of 14 nos "Bailey type Portable Steel (galvanized) Bridges " including both side approach road at Koraput district , 23 nos bridges at Sambalpur district,2 nos bridges at Sundargarh district ,5 nos bridges at Rourkela circle and also many other bridges at different districts/circles under Rural Works Department, Odisha as deposit work on a turnkey basis.
- 1.2 The Planning, designing of the project shall be done by GRSE including survey, soil-testing and preparation of Detailed Project Report (DPR) containing all drawing and detailed estimates.
- 1.3 GRSE shall prepare and submit the DPR which shall include soil investigation report, survey particulars, design details, GAD, detail service drawings, prepare detailed estimates of cost of the various items of works on the basis of current schedule of rates of Odisha (wherever applicable) and market rate analysis for items which are not available in State Schedule of rates (to be worked out as per standard methods).
- 1.4 GRSE shall execute the works (civil foundations, structures, steel structures, approach road) at the sanctioned cost inclusive of agency charges.
- 1.5 In case, at execution stage, there is an unavoidable increase in the sanctioned cost, GRSE shall submit the details of the same with supporting documents and justifications to RWD for approval.
- 1.6 GRSE shall be wholly responsible for any defects in the planning and procedures of execution.

- 1.7 GRSE shall be fully responsible for timely completion, quality and structural safety.
- 1.8 GRSE shall, unless otherwise specified, be fully responsible for procurement of all materials and services for the construction activity.
- 1.9 During the various stages of execution, GRSE shall submit monthly progress reports with site photographs.
- 1.10 RWD shall make all the statutory deductions from the running bills such as Sales Tax, Income tax, Royalty, Labour cess and any other taxes, charges as applicable for payment to the local Government or any other statutory body or bodies relating to the project.
- 1.11 Project completion means when the Bridge including both side approach road(s) are complete in all respects along with associated services i.e ready for plying of traffic and are actually handed over to RWD.
- 1.12 This AGREEMENT is subject to the jurisdiction of State of Odisha only.
- 1.13 GRSE shall give their monthly reimbursement bill along with expenditure claim (including agency charges) duly certified by a representative of GRSE for reimbursement of expenditure incurred.
- 1.14 RWD shall release the payment within 15 days of submission of invoices or reimbursement bill by GRSE.
- 1.15 On completion of the work, the accounts of the works shall be closed and a final statement shall be submitted for settlement along with refund of excess deposit received, if any, certified by the concerned Executive Engineer.
- 1.16 GRSE shall be fully responsible for observance of all labour and other laws applicable in the matter and shall indemnify and keep indemnified the RWD against effect of non-observance of any such laws.
- 1.17 The defect liability period of this project shall be 24 months from the completion of the project.

2. GRSE is deploying contractors for executing the jobs as follows:-

- 2.1 DPR consultant will make site survey, soil test, designing, drawing (liaison with different departments at Odisha such as Irrigation, geological survey etc.) and DPR approval from RWD.
- 2.2 Another contractor will be executing civil job such as civil foundations, substructure, wing wall, and abutment, approach road with labour and required materials for construction including any liaison with local bodies.
- 2.3 GRSE will manufacture Bailey Bridges at Kolkata and dispatch the same to respective sites through transporters.
- 2.4 GRSE will deploy one erection contractor to erect the bridges at the required location with bridge components so delivered as above. The security of materials lies with erection contractor since receipt of bridge materials and subsequent erection and handing over and maintenance of 24 months (labour only).
- 2.5 After erection of bridge civil contractor will make the approach road matched with bridge deck for handing over to RWD.

3. Registration, Licenses, Preparation and submission of returns, attending statutory/dispute redressal etc., to different authorities and statutory bodies:
4. Overall compliance of different taxes, duties and other provisions of laws if any.
5. **PAYMENT TERMS:** Payment will be made on **monthly basis** on completion of jobs and on submission of bills.
6. **SECURITY CLAUSE:** The tenderer shall at all times use its reasonable endeavours to keep the GRSE's confidential information confidential and accordingly not disclose any such confidential information to any other person other than the performance of its obligations under the agreement. The tenderer shall indemnify and / or undertake that the confidential information, acquired by it during operation and/or implementation of the contract, shall not be divulged to any other firm and shall continue to apply even after expiry and/or termination of appointment.
All information given to the firm for the execution of the job is to be treated as **CONFIDENTIAL**. The technical information and other related documents shall not be used for any other purpose except for the execution of the subject work. The tenderer is to give an undertaking in favour of GRSE that in the event of any breach of the stated provisions, he would make good of any loss / cost / damage /any other claim whatsoever suffered by GRSE or preferred by anybody to GRSE in this respect subject to giving full opportunity to the firm to defend.
7. **RISK PURCHASE CLAUSE:** If the monthly jobs are not completed within the stipulated period, GRSE reserves the right to terminate the contract and to get the order completed from alternate sources at the firm's risk, responsibility and cost. Extra cost incurred in the process of termination and getting the job done from alternative source, will be recovered from the firm or be recovered if necessary by due legal process.
8. **ARBITRATION CLAUSE:**
 - 8.1 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 ('C & MD' in short) 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 the Arbitration and Conciliation Act, 1996.
 - 8.2 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.
 - 8.3 Such arbitration shall, in all respects, be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder or any statutory modification or re-enactment thereof for the time being in force.
 - 8.4 The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
 - 8.5 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.
 - 8.6 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 differences in accordance with law.

- 8.7 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.
- 8.8 The venue of arbitration shall be GRSE (Main Unit), Kolkata.
9. **JURISDICTION:** Litigation, if any, pertaining to the contract will come under the Jurisdiction of High Court, Kolkata.
10. **VENDOR REGISTRATION:** The bidders, if registered with the vendor registration cell of GRSE, have to indicate 5 digit Supplier's code. Others who are not registered vendor of GRSE, have to get registered if selected.

Thanking you,

Yours faithfully,

P.Kundu
AGM (E/BB)
For Garden Reach Shipbuilders & Engineers Ltd.

UNDERTAKING FORM (TO BE SUBMITTED ALONG WITH THE BID)

TENDER No. BBR/OTE/TAX CONSULTANT/3657 DTD. 19.03.2015

1. I/We hereby Tender for contract documents in respect of job as mention in tender document for appointment of Excise Consultant.

2. I/We agree to commence execution with immediate effect or from subsequent dates as may be fixed up by GRSE.

3. I/We agree to keep my/our offer open for acceptance for a period of eight weeks from the date of opening of this tender.

4. Should this Tender be accepted, I/We hereby agree to abide by and fulfill all the Terms Conditions and Guidelines indicated and the 'Conditions of Contract'.

5. I/We am/are not related to any of the officers of the Company.

Date:

Signature of the Bidder in full

With Rubber Stamp and date

List of enclosure:

Address:-----

Tel No.:

Mobile no.:

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Interested bidder is required to provide the following information: -

1	Name of the Firm	:	
2	Type of Firm	:	Proprietary/ Partnership /Company (Necessary Supportive documents to be provided)
3	Address	:	
4.	Telephone No. /Mobile No.	:	
5.	Name of the Contact Person with Designation	:	
6.	Income Tax/PAN No.	:	
7.	Income Tax acknowledgement / Receipt of submission of I/T returns for last three years.	:	No / Date
8.	VAT Registration No.	:	Issued by
		:	Date
9.	Whether you are Registered for Service Tax. (If yes – please specify)	:	Service Tax Registration No.
		:	Date of Registration
		:	Issued by
10.	Details of ESI Registration (if applicable)	:	ESI Registration
		:	Date of Registration
		:	Local Office Locate at:
		:	Last date of deposit Challan (Xerox copy of Registration & last deposit Challan to be enclosed)
11.	Details of PF Registration (if applicable)	:	PF Registration / Code No. & date (Xerox copy of Registration allotment & last deposit challan to be enclosed)
		:	
13.	Details of experience of operation (Attach separate sheet if necessary)	:	
	Partners	:	
	Qualified Staff	:	
	Semi-qualified	:	
	Staff	:	

Signature

(with seal)

Designation.....

Firms' Name.....

Address.....

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Telephone No./Cell No.....