

Garden Reach Shipbuilders & Engineers Limited DIESEL ENGINE PLANT

(A Govt. of India Undertaking, Ministry of Defence) An ISO 9001-2015 Plant

Plant Plaza Road, Dhurwa, Ranchi - 834 004 CIN L35111WB1934GOI007891

Phone: 240 1428/ 1434 Fax: + (91) 0651-2446895

Website: www.grse.in

NOTICE INVITING TENDER

E-Tender No.: DEP/PUR/BLUE VISSIONE3/M TRAINING/23-24/ET-1998 Dt: 14.08.2023 Tender Closing Date and Time: 24.08.2023 at 12:00 Hrs.

Tender Opening Date and Time: 24.08.2023at 16:00 Hrs.

Sub.: BLUE VISSION E3/M TRAINING AT MTU INDIA, PUNE.

E - Single Tender

- Bid hoisted on Single Vendor Nomination basis i.e. vendor is the OEM.
- 2. Only M/s MTU India Private Limited can participate in this tender.
- 3. Participation other than nominated vendor M/s MTU India Pvt Ltd will be treated as invalid and participation will be rejected during TNC stage.

INSTRUCTION TO BIDDERS:-

1. E-Bid (Techno-Commercial Bid and Price Bid) is invited for BLUE VISSION E3/M TRAINING AT MTU INDIA, PUNE.

Techno-Commercial bid (it must contain only technical & commercial points and should not contain any price. Price bid (containing only price).

- 2. The supply is to be carried out as per Statement Of Technical Requirement in ANNEUXRE-I.
- 3. Queries if any, may be clarified from Purchase DEP, Ranchi prior to submission of offer. Email- minj.vasantsamir@grse.co.in.
- 4. The following documents are to be attached with the techno-commercial bid:
 - i. Certificate of incorporation / registration
 - ii. Valid trade license
 - iii. PAN card
 - iv. GST registration certificate
 - v. MSME certificate, if applicable
 - vi. Latest income tax certificate
- 5. The offer may be rejected outright, if valid documents as mentioned above are not enclosed along with techno-commercial offer. However permanent registered vendors are not required to submit the pre-qualifying documents as mentioned above.
- 6. **E-Mail Address for communication:** Vendor should have a computer with suitable internet connection & e-mail address to enable better communication with various offices of GRSE.
- 7. Last date of submission of Bid / Date of opening of bid is indicated in Tender Document.



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Fax: + (9

- 8. GRSE reserves the right to accept / reject any tender in full or in part without assigning any reason thereof.
- 9. Tender document is available from Website www.grse.in or www.tenders.gov.in or may contact DM (PUR), Diesel Engine Plant, Plant Plaza Road, Dhurwa, and Ranchi-834004 on all working days (except Sundays/Holidays) from 10.30 AM to 12.00 Noon and 1.30 PM to 3.30 PM.

LIST OF ENCLOSURES:-

ANNEXURE I : STATEMENT OF TECHNICAL REQUIREMENT

ANNEXURE II : STANDARD TERMS & CONDITIONS (STAC) OF PURCHASE

ANNEXURE-A : TECHNICAL BID ANNEXURE-B : COMMERCIAL BID

ANNEXURE-C : PRICE BID

ANNEXURE-D : ACCEPTANCE MATRIX

Note: It is mandatory to submit duly filled Annexures A, B, C and D for consideration of the bid. If not complied, the bid may be rejected outright.



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ANNEXURE - I

STATEMENT OF TECHNICAL REQUIREMENT (SOTR)

1. Training requirement:

[A]. BLUE VISSION E3/M TRAINING AT MTU INDIA, PUNE.				
SL NO	JOS Description	UoM	QUANTITY	
1	BLUE VISSION E3/M TRAINING AT MTU INDIA, PUNE FOR 06 PERSONNAL FOR 10 WORKING DAYS.	LOT	01	

2. Inspection Authority: NA

3. Training Schedule: within 30 DAYS after placement of LOA/PO

4. Delivery Terms: NA

5. Certificates: NA

6. **Terms of price:** price (in INR) based on F.O.R DEP Ranchi should be firm and fixed till execution of order in full.

7. Guarantee/warrantee period: NA



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ANNEXURE-II

STANDARD TERMS AND CONDITIONS (STAC)

- 1. The bid must be valid for 90 days from the tender opening date.
- 2. The price quoted for the service/products shall remain firm and fixed till execution of the order in full. The price quoted must be legibly written or type written both in words and figures. Price quoted should include proper packing to withstand air / inland transit, tropical storage during transit clearing.
- 3. Price guoted should be inclusive of all taxes and duties
- 4. GST shall be clearly indicated, separately, both in the commercial and the price bid. However, GST applicable at the time of despatch will be paid by GRSE.
- 5. The price quoted for service shall be FOR, DEP Ranchi Stores.
- 6. Service should be made within SOTR stipulated delivery schedule from the date of placement of Purchase Order/ Letter of Intent. The date of delivery shall be considered the date of receipt at DEP Ranchi Stores.

7. BID SECURITY DECLARATION:

- a) Vendors are not required to submit any EMD/Bid Security in the form of any negotiable instrument against this tender. However, in lieu to that a Bid Security Declaration has to be submitted as per format enclosed at Annexure IV. In case of withdrawal of the bid / fail or refuse to execute the contract / fail or refuse to submit the Security Deposit, punitive action will be taken against the bidder by imposition of tender holiday for a period of 03 (three) years.
- b) MSME/SSI Units registered with govt. designated authority and also those registered under single point registration with NSIC will be exempted from Bid Security Declaration on submission of valid EMII/NSIC single point registration certificate/Udyog Aadhaar Memorandum or Registration certificate, for particular product/service under tender.
- c) Scan the Bid Security Declaration and attach to General Documents part in e-procurement. Non submission / non attachment of Bid Security Declaration or a valid MSME document, whichever applicable, will lead to outright rejection of offer.

8. **SECURITY DEPOSIT (INTEREST FREE):**

- a) Successful bidder will deposit an amount equivalent to 3% of the total contract value, as interest free Security Deposit in the form of Pay Order/D.D duly crossed favouring GRSE Ltd. payable at Ranchi or Bank Guarantee (as per GRSE format V) on any Scheduled Bank other than Co-operative Bank, within 15 days of placement of Purchase Order/LOI, whichever is earlier. Bank Guarantee as per GRSE format towards security deposit will have to be submitted fresh.
- b) SD submitted in the form of BG should be forwarded directly to AGM (I/C-DEP), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi 834004, in Banker's sealed envelope



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- c) SD amount would be released on successful completion of job in all respect duly certified by GRSE. Vendor is to apply for release of their SD which has to be certified by GRSE authorised person. In the event of failure to execute the order satisfactorily or default by the vendor, the security deposit will be forfeited.
- d) Non-submission of Security Deposit within the stipulated time would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of Security Deposit to be submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Vendor/Successful Bidder for which no separate notice shall be issued.
- e) GRSE reserves the right to invoke the above BG at any time during its validity period in the event of any breach of terms stipulated in the order.
- f) Vendors are required to follow the guidelines for submission of BG at Annexure III.
- g) 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, as may be notified from time to time by Directorate of MSME. NSIC document, Entrepreneurs Memorandum (EM Part-II) for service of concerned equipment/item, must be submitted along with the offer for such purpose to claim the benefit.

9. Guarantee / Warranty: NA

10. Performance Bank Guarantee:

- i) Successful bidder will deposit an amount equivalent to 3% of the total contract value, as interest free Performance Bank Guarantee in the form of Bank Guarantee favouring GRSE Ltd., Ranchi on any Scheduled Bank other than Co-operative Bank, within 30 days of receipt of satisfactory ICGRN by the seller. Bank Guarantee as per GRSE format towards PBG will have to be submitted fresh
- ii) PBG submitted in the form of B.G should be forwarded directly to AGM (I/C), GRSE Ltd., Diesel Engine Plant, Plant Plaza Road, Dhurwa, Ranchi 834004, in Banker's sealed envelope PBG to be kept valid till completion warranty period
- Non-submission of PBG within the stipulated time would entitle GRSE to claim interest at SBI Prime Lending rate prevailing at the time of such imposition on the amount of PBG to be submitted from the due date of submission till the date of actual submission of the same. GRSE may recover such interest from the bills of the Contractor/Successful Bidder for which no separate notice shall be issued.
- iv) GRSE reserves the right to invoke the above BG at any time during its validity period in the event of any breach of terms stipulated in the order.

11. Payment Terms:

- i) 90% payment of order value with 100% GST will be paid through ECS/NEFT within 30 days against ink signed invoice supported with GRSE SAP generated SES(Service entry sheet).
- 12. Risk purchase: If successful tender fails to supply material within the stipulated delivery date, GRSE reserves the right to procure same or equivalent materials from alternative sources at the vendors risk, responsibility and cost. Any extra cost incurred in the procurement of the material from alternative sources will be recovered from the successful bidder and if necessary, by due legal process.



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- 13. **Patent right:** GRSE / DEP 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.
- 14. **Demurrage / Wharfage charges:** For late submission of original despatch documents/ wrong documentation, demurrage / wharfage charges, if incurred, from the supplier.
- 15. **Individuality of contract:** This Contract should be treated as an individual contract and should not be related with other orders with GRSE in respect of progress of work or payment.
- 16. **Registration of approved vendor**: The contractor is to confirm whether they are registered with GRSE as approved Vendor and Indicate Supplier's Code (5 digits) and product Code group. If not an approved vendor, provisional vendor registration code is to be taken from GRSE Vendor Registration Cell prior to placement of order.
- 17. **Correction of errors**: Bids determined to be responsive will be checked by the Employer for any arithmetic error. Errors will be corrected by Employer as follows:
- a) Where there is a discrepancy between the rate in figures and in words, the rate in words will govern.
- **18.Compliance with laws:** Vendor is warranted that all goods purchased against the wnquiry 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.
- **19.Secrecy clause:** All information given to the supplier for the execution of the order is to be related as Secret / Confidential. The technical information, drawings, specification and order related document forming part of this enquiry / order are the property of the Purchaser and shall not be used for any other purpose except for execution of the order.

20. Force majeure:

- a. In the event of contractor being unable to fulfil the obligation under the agreement owing to force majeure, such as War, Fire, Earthquake, Flood, Strike, Lockout at GRSE premises where the contractor is working, the party affected shall not be held responsible for any failure or non-performance of the duties and obligations under the agreement, provided that all responsible efforts have been made to overcome the consequences of such failure, or non-performance. The time for performances of the contractual obligation shall then be extended by period not more than the duration of such events.
- b. In the event of Force Majeure condition existing at contractor's site in GRSE Premises or CPT areas for GRSE work, GRSE is to be intimated with details of such happenings and cessations thereof, within 3 days. Force Majeure is to be limited to contractor's site in GRSE/CPT premises for GRSE's work only. Lock out/Closure of contractor's factory premises or office or any other place outside GRSE/CPT/GRSE nominated place as indicated above cannot be considered as a Force Majeure condition under this contract.



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21. **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 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.
- b. 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.
- 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 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.
- f. 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.
- 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 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.
- h. The language of the proceeding shall be in English.
- 22. **Jurisdiction:** Litigation, if any pertaining to this contract will come under the jurisdiction of High Court at Kolkata.



Website: www.grse.in

Date: DD/MM/YYYY

[Put corporate seal as appropriate]

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Annexure-IV FORM FOR BID SECURITY DECLARATION निविदा स्रक्षा घोषणापत्र Date: DD/MM/YYYY Bid Ref: ___ Tender Ref: _____ To M/s. Garden Reach Shipbuilders & Engineers Ltd. 43/46, Garden Reach Road, Kolkata - 700 024 Kind Attn: (Name & Designation of tender issuing officer) Dear Sir / Madam, We the undersigned declare that: We understand that, according to tender conditions, bids must be supported by a bid Security Declaration. We accept that we will automatically be suspended from being eligible for bidding in any contract with M/s. GRSE Ltd. for the period of 03 Years starting from date of opening of price bid, if we are in breach of our obligation(s) under the bid conditions, because we: (a) Have withdrawn our bid after opening of price bid and within the bid validity specified in the tender; or (b) Having been notified of the acceptance of our bid by M/s. GRSE Ltd. during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the security deposit, in accordance with Article XX of tender. We understand this bid security declaration shall expire if we are not the successful bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful bidder; or (ii) twenty-eight days after the expiration of our bid. [Insert signature of authorized representative] [Insert legal capacity of the person signing the declaration] [Insert complete name of person signing the declaration] Duly authorized to sign the bid for and on behalf of [insert complete name of bidder]