

(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 1 of 16

# Notice Inviting Tender[NIT]

To,

M/s. W.B.C.M.P.F.LTD. MOTHER DAIRY

P.O.: DANKUNI COAL COMPLEX RFQ Date 12.05.2021
HOOGHLY – 712310 Contact Person T. Gargary Dana
Telephone No. 033-2469-8110 to 8113

Tele: 033 2335 5617 5612 Extension No. 214

Fax No.:

e-mail: E-mail Gargary.Tumpa@grse.co.in

Telefax

Your vendor number with us:

Send your quotation to :T. Gargary Dana
Manager (Purchase)
Garden Reach Shipbuilders & Engineers Ltd.,
New Office Building, Main Unit.
43/46 Garden Reach Road,
Kolkata – 700 024

Type of Bid
Two Part
Quotation Deadline Date/Tender Opening date
21.06.2021
Due Time
10.00 AM
Open Time

Please quote in duplicate for the following on delivered free to Garden Reach Shipbuilders & Engineers Ltd. or CAF/CIF /F.O.B. despatching station Basis as per terms/conditions enclosed.

10:30AM

Please submit your quotation in wax sealed cover superscribing our reference tender number in 2 part bid system i.e. **Part (A) Techno-commercial Bid in a sealed envelope** and **Part (B) Price Bid in other sealed envelope**. Both the above two sealed envelopes to be submitted in another sealed envelope.

# Tender No. PUR/ST/TGD/F-516/MILK/HR/CANT/02

ITEM: PROCUREMENT OF MOTHER DAIRY MILK FOR GRSE ALL 6 UNITS FOR 2 YEARS [01.08.2021 to 31.07.2023]

Due Date: 21.06.2021 at 10:00 A.M. or on receipts of your offer whichever is earlier.

In case of 2 Parts should be submitted in sealed cover superscribing our reference number stated above and the content therein and all the individual price/techno-commercial bids are to be put together in another sealed cover superscribing above reference, failing which your offer is liable to be rejected.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 2 of 16

# PART - A: TECHNICAL BID.

		TILOTINIC	AL OFFE	<u>(R)</u>					
		ITEM: PROCUREMENT OF MOTHER DAIRY	MILK FOR	RGR	SE ALL	6 UNITS	FOR 2 YEA	ARS.	
		Tender No. PUR/ST/TGD	/F-516/N	ЛLK	/HR/C	ANT/02	2		
		NAME & ADDRESS OF THE BIDDER *							
		DER S REFERENCE NO. & DATE *							
		Γ NO., FAX NO, E-MAIL OF THE BIDDER *			,				
SI.	Indent SI.	Material Description	Oty. Req.	Uo m	HSN/S AC Code *	Name of Suppl y State/ UT	GST (bidder to input only total applicable GST IN %, irrespective of IGST, CGST, SGST or combinatio n of two types of GST)	Technic al Remark s*	Accepted (Yes/No)*
1	10	MAIN – MILK	57,000	L					
		Requirement of Milk in Main unit Tea Canteen for 02 years w.e.f. 02.08.2021 to 01.08.2022: 30000 LITRE 02.08.2022 to 01.08.2023: 27000 LITRE ====================================							
		The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.							
2	20	Requirement of Milk in FOJ unit HMC for 02 years w.e.f. 02.08.2021 to 01.08.2022: 11500 LITRE 02.08.2022 to 01.08.2023: 11000 LITRE ====================================	22,500	L					
3	30	RBD – MILK  Requirement of Milk in RBD unit HMC for 02 years w.e.f.  02.08.2021 to 01.08.2022: 3700 LITRE 02.08.2022 to 01.08.2023: 3300 LITRE	7,000	L					



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 3 of 16

		Total Quantity: 7000 LITPE						
		Total Quantity: 7000 LITRE						
		The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.						
4	40	61 PARK – MILK	20,000	L				
7	40	Requirement of Milk in 61 Park unit HMC for 02 years w.e.f. 02.08.2021 to 01.08.2022: 10000 LITRE 02.08.2022 to 01.08.2023: 10000 LITRE ====================================	20,000	_				
		The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.						
5	50	TU – MILK	4,360	L				
		Requirement of Milk in Taratala unit HMC for 02 years w.e.f. 02.08.2021 to 01.08.2022: 2180 LITRE 02.08.2022 to 01.08.2023: 2180 LITRE						
		Total Quantity: 4360 LITRE						
		The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.						
6	60	TTC - MILK	2,080	L				
		Requirement of Milk in TTC unit HMC for 02 years w.e.f. 02.08.2021 to 01.08.2022: 1040 LITRE 02.08.2022 to 01.08.2023: 1040 LITRE						
		Total Quantity: 2080 LITRE						
		The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.						
Total	Quantity:	:						
Tea ( HMC HMC HMC	Cant. MAIN FOJ: 22! RBD: 70 61 PARK	ximate consumption of Milk for GRSE Canteens from 0 I:57300 LITRE 500 LITRE 000 LITRE : 20000 LITRE LA: 4360 LITRE	02.08.2021	to 01.	08.2023	:		



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 4 of 16

The above projected quantity is tentative and may vary up to (±) 25% depending on actual diners strength.	
Delivery time:	
1. Before 6.00 AM on working days. 2. Quality and quantity of supply will be checked and certified by respective unit canteen-in-charges or their representatives. 3. Bidder's representative needs to be present during delivery and receipt inspection at each point of delivery. 4. Bill for accepted quantity only is to be submitted for payment.	
******************************	
Delivery Points:	
<ol> <li>Tea Canteen (Main unit), 43/46 Garden Reach Road, Kolkata – 700 024.</li> <li>Hot Meal Canteen (FOJ Unit), P-70, Karl Marx Sarani, Kolkata – 700 043.</li> <li>Hot Meal Canteen (RBD Unit), 44, Garden Reach Road, Kolkata – 700 044.</li> <li>Hot Meal Canteen (61 Park Unit), 61, Garden Reach Road, Kolkata – 700 024.</li> <li>Hot Meal Canteen (Taratalla Unit), P-2/2, Taratalla Road, Kolkata – 700 088.</li> <li>TTC Baranagar (GRSE), 5, Dr. RN Tagore Road, Baranagar, 24 Pgs (N), West Bengal-700 056</li> </ol>	
THE MONTHLY REQUIREMENT IS TO BE COLLECTED FROM THE RESPECTIVE UNIT CANTEENS, AS MENTIONED ABOVE WELL IN ADVANCE AND SUPPLY IS TO BE MADE AS PER MONTHLY REQUISITION. NO CHARGES FOR TRANSPORTATION WILL BE BORNE BY GRSE.	
*******************************	
Technical Specification of Milk:	
<ol> <li>Brand: Mother Dairy Calcutta brand SWASTHYA SATHI Double Toned Milk in 500 ml. pouch.</li> <li>Milk should be of good quality and fresh.</li> <li>Milk should have nutritional value, high in protein, carbohydrate, vitamins, minerals, etc.</li> <li>Milk shall be free from dirt, insect and insect fragments, larvae, rodent hairs, or any other foreign particles.</li> <li>Weight: 500 ml. per pouch.</li> <li>Milk to be supplied within one (01) day of manufacturing.</li> <li>Valid FSSAI License number should be printed on Milk packet.</li> <li>The date of manufacturing and expiry to be clearly mentioned on the packet.</li> </ol>	
***********************************	
ELIGIBILITY CRITERIA:	
1. Bidder should have its registered office at Kolkata.	
**************************************	
BILLING PROCEDURE:	
1. The bidder is to submit canteen-wise monthly bill (with supporting GRSE gate-stamped challans, duly certified and verified by respective canteen-in-charges) for the accepted quantity only in triplicate, duly signed and stamped to the respective canteen-in-charges.  2. The submitted bills will be thoroughly checked and processed for payment by respective canteen-in-charges.  3. Anomaly in bills (if any)/non-payment (if any) has to be informed to respective canteen-in-charges within 90 days from the clousre of the contract. Anomaly in bills or non-payment shall not be entertained thereafter.	
*************************************	



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 5 of 16

# OTHER PROVISION:

==========

- 1. The bidder has to perform in effective and efficient manner as per statutory provisions, rules and GRSE policies. Any delay (over 2 hours) from the schedule delivery time / failure of supply in any canteen of GRSE resulting in loss of production and/or IR issue will not be accepted and may attract levy of penalty by way of deduction of upto 15% from the monthly bill by the respective canteen-in-charge.
- 2. GRSE reserves the right to discontinue procurement of the items in all/any of its canteens or to terminate the contract with prior notice of 30 days without assigning any reason. GRSE also reserves its rights to stop procurement of the items for a specific period and/or for temporary period during tenure of the contract without assigning any reason with 72 hours prior notice thereto.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 6 of 16

### **SPECIAL TERMS & CONDITIONS**

### ITEM: PROCUREMENT OF MOTHER DAIRY MILK FOR GRSE ALL 6 UNITS FOR 2 YEARS.

### Tender No. PUR/ST/TGD/F-516/MILK/HR/CANT/02

# 1. INTRODUCTION:-

The items as detailed is meant for our various Tea Canteen/Hot Meal Canteens located in and around our Main Works, Kolkata mentioned at sl.no.(7 &11). The quantity may be change from time to time - which implies change in off-take in the R/C period. Hence, we expect sincere and un-interrupted supply for long-term perspective.

# 2. TERMS OF PRICE:-

The rate quoted must be legible. Quoted Price must be F.O.R. destination/GRSE Kolkata basis. The quoted price must remain absolutely FIRM & FIXED during tenure of the contract 2 years i.e. 01.08.2021 to 01.08.2023. You may note that no price-revision will be considered after submission of the price bid and also during tenure of the contract, after placement of order.

# 3. TENURE OF CONTRACT:-

The rate contract shall be valid for minimum 2 years from the date of commencement of the Contract (when/if placed) and this may be suitably extended with mutual concurrence of the supplier and the Purchaser. Under no circumstances any change in the R/C rates shall be entertained by GRSE during R/C period. GRSE Ltd. also fully reserves the right to terminate the contract with one month notice without prejudice and financial implication, when it is deemed fit

## 4. DETAILS OF NSIC & MSME policy /benefit :-

- (a) This policy for MSEs shall apply to all the MSEs registered with District Industries Centre or Khadi & Village Industries Commission or Khadi & Village Industries Board or Coir Board or National Small Industries Corporation or Dte. Of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises.
- (b) Document, Entrepreneurs Memorandum (EM Part-II) for manufacture/supply of concerned equipment/item/materials, must be submitted along with the offer for such purpose to claim the benefit.
- (c) Following facilities/benefits will be given to MSEs:-
  - (i) Issue of Tender Sets free of cost.
  - (ii) Exemption from payment of Earnest Money Deposit.

Above benefits will also be accorded to the vendors registered with NSIC under a single point vendor registration scheme. 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.

(d) MSEs registered with MSME authority as above, quoting prices within 15% of lowest eligible price bid of other bidder(s) shall be eligible for purchase preference for 25% of the



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 7 of 16

order quantity (subject to order quantity being adequate for this purpose) provided the MSE matches the L1 landed cost at GRSE.

- (e) If it happens that two or more MSEs are within L1 + 15% range, all such MSEs will be given an opportunity to accept the L1 price and to share 25% of the order value equally, wherever possible.
- (f) In case the MSE is owned by SC/ST owners then the enterprise will get a share of 4% of the above 25% exclusively in addition to sharing of equal portion of balance 16% with other non-SC/ST MSEs, wherever possible.
- (g) If more than one MSE owned by SC/ST owners are there in case of a tender, such MSEs will share 16% of the total ordered value equally with other non-SC/ST owned MSEs in addition to equally sharing 4% exclusively reserved for SC/ST owned enterprises. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by the District Authority must be submitted along with the offer, wherever possible.
- (h) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, whether benefit related to SC/ST owned MSE is to be accorded or not shall be notified subsequently pending which no related benefit will be accorded at present.
- (i) All Micro & Small Enterprise are required to declare their Udyog Aadhar Memorandum (UAM) number on the Central Public procurement Portal (CPPP). Documentary evidence of the said declaration is to be submitted along with the technocommercial bid failing which benefits being accorded to Micro & Small Enterprise will not be extended.
- (j) 3% reservation shall be provided for MSEs owned by women entrepreneurs out of the above reservation as per GOI policy.
- (k) It is to be noted by all concerned that in case the participating MSE is a partnership company having one of the partner belonging to SC/ST as above, benefits related to SC/ST owned MSE will to be accorded only if the majority partner [i.e. holding 51% shares or above] is an SC/ST.
- (I) GRSE registered vendors who are not registered under single point registration with NSIC are required to submit CPBG.

(**Note:** MSE policy is subject to amendment)

\*\*\* Only NSIC Single Point registered firms for supplying above mentioned item may be exempted from submitting Tender Fee, EMD & Security Deposit against formal approach in techno-commercial bid alongwith a valid relevant NSIC Single Point Registration Certificate up to its monetary limit.

# 5. TECHNICAL SPECIFICATION OF MILK:-

- Brand: Mother Dairy Calcutta brand Maa Sakthi Pusti Double Toned Milk in 500 ml. pouch.
- ii. Milk should be of good quality and fresh.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

#### Page 8 of 16

- iii. Milk should have nutritional value, high in protein, carbohydrate, vitamins, minerals, etc.
- iv. Milk shall be free from dirt, insect and insect fragments, larvae, rodent hairs, or any other foreign particles.
- v. Weight: 500 ml. per pouch.
- vi. Milk to be supplied within one (01) day of manufacturing.
- vii. Valid FSSAI License number should be printed on Milk packet.
- viii. The date of manufacturing and expiry to be clearly mentioned on the packet.

# 6. SCOPE OF SUPPLY:-

Unit-wise approximate consumption of Milk for GRSE Canteens from 02.08.2021 to 01.08.2023:

	Total quantity	112940	LITRE
6	TTC, Baranagar	2080	LITRE
5	HMC Taratala Unit, P-2/2, Taratala Road, Kol-88	4360	LITRE
4	HMC 61-Park Unit, 61, Garden Reach Road, Kol-24	20000	LITRE
3	HMC RBD Unit, 44, Garden Reach Road, Kol-44	7000	LITRE
2	HMC FOJ Unit, P-70, Karl Marx Sarani, Kol-43	22500	LITRE
1	Tea Cant. Main Unit,43/46, Garden Reach Road, Kol-24	57300	LITRE

- (i) Mother Dairy Calcutta Maa Shakti Pusty (DTM) milk in 500 ml. pouch is required to be supplied on daily basis to all unit canteens of GRSE as mentioned in Para 1 above before 06:00 AM as per requisition raised by respective canteen in-charges.
- (ii) Weekly / Monthly requisitions for the supply of milk will be placed by the respective unit Canteen In-charges or their authorized representatives and supply is to be made by Mother Dairy, Calcutta strictly adhering to the weekly / monthly schedule. In case there is any requirement for bringing about any change in the delivery schedule/timings, the same will be intimated in advance.

#### 7. NOTICE FOR DISCONTINUATION IN SUPPLY OF MILK:-

At least 30 days' prior notice is required from either side in the event of discontinuation. However, GRSE reserves the right to discontinue procurement of DTM variety milk from Mother Dairy Calcutta even earlier than the stated period, if the situation so demands.

### 8. OVERALL REQUIREMENT:-

The above projected quantity is tentative and may vary up to  $(\pm)$  25% depending on actual diners strength.

# 9. TERMS OF DELIVERY:-

The monthly requirement is to be collected by the supplier / supplier's representative from the respective unit canteens well in advance and supply is to be made as per monthly requisition.

# 10. **DELIVERY POINT:-**

1	Tea Canteen (Main unit), 43/46 Garden Reach Road, Kolkata – 700 024.
2	Hot Meal Canteen (FOJ Unit), P-70, Karl Marx Sarani, Kolkata – 700 043.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 9 of 16

3	Hot Meal Canteen (RBD Unit), 44, Garden Reach Road, Kolkata – 700 044.
4	Hot Meal Canteen (61 Park Unit), 61, Garden Reach Road, Kolkata – 700 024.
5	Hot Meal Canteen (Taratalla Unit), P-2/2, Taratalla Road, Kolkata – 700 088.
6	TTC Baranagar (GRSE), 5, Dr. RN Tagore Road, Baranagar, 24 Pgs (N), West Bengal-700 056

### 11. **DELIVERY TIME:-**

Before 06:00 AM on weekdays.

# 12. MAINTENANCE OF SUPPLY RECORDS:-

Mother Dairy Calcutta is required to maintain updated records (date-wise, month-wise and unit-wise) against supply of Mother Dairy DTM milk in different canteens of GRSE.

## 13. SUB CONTRACTING:-

Mother Dairy Calcutta will supply milk directly for our canteens as mentioned above. It is not permitted to assign or sub-contract any person/firm, in any manner whatsoever, for the execution of this contract.

### 14. OFFER VALIDITY:-

All Tenders must remain firm and open for acceptance for **90 days** from the date of tender opening. As a general rule, price negotiation with L-1 vendor(s) will not be entered into as far as possible, unless warranted by unreasonable price quoted in the opinion of GRSE.

# 15. CONDITIONAL OFFER:-

No conditional offer and hard copy of offer will be accepted.

- 16. PART ORDER: Not Applicable.
- 17. L-1 BIDDER shall be decided on totality basis.

# 18. **TAX:** -

Percentage of GST & HSN code must be clearly indicated in Techno-Commercial bid.

# 19. 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.

# 20. GUARANTEE PERIOD:- NOT APPLICABLE

- a> The supplied materials are to be guaranteed against manufacturing/any defects and satisfactory performance till full execution of the order from the date of supply at GRSE.
- a) A certificate to this effect is to be submitted at the time of delivery.
- b) Any defect of the supplied material if found during the guarantee period, must be replaced free of cost within a period of 07 [seven] days from the date of such reporting.

# 21. <u>CERTIFICATE:</u> NOT APPLICABLE



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 10 of 16

- <u>a)</u> Relevant Test Certificate from OEM as per IS specification and Guarantee Certificate to be submitted along with supply of material failing which material might not be accepted.
- b) A copy of the above certificate is to be submitted to the ordering authority for records.

# 22. QUALITY AND INSPECTION:-

Quality and quantity of supply as checked and certified by different unit HR Officers and In-Charge Canteen, Main Unit or their authorized representatives shall be considered as final for the purpose of making payment.

# 23. MODE OF DISPATCH:-

- a) For local supplier:-To be delivered to GRSE at your cost.
- b) <u>For outside supplier:-</u>The items to be dispatched preferably through GRSE nominated transporter on freight paid & door delivery basis. The materials are to be suitably packed to avoid transit damage / pilferage.
- c) Way bill: E-way bill to be arranged by vendor's end.

## 24. SDBG (SECURITY DEPOSIT BANK GUARANTEE):-

You will be submit 5% of ordered value as Security Deposit BG as per GRSE format (enclosed) within 10 days after receipt of P.O. from Nationalised Bank. This B.G. will be released to you immediately after execution of order in full. The B.G. will be encashed in case of failure to supply the material in time, or if the progress of mfg. is found unsatisfactory at any point of time within the contractual delivery date, without giving you any prior notice. NOT APPLICABLE

### 25. PAYMENT TERMS:-

100% payment to be made against clear bill supported with GRSE Gate Receipted Challan (Receipt & Acceptance of the item from respective canteen In-charge) through ECS / EFT within 30 days.

# 26. REJECTION:-

Rejection of materials and also the late delivery will affect further business with GRSE. No claim of payment will be entertained (for rejected material). Rejected items will have to be removed forthwith from the canteen premises when intimated by canteen officials, otherwise these will be removed at the risk and cost of the supplier.

# 27. CANCELLATION OF ORDER / TENDER:-

In the event of progress being poor, GRSE reserve the right to cancel the order/tender without assigning any reasons and no cancellation charges will be paid to the firm on this account.

# 28. 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



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 11 of 16

purchaser has to give an undertaking in favour of GRSE 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 GRSE in this respect.

# 29. 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.

## 30. LIQUIDATED DAMAGE:-

All orders are subject to L.D. @ ½% per week or part thereof on undelivered portion of the order subject to a maximum of 5% of the value of the order for the delayed part. To release L/D amount GRSE will have the right to en cash / revoke the Security Deposit / Bank Guarantee.

# 31. RISK PURCHASE:-

If the materials are not supplied within the stipulated delivery period GRSE reserves the right to procure the same or equivalent material from alternative source at your risk, responsibility & cost.

## 32. ARBITRATION:-

- 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 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.
- 2. 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.
- 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 there under or any statutory modification or re-enactment thereof for the time being in force.
- 4. The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- 5. 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.
- 6. 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.
- 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 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.
- 8. The language of the proceeding shall be in English.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 12 of 16

#### 33. 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.

### 34. FORCE MAJEURE:-

Standard Force Majeure Condition at the supplier's own works / establishment shall only be accepted. The failure of the sub-contractors of the suppliers shall not be accepted as a Force Majeure Condition. Vendor is to submit relevant proof / document well in time to buyer to inform F.M. condition.

# 35. **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.

- 36. 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.
- 37. In case of single part offer, GRSE reserves the right to reject the Technical offer of the bidder not confirming to the tendered requirement.

### 38. SUBMISSION OF DOCUMENTS:-

For late submission of original despatch documents / wrong documentation, demurrage / wharf age charges if incurred, shall be recovered from the supplier.

### 39. SUBMISSION OF BILL:-

Bill to be submitted with GST Invoice alongwith receipted copy of delivery challan, gate stamped receipted copy, clear GR [Goods Receipt Note of GRSE] and along with all relevant documents in a sealed envelope at bill receiving counters, addressed to ordering authority of Garden Reach Shipbuilders & Engineers Ltd., Kolkata.

Please superscribe the following on the top of envelope: -

(ii) Purchase order no.,(ii) Vendor Code & (iii) Invoice / Bill no.

Transaction fee of Rs.500.00 for first return & Rs.1,000.00 for subsequent return of bill with inappropriate documents will be charged.

- 40. All other terms & conditions as per GRSE STACS.
- 41. Offer must be submit two separate bids in your own letter head, in two separate sealed envelopes, indicating tender no., due date, and nature of bid as follows, failing which your offer shall be rejected i.e. <a href="Part (A) Techno-Commercial Bid">Part (B) Price Bid</a> in other sealed envelope. Both the above two sealed envelopes to be submitted in another sealed envelope.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 13 of 16

All tenders should be dropped in the tender box kept at the office of Additional General Manager (NCM), New Office Building, 43/46, Garden Reach Road, GRSE Main Unit Kolkata - 700024 latest by 10:00am of the due date.



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 14 of 16

# PART - B : PRICE BID.

(Vendor is requested to submit their price in this format only)

			<u>ID FORMAT</u>	-					
		ITEM: PROCUREMENT OF MOTHER DAIR					OR 2 YEARS	•	
		Tender No. PUR/ST/TGD/	<u>F-516/MI</u>	LK/H	IR/CA	NT/02			
		NAME & ADDRESS OF THE BIDDER *  IDDER S REFERENCE NO. & DATE *							
	· ·								
SI.	Indent SI. No.	Material Description	Oty. Req.	Uo m	HSN/ SAC Code	Name of Suppl y State/ UT	Basic Price (Per Unit)	GST (bidder to input only total applic able GST IN %, irrespe ctive of IGST, CGST, SGST or combination of two types of GST)	Total Amount
1	10	MAIN – MILK	57,000	L					
2	20	FOJ – MILK	22,500	L					
3	30	RBD – MILK	7,000	L					
4	40	61 PARK – MILK	20,000	L					
5	50	TU – MILK	4,360	L					
6	60	TTC - MILK	2,080	L					



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata - 700 024

Page 15 of 16

# **IMPORTANT NOTE:-**

- 1] Techno-commercial bid will be opened on the due date and time of tender you may present at the time of opening of bid.
- In case if you are not interested to quote, please regret by return mail. 2]
- In case of non-receipt of filled in STACS acceptance format matrix, it would be presumed 3] that you have accepted all our terms & condition as per GRSE "STACS", until & unless deviation is specifically mentioned in offer.

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(T. Gargary Dana) Manager (Purchase)

e-mail: Gargary.Tumpa@grse.co.in

**ജ്ജെ**യുകൾ **End of Document ജെ**ജ്ജെയ്യ



(A Govt. Of India Undertaking, Ministry of Defence) 43/46 Garden Reach Road Kolkata – 700 024

Page 16 of 16

# Page 1 of 1

# ACCEPTANCE FORMAT (MATRIX) OF SPECIAL TERMS & CONDITIONS OF NIT Tender No . PUR/ST/TGD/F-516/MILK/HR/CANT/02 Item : PROCUREMENT OF MOTHER DAIRY MILK FOR GRSE ALL 6 UNITS FOR 2 YEARS [01.08.2021 to 31.07.2023]

STAC CLAUSE NO.	BIDDER'S REMARKS	STAC CLAUSE NO.	BIDDER'S REMARKS	STAC CLAUSE NO.	BIDDER'S REMARKS	STACKS CLAUSE NO.	BIDDER'S REMARKS
1		12		23		34	
2		13		24		35	
3		14		25		36	
4		15		26		37	
5		16		27		38	
6		17		28		39	
7		18		29		40	
8		19		30		41	
9		20		31			
10		21		32			
11		22		33			

# **COMPANY SEAL**

SIGNATURI	E
NAME	
DESIGNATI	ON
COMPANY	NAME, ADDRESS & FAX/PH. NO.:

# NOTE:-

- 1. Bidders should read the standard terms and conditions (STACS) included in the Tender carefully prior to filling up this acceptance format.
- 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.