

### गार्डेन रीच शिपबिल्डर्स एण्ड इंजिनियर्स लिमिटेड Garden Reach Shipbuilders & Engineers Limited (भारत सरकार का उपक्रम) (A Govt. of India Undertaking) रक्षा मंत्रालय Ministry of Defence

43/46 गार्डेन रीच रोड, कोलकाता - 700 024 43/46 Garden Reach Road, KOLKATA – 700 024

email: mtl.eproc@grse.co.in दुरभाष Phone: 033-24893902 फेक्स: FAX: 033-24692020

CIN.

L35111WB1934GOI007891 GST Registration No. 19AAACG9371K1Z4

## शुद्धिपत्र (I): निविदा के जमा तिथि के विस्तार के लिये CORRIGENDUM (I):

- 1. Unarmed-10, instead of Armed.
- 2. Armed-01, instead of Unarmed.
- 3. Effective date and Tenure -1<sup>st</sup> day of April 2024, instead of Nov. 2022.

निविदा के अन्य सभी नियम एवं शर्तों में कोई बदलाव नहीं है. ALL OTHER TERMS & CONDITIONS OF THE TENDER ENQUIRY REMAIN UNALTERED.

(A Govt. of India Undertaking, Under Ministry of Defence) 61, Garden Reach Road, Kolkata – 700 024

Phone :: (033) 2469 8100-8113 Fax No. :: (033) 2469 2020

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### :: NOTICE INVITING TENDER :: LIMITED TENDER

# ITEM: DEPUTATION OF SECURITY PERSONNEL FROM DGR APPROVED AGENCY AT GRSE TARATALA UNIT FOR TWO YEARS.

E-TENDER NO.: SEC/DB/LT/TU/ET-2078

SI no.	Item Description	Qty	Unit
1	DEPLOYMENT OF HS WITHOUTARMS	730	MND
2	DEPLOYMENT OF HS WITHOUTARMS	730	MND
3	DEPLOYMENT OF HS WITHOUTARMS	730	MND
4	DEPLOYMENT OF HS WITHOUTARMS	730	MND
5	DEPLOYMENT OF HS WITHOUTARMS	730	MND
6	DEPLOYMENT OF HS WITHOUTARMS	730	MND
7	DEPLOYMENT OF HS WITHOUTARMS	730	MND
8	DEPLOYMENT OF HS WITHOUTARMS	730	MND
9	DEPLOYMENT OF HS WITHOUTARMS	730	MND
10	DEPLOYMENT OF HS WITHOUTARMS	730	MND
11	DEPLOYMENT OF HS WITH ARMS	730	MND

For GARDEN REACH SHIPBUILDERS & ENGINEERS LTD.

(Mr. Dinabandhu Bhattacharya)
MANAGER (HR-Sec)

(A Govt. of India Undertaking, Under Ministry of Defence) 61, Garden Reach Road, Kolkata – 700 024

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## - TECHNICAL TERMS -

1. SCOPE OF SERVICE: - Refer Attached Annexure: -A

For any clarification please contact -

SI.		Contact Details
1	For any kind of technical specification related quarries	Mr. Dinabandhu Bhattacharya, Mgr (HR-Sec ) E-mail: Bhattacharya.D.B@grse.co.in Mob: 9163361809
2.	For any kind of commercial related quarries	Mr. Sanjay Anand, AGM(HR-Sec) Email : Anand.Sanjay@grse.co.in
3.	For any kind of tender uploading / registration / view problem / quarries	GRSE E-Procurement Cell Email : mtl.eproc@grse.co.in Contact No. : (033) 2489 3902 (Monday to Friday 8:30 AM to 5:00 PM, Saturday 8:30 AM to 12:30 PM)

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### - COMMERCIAL TERMS -

1. Tender must be submitted in system generated data sheet format which is provided through E-Procurement. The mentioned information should be clearly filled up in E-Procurement and upload the same.

#### 2. PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER: -

- a) The 'Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012' and subsequent amendments / guidelines / press publications / circulars to the Order, as issued by the Ministry of MSME, shall be applicable as on the date of opening of the price bids.
- b) The bidders are advised to check the website of the Ministry of MSME for details of the amendments / circulars issued by the Ministry of MSME.
- c) Class A and B items are to be considered as non-divisible within the same class of ships and tender is to be awarded on a single bidder on totality basis unless there is any specific clause in the tender enquiry to indicate divisibility of the tendered quantity.

#### 3. TENDER FEE/EMD: - Nil.

#### 4. <u>DOCUMENTS REQUIRED FORM NEW VENDORS NOT REGISTERED AT GRSE: -</u>

To positively submit the following qualification criteria/document in part "A" bid failing which their offer will not be considered for Tender evaluation: -

- a) The constitution and status of the firm.
- b) Registration with GOI/PWD/PSU/and reputed organization, if any, (to furnish documents)
- c) Experience of supply / manufacture of similar items during last 3 years with documentary evidence such as Purchase Order copies, performance certificate from reputed & established organizations etc.
- d) Submission of Sales Tax clearance certificate, PAN together with copies of trade license, Registration of GST registration.
- e) Banker's solvency Certificate and copy of audited Balance Sheets for last three financial years.
- f) Name, address, telephone & Fax No. of the bankers and the contact person of the firm. Details of Head of Organization and Head of concerned Department are also to be provided.
- g) OEMs or their authorized distributor / dealer or Vendors authorized by OEM can participate in this tender. A valid authorization certificate of OEM has to be enclosed with Part "A "of offer to qualify for participation by an authorized dealer / distributor or Vendors authorized by OEM.
- h) Bidders are required to be Digital Signature Certificate (DSC) compliant for submission of tender through E-PROCUREMENT mode. Further details in this regard are available in our website.

#### 5. **OFFER VALIDITY:**

All Tenders must remain firm and open for acceptance **for 90 days** from the due date. 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. Here DGR Approved Senior Security agency will be preferred as per DGR guideline.

#### 6. **DATE OF COMMENCEMENT:-**

The Contract shall come into effect from the date of signing or issue of LOA/Contract.

#### 7. **CONTRACT PERIOD:-**

The Contract would be valid for an initial period of two year in general. GRSE also reserves the right to extend or shortened the Contract period for the period upto 6 months (from the expiry of original contract) with the same Rate, Terms & Conditions towards consumption of total contracted quantity.

#### 8. **OPTION CLAUSE / QUANTITY ENHANCEMENT**

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GRSE reserves the right to increase or decrease the quantity to be ordered up to 50% of the total ordered quantity during the period of Contract. GRSE also reserves the right to increase the ordered quantity by up to 50% of the contract quantity at the same rate and terms and conditions.

#### 9. **SCOPE OF SERVICE:** Refer Attached Annexure:- A.

#### 10. TERMS OF PRICE: -

Quoted Price shall be firm and fixed till full execution of order and contract validity as follows:-

- a) F.O.R GRSE Stores, Kolkata (door delivery) basis including Packing & Forwarding, Insurance charges, Freight and unloading, miscellaneous charges etc. if any.
- b) No price escalation is allowed at any stage: Quoted price must be inclusive of all charges like 'incidental charge' for period of contract. Rate contract to be awarded on fixed price basis.
- c) If only Ex-wks price is indicated, loading shall be applicable as per prevalent GRSE policy on freight, insurance and miscellaneous charges to arrive at FOR GRSE rate.

Note: Where GRSE exercises option to obtain Gas on ex-Works basis, price shall be applicable accordingly

d)Statutory guideline for wages to be followed.

### 11. SERVICE POINT:-

GRSE Taratala Unit.

Address: P 2/2, Taratala Rd, Garden Reach, Kolkata, West Bengal 700088.

#### 12. **CONDITIONAL OFFER:**

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

#### 13. **TAX** :-

Goods and Service Tax (GST) will be paid extra. Accordingly firm to indicate GST rate & HSN

#### 14. **PAYMENT TERMS:-**

100% payment within 30 days against clear bill supported with ICGRN, GRSE Gate Stamped Tax Invoice through ECS/NEFT. ICGRN will be issued only after receipt and acceptance of the item at GRSE.

All payment shall be made on pro-rata based on supplies executed and invoice raised. Bill submission. All bills/invoices are to be submitted with relevant documents mentioned above to Bill Desk at Main Unit of GRSE.

#### 15. **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.

#### 16. SUBMISSION OF DOCUMENTS :-

For late submission of original despatch documents / wrong documentation, demurrage / wharf age charges if incurred, shall be recovered from the supplier. In case item are supplied without all required documents, receipt of shipment shall be considered from the date of receipt of documents, not the gate receipt date

#### 17. 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.

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#### 18. **CANCELLATION OF ORDER:-**

GRSE reserves the right to cancel the tender without assigning any reasons whatsoever. Post Contract/order, in the event of progress/service being poor, GRSE reserves the right to cancel in part/full the order and no cancellation charges will be paid to the firm on this account. There shall also be no financial implications whatsoever on GRSE.

#### **ARBITRATION: -**19.

- i) 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 settled/adjudicated through Arbitration to be conducted by a Sole Arbitrator, to be appointed by the parties on mutual consent, in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
- ii) In the event the parties fail to mutually appoint a Sole Arbitrator within 30 days from the receipt of a request by one party from the other, then either of the parties may approach the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act, 1996 for appointment of a Sole Arbitrator by the Hon'ble Court.
- iii) 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.
- iv) The Award of the Sole Arbitrator shall be final, conclusive and binding upon the parties.
- v) In the event of the death or resignation or incapacity or whatsoever of the said Sole Arbitrator if appointed by the parties mutually the said parties may again appoint a suitable Substitute Arbitrator in place of the erstwhile Sole Arbitrator to continue with the proceedings. In the event of appointment of the Sole Arbitrator by the Hon'ble High Court at Calcutta on death or resignation or incapacity or whatsoever of the said Sole Arbitrator, either of the parties in this behalf, may make an application to the Hon'ble High Court at Calcutta for appointment of a Substitute Arbitrator and the Hon'ble Court may pass such orders as it deems fit and proper.
- vi) Also in the event an Arbitration award is set aside by a competent court the parties my appoint a Sole Arbitrator mutually or on failing to appoint a Sole Arbitrator mutually within the statutory period then either of the parties may file an application before the Hon'ble High Court at Calcutta under the provisions of the Arbitration and Conciliation Act. 1996 for appointment of a Sole Arbitrator by the Hon'ble Court in accordance with the provisions of the Arbitration & Conciliation Act.
- vii) The cost of the arbitration, fees of the arbitrator, remuneration of the stenographer and clerk, stamp paper etc. shall be shared equally by the parties, unless otherwise directed by the Sole Arbitrator. 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 0
- viii) The language of the proceeding shall be in English

#### 20. **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.

#### **IMPORTANT NOTE: -**

- 1) TECHNO-COMMERCIAL BID WILL BE OPENED ON THE DUE DATE AND TIME OF TENDER YOU MAY SEE THE STATUS ONLINE.
- 2) IN CASE OF NON-RECEIPT OF FILLED IN STACs ACCEPTANCE FORMAT MATRIX, IT WOULD BE PRESUMED THAT YOU HAVE ACCEPTED ALL OUR TERMS & CONDITIONS AS PER GRSE "STACS", UNTIL & UNLESS DEVIATION IS SPECIFICALLY MENTIONED IN OFFER.
- GRSE SHALL RESERVE THE RIGHT TO REJECT THE TECHNICAL & COMMERCIAL OFFERS OF 3) THE BIDDERS NOT CONFIRMING TO THE TENDERED REQUIREMENT. Signature Not Verified

Digitally signed by PRABEEN KUMAR SHARMA

Date: 2024.03.26 13:47:48 IST

Location: PSUs of Min stry of Defence 5